

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made on this the day of Two Thousand and Twenty Four (2024) **BETWEEN** [1] **SRI KISHORE KUMAR DEY (PAN: ACMPD5067C) (Aadhaar No.8088 4727 4668)** son of Late Manotosh Chandra Dey, by faith – Hindu, by occupation – Service, by Nationality – Indian, residing at 20, Naskarhat Road, P.O. Tiljala, P.S. Tiljala now Kasba, Kolkata – 700 039, [2] **SRI ASHIM KUMAR DEY (PAN: ACSPD0482F) (Aadhaar No.9815 0575 5752)** son of Late Manotosh Chandra Dey, by faith – Hindu, by occupation – Retired Person, by Nationality –

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Indian, residing at 20, Naskarhat Road, P.O. Tiljala, P.S. Tiljala now Kasba, Kolkata – 700039 and [3] **SRI ASOK DE (PAN: ADFPD0608M) (Aadhaar No.8197 5375 6751)** son of Late Manotosh Chandra De, by faith – Hindu, by occupation – Retired Person, by Nationality – Indian, residing at 20, Naskarhat Road, P.O. Tiljala, P.S. Tiljala now Kasba, Kolkata – 700 039, hereinafter called and referred to as the **VENDORS** (which such expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrator, legal representatives and / or assigns) of the **FIRST PART**, represented by their lawful constituted **ATTORNEY** [1] **SRI SUBRATA DEY (PAN: AGOPD8676M) (Aadhaar No.3725 6635 3022)** son of Late Sudhangsu Bikash Dey, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 728, Naskarhat, P.O. Tiljala, P.S. Tiljala now Kasba, Kolkata – 700 039 and [2] **MR. JAIKISHIN ARJANDAS GIANANI (PAN: ADVPG2232Q) (Aadhaar No.7378 2332 5270)** son of Late Arjandas Udhamaram Gianani, by faith – Christian, by occupation – Business, by Nationality – Indian, residing at 617, Tagore Park, 2nd floor, Flat No.3, P.O. Tiljala, P.S. Tiljala now Kasba, Kolkata – 700 039, by a registered Development Power of Attorney which was executed on 27.06.2022, duly registered at the office of A.D.S.R. Sealdah, South 24 Parganas and recorded in Book No.I, Volume No.1606-2022, Pages from 105012 to 105036, Being No.160603135 for the year 2022.

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[1] **MR. JOSEPH KAMAL DUTTA (PAN: APMPD1665D) (Aadhaar No.2432 5646 0478)** son of Mr. Thomas Sunil Dutta, by occupation – Service and [2] **MRS. MANISHA GHOSH ROY (PAN: AMZPG5791M) (Aadhaar No.7198 5021 4374)** daughter of Late Debaprasad Ghosh Roy, by occupation – Housewife, both are by faith – Hindu, by Nationality – Indian, residing at 5, East Point Avenue, P.O. Tiljala, P.S. Kasba, Kolkata – 700 039, hereinafter called and referred to as the **PURCHASERS** (which such expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and / or assigns) of the **SECOND PART**.

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ZION BUILDERS & DEVELOPERS (PAN: AACFZ2159F) a Partnership Firm, having its office at 728, Naskarhat, P.O. Tiljala, P.S. Tiljala now Kasba, Kolkata – 700 039, represented by its **Partners** [1] **SRI SUBRATA DEY (PAN: AGOPD8676M) (Aadhaar No.3725 6635 3022)** son of Late Sudhangsu Bikash Dey, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 728, Naskarhat, P.O. Tiljala, P.S. Tiljala now Kasba, Kolkata – 700 039 and [2] **MR. JAIKISHIN ARJANDAS GIANANI (PAN: ADVPG2232Q) (Aadhaar No.7378 2332 5270)** son of Late Arjandas Udhamam Gianani, by faith – Christian, by occupation – Business, by Nationality – Indian, residing at 617, Tagore Park, 2nd floor, Flat No.3, P.O. Tiljala, P.S. Tiljala now Kasba, Kolkata

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– 700 039, hereinafter called and referred to as the **DEVELOPERS** / **CONFIRMING PARTY** (which such expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and / or assigns) of the **THIRD PART.**

WHEREAS one Ramani Mohan Ghosh son of Late Gopal Chandra Ghosh was the Owner of **ALL THAT** piece or parcel of a plot of land measuring 10 (Ten) Sataks **OR** 6(Six) Cottahs 0(Zero) Chittak and 0(Zero) sq. ft. be the same a little more or less alongwith other properties, lying and situates at and comprised in R.S. Dag No.270 under R.S. Khatian No.87 in Mouza – Laskarhat, J.L. No.11, R.S. No.151, Touzi No.2998, P.S. Tiljala now Kasba, now within the local limits of the Kolkata Municipal Corporation under Ward No.107, purchase from Kanai Lal Naskar, by way of a registered Kobala Dalil which was executed on 22.04.1963, registered at the office of S.R. Alipore, 24 Parganas and recorded in Book No.I, Volume No.71, Pages 251 to 257, Being No.3488 for the year 1963.

AND WHEREAS the said Ramani Mohan Ghosh was the Owner of the aforesaid plot of land by way of the aforesaid purchase and thereafter he sold, conveyed and transferred his aforesaid plot of land measuring 10 (Ten) Sataks **OR** 6(Six) Cottahs 0(Zero) Chittak and 0(Zero) sq. ft. be the same a little more or less alongwith other properties, lying and situates at and comprised in R.S. Dag

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No.270 under R.S. Khatian No.87 in Mouza – Laskarhat, J.L. No.11, R.S. No.151, Touzi No.2998, P.S. Tiljala now Kasba, now within the local limits of the Kolkata Municipal Corporation under Ward No.107, to Manotosh Chandra Dey son of Late Raj Kumar Dey of Laskarhat, Tiljala, Kolkata, by a registered Bengali Sale Deed which was executed on 07.11.1974, registered at the office of S.R. Alipore, 24 Parganas and recorded in Book No.1, Volume No.157, Pages 107 to 110, Being No.5774 for the year 1974. Thereafter he hold and possessed the same which is free from all encumbrances.

AND WHEREAS the said Manotosh Chandra Dey died on 07.11.1985 intestate him leaving behind his wife Sefali Dey and four sons namely Sri Ashis Kumar Dey, Sri Kishore Kumar Dey, Sri Ashim Kumar Dey and Sri Asok De as his survivors, legal heirs and successors.

AND WHEREAS the said Sefali Dey died on 27.01.2008 intestate her leaving her four sons namely Sri Ashis Kumar Dey, Sri Kishore Kumar Dey, Sri Ashim Kumar Dey and Sri Asok De as her survivors, legal heirs and successors.

AND WHEREAS after demise of Manotosh Chandra Dey and Sefali Dey their successors, Sri Ashis Kumar Dey, Sri Kishore Kumar Dey, Sri Ashim Kumar Dey and Sri Asok De are the Owners of the aforesaid property by way of inheritance as undivided 1/4th share each.

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AND WHEREAS the said Ashis Kumar Dey gifted his undivided 1/4th share of land measuring 1(One) Cottah 8(Eight) Chittaks and 0(Zero) sq. ft. be the same a little more or less, lying and situates at and comprised in R.S. Dag No.270 under R.S. Khatian No.87 in Mouza – Laskarhat, J.L. No.11, R.S. No.151, Touzi No.2998, P.S. Tiljala now Kasba, now within the local limits of the Kolkata Municipal Corporation under Ward No.107, to his brother Sri Ashim Kumar Dey by a registered Gift Deed which was executed on 12.07.2016, registered at the office of D.S.R. III, Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1603-2016, Pages from 100236 to 100253, Being No.160303258 for the year 2016.

AND WHEREAS the said Sri Kishore Kumar Dey, Sri Ashim Kumar Dey and Sri Asok De are the Owners of the aforesaid plot of land by way of inheritance and gift and thereafter they mutated their names in the record of the Calcutta Municipal Corporation also known as the Kolkata Municipal Corporation and the said authority of the C.M.C. / K.M.C. recorded their names in their mutation books and allotted them the Premises No.112, N.D.B. Road, Madhya, Dakshin & Laskarpara, Kolkata - 700 039 under K.M.C. Ward No.107, being Assessee No.311070901126, thereafter they are paying the K.M.C. taxes regularly.

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AND WHEREAS the Owners / Vendors are desirous to develop the said plot of land measuring about 6(Six) Cottahs 0(Zero) Chittak and 0(Zero) sq. ft. and construction thereon a G+III storied building with lift or otherwise as permissible in Law comprising of several self contained apartment / flat, car parking space and accordingly prepared a scheme for the same for that purpose she entered into a registered Development Agreement with **ZION BUILDERS & DEVELOPERS** represented by its **Partners** [1] **SRI SUBRATA DEY** and [2] **MR. JAIKISHIN ARJANDAS GIANANI** herein the Developers / Confirming Party which was executed on 27.06.2022, duly registered at the office of A.D.S.R. Sealdah, South 24 Parganas and recorded in Book No.I, Volume No.1606-2022, Pages from 104960 to 104990, Being No.160603131 for the year 2022 and also executed a Development Power of Attorney in favour of [1] **SRI SUBRATA DEY** and [2] **MR. JAIKISHIN ARJANDAS GIANANI** which was executed on 27.06.2022, duly registered at the office of A.D.S.R. Sealdah, South 24 Parganas and recorded in Book No.I, Volume No.1606-2022, Pages from 105012 to 105036, Being No.160603135 for the year 2022.

AND WHEREAS the Vendors / Developers applied for Building sanction plan to the authority of the Kolkata Municipal Corporation and the said authority has sanctioned a building plan of a G+III storied building with lift bearing B.P. No.2022120537 dated 27.02.2023. Thereafter the Developers made and constructed a G+III storied building with lift as per the said sanctioned building plan and distributed their share of allocation separately.

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AND WHEREAS the Vendors have good and marketable title of the said property described in the Schedule mentioned herein and the property is free from all sorts of encumbrances, charges, liens, lispendence, attachment, interest, whatsoever and the Vendors are now absolutely seized and possessed or otherwise well and sufficiently entitled to all that the property described in the Schedule "A" hereunder written.

AND WHEREAS the Vendors has acquired, seized and possessed of and well sufficiently entitled to all that the piece and parcel of land measuring 6(Six) Cottahs 0(Zero) Chittak and 0(Zero) square feet together with a G+III storied building with lift standing thereon and including all easements and appurtenances thereto lying and situated at Municipal Premises No.112, N.D.B. Road, Madhya, Dakshin & Laskarpara, P.S. Tiljala now Kasba, Kolkata – 700 039 morefully described in the Schedule "A" herein below, hereafter called and referred to as the **"SAID PREMISES"**.

AND WHEREAS being desirous of selling the respective flat and Car Parking Space from the Developers' share of allocation of the said G+III storied building with lift along with undivided proportionate share and interest of the "A" Schedule land along with rights to use and enjoy the common areas and facilities and easement and being approached by the Purchasers after being satisfied with the title of the Vendors, the **VENDORS / DEVELOPERS** have agreed to sell to

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the **PURCHASERS** all that a self contained residential flat being **Flat No.3A** on the **Third floor, North-West-South side**, measuring **727 (Seven Hundred and Twenty Seven) sq. ft. carpet area** (1450 sq. ft. super built-up area, carpet of the flat means except the measurement of Balcony, CB, stair, lift & loft) except balcony and CB be the same a little more or less and a **Covered Car Parking Space being No.2** on the **Ground floor**, measuring **135 (One Hundred and Thirty Five) sq. ft.** be the same a little more or less, lying and situated at being **Premises No.112, N.D.B. Road, Madhya, Dakshin & Laskarpara, P.S. Tiljala now Kasba, Kolkata – 700 039**, more fully and particularly described in the Schedule "B" hereunder written and hereinafter called the said flat and car parking space at and for the total consideration of Rs.44,70,000/- (Rupees Forty Four Lakh and Seventy Thousand) only to which the Vendors / Developers have agreed to.

NOW THIS INDENTURE WITNESSETH that pursuant to the said agreement and in consideration of a total sum of Rs.44,70,000/- (Rupees Forty Four Lakh and Seventy Thousand) only paid by the Purchasers to the Vendors / Developers (the receipt whereof the Developers doth hereby admit and acknowledge and of and from the same and every part thereof acquit release and discharge the Purchasers their heirs, successors, executors, administrators and legal representatives and every one of them and also the said flat and car parking space) the Vendors / Developers doth hereby indefeasibly grant, sale, convey, transfer, assign and assure unto the Purchasers their heirs, executors, administrators, legal representatives

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and / or assigns free from all encumbrances whatsoever made or suffered by the Vendors / Developers **ALL THAT** the piece or parcel of a flat being **Flat No.3A** on the **Third floor, North-West-South side** and a **Covered Car Parking Space being No.2** on **Ground floor** of the said building, more fully described in the Schedule "B" written hereinafter with undivided proportionate share of land of the said building of "A" Schedule land along with all common areas including easements and passages more fully described in Schedule "C" written herein below and also the other rights and facilities as per provisions of the West Bengal Apartment Ownership Act 1972 along with common liabilities more fully described in Schedule "D" written herein below and rights and obligations, more fully described in Schedule "E" written herein below **TO ENTER INTO AND TO HAVE AND HOLD OWN POSSESS AND ENJOY** the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with the rights and appurtenances thereto or in connection therewith unto and to the use of the Purchasers their heirs, successors, executors, administrators, representatives and / or assigns forever free from all encumbrances and the Vendors / Developers doth hereby indemnify and promise to keep the Purchasers indemnified against all encumbrances claims, liens etc. whatsoever created or suffered by the Vendors / Developers for themselves, their respective heirs, executors, administrators and representatives and covenant with the Purchasers their heirs, executors, administrators, representatives and / or assigns that notwithstanding any act, deed or thing whatsoever made or suffered by the Vendors / Developers by and of their

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predecessors and predecessors-in-title, done or executed or knowingly suffered to the Contrary of Vendors / Developers at all materials times hereto before and now have good right, full power, absolute authority and indefeasible title to grant, sale, convey, transfer, assigns and assure the said property hereby granted, sold, conveyed and transferred to expressed or intended so to be, unto and to the use of the Purchasers their heirs, executors, administrators, representatives and / or assigns in the manner aforesaid **AND THAT** the Purchasers their heirs, successors, executors, administrators, representatives and / or assigns, shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property or every part thereof and receive the rents, issues and profits, thereof without any lawful eviction hindrances and interruption disturbances claims, or demands whatsoever from or the Vendors / Developers or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of them or predecessors – in – title and that free and clear and freely and clearly absolutely acquired, exonerated and released on otherwise by and at the costs and expenses of the Vendors / Developers sufficiently save indemnify from against and all manner of claims, charges liens, debts attachments and encumbrances, whatsoever made or suffered by the Vendors / Developers or any of their predecessors – in – title.

AND THAT the Vendors / Developers and the Purchasers herein agreed and declare as follows: -

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[1] The Vendors / Developers declare that they did not entered into any agreement with anybody for sale, gift, lease or transferring any interest whatsoever any manner in respect of the said flat and car parking space and the said flat and car parking space is hereby transferred and conveyed to the Purchasers exclusively free from all encumbrances.

[2] The Vendors / Developers have not received any notice from any authority and declare that the said land with building is not effected by any notice or scheme of the Municipal Authority or the Government or any other Public Body or Bodies or local authorities and further declares that at present the said land with building is not affected by any notice of acquisition or requisition by any authority.

[3] The Purchasers herein shall be entitled to use and enjoy the common passage leading to the said building for ingress to and egress from the said flat and car parking space.

[4] The Purchasers herein will be entitled to make and effect necessary repairs, additions, alterations, modification, plastering and white washing inside wall of the said flat at their own cost including all other thing or things required for proper and beneficial use and enjoyment of the said flat without effecting other flats of the said building.

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[5] The Purchasers shall and may at all times hereafter peacefully and quietly hold, possess own and enjoy the said flat and car parking space and each and every part thereof forever and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendors / Developers or their respective heirs, executors, administrators, representatives and / or assigns.

[6] The Vendors / Developers shall deliver absolute peaceful vacant possession of the said flat and car parking space fully described in Schedule "B" hereinafter written to the Purchasers on execution and registration of this Deed of Conveyance.

AND it is further agreed and declared between the parties as follows: -

[1] The Purchasers shall be liable to make payment of all the rates and taxes in respect of the said flat and car parking space hereby conveyed to the Municipal Authorities or other appropriate authorities on and from the date of the said purchase. If however any Association of owners of the said premises is formed, the Purchasers shall be entitled to make payment of the same through the said Association, if so decided and / or agreed to.

[2] The Purchasers shall also be entitled to mutate or assess the said flat and car parking space in their names separately in the record of Kolkata Municipal Corporation and they shall pay the Municipal Tax in their names separately.

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[3] The Purchasers shall have all the estate, right, title, interest, property, claim, whatsoever of the Vendors / Developers had or have in respect of the said flat and car parking space free from all encumbrances and attachments whatsoever save and except the right of demolition or committing waste in respect of the said flat and car parking space or the said property in any manner so as to effect the Vendors / Developers or other Co-owners who have acquired or may hereinafter purchase or acquire similar property right in respect of the other flats and that the Purchasers shall have the right, title and interest in respect of the undivided proportionate share of land of the said property and enjoy the same with the Vendors / Developers and / or other Co-owners who have acquired similar right, title and interest in the said property.

[4] The Purchasers shall also be entitled to sell, gift, mortgage, lease out or otherwise alienate the said flat and car parking space hereby conveyed subject to the terms herein contained to any one without the consent of the Vendors / Developers or any other Co-owners who may have acquired before or hereafter any right, title or interest in respect of any other flat similar to those acquired by the Purchasers under the terms of this Conveyance.

[5] The Purchasers shall use and / or maintain repair, replace, reconstruct all common items at the proportionate cost of all the Co-owners of the said property / building.

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[6] The Vendors / Developers and their respective heirs, executors, administrators, legal representatives and / or assigns as the case may be shall at all times hereafter indemnify and keep indemnified the Purchasers, their heirs, executors, administrators, legal representatives and / or assigns against any loss, damage, costs, charges and expenses, if any, which may be suffered by reason of any defect in the title of the Vendors / Developers or any breach of the covenant hereunder contained.

[7] Subject to the provisions of the agreement the Vendors / Developers and their respective heirs, executors, administrators, legal representatives and / or assigns shall and will from time to time and at all times hereafter, upon the request and cost of the Purchasers and their executors, administrators, legal representatives and / or assigns do execute and cause to be done and execute all such deeds, acts and things whatsoever for further or more perfectly assuring the title of the said flat being **Flat No.3A** on the **Third floor, North-West-South side** and a **Covered Car Parking Space being No.2** on **Ground floor**, with all appurtenances and amenities and every part thereof unto and to the use of Purchasers in the manner aforesaid as shall or may reasonably be required and the Vendors / Developers and their respective heirs, executors, administrators, legal representatives and / or assigns shall at all times hereafter upon the request of the Purchasers and their heirs, administrators, legal representatives and / or assigns cause to be produced and file all deeds and documents relating to the said flat including the land conveyed herein.

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WHILE using the said unit or any part thereof or common parts or the common portions the Purchasers shall not do any of the following acts, deeds, and things:

[1] Obstruct the Society or Association or Company in its legal and lawful acts relating to the common purposes.

[2] Violate any of the rules and regulations laid down in respect of user of the building.

[3] Injure, harm or damage the common parts or the common portions or any other units of the said building, by making any alterations or withdrawing any support or otherwise.

[4] Alter any outer portion elevation or colour scheme of the said unit or the said building.

[5] Throw or accumulate or cause to be thrown or accumulated dirt, rubbish or refuse within said unit or in the common parts or the common portions save at the place indicated therefore.

[6] Carry on or cause to be carried on any obnoxious injurious noise, dangerous, hazardous, illegal or immoral activity in the said unit or any where else in the building.

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[7] Keep or store any offensive combustible, obnoxious, hazardous or dangerous articles in the said unit or the common parts or the common portions.

[8] The Purchasers shall bear the maintenance and repairing cost of the common sewerage line proportionately with the other residents or occupier or co-owners of the building using the same sewerage until it is taken over by the Corporation.

SCHEDULE "A" AS REFERRED TO ABOVE

ALL THAT piece or parcel of land measuring about 10(Ten) Sataks **OR** 6(Six) Cottahs 0(Zero) Chittak and 0(Zero) square feet be the same a little more or less, lying and situates at and comprised in R.S. Dag No.270 under R.S. Khatian No.87 in Mouza – Laskarhat, J.L. No.11, R.S. No.151, Touzi No.2998, P.S. Tiljala now Kasba, being Municipal Premises No.112, N.D.B. Road, Madhya, Dakshin & Laskarpara, Kolkata – 700 039, within the local limits of the Kolkata Municipal Corporation under Ward No.107, registering jurisdiction A.D.S.R. Sealdah in the District of South 24 Parganas together with all easement right thereto which is butted and bounded by :-

ON THE NORTH :: BY HOUSE OF MR. GOMES & MR. SANYAL ;

ON THE SOUTH :: BY PLOT OF MR. BIREN CHANDRA DAS ;

ON THE EAST :: BY LAND OF DAG NO.2780, KASBA MOUZA ;

ON THE WEST :: BY 12' FEET WIDE K.M.C. ROAD ;

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SCHEDULE "B" AS REFERRED TO ABOVE

[Description of Flat and Car Parking Space]

ALL THAT piece or parcel of a self contained residential flat being **Flat No.3A** on the **Third floor, North-West-South side** of the G+III storied building with lift, consisting of 3(Three) Bed Rooms, 1(One) Drawing / Dining Room, 1(One) Kitchen, 1(One) Toilet, 1(One) W.C. and 4(Four) Balcony, measuring **727 (Seven Hundred and Twenty Seven) sq. ft. carpet area** (1450 sq. ft. super built-up area) be the same a little more or less and a **Covered Car Parking Space being No.2** on **Ground floor**, measuring **135 (One Hundred and Thirty Five) sq. ft.** be the same a little more or less of the said building being Municipal **Premises No.112, N.D.B. Road, Madhya, Dakshin & Laskarpara, P.S. Tiljala now Kasba, Kolkata – 700 039**, together with undivided proportionate and impartible Share and interest of the building of the "A" Schedule land and also right to use and enjoy the common areas and facilities including uninterrupted user and enjoyment of the roof and staircase along with right to easement in all common areas available under the provisions of the West Bengal Apartment Ownership Act 1972 and shown in the map / plan annexed hereto and thereon coloured **"RED"**.

Zone Name :

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SCHEDULE "C" REFERRED TO HEREINABOVE

[Common Areas and facilities]

- [1] Land underneath the said building described in the "A" schedule.
- [2] All side spaces, back spaces, passages, paths, drain ways in the said building.
- [3] General lighting of the common portion, common electric meter room.
- [4] Drain and sewers from the building to the Municipal Connection drain and / or sewers.
- [5] Common Septic tank.
- [6] Common Top floor Roof.
- [7] Boundary walls.
- [8] Staircase, landing.

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- [9] Lift of the said building.
- [10] Common underground and overhead water reservoir and the roof.
- [11] Common pump and pump house.
- [12] Water and sewers connection from the pipes of the units to drain and sewers common to the said building.

SCHEDULE "D" REFERRED TO HEREINABOVE

[Common Liabilities]

[1] Until and unless which such times as the flat and car parking space comprised in the said unit separately assessed and / or mutated in respect of the Municipal Taxes or impositions, the Purchasers shall from time to time from occupation of the said unit bear and pay such proportionate taxes and rates or impositions as may be reasonably taxes upon its formation.

[2] Apart from the amount of such Municipal taxes, rates, impositions, the Purchasers shall also pay all other taxes and impositions including the multistoried building taxes, urban land taxes, if and when necessary, in respect of the said building proportionately and the said self contained flat / car parking space / unit wholly.

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[3] All proportionate costs of maintenance, operation, replacement with white washing, rebuilding, reconstructing, decorating and redecorating including the outer walls of the said building and boundary walls as determined by the Association to be formed.

[4] Purchasers shall pay the maintenance charges of their units to the Developers till formation of the Owners' society. It has decided that all the common expenses including outside repair of the building if any that shall pay through Developers maximum 3(Three) years, in between this time a society will formed amongst the all flat owners, thereafter they shall pay the maintenance charges to the society.

SCHEDULE "E" REFERRED TO HEREINABOVE

[Rights and Obligations]

The Co-owners, occupiers, Society or Syndicate or Association shall allow each other the following easement and quasi-easements rights, privileges etc.

[1] Right to use of common passage in all the common portions, in each and every part of the said building including the said unit along with connection of water, electricity, telephone, Gas, T.V. Antenna and cables etc. to the extent necessary.

[2] Right of protection of each portion of each other.

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[3] Absolute unfettered and unencumbered right over the common parts and common portions of the building.

[4] The right or access and use in common with the other co-owners or occupiers of the said building and the said premises, their servants, agent and invites at all times and for normal domestic purposes connected with the use and enjoyment of the said flat and car parking space and the common parts.

[5] The Purchasers shall be entitled to all rights, privileges vertical and lateral supports, easement, quasi – easement appurtenances whatsoever belonging to or in any way appurtenant to the said flat and car parking space and the properties appurtenant thereto usually held used kept or enjoyed or reputed or known as part or parcel of the said undivided proportionate share and / or the said unit and appurtenant thereto.

[6] To pay the cost, the salaries of Manager, Caretaker, Clerks, Bill Collectors, Chowkidars, Sweepers, Electrician etc. in proportionate share with other Owners.

[7] The user right of the roof of the said building including the said unit and pay other for the purpose of repairing any of the common parts, common portions or any appurtenances to any unit and / or anything comprised in any unit in all such cases giving previous notices to the Co-owners affected thereby.

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

SIGNED, SEALED AND DELIVERED
at Kolkata in the Presence of :

[1]

**As Constituted Attorney of
Sri Kishore Kumar Dey
Sri Ashim Kumar Dey
Sri Asok De**

SIGNATURE OF THE VENDORS

[2]

1.

2.

SIGNATURE OF THE PURCHASERS

1.

2.

**SIGNATURE OF THE DEVELOPERS /
CONFIRMING PARTY**

Drafted by:

MR. ARABINDA DHAN DAS, ADVOCATE
HIGH COURT, KOLKATA
Enrl. No.

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RECEIVED from the within named **PURCHASERS** within mentioned sum of Rs.44,70,000/- (Rupees Forty Four Lakh and Seventy Thousand) only being the full consideration money in respect of the aforesaid flat and car parking space hereby sold and conveyed as per Memo below : -

MEMO OF CONSIDERATION

DATE	CHEQUE NO	BANK	BRANCH	AMOUNT
01.01.2023	Cash	***	***	Rs. 10,000.00
24.04.2023	028009	HSBC Bank		Rs.12,90,000.00
26.06.2023	028010	Do		Rs. 50,000.00
01.08.2023	028012	Do		Rs. 4,50,000.00
10.09.2023	NEFT	Do		Rs. 4,50,000.00
07.10.2023	NEFT	Do		Rs. 4,50,000.00
12.03.2024	028013	Do		Rs. 9,00,000.00
27.11.2024				Rs. 8,70,000.00
(Rupees Forty Four Lakh and Seventy Thousand) only				----- Rs.44,70,000.00 =====

WITNESSES:

[1]

1.

2.

[2]

**SIGNATURE OF THE DEVELOPERS /
CONFIRMING PARTY**