

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
....., 2025

BETWEEN

For SURAKHA CONSTRUCTION
Sanath Doshi *Samir Soli*
Partner Partner

SURAKHA CONSTRUCTION (PAN : ACGFS2283P), a Partnership firm having its office at Surakha Apartment, 492, Madhya Balia, Balia Main Road, Post Office - Garia, Police Station - Soanrpur presently Narendrapur, Kolkata - 700084, represented by its partners namely (1) **SRI SURATH SARDAR (PAN : AQQPS5976F)**, son Sri Mahim Sardar, (2) **SRI SAMIR SARDAR (PAN : DOBPS7793A)**, son of Sri Surath Sardar, both by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at "Rekha Neer", 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station- Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084, hereinafter called and referred to as the "**VENDOR/ LAND OWNER/ DEVELOPER**" (which terms or expressions shall, unless excluded by or repugnant to the context or subject, be deemed to mean and include its successors-in-office, administrators, legal representatives and/or assigns) of the **FIRST PART**,

A N D

(1);
.....;
.....;
.....;
.....;
hereinafter (jointly/collectively) referred to as the "**ALLOTTEES/ PURCHASERS**" (which terms or expressions 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**.

For SURAKHA CONSTRUCTION
Surath Sardar *Samir Sardar*
Partner Partner

A. DEFINITIONS - For the purpose of this Deed of Conveyance, unless the context otherwise requires -

- (a) **ACT** - means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) as amended and/or substituted;
- (b) **ADVOCATE** - shall mean **SAMAR DAS**, Advocate, High Court, Calcutta, Chamber at Kiron Apartment, Balia More, Garia, Kolkata - 700084 appointed by the Developer/Promoter inter alia, for preparation of this Deed of Conveyance for transfer of the Apartment;
- (c) **ARCHITECT** - shall mean such person or persons who may be appointed by the Developer as the Architect for the said Project;
- (d) **ASSOCIATION** - shall mean an Association of Allottees in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto;
- (e) **CARPET AREA** - shall means the net usable floor area of an apartment excluding the area covered by the external walls, area under services. Shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- (f) **BUILT UP AREA** : shall mean the aggregate of : (i) the Carpet Area of the Apartment, (ii) the area of the Balcony(ies)/Deck(s)/Verandah(s)/ which exclusively comprise a part of the Apartment, (iii) the niches, Cup Board and (iv) areas under the services' shafts within the apartment and external walls of the Apartment, all as computed by the Architect

For SURAKHA CONSTRUCTION
Somesh Datta *Samir Sal*
Partner Partner

- (g) **SUPER BUILT UP AREA** : shall mean and include the total built up area forming part of the said flat plus such percentage attributable thereto for the common parts and portions as determined by the Architect at its sole discretion, and the decision of the Architect shall be final and binding on the Parties..
- (h) **BUILDING/ NEW BUILDING** - shall mean the new residential buildings under construction at the said Land for the time being, the complex being named "**PRATIVA GRANDS - 2**", containing several independent and self-contained flats/apartments, parking spaces and other constructed areas;
- (i) **APARTMENT** - shall mean **All That the Apartment/Flat No. (Type BHK) containing sq. ft. super built up area (i.e. sq. ft. carpet area or sq. ft. built up area), be the same a little more or less, on the side in the Fourth Floor of the project known as "PRATIVA GRANDS - 2" and one independent car parking No..... Area..... in the Ground Floor in "PRATIVA GRANDS - 2" within the said Project more fully and particularly described in the Second Schedule hereunder written and together with the prorate share in the Common Areas and the Common Installations to be used in common with the other Allottee(s);**
- (j) **COMMON AREAS AND INSTALLATIONS-** shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written;
- (k) **COMMON MAINTENANCE EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Installations and for rendition of common services in common to the Purchasers/ Allottees as mentioned in the **Fourth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottees;

For SURAKHA CONSTRUCTION
Santhi Sankh *Samir Sarda*
Partner Partner

- (l) **COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Installations, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Installations of the Building and the Project in common.
- (n) **PLAN** - shall mean the sanctioned plan of Rajpur- Sonarpur Municipality having Building Permit No. **SWS-OBPAS/2207/2023/1565 dated 27/07/2023** duly sanctioned by the Rajpur-Sonarpur Municipality for construction of residential/ commercial Project consisting of self contained independent apartments, commercial spaces, and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Installations thereto upon the said Land or on the part thereof to be known as **"PRATIVA GRANDS - 2"**.
- (o) **PROJECT/COMPLEX** - shall mean the residential building complex to be known as **"PRATIVA GRANDS - 2"** consisting of self contained independent apartments, commercial spaces and the car parking spaces whether open or covered within the complex and the Common Areas, Common Installations to be constructed by the Developer/Promoter in terms of the Plan on the said land or on the part thereof.
- (p) **RULES** - means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (q) **REGULATIONS** - means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

For SURAKHA CONSTRUCTION
Sanjay Singh Samir Singh
Partner Partner

- (r) **SAID LAND** - **the lands** more fully and particularly described in the **First Schedule** hereunder written.
- (s) **SAID SHARE** - shall mean proportionate undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee(s).
- (t) **SECTION** - means a section of the Act.
- (u) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.

B. INTERPRETATION

- i. Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- ii. Words in singular shall include the plural and vice versa.
- iii. Reference to a gender includes a reference to all other genders.
- iv. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- v. Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- vi. The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of Deed of Conveyance; and
- vii. Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

For SURAKSHA CONSTRUCTION
Senthil Senthil Samir Senthil
Partner Partner

C. DESCRIPTION OF OWNERSHIP :

WHEREAS by and under a Deed of Sale written in Bengali executed and registered on 29/07/1960 at the office of the Sub - Registrar, Baruipur recorded in Book No. I, Volume No. 82, copied at Pages 239 to 241, being No. 7440 for the year 1960 one Smt. Prativa Chakraborty purchased 72½ decimals land, be the same a little more or less, lying, situated at and comprised in R.S. Dag No. 169 appertaining to R.S. Khatian No. 430 of Mouza - Panchpota, J.L. No. 42, Touzi No. 250, Revenue Survey No. 11, Parganas - Medanmallo, Police Station - Sonarpur, District - South 24 Parganas from the then owner, Mr. Bonod Bihari Naskar and got mutated the said property in her name and 54 decimals land out of the said 72 decimals land recorded in L.R.R.O.R. as Shali Land containing L.R. Dag No. 184 appertaining to L.R. Khatian No. 238 of Mouza - Panchpota, J.L. No. 42, P.S. - Sonarpur, Dist. - South 24 Parganas.

AND WHEREAS thereafter, Smt. Prativa Chakraborty sold a piece and parcel of land measuring more or less 8¼ decimals Land out of the aforesaid 72½ decimals Land in favour of Mr. Narayan Chandra Chakraborty by virtue of a Deed of Sale registered at the office of the Sub- Registrar, Sonarpur, recorded in its Book No. I, Volume No. 70, copied at pages 55 to 59, Being No. 3471 for the year 1982 and since then, Mr. Narayan Chandra Chakraborty had been in possession and enjoyment of the said property without any hindrance and encumbrance constructing residential house thereon.

For SURAKHA CONSTRUCTION
Sumit Singh *Samir Sah*
Partner Partner

AND WHEREAS during possession and enjoyment of the said property Mr. Narayan Chandra Chakraborty died intestate on 11.01.1998 leaving behind his wife Mrs. Meera Chakraborty and one son Mr. Debasish Chakraborty and two daughters Mrs. Pampa Das (wife of Mr. Kishore Das), Mrs. Baby Mukherjee (wife of Umesh Mukherjee) and since then, the heirs of Narayan Chandra Chakraborty, by way of inheritance, became the absolute owners and jointly had been in possession and enjoyment of the said property without any hindrance and encumbrance.

AND WHEREAS subsequently, the said Mrs. Meera Chakraborty, wife of Late Narayan Chandra Chakraborty, died intestate on 23.02.2011 leaving behind her aforesaid one son Mr. Debasish Chakraborty and two daughters Mrs. Pampa Das and Mrs. Baby Mukherjee as her legal heirs and successors and since then they jointly inherited $8\frac{1}{4}$ decimals land left behind by their parents and thus each getting $1/3^{\text{rd}}$ share of the said land be the same a little more or less measuring 1 Cottah 10 Chittaks 26 Sq.ft.

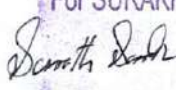
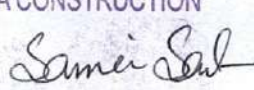
AND WHEREAS during possession and enjoyment of the said property Mrs. Baby Mukherjee sold and transferred her undivided $1/3^{\text{rd}}$ share in favour of **P.B. Construction** by a registered Sale Deed on 22.02.2013 at Additional Registrar of Assurances -I, Kolkata, and recorded in its Book No. 1, CD Volume No. 3, Pages from 11116 to 11133, being No. 01604 for the year 2013 and P.B. Construction became the owner of undivided $1/3^{\text{rd}}$ share of the said premises.

For SURAKHA CONSTRUCTION
Santhosh Kumar *Samir Sen*
Partner Partner

On the other hand, said Mr. Debasish Chakraborty and Pampa Das being the owners of remaining undivided 2/3rd share entered into a Development Agreement with the said **P.B. Construction** for construction of multi-storied building thereon and the said Development Agreement was duly registered at Additional Registrar of Assurances -I, Kolkata, and recorded in its Book No. I, CD Volume No. 4, Pages from 11575 to 11597, being No. 02119 for the year 2013 and also they jointly granted Power of Attorney in favour of Mr. Partha Goswami and Mr. Barun Mondal, the partners of P.B. Construction for smooth execution of the terms of the development agreement by virtue of a Development Power of Attorney which was duly registered at Additional Registrar of Assurances -III, Kolkata, and recorded in its Book No. IV, CD Volume No. 3, Pages from 2305 to 2319, being No. 1566 for the year 2013.

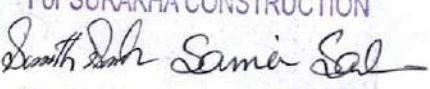
AND WHEREAS the said P.B. Construction and Debashis Chakraborty and Pampa Das amalgamated the said property by executing a Deed of Exchange cum Amalgamation on 19th day of April, 2013 which was duly registered at the office of Additional Registrar of Assurances -I, Kolkata, and recorded in its Book No. I, CD Volume No. 8, Pages from 1354 to 1371, being No. 3823 for the year 2013 and jointly got mutated the said property in the record of the Rajpur - Sonarpur Municipality having respective share therein and the said property incorporated in municipal recorded as **Holding No. 658, Panchpota**, Ward No. 3 of the Rajpur - Sonarpur Municipality.

They also got mutated the said property in the department of B.L.&L.R.O., Sonarpur, South 24 Parganas and the said property incorporated in L.R.R.O.R. as L.R. Dag No. 184 appertaining to L.R. Khatian Nos. 4066, 4232, 4233, 4239, 4240 of Mouza - Panchpota, J.L. No. 42, P.S. - Sonarpur, Dist. - South 24 Parganas.

For SURAKHA CONSTRUCTION
 
Partner Partner

AND WHEREAS during possession and enjoyment of the said property with other co-sharers Mr. Debasish Chakraborty by and under a Deed of Sale, registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. I, Volume No. 1629-2021, copied pages from 201443 to 201466, Being No. 162905423 for the year 2021 sold his 1/3rd share out of 8¼ decimals land, its measuring little more or less 1 Cottah 10 Chittaks 26 Sq.Ft. and residential house thereon in favour of Mr. Barun Mondal and Mrs. Pampa Das remains the owner of remaining undivided 1/3rd share therein.

AND WHEREAS in the manner aforesaid P.B. Construction, Barun Mondal and Pampa Das jointly became the absolute owner of 8¼ decimals land at **Holding No. 658, Panchpota**, Ward No. 3 of the Rajpur - Sonarpur Municipality comprised in L.R. Dag No. 184 appertaining to L.R. Khatian Nos. 4066, 4232, 4233, 4239, 4240 and 238 corresponding to R.S. Dag No. 169 appertaining to R.S. Khatian No. 430 of Mouza - Panchpota, J.L. No. 42, Touzi No. 250, Revenue Survey No. 11, Parganas - Medanmallo, Police Station - Sonarpur now Narendrapur, District - South 24 Parganas, Kolkata - 700152 and the same sold, transferred and conveyed by & under a Deed of Sale which was duly registered on 27.05.2022 at the office of A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. I, Volume No. 1629-2022, Copied Pages from 105072 to 105110, Being No. 162903150 for the year 2022 unto and in favour of **SURAKHA CONSTRUCTION, the Land owner as well as Developer herein** and got mutated the aforesaid property in the record of B.L.&L.R.O., Sonarpur, South 24 Parganas and the aforesaid property incorporates in B.L.R.O.R. as L.R. Dag No. 184 appertaining to L.R. Khatian No. 5355 of Mouza - Panchpota, J.L. No. 42, P.S. - Sonarpur, Dist. - South 24 Parganas and also got mutated the aforesaid property in the record of Rajpur-Sonarpur Municipality & paying municipal rates & taxes under **Holding No. 658, Panchpota**, Ward No. 3 of the Rajpur - Sonarpur Municipality.

For SURAKHA CONSTRUCTION

Partner Partner

AND WHEREAS The developer herein has been in construction work of apartment ownership building upon the aforesaid Premises/ Holding being named as "**PRATIVA GRANDS - 2**" upon the aforesaid premises as per **approved building plan vide No. SWS-OBPAS/2207/2023/1565 dated 27/07/2023** from the authority of the Rajpur - Sonarpur Municipality and as such the developer is entitled to sell their respective allocation in the said building as per supplementary agreement.

AND WHEREAS the purchasers being desirous of purchasing and/ or owning the said apartment being **All That the Apartment/Flat No. (Type BHK) containing sq. ft. super built up area** (i.e. sq. ft. carpet area or sq. ft. built up area), **be the same a little more or less, on the side in the Fourth Floor of the project known as "PRATIVA GRANDS - 2" and one independent car parking No..... Area..... in the Ground Floor in "PRATIVA GRANDS - 2"** upon the aforesaid premises more particularly described in the Second Schedule hereunder written including common interest in the common areas and installations of the building together with undivided proportionate share in land underneath the building comprised in the said premises attributable to the said unit have approached to the vendor/developer to purchase the same at total consideration money being sum of **Rs./- (Rupees Only)** and the vendor/developer has accepted the same and in respect thereof the parties hereto enter into an agreement for sale onth, 202....

For SURAKHA CONSTRUCTION
Partner
Samir Saha
Partner

NOW THIS INDENTURE WITNESSETH as follows :

- I. That in pursuance of the said **Agreement for Sale** datedth, **202.....** and in consideration of total sum of **Rs./- (Rupees only)** paid by the Purchasers to the Vendor/Developer time to time for the cost of the said Unit and the rights and properties appurtenant thereto, the Developer/ Vendor by memo of receipt hereunder admits and acknowledges the same and the vendor/developer forever releases, discharges, acquits and exonerates the purchasers the property hereby granted, transferred and conveyed. The vendor/developer doth hereby grant, sell, convey, transfer, assign and assure all rights related to the property unto and in favour of the Purchasers **ALL THAT apartment being Apartment/Flat No. (Type BHK) containing sq. ft. super built up area** (i.e. sq. ft. carpet area or sq. ft. built up area), **be the same a little more or less, on the side in the Fourth Floor of the project known as "PRATIVA GRANDS - 2" and one independent car parking No..... Area..... in the Ground Floor in "PRATIVA GRANDS - 2"** specifically described in the **FIRST SCHEDULE** hereto **TOGETHER WITH** undivided proportionate share or interest in land at the said premises described in the **FIRST SCHEDULE** and also the undivided proportionate share or interest in the common parts and/ or portions of the Building and also the easements more fully described in **PART - I and II of the THIRD SCHEDULE** hereto **TOGETHER WITH** the right of exclusive use and enjoyment of all other rights and liberties or at any time hereafter was situated, butted, bounded, called, known, numbered, described and distinguished **AND ALL THAT** the estate right, title, and/ or interest of the Vendor/ Developer in the aforesaid properties and all deeds, pottahs, muniments of title whatsoever exclusively relating to the properties aforesaid **TOGETHER WITH** common right to roof, all passages, sewers, drains, pipes, benefits, advantages of all manner or

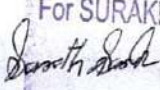
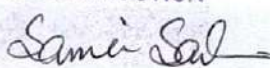
For SURAKHA CONSTRUCTION
Smita Saha
Partner

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Partner

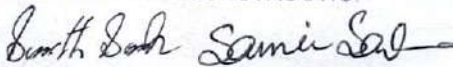
manner or former or other rights, liberties, privileges, appendages and appurtenances thereto the easements and/ or quasi-easement and other stipulations and/ or provisions in connection with the beneficial use and enjoyment of the properties (all hereafter collectively called "the property") free from all encumbrances and/ or alienation, whatsoever **TO HAVE AND TO HOLD** the property including the unit and the rights and properties appurtenant thereto and each and every part thereof unto and to the use of the purchasers absolutely and forever as heritable and transferable immovable properties within the meaning of law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and the Declaration and all the Rules and Regulations and the Bye-Laws pursuant to the provisions of the said Act and also subject to the payment of all revenues, taxes, assessments, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of West Bengal, The Rajpur-Sonarpur Municipality or any other concerned authorities and subject to the condition that the said flat will be used only for residential purpose.

II. **THE VENDOR/ DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASERS** as follows :-

- i) That the interest which the vendor hereby professes to transfer, subsists and the vendor has good right, title, full power and absolute authority to grant, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the developer hereby confirms the same unto and in favour of the purchasers absolutely and forever.
- ii) That there is no Statutory, Judicial and/ or quasi Judicial restrictions which may prevent the vendor/ Developer from transferring and/ or conveying the said unit and rights and properties appurtenant thereto to the purchasers absolutely and forever.

For SURAKHA CONSTRUCTION

Partner

Partner

- iii) That the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any deed, document or writing whereby the property i.e. the said unit and the rights and properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.
- iv) That the property i.e. the said unit, the undivided proportionate share in land and the rights and interest appurtenant thereto is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigation, lispendens, covenants, uses, debottar, trusts, made or suffered by the Vendor or any person or persons arising or lawfully, rightfully and/ or equitably claiming any estate or interest therein from, under or in trust for the Vendor.
- v) That the purchasers shall and may at all times hereafter peacefully and quietly enter upon, hold, occupy, possess and enjoy exclusively the property and also enjoy the facilities commonly with other owners in respect of common areas in the building and every part thereof and/or receive the rents, issue and profits therefrom without any suit, lawful eviction, interruption, disturbance, claims or demands whatsoever from or by the Vendor or any person or persons lawfully claiming or to claim through, under or in trust for the vendor and all persons having or lawfully claiming any estate right or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Vendor.
- vi) That the Vendor/ Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers make, doth acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold unto and in favour of the purchasers.

For JUBAH CONSTRUCTION

Partner Partner

- vii) That the purchasers shall hereafter have the right to get mutated their names in the record of the Rajpur-Sonarpur Municipality, in the record of rights of the Department of Land and Land Reforms or any other authority or authorities concerned as the absolute owners of the said unit and rights and properties appurtenant thereto and also to pay revenue and the Municipal Rates and Taxes as may be assessed or imposed in respect of the said unit, rights and properties appurtenant thereto.
- viii) That the purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easement, quasi-easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said unit or therewith held, used occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in the Third Schedule.
- ix) That the purchasers shall have the right, full power and absolute authority to grant, sell, convey, transfer, assign, assure, mortgage, gift, Lease, License or let out the said unit and the rights and properties appurtenant thereto of their choice.
- x) AND FURTHER THAT unless prevented by fire or some other irresistible accident the Vendor/ developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers or at any hearing, suit, in commission, examination or otherwise as occasions shall require the original documents and writings in respect of the premises which the Vendor/ developer, as the case may be, keep all such documents safe, whole unobliterated and uncanceled and shall not use any of such documents for alienating and/ or encumbering the said unit, rights and properties in any manner whatsoever.

For SURAKHA CONSTRUCTION

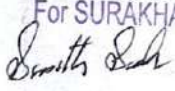
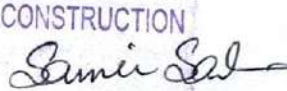
Sanjay Singh *Sameer Singh*

Partner

Partner

III. **THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDOR/ DEVELOPER** as follows :-

- i) The purchasers shall observe, fulfill and perform all the covenants written hereinbefore and hereinafter including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the said unit wholly and common expenses and all other outgoings proportionately as described in the Fourth Schedule hereunder written.
- ii) Upon separation and/ or mutation of the said unit and the rights and properties appurtenant thereto for the purpose of liability of Municipal rates, taxes and impositions the purchasers shall pay such rates, taxes and impositions as may be assessed in respect of the said unit and the rights and properties appurtenant thereto directly to the Rajpur-Sonarpur Municipality.
- iii) That until such time the said unit and the rights and properties in the building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the purchasers shall deposit the same to the vendor/developer; and for taking over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and taxes, maintenance shall be deposited to the Vendor/ Developer.
- iv) That the Purchasers shall also bear and pay all other taxes and impositions as are levied or may be levied further including multistoried building tax, Urban Land Revenue, if any water tax etc. in respect of the building proportionately.

For SURAKHA CONSTRUCTION
 
Partner Partner

- v) That the Purchasers shall also be liable to pay the penalty, interests, costs, charges and expenses for and in respect of any such taxes or impositions proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchasers in complying with their obligations hereunder convening the payment and/ or deposit of amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchasers will accrue with effect from the date of delivery of possession of the said unit and the rights and properties appurtenant thereto by the Vendor/Developer to the Purchasers.
- vi) The purchasers hereby undertake to enter into Association of flat owners' of the building appurtenant for the purpose of proper management, control of the building, common parts and portions and do all acts, deeds and things as may be necessary or expedient for the common purposes, the purchasers shall co-operate with the other owners of the Association and pay their proportionate share of Municipal rates and taxes along with proportionate share of common expenses.
- vii) The purchasers shall at their own costs and expenses be entitled to repair, addition, alteration, modification, plaster, white washing, painting inside the said flat and shall keep the said flat and every part thereof, fixtures and fittings therein or exclusively for the said flat comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place of residence or any other lawful purposes.

For SURAKHA CONSTRUCTION
Sumit Singh *Samir Singh*
Partner Partner

IV. IN CONNECTION WITH THE USE AND ENJOYMENT OF THE SAID UNIT AND COMMON PARTS THEREOF THE PURCHASERS shall not -

- i) interfere with or hinder or obstruct in any manner whatsoever in the construction of the said building or any part thereof as per the approved building plan.
- ii) do anything whereby the Developer is prejudicially affected.
- iii) throw any rubbish or store any article or combustible goods in the common parts.
- iv) carry on any obnoxious, noisy, offensive, illegal or immoral activity in the said unit.
- v) cause any nuisance or annoyance to the co-purchasers and / or occupants of the other portions of the said building and / or unit.
- vi) decorate or paint or otherwise alter the exterior wall of the said unit or common parts of the said building in any manner.
- vii) claim any partition or sub-division of the said land or the common parts.
- viii) obstruct the Developer and its surveyors or agents at all reasonable time and upon 24 hours previous notice in writing to the Purchasers to enter upon the said Unit and every part thereof to inspect the state and condition thereof and of all defects, decay and after assessing the repairs required to be carried out, to give notice to the Purchasers to repair the defects within seven days of such notice the repairs/ defects should be made good.

For SURAKHA CONSTRUCTION
South End Sumeri
Partner Partner

- ix) use or allow user of the unit or any portion thereof for the purpose of restaurant, hotel, school, nursing home, hospital, theatrical performance including video parlour or for carrying on such other similar activities of any manner, save and except the unit for residential purpose.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Premises)

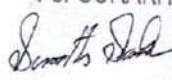
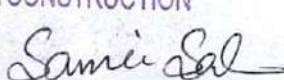
ALL THAT piece and parcel of Shali Land estimated by an area measuring **8¼ decimals and a G+IV storied building named as "PRATIVA GRANDS - 2" standing thereon** lying situated at **Holding No. 658, Panchpota, Ward No. 3** of the Rajpur – Sonarpur Municipality comprised in **L.R. Dag No. 184** appertaining to **L.R. Khatian No. 5355** corresponding to **R.S. Dag No. 169 under to R.S. Khatian No. 430** of **Mouza – Panchpota, J.L. No. 42, Touzi No. 250, Revenue Survey No. 11, Parganas – Medanmallo, Police Station – Sonarpur now Narendrapur, District – South 24 Parganas, Kolkata – 700152.** The said property is butted and bounded as follows :

On the North : Land of Fatik Chakraborty;

On the South : Plot of R.S Dag No. 169(P).

On the East : Plot of R.S. Dag No. 169(P).

On the West : 30 feet wide Dhalai Bridge to Engineering College Road.

For SURAKHA CONSTRUCTION
 
Partner Partner

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of Apartment/ Unit)

ALL THAT a self-contained 3BHK residential flat being identify as **Apartment/Flat No. (Type BHK) containing sq. ft. super built up area** (i.e. sq. ft. carpet area or sq. ft. built up area), **be the same a little more or less**, on the side in the **Fourth Floor of the project known as "PRATIVA GRANDS - 2" and one independent car parking No..... Area..... in the Ground Floor in "PRATIVA GRANDS - 2"** together with undivided proportionate share in land attributable thereto, along with common areas and facilities at the said premises as mentioned in the First Schedule hereinabove written at **Holding No. 658, Panchpota**, Ward No. 03 of the Rajpur - Sonarpur Municipality, P.O. - Panchpota, Police Station - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084. The said flat is shown, delineated and depicted with RED verge line in the floor plan annexed herewith which is deemed to be a part and parcel of this indenture.

THE THIRD SCHEDULE ABOVE REFERRED TO

(The common areas and installation common to the co-owners)

1. Entrance lobby in the ground floor of the Block.
2. Staircase of the New Building along with their full and half landings with stair cover on the ultimate roof.
3. Lift with lift shaft and the lobby in front of it on typical floors.
4. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the New Building.
5. Water pump with motor and with water supply pipes to overhead water tank and under ground reservoir and with distribution pipes therefrom connecting to different Flats of the Complex.

For SURAKHA CONSTRUCTION
Smith Sarkh
Partner

Samir Sarda
Partner

6. Drainage and sewers.
7. Common bathroom with W.C. and common toilets in ground floor of the Complex.
8. Room for darwan/security guard, caretaker of the Complex.
9. Boundary walls of the said land.
10. Community Hall, Yoga Room.
11. Such other common facilities specified by the Developer expressly to be the common parts of the said building.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

1. All costs and maintenance, white washing, repairing, redecorating, painting, repainting, renovating and replacing the common parts and also the outer walls of the said building.
2. Insurance premium for insuring the said building against earth-quake, lightening, riot, damage etc.
3. The cost of clearing and lighting the entrance of the building, the passage and spaces around the building lobby, staircase and other common areas as described in the third schedule.
4. Salaries of all persons and other expenses for maintaining the said building and common facilities.
5. Municipal taxes, water taxes and other taxes and outgoings whatsoever as may be applicable and/ or payable on account of the said premises which are not assessable unit wise.
6. All expenses and outgoings may be deemed by the developer and/ or association/ committee to be formed by the developer to protect the interests, rights of the purchasers/ owners.

All expenses referred to above shall be borne and paid proportionately by all allottees from the date of taking possession of their respective apartment.

For SURAKHA CONSTRUCTION

Sumit Singh *Samir Singh*

Partner

Partner

IN WITNESS WHEREOF the parties hereto have put and subscribe their respective hands, seals and signature on the day, month and year first above written in sound mind and sound body without any influence by any body having had knowledge of the content of the Deed.

Signed, Sealed and Delivered
in the presence of following
WITNESSES :

1.

**SIGNATURE OF THE VENDOR/
LAND OWNER/ DEVELOPER**

2.

Drafted and prepared by -

SAMAR DAS,

Advocate,

High Court, Calcutta.

Enrollment No. WB/91/05

SIGNATURE OF THE PURCHASERS

For SURAKHA CONSTRUCTION
Sumit Das *Samir Das*
Partner Partner

MEMO OF CONSIDERATION

Received with thanks the within mentioned total sum of **Rs.**/-
(Rupees Only) being the full amount of
consideration money from the within mentioned Purchasers in the following
manner -

Particulars	Amount (in Rs.)
Total	

WITNESSES :

1.

2.

**SIGNATURE OF THE VENDOR/
DEVELOPER**

For SURAKHA CONSTRUCTION
Smith Doh *Samei Sal*
Partner Partner