

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS THE
DAY OF, 2026 (TWO THOUSAND AND TWENTY SIX) A.D.

BY

(1) SRI RAMESHWAR MISHRA (PAN AEVPM 3976 J), son of Late Bhairav Nath Mishra alias Bhairav Nath Mishra, by occupation Business, AND (2) SRI KAMESHWAR MISHRA (PAN AEUPM 4222 Q) son of Late Bhairav Nath Mishra alias Bhairav Nath Mishra, by occupation Business,-- both are by religion Hindu, by nationality Indian, residing at 209/2, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Jadavpur, Kolkata - 700033, District South 24 Parganas, hereinafter jointly called and referred to as the LAND OWNERS (which term or expression shall unless excluded by or repugnant to the context shall mean and include their respective heirs, successors, executors, administrators, legal representatives, assignees and persons, deriving title under them) of the FIRST PART and the Land Owners herein named being represented by their Constituted Attorney namely SRI INDER KUMAR SADHWANI (PAN AIOPS 9982 K), son of Late Sirumal Sadhwani, by religion Hindu, by nationality Indian, by occupation Business and residing at 3, Hari Das Dawn Road, Post Office New Alipore, Police Station Behala, Kolkata – 700053, District: South 24 Parganas, being one of the Partners/Authorized Signatory of BIG BRICKS DEVELOPERS, a Partnership Firm, having its registered Office at 1, Jyotish Roy Road, Post Office- New Alipore, Police Station Behala, Kolkata 700053, District South 24 Parganas, by virtue of Development Power of Attorney dated 07.06.2023, which has been registered at the Office of the District Sub – Registrar – IV at Alipore and recorded in Book No. I, Volume No. 1604 – 2023, from 211129 to 211150 Pages and Being Deed No. 160406905 for the year 2023.

A N D

BIG BRICKS DEVELOPERS, a Partnership Firm, having its registered Office at 1, Jyotish Roy Road, Post Office - New Alipore, Police Station Behala, Kolkata 700053, District South 24 Parganas, and being represented by one of the Partners/Authorized Signatory namely SRI INDER KUMAR SADHWANI (PAN AIOPS 9982 K), son

of Late Sirumal Sadhwani, by religion Hindu, by nationality Indian, by occupation Business and residing at 3, Hari Das Dawn Road, Post Office New Alipore, Police Station Behala, Kolkata – 700053, District: South 24 Parganas, hereinafter called and referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successor-in-office, administrators, legal representatives and assigns) of the SECOND PART.

AND

SRI _____ (PAN : _____), son of _____, by occupation _____, by religion Hindu, by nationality Indian and residing at _____, Kolkata –

_____, hereinafter called and referred to as the PURCHASER (which term or expression unless excluded by or repugnant to the context shall mean and include his/her /their heirs, successors, administrators, executors, legal representatives, assignees etc.) of the THIRD PART.

WHEREAS Originally Gunamani Safui was the absolute owner of ALL THAT the land measuring an area of 53.30 acres comprised in C.S. Dag Nos. 410, 412, 414, 411 and 404 under C.S. Khatian No. 159, within Mouja Madurdaha, Touzi No. 2998, J.L. No. 12, Police Station Sadar Tollygunge, District 24 Parganas now South 24-Parganas;

The said Gunamani Safui died leaving his only son Kadar Nath Safui as his only heirs and legal representatives in respect of the properties left by the said Gunamani Safui;

The said Kadar Nath Safui had eight sons - Bankim Chandra Safui, Pran Krishna Safui, Upen Safui, Dhiren Safui, Sashi Bhusan Safui, Raj Krishna Safui, Kashab Chandra Safui and Jogendra Safui;

The said Kashab Chandra Safui died leaving his two sons Sarat Chandra Safui and Nirmal Chandra Safui;

The said Gunamani Safui and his only son Kadar Nath Safui died before the C.S. Settlement operation was finally published, effected and published and the name of Bankim Chandra Safui was only recorded in Column No. 13 of the C.S. 805, Record of Rights as Executor to the estate of Gunamani Safui in respect of the aforesaid C.S. Plots of land spread over the said Mouja Madurdaha.

ALL the heirs of said Gunamani Safui made amicable partition of the properties left by Gunamani Safui on the basis of the registered Deed of Partition dated 23.03.1942 and the said Deed of Partition was recorded in Book No. I, Volume No. 16 at Pages 216 to 275, Being No. 465, for the year 1942 and registered at the Office Sadar Sub-Registrar at Alipore and in terms of the said Deed of Partition, the said Sarat Chandra Safui and Nirmal Chandra Safui, both sons of Late Kashab Chandra Safui and great grandsons of Gunamani Safui got absolutely and forever of the properties mentioned in the Schedule "Chha" of the said partition deed, which included the land measuring 53.58 acres comprised in C.S. Dag No. 411, corresponding to R.S. Dag No. 417 under C.S. Khatian No. 159 corresponding to R.S. Khatian No. 153/1 of Mouza: Madurdaha, in their share and allotment.

The said Sarat Chandra Safui and Nirmal Chandra Safui both sons of Late Kashab Chandra Safui were jointly became the absolute owners of the aforesaid properties and also paying rates and taxes and seized and possessed of the said property till their lifetime and sufficiently entitled to the said property in its indefeasible estate of inheritance.

The said Nirmal Chandra Safui died intestate on 17.08.1970 leaving his widow Smt. Urmila Safui and two sons Sasanka Safui alias Haru Murari Safui and two daughters Swapna Safui and Hena Safui as his only heirs and legal representatives;

The said Smt. Urmila Safui and Sasanka Safui alias Haru, Murari Safui, Swapna Safui and Hena Safui were jointly enjoying the property left by their predecessor Nirmal Chandra Safui, since deceased along with Sarat Chandra Safui of the properties mentioned in the Schedule "Chha" of the Partition Deed dated 23.03.1942, which included the land

measuring 53.58 acres, comprised in C.S. Dag No. 411, corresponding to R.S. Dag No. 417, under C.S. Khatian No. 159 corresponding to R.S. Khatian No. 153/1 of Mouza: Madurdaha;

And while seized and possessed of the aforesaid landed property on 14.08.1974, the said Smt. Urmila Safui and Sasanka Safui alias Haru, Murari Safui, Swapna Safui and Hena Safui along with Sarat Chandra Safui jointly sold, transferred and conveyed at a valuable consideration mentioned therein to SRIMATI BELA RANI DAS, wife of Sri Hari Pada Das, by religion Hindu, by Nationality Indian, by occupation Business, residing at 76, Dakshin Purbachal Road, Police Station: Kasba, Kolkata: 700078, District : 24-Parganas, the Vendor herein of ALL THAT the land measuring an area of Seven Bighas Ten Cottahs One Chittack be the same a little more or less in Block No. A/1, Block No. B/1, comprised in C.S. Dag No. 411, corresponding to R.S. Dag No. 417 under C.S. Khatian No. 159, corresponding to R.S. Khatian No. 153/1 of Mouza: Madurdaha, J.L. No. 12, R.S. No. 212, Collectorate Touzi No. 2998, Pargana : Khaspur, within Police Station Sadar Tollygunge thereafter Tiljala, District 24-Parganas now District 24-Parganas (South) by a Deed of Conveyance dated 14.08.1974 registered in the Office of District Sub-Registrar at Alipore and was recorded in Book No. I, Volume No. 167, at Pages 25 to 39, Being No. 5999 for the year 1974;

After purchase SRIMATI BELA RANI DAS mutated her name in the records of J.L.R.O., Behala vide mutation Case No. 584 (T) of 74-75/9-11 dated 07.02.1975 and paid the rents and taxes to the Government.

The said SRIMATI BELA RANI DAS, while seized and possessed of the aforesaid land measuring an area of Seven Bighas Ten Cottahs One Chittak be the same a little more in Block No. A/1, Block No. B/1, comprised in C.S. Dag No. 411, corresponding to R.S. Dag No. 417 under C.S. Khatian No. 159, corresponding to R.S. Khatian no. 153/1, of Mouza: Madurdaha, J.L. No. 12, R.S. No. 212, Collectorate Touzi No. 2998, Pargana Khaspur, within Police Station Sadar Tollygunge thereafter Tiljala, District: 24-Parganas now District 24-Parganas (South) prepared a Scheme Plan, divided the land into different

plots for selling land and prepared adjacent roads thereto, to the different purchasers, of ALL THAT the land measuring 6 Bighas 10 Cottahs 9 Chittaks 44 Square Feet more or less out of Seven Bighas Ten Cottahs One Chittak during the period from 1976 to 1977 and retain herself remaining 19 Cottahs 7 Chittaks 1 Square Feet of land more or less.

There-after the said Smt. Bela Rani Das, while seized and possessed of ALL THAT the land measuring an area of nineteen cottahs seven chittaks one square feet of land free from all encumbrances comprised in C.S. Dag No. 411, C.S. Khatian No. 159, corresponding to R.S. Dag No. 417, R.S. Khatian No. 153/1 of Mouza Madurdaha, J.L. No. 12, R.S. No. 212, Collectorate Touzi No. 2998, Pargana Khaspur, within Police Station Tiljala, Additional District Sub-Registry Office Sealdah, District 24-Parganas now South 24-Parganas, mutated her name in the record of the Corporation of Kolkata and the said property has been assessed and numbered as Premises No. 298, Hossainpur, Police Station Tiljala, Kolkata 700107, within Ward No. 108 of the Kolkata Municipal Corporation;

The aforesaid Smt. Bela Rani Das, while seized and possessed of ALL THAT the land measuring an area of 19 Cottahs 7 Chittaks 1 Square Feet be the same little more or less lying, situate at and being Premises No. 298, Hossainpur, Police Station Tiljala, Kolkata 700107, sold 6 cottahs 8 chittaks 5 square feet of land being Plot Nos. 9 and 10 and 6 Cottahs 7 Chittaks 22 Square Feet being Plot Nos. 4 and 5 within Block A-1 total thirteen Cottahs twelve Square Feet out of nineteen Cottahs seven Chittaks one Square Feet, free from all encumbrances and retain herself remaining 6 Cottahs 6 Chittaks 34 Square Feet of land more or less comprised in C.S. Dag No. 411, C.S. Khatian No. 159, corresponding to R.S. Dag No. 417, R.S. Khatian No. 153/1 of Mouza Madurdaha, J.L. No. 12, R.S. No. 212, Collectorate Touzi No. 2998, Pargana Khaspur, being Scheme Plot Nos. 2 and 3 within Block No. A-1 lying, situate at and being Premises No. 298, Hossainpur, Police Station Tiljala, Kolkata 700107, within Ward No. 108 of the Kolkata Municipal Corporation, Additional District Sub-Registry Office Sealdah, District South 24-Parganas;

The aforesaid Srimati Bela Rani Das, wife of Hari Pada Das, the Vendor herein while seized and possessed of ALL THAT the land measuring an area of six Cottahs six

Chittaks Thirty four Square Feet of land, free from all encumbrances comprised in C.S. Dag No. 411, C.S. Khatian No. 159, corresponding to R.S. Dag No. 417, R.S. Khatian No. 153/1 of Mouza Madurdaha, J.L. No. 12, R.S. No. 212, Collectorate Touzi No. 2998, Pargana Khaspur, being Scheme Plot Nos. 2 and 3 within Block No. A-1 lying, situate at and being 298, Hossainpur, Police Station Tiljala, Kolkata -700107, within Ward No. 108 of the Kolkata Municipal Corporation, constructed a tile shed brick built structures on a portion of the land.

Thereafter the said Srimati Bela Rani Das, on receipt of the said fair consideration amount, sold and / or conveyed all that the piece and parcel of land measuring about 06 Cottahs and 06 Chittacks and 34 Sq.Ft., C.S. Dag No. 411, C.S. Khatian No. 159, corresponding to R.S. Dag No. 417, R.S. Khatian No. 153/1 of Mouza Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998, Pargana Khaspur, being Scheme Plot Nos. 2 and 3 within Block No. A-1 lying, situate at and being 298, Hossenpur, Police Station Tiljala, Kolkata -700107, within Ward No. 108 of the Kolkata Municipal Corporation, to and in favour of Sri Rameshwar Mishra and Kameshwar Mishra, by virtue of execution and registration of the Deed of Conveyance dated 01.04.2005. The said Deed was registered at the Office of the District Sub Registrar – III at Alipore and recorded in Book No. I, volume No.6, from 882 to 923 Pages and being Deed No. 2540 for the year 2005.

On and from the date of purchase of the said property, the said Sri Rameshwar Mishra and Kameshwar Mishra have become the joint and absolute Owner and Possessor of the above mentioned property and also started to possess and enjoy the same solely and absolutely and without any disturbance and / or hindrance from anybody and free from all encumbrances and thereby recorded their names in the B.L. & L.R.O. and their names have been recorded under L.R. Khatian No. 1069 and 1070 vide L.R. Dag No. 417 and thereafter mutated their names in the books and records of the Kolkata Municipal Corporation under Ward No. 108 and the said Property has started to be known and numbered as the KMC Premises No. 298, Hossenpur, Kolkata 700107 and assessed under

Assessee No. 31-108-04-0524-1 and thereby paying taxes and other payables to the concerned Authorities regularly.

During their such joint, absolute and peaceful possession and enjoyment of the said property, the said Sri Rameshwar Mishra and Kameshwar Mishra, being the Land Owners herein-named, for the purpose of better utilization of the property and to gain something more out of their property, have mutually decided to raise a multi – storied building there on their Schedule mentioned land property out of Schedule property, have entered into a Development Agreement on 07.06.2023 with the above named Developer namely SRI INDER KUMAR SADHWANI, being one of the Partners/Authorized Signatory of BIG BRICKS DEVELOPERS, to construct a multi storied building thereon the said property. The said Deed has been registered at the Office of the District Sub Registrar – IV at Alipore and recorded in Book No. I, Volume No. 1604-2023, from 210461 to 210489 Pages and Being No. 160406898 for the year 2023 and on the same date, i.e., on 07.06.2023, they have entered into a Development Power of Attorney and the said Deed has been registered at the Office of the District Sub Registrar – IV at Alipore and recorded in Book No. I, Volume No. 1604-2023, from 211129 to 211150 Pages and Being No. 160406905 for the year 2023.

SUBSEQUENTLY, the said Land Owners herein-named, have entered into a Supplementary Agreement on 19.03.2025 with the above named Developer namely SRI INDER KUMAR SADHWANI, being one of the Partners/Authorized Signatory of BIG BRICKS DEVELOPERS, to construct a multi storied building thereon the said property. The said Deed has been registered at the Office of the District Sub Registrar – IV at Alipore and recorded in Book No. I, Volume No. 1604 – 2025, from 75859 to 75872 Pages and Being No. 160402666 for the year 2025.

AND WHEREAS with the initiation of the Developer Concern, a Building Plan of G + IV/ G+V storied Building has been sanctioned after complying all the required formalities from the Competent Authority of The Kolkata Municipal Corporation vide B. P

Number _____ dated _____ of Borough _____.

AND WHEREAS after completion of the said building the said Developer has desired to sell individual units, out of the Developer's allocation and getting knowledge about such desire of the Developer and also being desirous to purchase a self-sufficient Flat/unit, the Purchaser herein named, has made contact with the Developer and expressed their desire to purchase one self-sufficient residential Flat/unit and thereafter inspected the various documents and papers in relation with the property, including the Title Deeds of the property, Development Agreement, registered General Power of Attorney, Corporation related documents, the Sanctioned Building Plan etc. and being fully satisfied with the title of the Land Owner and the right, interest and authority of the Developer, towards the disposal of its allocation, the Purchaser herein named has placed a proposal before the Developer concerning to purchase a self – sufficient residential Flat, Being No. _____, on the _____ Side of the _____ Floor, measuring about _____ (_____) Sq. Ft. of Carpet Area, of the said G + IV/ G+V storied building, ALONG WITH the proportionate share and interest in the land underneath TOGETHER WITH the other common areas, facilities, amenities, rights, duties and liabilities at or for a total price and/or consideration of Rs. _____/- (Rupees _____) only.

Finding the proposal as an acceptable one, the Developer herein named has decided to sell ALL THAT the self – sufficient residential Flat, Being No. _____, on the _____ Side of the _____ Floor, measuring about _____ (_____) Sq. Ft. of Carpet Area, of the said G + IV/ G+V storied building, which is more-fully described under the Schedule - "C" hereunder and shown in the annexed Plans by RED Border Line, to and in favor of the Purchaser herein-named, at or for a lump sum price and/or consideration of Rs. _____/- (Rupees _____) only, together with the undivided proportionate share of land and premises along with all the easement rights, privileges and benefits as also the

common facilities, amenities and rights as provided to all the Purchaser, subject to the stipulations and conditions to be followed and/or observed by the Purchaser herein along with the other co-owners of the said building. And for the same the Parties have entered into an Agreement for Sale and the Purchaser herein-named has started to pay the said consideration amount.

Subsequently, after making arrangement of money towards payment of the residue portion of the settled consideration amount as also the required expenses for the purpose of execution and registration of the required Deed of Conveyance, the Purchaser herein named have requested the Developer herein named to handover the possession of the said Flat and to execute the required Deed of Conveyance and to make the same registered to conclude the transaction, after receiving the residue portion of the settled consideration amount, on which the Developer concern herein named has agreed.

AND HENCE THIS DEED OF CONVEYANCE.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance to the said Agreement for Sale and in consideration of the said sum of Rs. _____/- (Rupees _____) only, well and truly paid by the Purchaser to the Developer on or before the execution of these presents as per Memo of Consideration attached herewith and the Developer herein, of and from the same and every part thereof does hereby acquit, release, exonerated and forever discharge the Purchaser as well as the said Flat, as more fully described in the Schedule - "C" hereunder written and every part thereof hereby sold AND the Land Owner does hereby sell, grant, transfer, convey, assign and assure unto and in favour of the Purchaser herein, free from all sorts of encumbrances and the Developer Concern does hereby confirm the said transfer of ALL THAT the self – sufficient residential Flat, Being No. _____, on the _____ Side of the _____ Floor, measuring about _____ (_____) Sq. Ft. of Carpet Area, of the said G + IV/ G+V storied building, lying and situated at the KMC Premises No. 298, Hossepur, Police

Station Tiljala, Kolkata -700107, within Ward No. 108 of the Kolkata Municipal Corporation, District : South 24 Parganas, as more fully and particularly mentioned in the Schedule - "C" hereunder written ALONG WITH all easement and quasi-easement rights and benefits for the use and enjoyment of the said Flat TOGETHER WITH the right to use the common areas, facilities, amenities and installations and other fittings and fixtures in the said building as more-fully described in the Schedule-"D" hereunder written in common with all other Owners/Occupiers of the said building for the purpose of uninterrupted egress and ingress and for other beneficial use and enjoyment of the said land, building and premises (the Flat, as mentioned above, are more-fully and particularly shown in the Plans or Maps annexed hereto and therein bordered with RED colour and hereinafter referred to as the "Said Unit"), free from all encumbrances, charges, liens, *lispendens*, claims, demands, liabilities, acquisitions, requisitions, alignments and trust WHATSOEVER OR HOWSOEVER OTHERWISE the said Unit or Flat or Premises or any part thereof, now are or is hereafter or heretofore was or were situated, butted, bounded, called, known, numbered, described and/or distinguished TOGETHER WITH structures, walls, yards, paths, passages, court yards, ways, sewers, drains, water, water courses, lights, rights, liberties, privileges, easements, benefits, advantages and appurtenances whatsoever thereto or therewith usually held, used, occupied, enjoyed, reputed to know as part and parcel thereof or appurtenant thereto, the said land, premises or unit hereby sold, conveyed, transferred, assured and assigned UNTO AND TO the Purchasers herein and reversion or reversions, remainder or remainders and rents, issues and profits thereof and all estate, right, title, interest, inheritance, trust, use, possession, property, claim and demand whatsoever both at Law and in Equity of the Land Owner as also the Developer into, upon and every manner or condition of the said land, premises or unit hereby conveyed, transferred and assured unto and to the use of the Purchasers and every part thereof TOGETHER WITH all deeds, pattahs, muniments, writings, evidences of title and all other documents exclusively relating to or concerning the said land, building, Flat and premises or any

part thereof which now are or at any time hereafter shall or may be in the care, custody or power or possession of the Land Owner or the Developer or any person or persons from whom the Land Owner or the Developer or any other person/s from whom they can or may procure the same without any action or suit at Law or in Equity TO HAVE AND TO HOLD the said land, building, premises and Flat, more-fully described in the Schedule 'C' hereunder written and hereby sold, granted, transferred, conveyed, assigned or assured or expressed or intended so to be unto and to the use or benefit of the Purchaser herein, absolutely and forever as and when and for an absolute and indefeasible and perfect estate analogous thereto and without any manner or condition, use, trust or other things whatsoever to alter, defeat, encumber and make void the same A N D free from all encumbrances, charges, liens, claims, demands, liabilities, trust, acquisition, requisition and alignment/s whatsoever.

AND THE LAND OWNER ALONG WITH THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER HEREIN AS FOLLOWS :-

- a) That notwithstanding any act, deed, matter or thing whatsoever by the Land Owner and the Developer done or executed or knowingly suffered by them to the contrary, they lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby sold, granted, transferred and conveyed or expressed or intended so to be and every part thereof for a perfect and indefeasible and absolute title or estate of inheritance without any manner or condition, use, trust or things whatsoever to alter, defeat, encumber or make void the same.
- b) That notwithstanding any such act, deed, matter or thing whatsoever as aforesaid, the Land Owner and the Developer have good right, full power and absolute authority or indefeasible title to sell, grant, transfer, convey, assign and assure the said property hereby sold, granted, transferred and conveyed or expressed and/or intended so to be unto and to the use of the Purchaser in the manner aforesaid.

- c) That the said Flat and the undivided proportionate share or interest in the land comprised in the said premises is free from all charges, encumbrances, liens, *lispendens* or any attachments whatsoever and that the said land, messuage and premises, as per the knowledge of the Land Owner and the Developer herein, is not subject to any litigation and there is no case, suit or proceeding is pending before any Court of Law against the said Unit and the said impartible, undivided and proportionate share or interest in the land comprised in the said premises.
- d) That the Purchaser shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said property and/or unit hereby sold, granted or conveyed, subject to payment of proportionate costs and expenses for maintaining the said building and will be eligible to receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrances, claims or demands whatsoever by the Land Owner or the Developer or any person or persons having lawfully or equitably claiming any right, title and interest whatsoever from, under or in trust for them.
- e) The Land Owner, along with the Developer and all persons having lawfully or equitably claiming any estate, right, title or interest whatsoever in the said property or any part thereof, from under or in trust for them and will from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchaser or his heirs and/or successors and/or assignees, make, do and execute or caused to be done and executed all such further and other lawful and reasonable acts, deeds, things and assurances whatsoever for further, better and more perfectly assuring and conveying the said property and every part thereof and the said impartible, undivided and proportionate share and interest in the land comprised in the said premises unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.
- f) That the Land Owner and the Developer shall and will at all times hereafter indemnify and keep the Purchaser indemnified of, from and against any and/or every types of losses and/or sufferings whatsoever the Purchasers may suffer in future for any

type of action or any defect in the title of the Land Owner to the said property or for any encumbrances to which the said property is, can or may be the subject to.

g) That the said Premises is neither hit by the provisions of the Urban Land (Ceiling and Regulations) Act, 1976 nor the same is hit by the provisions of the Calcutta Thika Tenancy Act nor any notice for acquisition or requisition has ever been served upon the Land Owner.

h) That the Land Owner and the Developer shall and will at all times hereafter at the request and at the costs and arrangements of the Purchaser produce or cause to be produced to the Purchaser or as the Purchaser shall direct all the original title deeds, documents and papers for comparing with the copies which are already supplied to them for the purpose of evidencing the title in respect of the said land and premises as mentioned in Schedule - "A" and at the like request and costs of the Purchaser to make and deliver the certified copies or extracts, thereof and in the meantime to keep the said original title deeds and documents unless prevented by fire or otherwise saved, unobliterated and un-cancelled.

i) That the Land Owner and the Developer do hereby accord their consent to the Purchaser towards mutating and separating and/or apportioning the said property in hisname in the Assessment Register of the Kolkata Municipal Corporation at the cost and expenses of the Purchaser.

AND FURTHER the Land Owner and the Developer do hereby covenant with the Purchaser that it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to have and to hold and enjoy the said Flat, including impartible, undivided and proportionate share in the land and premises and all the easement rights and that the Purchaser shall be entitled to sell, transfer, convey, lease out, let out or deal with or dispose of the said property including the undivided proportionate share of land and premises to any other person, at any price as may be decided by the Purchaser, which she shall deem proper AND ALSO without any interruption, disturbances, claims or demands from or by the Land Owner or the

Developer Concern or any other person or persons claiming through, under or in trust for them but must be along with all the covenants, liabilities and responsibilities as set-forth in this document.

The Purchaser shall apply for and get his name mutated as the Sole Owner in respect of the said Flat, in the books and records of the Kolkata Municipal Corporation and will may also obtain separate assessment of the said property or unit hereby sold.

THE PURCHASER DOES HEREBY COVENANT WITH THE LAND OWNER AS ALSO THE DEVELOPER AS FOLLOWS :-

- a) The Purchaser shall hold, occupy, own and enjoy the said undivided, proportionate and impartible share or interest of the land hereby sold and conveyed in common and inconsistent with the rights and interests of the Owners and/or Occupiers of other undivided shares in the said premises and all other persons lawfully entitled to the use the common areas and facilities now exist or hereafter to be existed in the said premises and to pay proportionate share of maintenance cost of the common facilities and/or amenities to be used and enjoyed by the Purchaser.
- b) The Purchaser does hereby undertake to pay the proportionate share of tax as assessed by the Competent Authority of the Kolkata Municipal Corporation, until the property sold under this Deed, is assessed separately and on and from that date onwards the Purchaser herein named will remain solely liable and/or responsible for the payment of the same directly to the Competent Authority.
- c) To keep the property sold under this instant Deed in good and reasonable condition.
- d) The Purchaser shall not claim any right, title or interest excepting the property purchased by him.
- e) The Purchaser shall become and remain member of the Association or Society to be formed in future.
- f) The Purchaser shall observe and perform strictly the terms and conditions, bye-laws and rules and regulations of the Association/Society to be formed in future.

g) The Purchaser may use the property sold and conveyed for the purpose as required by him, but obviously without creating any obstruction towards the peaceful use and enjoyment of the respective property by the other Occupiers of the building and obviously with the proper permission and/or license from the Competent Authority and the Owners and/or Occupiers of the Other Part of the premises will have no right to oppose for anything in that respect illegally.

IT IS FURTHER AGREED BY AND BETWEEN THE LAND OWNER, DEVELOPER AND PURCHASER AS FOLLOWS :-

a) That the undivided, proportionate share in the land of the said premises and the property hereby sold, transferred, conveyed, granted, assured and assigned unto and in favour of the Purchaser shall always remain impartible.

b) The Purchaser shall not throw or accumulate or allow to be thrown or accumulated any rubbish, tit-bits, night soils, etc., and various unused materials in the common areas, passages, except the place fixed for the same.

c) The Purchaser shall not create or permit to be created any annoyance or disturbance to the peaceful living of the other occupiers of the said premises but may do and/or perform any needful and/or additional works for further protection and/or better enjoyment of his purchased portion or the approach towards that portion at his own cost and without creating any such disturbances to the common right of use of the other Owners and Occupiers of the premises.

d) Proportionate costs and expenses for maintaining, repairing, renovating and decorating etc., of the main structure and in particular main gate, drains, water pipes, electric wire, in, under or upon the said building enjoyed and used by the Purchaser in common with other Owners of the said building and also the entrance, passage, path ways, drive ways, boundary walls and compounds etc., of the said land, building and premises.

- e) Proportionate costs of cleaning and lighting the passage, main entrance, drive ways and other common parts of the building as enjoyed and used with the other Owners commonly.
- f) Proportionate share towards the salaries and wages of watch man, sweepers etc.
- g) The Purchaser must not individually and without consulting with the other co-owners or other occupiers of the building, paint the outer portion of his property.
- h) After the execution and registration of the Deed, the Developer shall not entertain any complaints regarding the quality of construction or finishing or measurement of the said unit/flat.

SCHEDULE 'A'
(TOTAL LAND PROPERTY)

ALL THAT the piece and parcel of land, measuring about 06 Cottahs and 06 Chittacks and 34 Sq.Ft., C.S. Dag No. 411, C.S. Khatian No. 159, corresponding to R.S. & L.R. Dag No. 417, R.S. Khatian No. 153/1, corresponding to L.R. Khatian No. 1069 and 1070, of Mouza Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998, Pargana Khaspur, being Scheme Plot Nos. 2 and 3 within Block No. A-1 lying, situate at and being KMC Premises No. 298, Hossepur, Police Station Tiljala, Kolkata -700107, within Ward No. 108 of the Kolkata Municipal Corporation, and assessed under Assessee No. 31-108-04-0524-1. The property is butted and bounded by:

ON THE NORTH	: 20'-00" wide K.M.C. Road;
ON THE SOUTH	: Block A/1, Plot No. 1;
ON THE EAST	: Block A/1, Plot No. 1;
ON THE WEST	: Chowbagha Road. (60 FT wide K.M.C. Road)

SCHEDULE 'B'
(THE BUILDING)

ALL THAT the G + IV/ G+V storied building, as per the B. P. Number - _____ dated _____ of Borough _____, consisting Flats, Car parking Spaces, Spaces and other units.

The name of the Building is “ _____ ”.

The Lift Facility is provided within the building.

SCHEDULE 'C'
(THE FLAT TO BE SOLD UNDER THIS AGREEMENT FOR SALE)

ALL THAT the Self Sufficient Residential Flat, being No. _____, on the _____ side of the _____ Floor, having carpet area of about _____ (_____) Sq. Ft. which is equivalent to _____ (_____) Sq. Ft. Super Built – Up Area, type G + IV/ G+V storied building, consisting of _____, of the G + IV/ G+V storied building, along with the proportionate share and interest in the Land under the Building, to be constructed at the KMC Premises No. 298, Hossenpur, Kolkata 700107, Police Station Tiljala, District : South 24 Parganas, along with all other common facilities and amenities as set-forth in the Schedule 'D' hereunder, with the common liabilities as mentioned in Schedule 'E' hereunder with all other general, quasi easement and easement rights and liberties attached and due to the property under this Agreement, coupled with the common and individual duties and liabilities.

SCHEDULE 'D'
(COMMON AREAS AND FACILITIES RESERVED FOR THE FLATS / UNITS HOLDER WITH THE PREMISES)

ALL THAT the following portions shall be treated as common areas and facilities 1) Main Entrance Gate, 2) Passage, 3) Overhead water reservoir and the supply water line, 4)

Underground water reservoir and water line from reservoir to overhead tank, 5) Rain Water Pipeline, 6) Soil Pipe lines and sewerage tanks (if any), 7) Meter Space and installation of the meters, 8) Boundary wall 9) Stair: Stair Case with handrails, Stair landings, 10) Drainage, 11) Earth pits and other earthling requirements and all other common areas and facilities 12) ultimate roof, 14) lift and lift machine room.

SCHEDULE 'E'
(COMMON EXPENSES)

- 1) Proportionate share of Insurance premium for insuring the said building.
- 2) Proportionate share of Expenses to maintain outside elevation if needed.
- 3) Proportionate share of Expenses to maintain lift and keep it running condition
- 4) The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system, supply of electricity to all common areas.
- 5) The expenses of repairing, maintaining, painting, white-washing and colour washing the main structure of the building including the exterior of the building and also the common area of the building.
- 6) The costs of cleaning and lighting the entrance of the building, the passage and spaces around the building, lobby corridors, staircases, lift and lift room, and other common areas.
- 7) Salary, wages, fees and remuneration of durwans, sweepers, plumbers, electricians, caretakers or any other person whose appointment may be considered necessary for maintenance and protection of the said building and administration and management of the affairs thereof.
- 8) The Municipal taxes, commercial surcharges, multi-storied building taxes, urban land taxes, water taxes and other rates and taxes of said building.
- 9) All expenses of common services and in common with common areas and facilities.
- 10) Such expenses as are necessary for or incidental to the maintenance and up keeping of the building and of the common areas facilities and amenities.

IN WITNESS WHEREOF the Parties herein have set and subscribed their respective hands and signatures on the day, month and year above mentioned after going through the contents herein, understanding the meaning of the same and realizing the results thereof.

IN THE PRESENCE OF:

(1)

-
As the constituted Attorney of:
1. RAMESHWAR MISHRA AND
2. KAMESHWAR MISHRA

SIGNATURE OF LAND OWNERS

(2)

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted and Prepared:

Advocate
Alipore Judges' Court,
Kolkata – 700027.

R E C E I P T

RECEIVED from the Purchasers a sum of only, as
per the Memo below:-

MEMO OF CONSIDERATION

- Paid by Cheque being No. , dated ,
Drawn on bank, Branch Rs.
Total
(Rupees.....) only.

WITNESSES:

(1)

SIGNATURE OF THE DEVELOPER

(2)