

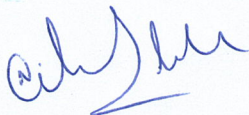
DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this _____ day of _____

20

B E T W E E N

UMA DEVI PROPERTIES PRIVATE LIMITED



Director

UMA DEVI PROPERTIES PRIVATE LIMITED



Director

Uma Devi Properties Private Limited (CIN no. U70109WB2022PTC258605), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 73, Block C, Bangur Avenue, Kolkata 700055 (PAN – AADCU2304F), represented by its directors (1) **SRI NILESH KUMAR ROHRA**, having PAN **ARUPR3837P** and (2) **SRI SAGAR ROHRA**, having PAN **BAPPR5052K**. Both are sons of Sri. Ashok Kumar Rohra, hereinafter referred to as the "Promoter" or "Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees), as the **FIRST PART**;

AND

1. (1) **SWAPAN PODDER (PAN - BQVPP8889E) (AADHAAR No.356980189290)** son of Late Bhimeshwar Podder, by faith – Hindu, by Nationality-Indian, residing at Village - Naipukur Reckjoani, Post Office – Rajarhat, Police Station – Rajarhat, District – North 24 Parganas, Kolkata - 700135, in the state of West Bengal (2) **AMIT PODDAR, PAN- AVLPP9294M, Aadhaar No.6784 3085 5386**, son of Bidhubhusan Poddar, by faith – Hindu, by Nationality-Indian, residing at Village - Naipukur Reckjoani, Post Office – Rajarhat, Police Station – Rajarhat, District – North 24 Parganas, Kolkata - 700135, in the state of West Bengal (3) **PUTUL RANI SAHA (PAN - PLVPS4100J) (AADHAAR No.777014522385)** daughter of Late Bhimeshwar Podder, by faith – Hindu, by Nationality-Indian, residing at 1/1 Shreenath Mukherjee Lane, Ghughudanga Post Office - Ghughudanga, Police Station – Dum Dum, Kolkata – 700030, District – North 24 Parganas, (4) **MINATI SAHA (PAN No. KBKPS6312C) (AADHAR No.724591529560)** daughter of Late Bhimeshwar Podder, by faith – Hindu, by Nationality-Indian, residing at 33 Arunachal Panihati (M) Sodepur Post Office – Sodepur, Police Station – Khardah District – North 24 Parganas, Kolkata – 700110, (5) **DOLLY SAHA (PAN - FONPS7814J) (AADHAAR No. 5039 2706 7172)** daughter of Late Bhimeshwar Podder, by faith – Hindu, by Nationality-Indian, residing at Naipukur, Rajarhat, Reckjoani, Rajarhat, Post Office – Rajarhat, Police Station – Rajarhat, Kolkata – 700135, District – North 24 Parganas (6) **MINA RANI PODDAR**

(PAN - EZMPP2243D) (AADHAAR No. 391573703433) wife of Late Sukha Ranjan Poddar, by faith – Hindu, by Nationality-Indian, residing at Naipukur, Rajarhat, Reckjoani, Rajarhat, Post Office – Rajarhat, Police Station – Rajarhat, Kolkata – 700135, District – North 24 Parganas **(7) BELA RANI PODDAR (PAN - CTMPP2791Q) (AADHAAR No.363624516939)** daughter of Late Sukha Ranjan Poddar, by faith – Hindu, by Nationality-Indian, residing at Naipukur, Rajarhat, Reckjoani, Rajarhat, Post Office – Rajarhat, Police Station – Rajarhat, Kolkata – 700135, District – North 24 Parganas **(8) DEBASISH PODDAR (PAN - AFVPP5837Q) (AADHAAR No.469521717027)** son of Late Sukha Ranjan Poddar, by faith – Hindu, by Nationality-Indian, residing at Naipukur, Rajarhat, Reckjoani, Rajarhat, Post Office – Rajarhat, Police Station – Rajarhat, Kolkata – 700135, District – North 24 Parganas **(9) SNEHASIS PODDAR (PAN - AFUPP8136P) (AADHAAR No. 543090431213)** son of Late Sukha Ranjan Poddar, by faith – Hindu, by Nationality-Indian, residing at Naipukur, Rajarhat, Reckjoani, Rajarhat, Post Office – Rajarhat, Police Station – Rajarhat, Kolkata – 700135, District – North 24 Parganas **(10) MIRA PODDER (PAN - FIWPP5867F) (AADHAAR No.722804151451)** daughter of Late Sukha Ranjan Poddar, by faith – Hindu, by Nationality-Indian, residing at 78, R.B.C Road, Barasat Post Office - Ghughudanga, Police Station – Dum Dum, Kolkata – 700124, District – 24 Parganas (North), **(11) MANIK LAL PODDER (PAN - AFSP6975N) (AADHAAR No.722804151451)** son of Late Sukha Ranjan Poddar, by faith – Hindu, by Nationality-Indian, residing at BL – 3A 5th Floor, FL – P, 88 Dum Dum Road, Near Hanuman Mandir, Dum Dum , VTC : Motijheel, Post Office - Motijheel, Police Station – Dum Dum, Kolkata – 700074, District – North 24 Parganas, **(12) GOPAL KRISHNA PODDAR (PAN - BQVPP8889E) (AADHAAR No. 712868090207)**, son of Late Chittaranjan Poddar, by faith – Hindu, by Nationality-Indian, residing at Naipukur, Rajarhat, Reckjoani Rajarhat, Post Office - Rajarhat Police Station – Rajarhat, Kolkata – 700135, District – North 24 Parganas, , **(13) KAMAL KRISHNA PODDAR (PAN - AKQPP4872R) (AADHAAR No.439372597688)**, son of Late Chittaranjan Poddar, by faith – Hindu, by Nationality-Indian, residing at Naipukur, Rajarhat, Reckjoani Rajarhat, Post Office - Rajarhat Police Station – Rajarhat, Kolkata – 700135, District – North 24 Parganas, **(14) HARADHAN PODDAR (PAN - AKQPP4873Q) (AADHAR**

No.504647765731), son of Late Chittaranjan Poddar, by faith – Hindu, by Nationality-Indian, residing at Naipukur, Rajarhat, Reckjoani Rajarhat, Post Office - Rajarhat Police Station – Rajarhat, Kolkata – 700135, District – North 24 Parganas, **(15) SUBRATA PODDAR (PAN - AJGPP9484Q) (AADHAR No. 688114733082)**, son of Late Chittaranjan Poddar by faith – Hindu, by Nationality-Indian, residing at Naipukur, Rajarhat, Reckjoani, Rajarhat, Post Office - Rajarhat Police Station – Rajarhat, Kolkata – 700135, District – North 24 Parganas, **(16) SUSANTA PODDAR (PAN - AJGPP9461M) (AADHAAR No. 536819964812)** son of Late Chittaranjan Poddar, by faith – Hindu, by Nationality-Indian, residing at Naipukur, Rajarhat, Reckjoani, Rajarhat, Post Office - Rajarhat Police Station – Rajarhat, Kolkata – 700135, District – North 24 Parganas, **(17) SUSMITA SAHA (PAN - CZUPS6299E) (AADHAAR No. 275022526465)** daughter of Late Ranjit Podder, by faith – Hindu, by Nationality-Indian, residing at FD – 64/5, Sector – III, Salt Lake City, Bidhannagar, Bidhannagar IB Market, Post Office – Salt Lake IB Block, Police Station – Bidhannagar South, West Bengal – 700106, District – North 24 Parganas **(18) SANTOSH PODDER (PAN - AXKPP0717A) (AADHAAR No.710271208427)** son of Late Ranjit Podder, **(19) PARITOSH PODDER (PAN No. AHNPP3697E) (AADHAR No. 396106199631)**, son of Late Ranjit Podder, by faith – Hindu, by Nationality-Indian, residing at 8/1B, Umakanta Sen Lane, Ghughudanga, Post Office - Ghughudanga, Police Station - Motijheel, Kolkata – 700030, District – North 24 Parganas, **(20) MRINAL PODDER (PAN - AFHPP9151M) (AADHAAR No.715378593473)** son of Late Paresh Chandra Podder, by faith – Hindu, by Nationality-Indian, residing at Gholakachari Road, Sahanagar, Barasat, Post Office – Barasat, Police Station - Barasat, Kolkata – 700124, District – North 24 Parganas **(21) SUSHIL PODDER (PAN - AFPPP9825E) (AADHAAR No.913453348385)** son of Late Paresh Chandra Podder, by faith – Hindu, by Nationality-Indian, residing at Gholakachari Road, Sahanagar, Barasat, Post Office – Barasat, Police Station – Barasat, Kolkata – 700124, District – North 24 Parganas **(22) GITA SAHA (PAN - PMYPS0334A) (AADHAAR No.846698436301)** daughter of Late Paresh Chandra Podder, by faith – Hindu, by Nationality-Indian, residing at Gholakachari Road, Sahanagar, Barasat, Post Office – Barasat, Police Station – Madhyamgram, District – North 24 Parganas, Kolkata – 700124,

(23) SHYAMALI PODDER (PAN - ALHPP4265E) (AADHAAR No. 450341856749) wife of Late Subhas Chandra Poddar, by faith – Hindu, by Nationality-Indian, residing at 37/4 A, Northern Avenue, 7 Tanks More, Ghughudanga, Post Office - Ghughudanga, Police Station – Dum Dum, Kolkata – 700030, District – North 24 Parganas, **(24) DEBAPRIYA PODDER (PAN - CVOPP4424Q) (AADHAAR No.801030247933)**, daughter of Late Subhas Chandra Poddar, by faith – Hindu, by Nationality-Indian, residing at 37/4 A, Northern Avenue, 7 Tanks More, Ghughudanga, Post Office - Ghughudanga, Police Station – Dum Dum, Kolkata – 700030, District – North 24 Parganas, **(25) SUMAN PODDER (PAN - BTJPP6514R) (AADHAAR No.640118765143)** son of Late Dulal Podder, by faith – Hindu, by Nationality-Indian, residing at 4/184, Mahajati Nagar, Panihati, Agarpara, Post Office – Agarpara, Police Station – Khardah, District – North 24 Parganas, Kolkata – 700109, and **(26) SOMA SAHA PODDER (PAN - CZXPP3393P) (AADHAAR No. 256205643849)** daughter of Late Dulal Podder, by faith – Hindu, by Nationality-Indian, residing at 92/1, M.D. Kalachand Road, Panihati, Post Office – Ghola, Police Station – Ghola, District – North 24 Parganas, Kolkata – 700111, hereinafter All of them are together called and referred to as the “**LAND OWNERS**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representative and/or assigns) of the **SECOND PART**.

AND

Amit DEY , S/O KUMAR DEY , having PAN No. **XXXXXXXXXX4K**, having permanent address at XXXXXXXXX , by occupation: XXXXXxxx , by Nationality: Indian

AND

Sai Roy, W/O Amit DEY, having PAN: **XXXXXXXX**, by occupation: xxxxxx by Nationality: Indian, residing at: xxxxxxxxxx, Hereinafter Both of them are TOGETHER referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors,

administrators, successors-in-interest and permitted assignees), as the **THIRD PART**.

The Promoter, Purchaser and the Land Owners shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS on 08th December, 1958 by virtue of a registered Deed of Sale one Sachindra Prasad Lahiri, the Vendor therein sold, transferred and assigned in favour of **Smt. Nanibala Poddar** being the Purchaser therein **ALL THAT** piece and parcel of homestead land hereditaments and premises containing by estimation an area of **65 satak admeasuring 39 Cottah 05 Chittack 35 Square Feet** be the same a little more or less alongwith all other common service areas, amenities and facilities appended thereto including all easement rights and appurtenances thereof lying and situate at Mouza – Rek Jowani, J.L. No. 13, Touzi No. 2998, R.S. Dag No. 1434, L.R. Dag No. 1512 under L.R. Kharian No. 2148, 2149, 2150, 2151, 2789, P. O. ___ Rajarhat ___, P.S. – Rajarhat, under Rajarhat Bishnupur Panchayat, Kolkata – ___700135___, Additional District Sub – Registrar, Rajarhat, District – 24 Parganas (North), morefully and particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as the "**SAID PROPERTY**", for a consideration mentioned therein and the same was recorded in Book No. – I, Volume No. – 119, Pages – 47 to 59, Being No. 8046 for the year 1958, registered in the office of Sub – Registrar Cossipore Dum Dum.

(b)

AND WHEREAS while seized and possessed of the "**SAID PROPERTY**" said Nanibala Poddar died intestate on 17th June, 1984 leaving behind her the surviving legal heirs/ heiress and successor / successors namely **her five sons** (a) Sri Swapan Podder, (b) Sri Bidhu Bhusan Poddar, (c) Late Chittaranjan Poddar the predecessor herein, (d) Late Sukha Ranjan Poddar the predecessor herein and (e) Late Ranjit Podder the predecessor herein **and four daughters namely** (a) Santi

Poddar (b) Smt. Putul Rani Saha (c) Smt. Minati Saha, and (d) Smt. Dolly Saha, jointly acquired the undivided scheduled **“SAID PROPERTY”** as per the prevailing laws by virtue of inheritance and succession as per Hindu Succession Act, 1956, as amended upto date, thereby being the absolute owners with respect to the same.

(c) **AND WHEREAS** while seized and duly possessing the undivided **“SAID PROPERTY”** free from all encumbrances, charges, liens, lis pendens, attachments, whatsoever or howsoever Chittaranjan Poddar, died intestate on 05th September, 2004, being the son of Nanibala Poddar, since deceased, leaving behind him his surviving wife Smt Bela Rani Poddar and five sons as his legal heirs/ heiress and successor(s) namely Sri Gopal Krishna Poddar, Sri Kamal Krishna Poddar, Sri Haradhan Poddar, Sri Subrata Poddar and Sri Susanta Poddar, who by virtue of inheritance and succession as per Hindu Succession Act, 1956, as amended upto date and as per the prevailing laws acquired their respective undivided share in the **“SAID PROPERTY”**.

(d) **AND WHEREAS** while seized and duly possessing the undivided **“SAID PROPERTY”** free from all encumbrances, charges, liens, lis pendens, attachments, whatsoever or howsoever Ranjit Poddar, died intestate on 28th October, 2004, being the son of Nanibala Poddar, since deceased, leaving behind him his surviving two sons Sri Santosh Podder and Sri Paritosh Podder and one daughter Smt Susmita Saha as his legal heirs/ heiress and successor(s), who by virtue of inheritance and succession as per Hindu Succession Act, 1956, as amended upto date and as per the prevailing laws acquired their respective undivided share in the **“SAID PROPERTY”**.

(e) **AND WHEREAS** while seized and duly possessing the undivided **“SAID PROPERTY”** free from all encumbrances, charges, liens, lis pendens, attachments, whatsoever or howsoever Sukharanjan Poddar, died intestate on 05th March, 2006, being the son of Nanibala Poddar, since deceased, leaving behind him his surviving wife Smt Mina Rani Poddar and four sons Sri Debasish Poddar, Sri Snehasis Poddar and Manik Lal Podder and Subhas Chandra Poddar (now deceased) and one daughter Smt Mira Podder as his legal heirs/ heiress and

successor(s), who by virtue of inheritance and succession as per Hindu Succession Act, 1956, as amended upto date and as per the prevailing laws acquired their respective undivided share in the **“SAID PROPERTY”**.

(f) **AND WHEREAS** while seized and duly possessing the undivided “SAID PROPERTY” free from all encumbrances, charges, liens, lis pendens, attachments, whatsoever or howsoever Subhas Chandra Poddar, died intestate on 28th December, 2017, being the son of Sukharanjan Poddar, since deceased, leaving behind him his surviving wife Smt Shyamali Podder the and two daughters Smt Debapriya Podder and Smt Debdatta Podder as his legal heirs/ heiress and successor(s), who by virtue of inheritance and succession as per Hindu Succession Act, 1956, as amended upto date and as per the prevailing laws acquired their respective undivided share in the **“SAID PROPERTY”**.

WHEREAS Smt Debdatta Podder donated her entire share in the “SAID PROPERTY” to her mother Smt Shyamali Podder via deed 152320363 for the year 2022 registered in Book – I, volume number: 1523 – 2022, page from 764605 to 764625 at A.D.S.R : Rajarhat.

(g) **AND WHEREAS** while seized and duly possessing the undivided “SAID PROPERTY” free from all encumbrances, charges, liens, lis pendens, attachments, whatsoever or howsoever Santi Poddar, since deceased, died intestate on 01st May, 2020, being the daughter of Nanibala Poddar, since deceased, leaving behind her, her surviving three sons Sri Dulal Podder, deceased, Sri Mrinal Podder, Sri Sushil Podder, and one daughter Smt Gita Saha, as her legal heirs/ heiress and successor(s), who by virtue of inheritance and succession as per Hindu Succession Act, 1956, as amended upto date and as per the prevailing laws acquired their respective undivided share in the **“SAID PROPERTY”**.

(h) **AND WHEREAS** while seized and duly possessing the undivided “SAID PROPERTY” free from all encumbrances, charges, liens, lis pendens, attachments, whatsoever or howsoever Sri Dulal Podder, since deceased, died intestate on 28th February, 2022, being the son of Santi Poddar, since deceased and paternal grandson of Nanibala

Poddar, since deceased, leaving behind him, his surviving one son Sri Suman Podder and one daughter Smt Soma Saha, as his legal heirs/ heiress and successor(s), who by virtue of inheritance and succession as per Hindu Succession Act, 1956, as amended upto date and as per the prevailing laws acquired their respective undivided share in the **“SAID PROPERTY”**.

(i) **AND WHEREAS** by virtue of inheritance and succession as per Hindu Succession Act, 1956, as amended upto date and as per the prevailing laws, Sri Swapan Podder, Sri Bidhu Bhushan Podder, Smt Putul Rani Saha, Smt Minati Saha, Smt Dolly Saha, Smt Mina Rani Podder, Sri Debasish Podder, Sri Snehasis Podder, Smt Mira Podder, Sri Manik Lal Podder, Smt Bela Rani Podder, Sri Gopal Krishna Podder, Sri Kamal Krishna Podder, Sri Haradhan Podder, Sri Subrata Podder, Sri Susanta Podder, Smt Susmita Saha, Sri Santosh Podder, Sri Paritosh Podder, Sri Mrinal Podder, Sri Sushil Podder, Smt Gita Saha, Smt Shyamali Podder , Smt Debapriya Podder, Sri Suman Podder and Smt Soma Saha Podder became the full and absolute owners, enjoying the peaceful possession of the undivided scheduled subject property morefully and particularly described in the **“SAID PROPERTY”** hereunder below together with all easement rights free from all encumbrances, liens, lispendens, attachments, claims and demands in any manner whatsoever.

AND WHEREAS the land owners herein, with the intention of construction of multi-storied building over the said plot of land have approached the developer and on the basis of such approach made by the owner, the developer being experienced in developing the properties, have agreed to develop the said property, more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter called the **“SAID PROPERTY ”**

The Land Owner and the Promoter have entered into joint development agreement on 01st February, 2023 registered in Book No I, volume number 1523-2023, page from 62132 to 62210 being No **152301422** for the year 2023. registered at the office of the Additional District Sub- Registrar at Rajarhat, Newtown, North 24 Parganas.

The "Promoter" has been granted Power of Attorney registered in Book – I, Volume number 1523-2023, Page from 62662 to 62708 being no **152301444** for the year 2023 by the Land Owners.

AND WHEREAS the Developer got sanction of a building plan from The Office of The Rajarhat Panchayat Samity, Rajarhat, North 24 Parganas to develop the Project vide approval memo no. **743/RPS**, dated **10/06/2024** and For commercial exploitation of the property morefully and particularly described in the First schedule hereunder written by constructing several units of residential flats and commercial Space and car parking space thereupon.

AND WHEREAS in pursuance of the said agreement and the said Power of Attorney, the developer has been constructing a G+4 storeyed building consisting of several flats, Commercial Space & Car parking Space in accordance with the building plan sanctioned by the **Rajarhat Panchayat Samity**.

AND WHEREAS The Purchasers have duly satisfied itself in all respect and prior to the execution of these presents the Developer has explained the scheme of the project to the purchaser and the purchaser have duly examined plan, layout, orientation and the scheme of the aforesaid Project and the purchasers have accordingly satisfied himself as to the quality of construction, materials used dimensions, size, floor plan amenities and facilities and all other aspects of the said flat, the block and / or the project. The Deeds and all other relevant documents where under the Vendors above named have acquired right, title & interest in the lands and the details of the aforesaid land to comprise of the Project **Devi DURGA** has been duly inspected by the purchasers and satisfied for the same.

AND WHEREAS in terms of the agreement dated ___01/02/2023___ made between the Vendors as the owners and the confirming party as the Developer and the Purchaser herein, the Vendors and the Developer have

agreed to sell and transfer unto the Purchaser herein **ALL THAT** a self contained residential flat, identified by **Flat No.** ' _____ ', in **Block-** _____, measuring more or less _____ **Sq.ft.** super built up area, (including 25% Super built-up area), located at _____ **FLOOR** of the premises namely "**DEVI DURGA**" **TOGETHERWITH** undivided impartible proportionate share of land, **lying and situated at at Mouza – Reckjoani, J.L. No. 13, Touzi No. 2998, R.S. Dag No. 1434, L.R. Dag No. 1512, Post Office Rajarhat, Police Station – Rajarhat, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayat, Kolkata – 700135, New Town, District – North 24 Parganas. TOGETHERWITH** right to common use of common areas and facilities attached to the said building, morefully and particularly described in the **THIRD SCHEDULE** hereinbelow, subject to make payment of proportionate expenses for maintenance of common areas and facilities, morefully and particularly described in the **FOURTH SCHEDULE** hereinbelow for a total consideration of **Rs.** _____ /- (**Rupees** _____) **only** and the Purchaser herein have agreed to purchase the same at the above price under following terms and conditions.

- :: **NOW THIS INDENTURE WITNESSETH AS FOLLOWS** ::-

In pursuance of the said agreement and at the total consideration of sum of **Rs.** _____ - (**Rupees** _____) **only** paid by the Purchasers to confirming party / Developer in manner stated in the memo of consideration appended below (the receipt whereof the Developer do hereby receipt hereunder written admit and acknowledge and from the same and every part thereof) the Vendors and the Developer doth hereby acquit, release and forever discharge the said proportionate undivided share of interest in the said land and also the flat, identified by **Flat No.** ' _____ ', in **Block-** _____ measuring more or less _____ **Sq.ft.** area (including 25 % Super built up area), located at _____ **FLOOR** of the premises namely "**Devi DURGA**" to the Purchaser. They the Vendors and the Developer do and each of them doth hereby sale, grant, transfer, convey, assign, and assure unto the Purchaser **ALL THAT** proportionate undivided share of interest of **ALL THAT** piece and parcel of land containing area of measuring more or

less 65 (sixty five) Decimal equivalent to 39 (thirty nine) Cottah 05 (five) Chittack 35 (thirty five) Square Feet as well as the said flat, identified by **Flat No.** '___', in **Block** – _____, measuring more or less _____ Sq.ft. super built up area (including 25% Super built up area), located at _____ **FLOOR** of the premises namely "Devi DURGA ", and morefully particularly described in the **SECOND SCHEDULE** hereunder written and delineated in the map or plan hereto annexed and thereon bordered in **RED** (hereinafter referred to as the said proportionate undivided share in the said land and the said flat) OR HOWSOEVER OTHERWISE the said proportionate undivided share in the said land and said flat now are or is or at any time to times heretofore were or was situated, butted and bounded, called, known, numbered, described and distinguished TOGETHERWITH all boundary walls, areas, sewers, drains, paths, passages, water, water-sources and all manner of ancient and other lights, liberties, rights, easements, privileges, advantages, emolument, appendages and appurtenances, whatsoever standing and being into or upon or belonging thereon or any part thereof with which the same now are/or is or at any time or times heretofore were or was held, used, occupied, enjoyed, accepted, reputed, deemed taken or known as part parcel or member thereof or appurtenant thereto AND ALL THE REVERSION OR REVERSIONS, REMAINDER OR REMAINDERS AND THE RENTS issues and profits thereof and every part thereof and all the estate, right, title, interest, claim use inheritance trust possession property or demand whatsoever of the Vendors and the Developer doth at law or in equity into and upon the said undivided proportionate share in the said land and the said flat TOGETHERWITH their and every of their respective rights liberties and appurtenances whatsoever unto the Purchaser free from all encumbrances trust and lispens attachments, whatsoever AND TOGETHERWITH easements or quasi easement and other stipulations and provision in connection with the beneficial use and enjoyment of the said proportionate undivided share in the said land and the said flat TO HAVE AND TO HOLD the said proportionate undivided share in the said land the said flat and all other rights, hereby granted, sold, conveyed, transferred, assigned and assured and every part hereof absolutely and forever.

**THE VENDORS AND THE DEVELOPER DO AND EACH OF THEM DOTH
HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS**

(a) That notwithstanding any act deed or thing whatsoever heretofore done committed or knowingly suffered by the Vendors and the Developer to the contrary the Vendors and the Developer are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

(b) That the Vendors and the Developer have good rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said proportionate undivided share in the said land and the said flat and every part thereof unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these present.

(c) That it shall be lawful for the Purchasers at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said flat and receive the rents issues and profits thereof without any lawful eviction, interruption hindrance, disturbance, claim or demand, whatsoever from or by the Vendors and the Developer or any person or persons having or lawfully or the Developer or any person or persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said proportionate undivided share in the said land, and the said flat from under through or in trust for the Vendors and the Developer and free clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendors and the Developer well and sufficiently saved defended kept harmless and indemnified or from the against all charge lispens and encumbrances, whatsoever made done executed or knowingly suffered by the Vendors and the Developer.

(d) That the Vendors and the Developer all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said

proportionate share in the said flat from through under or in trust for the Vendors and the Developer shall and will from time to time and all times hereafter at the request and cost of the Purchasers do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

THE PURCHASERS DOTH HEREBY COVENANT WITH THE
VENDORS AND THE DEVELOPER AS FOLLOWS :

(a) That the Purchasers shall maintain at their own cost the units hereby sold and conveyed in good condition.

(b) The Purchasers shall keep the walls of the said flat and partition walls, sewers, drains, pipe and other fittings and fixture appurtenances thereto belonging in good tenable repair and conditions in particularly so as to support, shelter and project and parapets and other portion of the building besides the said unit.

(c) That the Purchasers shall not use the said flat for any purpose other than for residential purpose and shall not store or allow to be stored any inflammable goods other than domestic use.

(d) That the Purchasers shall not at any time demolish or cause to be demolished, damage or cause to be damaged the unit or any part thereof which will weaken the main structure of the building or do any such thing without approval of Developers Architect and Engineers, for the said property.

(e) Upon the formation and registration of the said Society/Association the respective obligations and convenience of the Developers, the Purchasers and all other person and persons owning other units in the said building herein contained shall cease and shall vest in the Society/Association.

(f) The Purchasers, their servants and agents shall not in any way obstruct or cause to be obstructed the common passages, landings, staircase of the said property not store therein any rubbish or other materials.

(g) From the date of delivery of possession of the said premises and/or unit, the Purchasers shall pay the proportionate cost of yearly maintenance charges for service and maintenance of common parts, common easements, etc. as mentioned in the Fourth Schedule hereto.

(h) So long as the said premises shall not be separately assessed for Municipal Taxes, the Purchasers shall pay the proportionate share of the Municipal Taxes, rates (both owner and occupier) Surcharge if any assessed on the said property and the building thereon applicable from the date of execution of Deed of Conveyance.

(i) The Purchasers shall be allowed to install or affix any name plate, signboard in the place specified for the purpose in the said building.

(j) That the Purchasers shall have to pay the Yearly maintenance charges of the lift whether they uses the lift or not.

(k) That the Purchasers shall have absolute right to sell, mortgage, gift, lease or any kind of transfer the said flat hereby sold, conveyed, granted, transferred including the super built-up area.

(l) That the Purchasers shall not throw or accumulate dirt, rubbish, rags or other refuses or permit the same to be thrown or allow the same to be accumulated in their flat or in the compound or any portion of the said building.

(m) That the Purchasers shall have the common right of use and enjoyment of the roof of the 4th floor of the building and the Purchaser, their heirs, executors, administrators, representatives, assigns shall not claim any right for further construction on the roof for any purpose.

(n) That the Purchasers hereby undertakes that he will perform, fulfil and abide by all the terms and conditions, covenants, obligations as mentioned in FOURTH and FIFTH Schedule hereinafter written and this sale is subject to the aforesaid terms, conditions and covenants, obligations and rules.

(o) The right of the Purchasers shall remain restricted to the said flat and the properties appurtenant thereto and shall not have any right whatsoever or howsoever into or upon the other parts of the building.

(p) The Vendors and the Developer will support any application made by the Purchasers for mutation of the name of the Purchasers on the said flat hereby sold and will at the cost of the person requiring the same to do all that may be required to do for obtaining mutation in favour of the Purchasers.

FIRST SCHEDULE ABOVE REFERRED TO:

(Total area of land to be developed)

ALL THAT piece and parcel of homestead land hereditaments and premises containing by estimation an area of **65 (sixty five) Decimal** equivalent to 39 (thirty nine) Cottah 05 (five) Chittack 35 (thirty five) Square Feet be the same a little more or less thereof lying and situate at **Mouza - , Reckjoani**, J.L. No. 13, Touzi No. 2998, R.S. Dag No. 1434, **L.R. Dag No. 1512** under L.R. Khatian No. 2148, 2789, 9249, 9250, 9251, 9252, 9254, 9255, 9256, 9257, 9259, 9260, 9261, 9265, 9266, 9267, 9268, 9269, 9270, 9271, 9272, 9273, 9274, 9275, 9276, 9277 and _____ Police Station - **Rajarhat**, within the local limits of Rajarhat Bishnupur 1 No. Panchayat, Kolkata - **700135**, Additional District Sub - Registrar office Bidhannagar (Salt Lake City) at present Additional District Sub - Registrar office Rajarhat, New Town, District

– North 24 Parganas, in the state of West Bengal, the said property is butted and bounded as follows :-

on the north :- L.R. Dag No. 10,11,7, 6.

on the south :- L.R. Dag No. 1513, 1461, 1464

On the east :- L.R. Dag No. 1489

On the West :- 25 ft WIDE PANCHAYAT ROAD.

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the flat hereby sold)

ALL THAT right, title and interest in respect of a self-contained residential flat, identified by **Flat No.** '____', in **Block –** _____, measuring more or less _____ **Sq.ft.** Super built up area (including 25% Super built up area), located at _____ **FLOOR** of the premises, consisting of 2 Bed rooms, 1 Dining-cum-Living, 1 Kitchen, 2 Toilets of the premises namely "**DEVI DURGA**" **TOGETHERWITH** undivided impartible proportionate share of interest in the land comprised in the said property, under L.R. Khatian No. 2148, 2789, 9249, 9250, 9251, 9252, 9254, 9255, 9256, 9257, 9259, 9260, 9261, 9265, 9266, 9267, 9268, 9269, 9270, 9271, 9272, 9273, 9274, 9275, 9276, 9277 and Police Station – Rajarhat, within the local limits of Rajarhat Bishnupur 1 No. Panchayat, Kolkata – 700135, Additional District Sub – Registrar office Bidhannagar (Salt Lake City) at present Additional District Sub – Registrar office Rajarhat, New Town, District – North 24 Parganas,, **TOGETHERWITH** common areas, facilities, amenities of the demised premises, shown in the annexed site plan by **RED** bordered boundary line,

morefully and particularly described in the **FIRST SCHEDULE** hereinabove is hereby sold. The property hereby sold is butted and bounded as under:

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THIRD SCHEDULE ABOVE REFERRED TO

(common use of common areas and facilities)

Part 1 – Common Area and Portions (with access for all allottees)

- a. Lobbies, stair case and lifts.
- b. Open pathways, Boundary walls, all gates to the premises.
- c. Security room, Common Toilets.
- d. Gym, Community Hall, Games Room, Gardens and Kids Play Area,
- e. Roof of the 4th floor of the building(s).

Part 2 – Service Area and Portion (With access for only maintenance staff and Association)

- a. Stair Head Room, Service Rooms, Lift Machine Room, Lift well.
- b. Electric Meters, Wiring and electric accessories for lighting of common areas in the block.
- c. Electric transformer/s, Electric cables.
- d. Overhead water reservoirs, Underground water reservoir, Exterior Water pipes/ pipe lines.
- e. Drains sewers, septic tank/s and their connection with the KMC.
- f. All Pumps and motors, Water filter plant area.
- g. All external lighting, Generator Room, DG area.

FOURTH SCHEDULE ABOVE REFERRED TO

(Cost of maintenance of common service or facilities)

1. Cost of maintenance, repairing, redecorating. Etc. of the main structure and in particular the gutters fresh and rain water pipe drains, sewerage and water storage tanks and electric wires, motors generators and other applications and passages in or under or upon the building and enjoyed or used by the purchasers in common with the other occupiers of flats and main entrance passage landing staircase of the building enjoyed by the purchasers or used by them in common as aforesaid and boundary walls of the building, compound, terraces etc.
2. Cost of cleaning and lighting the passage, landing, staircase life and other parts of the building as enjoyed or used by the purchasers in common as aforesaid.
3. Cleaning and maintenance of Gym, Community Hall, Games Room, Gardens, Kids Play Area,
4. Cost of maintenance and decorating the exteriors of the building.
5. Cost of working and maintenance of light and service charges.
6. Municipal rates and taxes, Save those separately assessed for flat.
7. Premium of insurance of the building.

8. Costs and charges of establishment for maintenance of the building and the said salaries of all persons employed for the same purpose.
9. Yearly lift maintenance charge.
10. The office expenses incurred for maintaining the office for common purpose.
11. All other expenses and outgoing as are deemed by the Developer to the necessary incidental for and regulating interest and/or the rights of the purchasers and occupiers including the Developer and the owners or co-shares.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Easements)

The purchaser and other Co - Owners shall be entitled to all right privileges, vertical and lateral supports, easements, quassi-easements, appendages and/or appurtenances whatsoever belonging to and/ or in unwise appertaining to their respective flats/apartment or the roof of the 4th floor of the building or therewith usually held, used occupies or enjoyed or reputed to be known as part hereafter morefully specified.

1. The right to access in common with the co-owners of the building at all times and for all normal domestic purpose connected with the use and enjoyment of the said flat/apartment and other flats/apartments in the said buildings.
2. The right of way in common as aforesaid and at all times and for all purposes connected with the reasonable use and enjoyment of the respective flats of the Co-owners comprised within the said buildings and the said land.

3. The right of paths and passages in all the common portions for gas, electricity, water from and to the respective flats of the Co-owners and the roof of 4th floor of the building through pipes, drains wires and conduits lying or being in under through or over the said building and the said land as they may be reasonably necessary for the beneficial occupation of the areas of the co-owners for all purpose whatsoever.

4. The right passage of utilities including connection for telephone, television pipes, cables, conduits etc. through each and every part of the building including the said unit.

5. Right to support shelter and protection of each portion of the building by other and /or other thereof as far as they protect the same.

6. The absolute unfiltered and unencumbered right over the common portions subject to the terms and conditions herein contained.

7. Such right, supports, easements and appurtenances as usually held, uses occupied or enjoyed as part or parcel of the said unit.

8. Right to install television antenna on the stair cover of the roof of the building without in any manner disturbing any co – owners entitled exclusively to the same.

9. The right with or without workmen are necessary supply of materials of the purchasers to enter from time to time upon the other parts of the building including the other units for the purposes of repairing so far as may be necessary such pipes, drains, wires and conduits and for the purpose of rebuilding repairing or cleaning any part or portions of the said building in so far as such repairing or cleaning as aforesaid can not be reasonably carried out without such entries.

10. The right to use stair case and lift in common with co -owners of the building.

IN WITNESSES WHEREOF, the Parties have hereunto set their respective signature on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF :

1.

As Constitutate Attorney for and on behalf
of Vendors .
Signature of the Vendor.

2.

Signature of the Promoter

Signature of the Purchaser/s.

RECEIVED Rs. _____/- (Rupees _____) **only** from the within named Purchasers being full and final consideration as per following memo:-

MEMO OF CONSIDERATION

Cheque/Draft	Date.	Bank	Amount
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Signature of the Developer/ Confirming party.

DRAFTED AND PREPARED BY :

Advocate Sarbajit Dutta