

DEED OF CONVEYANCE

Date: / /

Nature of Document : **DEED OF CONVEYANCE**

Parties: Collectively, the following which will include their and each of their respective heirs, executors, administrators, legal representatives and assigns.

OWNERS : 1) SHRI SUSHANTA DAS, PAN - AGHPD6845K, Aadhaar No. - 2341 4600 7024, son of Late Jaynarayan Das, **2) SMT. AMITA**

SAHA, PAN - EMMPS9893F, Aadhaar No. - 9245 4895 3007, Mobile No. - 9903932063, wife of Late Sourendra Nath Saha, **3) SMT. MITHU SAHA**, PAN - FNZPS9608R, Aadhaar No. - 6216 6301 6261, Mobile No. - 9903932063, daughter of Late Sourendra Nath Saha, **4) SHRI SOMNATH SAHA**, PAN - FDYPS9777Q, Aadhaar No. - 4815 8489 9805, Mobile No. - 8910628226, son of Late Sourendra Nath Saha, all by faith Hindu, by Nationality Indian, by occupation - Social Work, Housewife & Service, all are residing at Laskarpur Peyara Bagan, P.O. - Laskarpur, P.S.- Sonarpur at Present Narendrapur, Dist. - South 24 Parganas, Kolkata - 700015, hereinafter called and referred to as “the **LAND OWNERS**”, represented by their Constituted Attorney **PARK 65 REAL ESTATE PRIVATE LIMITED**, having PAN - AANCP6203G, a Private Limited Company, having its office at 4, Bonhooghly, Bagharghole Mallickpara, P.O. - Banhooghly, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700103, represented by its Directors - **1) SAFIUDDIN MALLICK**, PAN - AXNPM2488A, Aadhaar No. 5547 4857 1802, Mobile No. 9831912412, son of Samser Mallick, by faith Islam, by Nationality Indian, by occupation - Business, residing at Sreepur Bagharghole, Mallickpara, P.O. - Banhooghly, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700103, **2) PALASH PAUL**, PAN - CFRPP4777F, Aadhaar No. 5701 1245 6856, Mobile No. 8013844787, son of Dipak Chandra Paul, by faith Hindu, by Nationality Indian, by occupation - Business, residing at Durgapally, Laskarpur, P.O. - Laskarpur, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, **3) TUHIN ROY**, PAN - COAPR2992J, Aadhaar No. 3503 0253 0667, Mobile No. 7003717068, son of Biplab Chandra Roy, by faith Hindu, by Nationality Indian, by occupation - Business, residing at Durgapally, Laskarpur, P.O. - Laskarpur, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, **4) SUBHAJIT DAS**, PAN - CRKPD9102R, Aadhaar No. 5625 2896 4034, Mobile No. 8240167826, son of Susanta Das, by faith

Hindu, by Nationality Indian, by occupation - Business, residing at Laskarpur Peyara Bagan, P.O. - Laskarpur, P.S.- Sonarpur at Present Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, by a Development Power of Attorney dated , registered at the Office of A.D.S.R.-Garia and recorded in the Book No. I, Volume No. , Pages from to , being No. , for the year 2023, hereinafter called the 'OWNERS' of the ONE PART.

AND

PURCHASER : , hereinafter called 'the PURCHASER of the SECOND PART.

AND

DEVELOPER: **PARK 65 REAL ESTATE PRIVATE LIMITED**, having PAN - AANCP6203G, a Private Limited Company, having its office at 4, Bonhooghly, Bagharghole Mallickpara, P.O. - Banhooghly, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700103, represented by its Directors - **1) SAFIUDDIN MALLICK**, PAN - AXNPM2488A, Aadhaar No. 5547 4857 1802, Mobile No. 9831912412, son of Samser Mallick, by faith Islam, by Nationality Indian, by occupation - Business, residing at Sreepur Bagharghole, Mallickpara, P.O. - Banhooghly, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700103, **2) PALASH PAUL**, PAN - CFRPP4777F, Aadhaar No. 5701 1245 6856, Mobile No. 8013844787, son of Dipak Chandra Paul, by faith Hindu, by Nationality Indian, by occupation - Business, residing at Durgapally, Laskarpur, P.O. - Laskarpur, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, **3) TUHIN ROY**, PAN - COAPR2992J, Aadhaar No. 3503 0253 0667, Mobile No. 7003717068, son of Biplab Chandra Roy, by faith Hindu, by Nationality Indian, by occupation - Business, residing at Durgapally, Laskarpur, P.O. - Laskarpur, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, **4) SUBHAJIT DAS**, PAN - CRKPD9102R, Aadhaar No. 5625

2896 4034, Mobile No. 8240167826, son of Susanta Das, by faith Hindu, by Nationality Indian, by occupation - Business, residing at Laskarpur Peyara Bagan, P.O. - Laskarpur, P.S.- Sonarpur at Present Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, hereinafter called the **DEVELOPER** of the **THIRD PART**.

Subject of Conveyance:

Transfer of said flat and Appurtenances:

Said Flat: ALL THAT piece and parcel of one facing Residential Flat No., having super built up area Sq. Ft. more or less on Floor with Flooring consisting of () Bed Rooms, () Dining Cum Kitchen Room, () Balcony, () Bath, and () W.C of the G+III Storied Building named as lying and situated at **ALL THAT** piece and parcel of land measuring about 04 cottah together with 200 sq.ft. Pucca structure having cemented flooring comprised in C.S. & R.S. Dag No. 782 corresponding to L.R. Dag No. 2340, under L.O.P. No. 467, L.R. Khatian No. 213, of Mouza - Laskarpur, J.L. No. - 57, within the local limits of Rajpur-Sonarpur Municipality, under Ward No. 31, being Holding No. 199, Peyara Bagan Road, under P.S. - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, morefully described in the SECOND SCHEDULE hereunder written (hereinafter called the SAID PROPERTY).

Land Share: Undivided, impartible, proportionate and variable share in the land comprised in the said property as is attributable to the Said Flat (Land Share). The Land Share is /shall be derived by taking into consideration in proportion, of the super built up area of the Said Flat out of the total super built up area of the Said Building.

Share in Common Portions: Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and

facilities of the Said Building as is attributable to the Said Flat (Share in Common Portions) and the said common areas, amenities and facilities are fully described in the THIRD SCHEDULE hereunder written (collectively Common Portions). The Share in Common Portions is /shall be derived by taking into consideration in proportion of the super built up area of the Said Flat out of the total super built up area of the Said Building.

Background:

Ownership of the Land Owners: By virtue of the events and in the circumstances, the Land Owners became the absolute Owners of the Said Property, free from all encumbrances and remained in peaceful possession thereof, particularly described as follows:

WHEREAS one Sourendra Nath Saha became the absolute owner of All That piece and parcel of measuring about 04 cottah from C.S. & R.S. Dag No. 782 corresponding to L.R. Dag No. 2340, under L.O.P. No. 467, L.R. Khatian No. 213, of Mouza - Laskarpur, J.L. No. - 57, under P.S. - Sonarpur now Narendrapur, Dist. - South 24 Parganas, by a registered Deed of Gift from Governor of The State of West Bengal on dated 23.06.1994, vide Deed No. 35, recorded in Book No. I, Volume No. 1, Pages from 137 to 140, registered at Alipore A.D.S.R. office.

AND WHEREAS thereafter the said Sourendra Nath Saha while seized and possessed over the same by constructing a Pucca Structure, he died on 03.05.2016 leaving behind his wife namely Smt. Amita Saha and one daughter namely Smt. Mithu Saha and one son namely Shri Somnath Saha, who inherited the said property as his legal heirs & successors.

AND WHEREAS thereafter the said Smt. Amita Saha, Smt. Mithu Saha & Shri Somnath Saha (the Land Owner Nos. 2 to 4) duly

mutated their names in the record of Rajpur-Sonarpur Municipality and the said premises has been numbered as Holding No. 199, Peyara Bagan Road and seized & possessed the same without all encumbrances from any corner whatsoever and paying Tax, Khajna in regular basis.

AND WHEREAS thereafter the said Smt. Amita Saha, Smt. Mithu Saha & Shri Somnath Saha (the Land Owner Nos. 2 to 4) jointly sold, conveyed & transferred their land measuring 01 cottah 05 chatta 15 sq.ft. out of 04 cottah by a registered sale deed to Shri Sushanta Das (the Land Owner No. 1) on dated 15.03.2023, vide Deed No. 1094, recorded in Book No. I, Volume No. 1629-2023, Pages from 31313 to 31329, registered at Garia A.D.S.R. office.

AND WHEREAS in the above manner to Shri Sushanta Das (the Land Owner No. 1) became the owner of ALL THAT piece and parcel of land measuring about 01 cottah 05 chatta 15 sq.ft. from C.S. & R.S. Dag No. 782 corresponding to L.R. Dag No. 2340, under L.O.P. No. 467, L.R. Khatian No. 213, of Mouza - Laskarpur, J.L. No. - 57, under P.S. - Sonarpur now Narendrapur, Dist. - South 24 Parganas and seized and possessed the same peacefully free from all encumbrances.

AND WHEREAS the said Smt. Amita Saha, Smt. Mithu Saha & Shri Somnath Saha (the Land Owner Nos. 2 to 4) seized and possessed over their remaining portion of land measuring about 02 cottah 10 chatta 30 sq.ft. from C.S. & R.S. Dag No. 782 corresponding to L.R. Dag No. 2340, under L.O.P. No. 467, L.R. Khatian No. 213, of Mouza - Laskarpur, J.L. No. - 57, under P.S. - Sonarpur now Narendrapur, Dist. - South 24 Parganas.

AND WHEREAS thereafter the landowners amalgamated their Plot of land by virtue of a deed of amalgamation which was duly registered at A.D.S.R. Garia office, vide Deed No. 4873. registered on 09.10.2023.

AND WHEREAS the present land owners now seized and possessed **ALL THAT** piece and parcel of land measuring about 04 cottah together with 200 sq.ft. Pucca structure having cemented flooring comprised in C.S. & R.S. Dag No. 782 corresponding to L.R. Dag No. 2340, under L.O.P. No. 467, L.R. Khatian No. 213, of Mouza - Laskarpur, J.L. No. - 57, within the local limits of Rajpur-Sonarpur Municipality, under Ward No. 31, being Holding No. 199, Peyara Bagan Road, under P.S. - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, more particularly described in the **SCHEDULE "A"** hereunder written, hereinafter referred to as the "SAID PROPERTY".

DEVELOPMENT AGREEMENT:

Said Land Owners, **1) SHRI SUSHANTA DAS**, PAN - AGHPD6845K, Aadhaar No. - 2341 4600 7024, son of Late Jaynarayan Das, **2) SMT. AMITA SAHA**, PAN - EMMPS9893F, Aadhaar No. - 9245 4895 3007, Mobile No. - 9903932063, wife of Late Sourendra Nath Saha, **3) SMT. MITHU SAHA**, PAN - FNZPS9608R, Aadhaar No. - 6216 6301 6261, Mobile No. - 9903932063, daughter of Late Sourendra Nath Saha, **4) SHRI SOMNATH SAHA**, PAN - FDYPS9777Q, Aadhaar No. - 4815 8489 9805, Mobile No. - 8910628226, son of Late Sourendra Nath Saha, all by faith Hindu, by Nationality Indian, by occupation - Social Work, Housewife & Service, all are residing at Laskarpur Peyara Bagan, P.O. - Laskarpur, P.S.- Sonarpur at Present Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, entered into a Development Agreement, on dated 09.10.2023 with **PARK 65 REAL ESTATE PRIVATE LIMITED**, having PAN - AANCP6203G, a Private Limited Company, having its office at 4, Bonhooghly, Bagharghole

Mallickpara, P.O. - Banhooghly, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700103, represented by its Directors - **1) SAFIUDDIN MALICK**, PAN - AXNPM2488A, Aadhaar No. 5547 4857 1802, Mobile No. 9831912412, son of Samser Mallick, by faith Islam, by Nationality Indian, by occupation - Business, residing at Sreepur Bagharghole, Mallickpara, P.O. - Banhooghly, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700103, **2) PALASH PAUL**, PAN - CFRPP4777F, Aadhaar No. 5701 1245 6856, Mobile No. 8013844787, son of Dipak Chandra Paul, by faith Hindu, by Nationality Indian, by occupation - Business, residing at Durgapally, Laskarpur, P.O. - Laskarpur, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, **3) TUHIN ROY**, PAN - COAPR2992J, Aadhaar No. 3503 0253 0667, Mobile No. 7003717068, son of Biplab Chandra Roy, by faith Hindu, by Nationality Indian, by occupation - Business, residing at Durgapally, Laskarpur, P.O. - Laskarpur, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, **4) SUBHAJIT DAS**, PAN - CRKPD9102R, Aadhaar No. 5625 2896 4034, Mobile No. 8240167826, son of Susanta Das, by faith Hindu, by Nationality Indian, by occupation - Business, residing at Laskarpur Peyara Bagan, P.O. - Laskarpur, P.S.- Sonarpur at Present Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, Developer herein, for construction a multi-storied building on the said land, under some terms and condition mentioned in the said Development Agreement which was registered at the Office of the A.D.S.R. Garia, and recorded in the Book No. I, Volume No. 1603-2023, Pages From 135419 to 135460, being No. 162904875, for the year 2023.

POWER OF ATTORNEY:-

The said land Owners **1) SHRI SUSHANTA DAS**, PAN - AGHPD6845K, Aadhaar No. - 2341 4600 7024, son of Late Jaynarayan Das, **2) SMT. AMITA SAHA**, PAN - EMMPS9893F, Aadhaar No. - 9245 4895 3007,

Mobile No. - 9903932063, wife of Late Sourendra Nath Saha, **3) SMT. MITHU SAHA**, PAN - FNZPS9608R, Aadhaar No. - 6216 6301 6261, Mobile No. - 9903932063, daughter of Late Sourendra Nath Saha, **4) SHRI SOMNATH SAHA**, PAN - FDYPS9777Q, Aadhaar No. - 4815 8489 9805, Mobile No. - 8910628226, son of Late Sourendra Nath Saha, all by faith Hindu, by Nationality Indian, by occupation - Social Work, Housewife & Service, all are residing at Laskarpur Peyara Bagan, P.O. - Laskarpur, P.S.- Sonarpur at Present Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, execute a Development Power of Attorney after Registered Development Agreement dated _____ and registered in the office of A.D.S.R. Garia and recorded in the Book No. I, Volume No. 1629-2023, Pages From _____ to _____, being No. _____, for the year 2023, appointing the said **PARK 65 REAL ESTATE PRIVATE LIMITED**, having PAN - AANCP6203G, a Private Limited Company, having its office at 4, Bonhooghly, Bagharghole Mallickpara, P.O. - Banhooghly, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700103, represented by its Directors - **1) SAFIUDDIN MALICK**, PAN - AXNPM2488A, Aadhaar No. 5547 4857 1802, Mobile No. 9831912412, son of Samser Mallick, by faith Islam, by Nationality Indian, by occupation - Business, residing at Sreepur Bagharghole, Mallickpara, P.O. - Banhooghly, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700103, **2) PALASH PAUL**, PAN - CFRPP4777F, Aadhaar No. 5701 1245 6856, Mobile No. 8013844787, son of Dipak Chandra Paul, by faith Hindu, by Nationality Indian, by occupation - Business, residing at Durgapally, Laskarpur, P.O. - Laskarpur, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, **3) TUHIN ROY**, PAN - COAPR2992J, Aadhaar No. 3503 0253 0667, Mobile No. 7003717068, son of Biplab Chandra Roy, by faith Hindu, by Nationality Indian, by occupation - Business, residing at Durgapally, Laskarpur, P.O. - Laskarpur, P.S. - Sonarpur Now Narendrapur, Dist. - South 24 Parganas, Kolkata -

700153, **4) SUBHAJIT DAS**, PAN - CRKPD9102R, Aadhaar No. 5625 2896 4034, Mobile No. 8240167826, son of Susanta Das, by faith Hindu, by Nationality Indian, by occupation - Business, residing at Laskarpur Peyara Bagan, P.O. - Laskarpur, P.S.- Sonarpur at Present Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, as their Constituted Attorney.

PLAN SANCTION:

With the intention of developing and commercially exploiting the said Property by constructing the said Building thereon and selling spaces therein (Flats/Garage/Shops), the Developer has got a building plan vide its plan no. SWS-OBPAS/2207/2024/1555, dated 12.08.2024 sanctioned by the Rajpur Sonarpur Municipality for construction of a G+IV Storied Building over the said premises sanctioned by the Kolkata Municipality Corporation.

Construction of Building: The said Developer is constructing a multi-storeyed building namely _____ known the said land more fully described in the FIRST SCHEDULE hereunder written.

SUPER BUILT UP AREA: Super Built Up Area means the total covered area plus proportionate share of service area.

SALE OF COMPOSITE UNIT: Pursuant to an execution of Agreement for Sale made between the Purchaser and the Land Owners through his Constituted Attorney and the Developer to purchase of an Apartment in the said _____ the Developer by execution of the said Agreement for Sale, provisionally agreed to allot to the Purchaser herein the Flat, fully described in the SECOND SCHEDULE hereunder written,, subject to the Purchaser agreeing to the terms and conditions contained in the said Agreement for Sale.

SALE OF LAND SHARE : The Developer shall have right to allot the undivided proportionate share in the said land attributable to the said Apartments to such prospective purchasers who are selected by the Developer for allotment of the Flats (Intending **SALE** : The Developer hereby sell, grants, transfers and conveys to the Purchaser the said Flat together with the undivided proportionate share in Purchasers).

SATISFACTION AND POSSESSION: Upon completion of construction of the proposed Building and the Purchaser having complied with all the terms and conditions of the Agreement for Sale and making payment of the agreed price in the manner contained in the Agreement for Sale dated , the Developer herein had called upon the Purchaser/s to take possession of the said Flat and the Purchaser/s shall took possession thereof upon fully satisfying himself/themselves being satisfied with the title of the Vendor to the land, the sanction of Building Plan and the specification for construction of the Apartment.

COMPLETION OF SALE: At the request of the Purchaser herein, the Land Owners through his Constituted Attorney and the Developer (Collectively –the Transferors) are hereby completing the sale in respect of the said Flat in favour of the Purchaser herein.

FREE FROM ENCUMBRANCES: The land is free from all encumbrances of each and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis-pendens, uses, debutters, trusts, prohibitions, Income Tax Attachments, Financial Institution Charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

OTHER RIGHTS : Together with all other rights appurtenant to the Said Apartment and Appurtenances.

NOW THIS DEED WITNESSES:

SALE : The Developer hereby sell, grants, transfers and conveys to the purchaser the flat together with the undivided proportionate share the land and the right to use and enjoy the undivided, impartible proportionate share in the said building named as _____ with the Common Portions of the said Building absolutely and forever, free from all encumbrances, which the Purchaser shall have right to hold forever hereafter, at or for the consideration of Rs./- (Rupees..... Only) the entirety of which has been paid by the Purchaser to the Developer at or before the execution hereof, the receipt whereof the Developer hereby admits and acknowledges and releases to the Purchaser the Flat together with the undivided proportionate share of land, of and from the same subject to the observance and performance of the specific covenants stipulations, restrictions and obligations mentioned hereafter. It is a sale within the meaning of Section 54 of the Transfer of Property Act.

SALE : The Developer hereby sell, grants, transfers and conveys to the Purchaser the said Flat together with the undivided proportionate share in _____

PURCHASER'S COVENANTS:

The Purchaser doth hereby covenants with the Developer, as follows:

1) The Purchaser has inter alia, inspected and verified all the documents including (right, title and interest of the Land Owners and/or the Developer in respect of the Project) the Plan (approved by Rajpur-Sonarpur Municipality) of _____ and the Apartment and is satisfied as to the construction thereof and the condition and description of all fixtures and fittings installed and/or

provided therein and also as to the amenities and facilities appertaining to the said Apartment and as to the nature, scope and extent of benefit or interest in the _____, Common Portions and the Building Common Portions.

2) The Purchaser shall not ask the Developer to undertake any repair or rectification work in the Apartment after handing over possession of the Apartment.

3) The Purchaser shall not raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Apartment and/or amenities, utilities and/or facilities provided in the apartment and/or in the Building Common Portions and/or with regard to maintenance of _____ and/or with regard to formation of maintenance organization/association for the _____ after handing over possession of the Apartment.

4) The Developer shall not be liable to pay any maintenance or other charges, for any vacant Flat in the _____.

5) The _____, Common Portions, the Building Common Portions cannot, on any ground, whatsoever be partitioned or divided nor can anybody, whatsoever, be entitled to claim to have exclusive right, of any manner whatsoever, to any portion or portions of the _____.

6) The Purchaser shall on and from the Date of Possession of the Flat pay municipal Taxes, charges, levies and impositions payable as the Owners or Occupier of the Flat and properties appurtenant thereto, including all charges for repairs, maintenance and/or replacement and also the proportionate share of all taxes, levies and/or impositions as may be payable by the Purchaser for the management, administration and maintenance of _____

_____, Common Portions, the Building Common Portions and all these liabilities shall be perpetual even though the same be not

expressly mentioned in any future conveyance or instrument of transfer.

7) The proportionate undivided interest in the

Common Portions shall not be transferable except along with the Flat hereby sold to the Purchaser/s and shall be deemed to be conveyed and encumbered with the Flat even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

8) The Purchaser is purchasing the said Flat after having full knowledge of all laws/notifications and rules applicable in respect of the area where the land is situated.

9) The Purchaser has fully satisfied himself about the right, interest and/or title of the Developer as well as Land Owners to the Land on which the Building is constructed.

10) The Purchaser shall use the said Flat only for the residential purpose.

11) The roof in the _____ will mean the ultimate roof of the building which will be for the common use for all the Purchaser/s of that Building. The Purchaser herein shall use the roof of the Building in common with the other Flat Owners/s of the Building.

12) The Purchaser/s shall not allow the said Flat to be used as to cause annoyance to the Owners/Occupier of the adjoining or neighboring Flat/s and shall not allow it to be used for any unhygienic, unlawful or immoral purpose or purposes subversive to the Government established by law in India.

13) The Purchaser/s admits, acknowledges and accepts that, Notwithstanding Anything herein contained, all common areas, facilities, amenities and portions in the _____ in which the Flat is located and enjoyed in common by the Purchasers/residents thereof.

DEVELOPER COVENANT: The Developer, in future, shall at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title or the Purchaser/s to the said Flat or more effectually transferring the said Flat to the Purchaser/s.

POSSESSION: The Developer has handed over the peaceful possession of the Flat to the Purchaser/s herein, at or before the execution hereof, which the Purchaser doth hereby admits and acknowledges.

OBLIGATION OF THE PURCHASER/S : On and from the Date of Possession, the Purchaser/s shall :

a. Residential Use : use the Said Flat for Residential purpose only, Under no circumstances shall the Purchaser/s use or allow to be used the Said Flat for commercial, industrial or other non-residential purposes. The Purchaser/s shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.

b. No Alteration : Not after purchase modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat without the permission in writing of the Developer. In the event the Purchaser/s make the said alterations/changes, the Purchaser/s shall compensate, the Developers as it will be estimated by the Developer.

c. No Structural Alteration : Not alter, modify or in any manner change the structure by any civil construction in the Said Flat and Appurtenances or in the Common Portions of the Said Building.

d. No Sub-Division : Not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.

e. No Changing Name : Not change/alter/modify the name of the Said Building from those mentioned in this Agreement.

- f.** No Nuisance and Disturbance : Not use the Said Flat or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- g.** No Storage : Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- h.** No Obstruction to Developer/Association : Not obstruct the Developer/ Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in further constructing on the Top roof of the Said Building and selling and granting rights to any person on any part of the Said Building/Said Property (excepting the Said Flat and Appurtenances).
- i.** No Obstruction of Common Portions : Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.
- j.** No Throwing Refuse : Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.
- k.** No Injurious Activities : Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat or the Common Portions.
- l.** No Storing Hazardous Articles : Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.
- m.** No Floor Damage : Not keep any heavy articles or things, which are likely to cause damage to the floors or operate any Machine save and except usual home appliances.

n. No Use of Machinery : Not install or operate any Machinery or equipment except household appliances.

o. No Right in Other Areas: The Purchaser/s shall not have any right in the other portions of the said Property and the Purchaser/s shall not raise any dispute or make any claim with regard to the Developer's right either constructing or not constructing on the said other portions.

Developer's Covenants :The Developer covenants with the Purchaser/s and admit and accept that :

No Creation of Encumbrance :The Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Purchaser/s in respect of the Said Flat And Appurtenances, subject to the Purchaser/s fulfilling all terms, conditions and obligations of this Agreement.

COSTS OF STAMP DUTY AND REGISTRATION FEE: The Purchaser will bear and pay the costs of Stamp Duty and Registration Fees of this Conveyance and other legal expenses for the registration.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Said Premises)

ALL THAT piece and parcel of land measuring about 04 cottah together with 200 sq.ft. Pucca structure having cemented flooring comprised in C.S. & R.S. Dag No. 782 corresponding to L.R. Dag No. 2340, under L.O.P. No. 467, L.R. Khatian No. 213, of Mouza - Laskarpur, J.L. No. - 57, within the local limits of Rajpur-Sonarpur Municipality, under Ward No. 31, being Holding No. 199, Peyara Bagan Road, under P.S. - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700153, which is butted and bounded in the following manner:

ON THE NORTH : L.O.P. No. 466;

ON THE SOUTH : L.O.P. No. 468;

ON THE EAST : 22' feet wide Peyara Bagan Road;

ON THE WEST : L.O.P. No. 2611;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat)

ALL THAT piece and parcel of one facing Residential Flat No., having super built up area..... Sq. Ft. more or less on Floor with Tiles Flooring consisting of () Bed Rooms, () Dining Cum Kitchen Room, () Balcony, () Bath, and () W.C. of the G+IV Storied Building named as **T** consisting of several self contained flats, Car Parking Spaces, and other spaces TOGETHER WITH undivided proportionate share of land fully described in the FIRST SCHEDULE hereinabove written TOGETHER WITH right to enjoy the proportionate share or interest in the common areas and parts of the said building, fully described in the THIRD SCHEDULE hereunder written subject to payment of proportionate common expenses applicable to the said Flat mentioned in the FOURTH SCHEDULE hereunder written TOGETHER WITH the Net price shall be paid in the manner mentioned in the FIFTH SCHEDULE hereunder written. Morefully and particularly described in the MAP or PLAN annexed herewith.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Particulars of the Common areas and Parts)

The Owners, Intending Purchasers entitled to use the Common user of the Common Areas and the Common Parts mentioned in this Indenture shall include:

1. Staircase on all floors, staircase landing on all floors & lift well.
2. Common passage from the main road to the Building.
3. Water pump, water tank and other plumbing installation and overhead tank.
4. Drainage and sewers and septic tank and septic pit.
5. Boundary walls and main gates.
6. Such other fittings and fixtures which are being used commonly for the common purposes or needed for using the individual facilities/amenities.
7. Roof, caretaker room, caretaker toilet and meter room.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)**

The Owners herein and Co-Owners within the Building shall have to bear proportionately : -

1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the drainage system sewerage system, rain water discharge arrangement, water electricity supply system to all common areas in mentioned in **SCHEDULE "D"** hereinbefore.
2. The expenses of repairing, maintaining, painting the main structure outer walls and common areas of the Building.
3. The costs of cleaning and lighting the entrance of the Building and the passage and spaces around the Building lobby, staircase and other common areas.
4. Salaries of all persons and other expenses for maintaining the said building.
5. Municipal taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may be applicable and/or payable as the said building.

6. Such other expenses as may be necessary for or incidental in the maintenance and upkeepment of the premises and the common facilities and amenities.

IN WITNESS WHEREOF the PARTIES hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED

by the VENDOR above named

in the Presence of:

1.

2.

SIGNATURE OF THE VENDOR

SIGNED AND DELIVERED

by The PURCHASER above named

in the Presence of :

1

2

SIGNATURE OF THE PURCHASER/S

SIGNED, SEALED AND DELIVERED

by the DEVELOPER above named

in the Presence of :

1

2

SIGNATURE OF THE DEVELOPER/S

RECEIVED of and from the within named Purchaser, the sum of Rs./- (Rupees) by way of full consideration money paid by the Purchaser to the Developer herein as per Memo below :

MEMO OF CONSIDERATION

SL. No.	Particulars	Amount
1.	Paid by Cheque No. drawn on dated	
2.	Paid by Cheque No. branch drawn on dated	
3.	Paid by Cheque No. drawn on Bank Dated	
Total		Rs. /-

RUPEES ONLY

WITNESSES

1

2.

SIGNATURE OF THE DEVELOPER