

DEED OF CONVEYANCE

THIS INDENTURE made this__day of_____ Two Thousand _____

By and Between

(1) SAURENDRA NATH MUKHERJEE [PAN: AHTPM1732B, AADHAAR NO: 3676 5865 7971], son of Late Pulin Behari Mukherjee, by faith Hindu, by Nationality Indian, by occupation Retired Person, **(2) BIPRENDRA NATH MUKHERJEE** [PAN: ADNPM0388F, AADHAAR NO: 3866 2829 9475], son of Late Pulin Behari Mukherjee, by faith Hindu, by Nationality Indian, by occupation Retired Person, **(3) NRIPENDRA NATH MUKHERJEE** [PAN: ADPPM6017P, AADHAAR NO: 2575 8584 0829], son of Late Pulin Behari Mukherjee, by faith Hindu, by Nationality Indian, by occupation Retired Person, **(4) BHABANI CHATTERJEE** [PAN: AMPPC5009E, AADHAAR NO: 9030 4472 5732], daughter of Late Pulin Behari Mukherjee and wife of Late Hrishikesh Chatterjee, by faith Hindu, by Nationality Indian, by occupation Housewife, **(5) MADHABI CHOWDHURY** [PAN: AOSPC1052N, AADHAAR NO: 4114 8511 6779], daughter of Late Pulin Behari Mukherjee and wife of Late Dulal Chowdhury, by faith Hindu, by Nationality Indian, by occupation Housewife, all residing at 129/1, Swinhoe Lane, P.S: Kasba, Kolkata: 700042, **(6) RATHIN MUKHERJEE** [PAN: BJAPM1028E, AADHAAR NO: 2170 3537 5408], son of Satish Chandra Mukherjee, by faith Hindu, by Nationality Indian, by occupation Retired Person, **(7) RUMA MUKHERJEE** [PAN: BDLPM8895E, AADHAAR NO: 9184 8998 0515], wife of Late Ashok Mukherjee, by faith Hindu, by Nationality Indian, by occupation Housewife, **(8) PIYASA MUKHERJEE** [PAN: DKZPM8090J, AADHAAR NO: 8928 0593 0842], daughter of Late Ashok Mukherjee, by faith Hindu, by Nationality Indian, by occupation Engineer, **(9) POULAMI MUKHERJEE** [PAN: BVOPM4764R, AADHAAR NO: 8195 7826 5630], daughter of Late Ashok Mukherjee, by faith Hindu, by Nationality Indian, by occupation Engineer, all residing at 129/1A, Swinhoe, P.S: Kasba, Kolkata: 700042, **(10) AMRITA GHOSAL** [PAN: ADPPG0257K, AADHAAR NO: 3211 5274 7209], daughter of Late Mrityunjoy Ghosal, by faith Hindu, by Nationality Indian, by occupation Service, **(11) APURBA GHOSAL** [PAN: AWYPG9991J, AADHAAR NO: 2200 2013 4446], son of Late Mrityunjoy Ghosal, by faith Hindu, by Nationality Indian, by occupation Service, **(12) AMIT GHOSAL** [PAN: AKWPG5642E, AADHAAR NO: 9695 4784 7574], son of Late Mrityunjoy Ghosal, by faith Hindu, by Nationality Indian, by occupation Service, all residing at Vill: Kharamba, Bhojerhat, P.S: Bhangar, PIN: 743502, represented by their Constituted Attorney **M/S. SHIV TECH** [PAN: AJGPP0336F] a Proprietorship Firm, having its office at 96/5, K.N. Sen Lane

P.S: Kasba, Kolkata: 700047 represented by its Proprietor namely **SUNITI PRADHAN** [PAN: AJGPP0336f, AADHAAR NO: 9497 9725 9476], wife of Tapan Kumar Pradhan, by Nationality Indian, by faith Hindu, by occupation Business, residing at 96/5, K.N. Sen Lane P.S: Kasba, Kolkata: 700047, authorized vide Development Power of Attorney dated 27th day of August, 2024 registered at the office of the District Sub-Registrar – III, South 24 Parganas and recorded in Book No: I, Volume No: 1603-2024, Pages from 375142 to 375165 bearing No: 160314642 of the year 2024 hereinafter jointly referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **FIRST PART**;

AND

M/S. SHIV TECH [PAN: AJGPP0336F] a Proprietorship Firm, having its office at 96/5, K.N. Sen Lane P.S: Kasba, Kolkata: 700047 represented by its Proprietor namely **SUNITI PRADHAN** [PAN: AJGPP0336f, AADHAAR NO: 9497 9725 9476], wife of Tapan Kumar Pradhan, by Nationality Indian, by faith Hindu, by occupation Business, residing at 96/5, K.N. Sen Lane P.S: Kasba, Kolkata: 700047, hereinafter referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**;

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (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) of the **THIRD PART**;

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**;

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**;

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (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) of the **THIRD PART**.

[Please insert details of other allottee(s), in case of more than one allottee]

The Developer and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. One Sri Pulin Behari Mukherjee and Sri Satish Chandra Mukherjee, jointly Purchased of ALL THAT Piece & Parcel land area measuring 4 Cottahs 15 Chittaks 30 sq.ft. lying & situated Mouza- Kasba, Dihi-Panchannagram, Division-V, Sub-Division-L, Holding No. 113, Touzi No. 1298/2833, within the J.L. No: 28 presently within the limits of

limits of The Kolkata Municipal Corporation, being K.M.C. Premises No.129/1, Swinhoe Lane, Registry office ADSR Sealdah, in the District of the then 24-Parganas, now South 24-Parganas, by virtue of a registered sale deed dated 29.06.1962, which was registered in the office of the Joint Sub-Registrar, Alipore Sadar, 24-Parganas and recorded in Book No. I, Volume No.94, Pages from 110 to 116, Deed No.5609, for the year 1962, from then the owner Sri Bhutnath Roy, of 46, Kasba Road, Kolkata-700042.

- B. Said Sri Pulin Behari Mukherjee and Sri Satish Chandra Mukherjee, while jointly in possession & enjoyed of ALL THAT Piece & Parcel land area measuring 4 Cottahs 15 Chittaks 30 sq.ft. physical land area measuring 4 Cottahs 12 Chittaks 0 sq.ft. with Partly Three Storied Building after widening of the Passage lying & situated Mouza- Kasba, Dihl-Panchannagram, Division-V, Sub-Division-L, Holding No. 113, Touzi No. 1298/2833, Dag No. 466 & 467, within the limits of The Kolkata Municipal being K.M.C. Premises No.129/1, Swinhoe Lane, Kolkata-700042, Registry office ADSR Sealdah, in the District of the then 24-Parganas, now South 24-Parganas, they jointly mutated their names in the records of the Kolkata Municipal Corporation.
- C. By virtue of Deed of Partition dated 14th July, 1978 said Pulin Behari Mukherjee and Satish Chandra Mukherjee by meets and bounds partitioned their joint property including Premises No. 129/1, Swinhoe Lane, Kolkata-700042, along with other properties and ALL THAT Piece & Parcel of Land area measuring 2 Cottahs 6 Chittaks, with Partly Three Storied Building allotted to Pulin Behari Mukherjee out of said physical land area measuring 4 Cottahs 12 Chittaks 0 sq.ft. with Partly Three Storied Building, lying & situated at Portion of Premises No. 129/1, Swinhoe Lane, Ward No.67, Police Station Kasba, Kolkata-700042, Dist. South 24Parganas, which is morefully demarcated as "A" in the plan annexed in the said partition deed and ALL THAT Piece & Parcel of Land area measuring 2 Cottahs 6 Chittaks, with Partly Three Storied Building allotted to Satish Chandra Mukherjee out of said physical land area measuring 4 Cottahs 12 Chittaks 0 sq.ft. with Partly Three Storied Building, lying & situated at Portion of Premises No. 129/1, Swinhoe Lane, Ward No.67, Police Station Kasba, Kolkata-700042, Dist. South 24Parganas, which is morefully demarcated as "B" in the plan annexed in the said partition deed, which was registered in the office

of S. R. Alipore, and recorded in Book No.1, Volume No.78, Pages 135 to 149, Being No. 3037 for the year 1978.

- D. By virtue of Deed of Partition dated 14th July, 1978 said Pulin Behari Mukherjee, became absolute owner of ALL THAT Piece & Parcel of Land area measuring 2 Cottahs 6 Chittaks, with Partly Three Storied Building along with all easement right lying & situated at Portion of Premises No. 129/1, Swinhoe Lane, Ward No.67, Police Station Kasba, Kolkata-700042, Dist. South 24Parganas and he duly mutated his name in the records of the Kolkata Municipal Corporation and got Premises No. 129/1, Swinhoe Lane, Ward No.67, being Assessee No. 210672102546, Police Station Kasba, Kolkata-700042, Dist. South 24Parganas.
- E. By virtue of Deed of Partition dated 14th July, 1978 said Satish Chandra Mukherjee, became absolute owner of ALL THAT Piece & Parcel of Land area measuring 2 Cottahs 6 Chittaks, with Structure along with all easement right lying & situated at Portion of Premises No. 129/1, Swinhoe Lane, Ward No. 67, Police Station Kasba, Kolkata-700042, Dist. South 24Parganas and he duly mutated his name in the records of the South 24Parganas and he duly mutated his name in the records of the Kolkata Municipal Corporation and got Premises No. 129/1A, Swinhoe Lane, Ward No.67, being Assessee No. 210672106849, Police Station - Kasba, Kolkata-700042, Dist. South 24Parganas.
- F. Said Pulin Behari Mukherjee, while in possession & enjoyed of ALL THAT Piece & Parcel of Land area measuring 2 Cottahs 6 Chittaks, with Structure along with all easement right lying & situated at Premises No. 129/1, Swinhoe Lane, Ward No.67, being Assessee No. 210672102546, Police Station Kasba, Kolkata-700042, Dist. South 24Parganas, he died intestate on 24.12.1995, leaving behind his wife Smt. Sushila Mukherjee and three sons namely Saurendra Nath Mukherjee, Biprendra Nath Mukherjee and Nripendra Nath Mukherjee, and two married daughters namely Smt. Bhabani Chatterjee and Smt. Madhabi Chowdhury as his only legal heirs & successors of his above mentioned property.
- G. Said Sushila Mukherjee, died intestate on 26.12.2007, leaving behind her three sons namely Saurendra Nath Mukherjee, Biprendra Nath

Mukherjee and Nripendra Nath Mukherjee, and two married daughters namely Smt. Bhabani Chatterjee and Smt. Madhabi Chowdhury as her only legal heirs & successors of her undivided share in the above mentioned property.

- H. After demised of said Late Pulin Behari Mukherjee and Sushila Mukherjee, said Saurendra Nath Mukherjee, Sri Biprendra Nath Mukherjee, Sri Nripendra Nath Mukherjee, Smt. Bhabani Chatterjee and Smt. Madhabi Chowdhury, became the absolute Joint owners of ALL THAT Piece & Parcel of Land area measuring 2 Cottahs 6 Chittaks, with Structure along with all easement right lying & situated at Premises No. 129/1, Swinhoe Lane, Ward No.67, being Assessee No. 210672102546, Police Station Kasba, Kolkata-700042, Dist. South 24Parganas and they duly mutated their names in the records of the Kolkata Municipal Corporation.
- I. Said Satish Chandra Mukherjee, while in possession & enjoyed of ALL THAT Piece & Parcel of Land area measuring 2 Cottahs 6 Chittaks, with Structure along with all easement right lying & situated at Premises No. 129/1A, Swinhoe Lane, Ward No.67, being Assessee No. 210672106849, Police Station Kasba, Kolkata-700042, Dist. South 24Parganas, he died Intestate on 26.11.1996, leaving behind his wife Basanti Mukherjee and three sons Rathin Mukherjee, Sri Dilip Kumar Mukherjee, Sri Ashok Mukherjee and two daughters namely Smt. Ila Ghoshal and Miss Shila Mukherjee as his only legal heirs & successors of his above mentioned property.
- J. After demise of said Satish Chandra Mukherjee, his unmarried daughter Miss Shila Mukherjee, died intestate on 30.10.2010, who was bachelor during her life time leaving behind her mother Smt. Basanti Mukherjee, three brothers namely Rathin Mukherjee, Sri Dilip Kumar Mukherjee and Sri Ashok Mukherjee and One married sister namely Smt. Ila Ghoshal as her only legal heirs & successors of her undivided share in the above mentioned property.
- K. After demise of said Satish Chandra Mukherjee & Shila Mukherjee, said Basanti Mukherjee, died intestate on 29.09.2011, leaving behind her three sons Rathin Mukherjee, Sri Dilip Kumar Mukherjee and Sri Ashok Mukherjee and only married daughter namely Smt. Ila Ghoshal as her only legal heirs & successors of her undivided share in the

above mentioned property and each having undivided 4th share in the above mentioned property.

- L. After demise of said Satish Chandra Mukherjee Shila Mukherjee, S. Basanti Mukherjee, said la Ghoshal, wiffe of late Mrityunjoy Ghoshal, ded intestate on 13.06.2004, leaving behind her three sons namely Srti Amrita Ghoshal, Sri Apurbe Ghoshal and Sri Amit Ghoshal as her only legal heirs & successors of her undivided 1/4th share in the above mentioned property.
- M. After demise of said Satish Chandra Mukherjee, Shila Mukherjee, Basanti Mukherjee & Ila Ghoshal, said Dilip Kumar Mukherjee, died intestate on 08.05.2015, who was bachelor during his life time leaving behind his two brothers namely Sri Rathin Mukherjee, and Sri Ashok Mukherjee as his only legal heirs & successors of his undivided 1/4th share in the above mentioned property.
- N. After demise of said Satish Chandra Mukherjee, Shila Mukherjee, Basanti Mukherjee, la Ghoshal, & Dilip Kumar Mukherjee, said Ashok Mukherjee, who died intestate on 23.08.2023, leaving behind his wife Smt. Ruma Mukherjee and two daughters namely Miss. Piyasa Mukherjee and Mrs. Poulami Mukherjee, as his only legal heirs & successors of his undivided share in the above mentioned property.
- O. After demise of said Satish Chandra Mukherjee, Shila Mukherjee Basanti Mukherjee, Dilip Kumar Mukherjee, Ila Ghoshal and Ashok Mukherjee, said Sri Rathin Mukherjee, Smt. Ruma Mukherjee, Miss. Piyasa Mukherjee, Mrs. Poulami Mukherjee, Sri Amrita Ghosahl, Sri Apurba Ghoshal and Sri Amit Ghoshal, became the absolute Joint owners of ALL THAT Piece & Parcel of Land area measuring 2 Cottahs 6.Chittaks, with Structure alongwith all easement right lying & situated at Premises No. 129/1A, Swinhoe Lane, Ward No.67, being Assessee No. 210672106849, Police Station Kasba, Kolkata-700042, Dist. South 24Parganas and they duly mutated their names in the records of the Kolkata Municipal Corporation.
- P. Said Saurendra Nath Mukherjee, Sri Biprendra Nath Mukherjee, Sri Nripendra Nath Mukherjee, Smt. Bhabani Chatterjee and Smt Madhabi Chowdhury, are the absolute Joint owners of ALL THAT Piece & Parcel of Land area measuring 2 Cottahs 6 Chittaks, with Structure along with all easement right lying & situated at Premises

No. 129/1, Swinhoe Lane Ward No. 129/1, Swinhoe Lane, Ward No.67, being Assessee No. 210672102546, Police Station - Kasba, Kolkata-700042, Dist. South 24Parganas.

- Q. Said Sri Rathin Mukherjee, Smt. Ruma Mukherjee, Miss. Piyasa Mukherjee, Mrs. Poulami Mukherjee, Sri Amrita Ghoshal, Sri Apurba Ghoshal and Sri Amit Ghoshal, is the absolute Joint owners of ALL THAT Piece & Parcel of Land, area measuring 2 Cottahs 6 Chittaks, with Structure along with all easement right lying & situated at Premises No. 129/1A, Swinhoe Lane, Ward No.67, being Assessee No. 210672106849, Police Station Kasba, Kolkata-700042, Dist. South 24 Parganas.
- R. Said Saurendra Nath Mukherjee, Sri Biprendra Nath Mukherjee, Sri Nripendra Nath Mukherjee, Smt. Bhabani Chatterjee and Smt. Madhabi Chowdhury, owners of Premises No. 129/1, Swinhoe Lane, Ward No.67, being Assessee No. 210672102546, Police Station Kasba, Kolkata-700042, Dist. South 24 Parganas and said Sri Rathin Mukherjee, Smt. Ruma Mukherjee, Miss. Piyasa Mukherjee, Mrs. Poulami Mukherjee, Sri Amrita Ghoshal, Sri Apurba Ghoshal and Sri Amit Ghoshal owners of Premises No. 129/1A, Swinhoe Lane, Ward No.67, being Assessee No. 210672106849, Police Station Kasba, Kolkata-700042, Dist. South 24Parganas, decided to amalgamated two Premises In to a single Premises for construction of a multistoried building.
- S. Said Saurendra Nath Mukherjee, Sri Biprendra Nath Mukherjee, Sri Nripendra Nath Mukherjee, Smt. Bhabani Chatterjee and Smt. Madhabl Chowdhury, the Party of the First Part therein and said Sri Rathin Mukherjee, Smt. Ruma Mukherjee, Miss. Piyasa Mukherjee, Mrs. Poulami Mukherjee, Sri Amrita Ghoshal, Sri Apurba Ghoshal and Sri Amit Ghoshal the Party of the Second Part therein, executed a registered Deed of Amalgamtion dated 26.07.2024, which was registered in the Office of the D.S.R.-III, Alipore, South 24Parganas and recorded in Book No. I, Volume No.1603-2024, Pages from 323716 to 323748, being No.160312485 for the year 2024.
- T. By virtue of the above mentioned Deed of Amalgamtion dated 26.07.2024, said Saurendra Nath Mukherjee, Sri Biprendra Nath Mukherjee, Sri Nripendra Nath Mukherjee, Smt. Bhabani Chatterjee, Smt. Madhabi Chowdhury, Sri Rathin Mukherjee, Smt. Ruma

Mukherjee, Miss. Piyasa Mukherjee, Mrs. Poulami Mukherjee, Sri Amrita Ghoshal, Sri Apurba Ghoshal and Sri Amit Ghoshal, became the joint owners of ALL THAT piece and parcel of Land area measuring 4 cottahs 12 chittacks 0 square feet be the same a little more or less, with Structure along with all easement right lying & situated at Premises No. 129/1, Swinhoe Lane, Ward No. 67, being Assessee No. 210672102546, Police Station Kasba, Kolkata-700042, Dist. South 24Parganas and Premises No. 129/1A, Swinhoe Lane, Ward No. 67, being Assessee No. 210672106849, Police Station Kasba, Kolkata-700042.

- U. Said Saurendra Nath Mukherjee, Sri Biprendra Nath Mukherjee, Sri Nripendra Nath Mukherjee, Smt. Bhabani Chatterjee, Smt. Madhabi Chowdhury, Sri Rathin Mukherjee, Smt. Ruma Mukherjee, Miss. Piyasa Mukherjee, Mrs. Poulami Mukherjee, Sri Amrita Ghoshal, Sri Apurba Ghoshal and Sri Amit Ghoshal and they applied for amalgamation/mutation of the above mentioned two Premises into a single Premises before the Kolkata Municipal Corporation and K.M.C. authority approved their application and allotted Premises No. 129/1, Swinhoe Lane, Ward No. 67, being Assessee No. 210672102546, Police Station Kasba, Kolkata-700042, Dist. South 24Parganas in respect of their land of ALL THAT piece and parcel of Land area measuring 4 cottahs 12 chittacks 0 square feet be the same a little more or less, with Structure more fully described in the Third Schedule hereunder written.
- V. Said Saurendra Nath Mukherjee, Sri Biprendra Nath Mukherjee, Sri Nripendra Nath Mukherjee, Smt. Bhabani Chatterjee, Smt. Madhabi Chowdhury, Sri Rathin Mukherjee, Smt. Ruma Mukherjee, Miss. Piyasa Mukherjee, Mrs. Poulami Mukherjee, Sri Amrita Ghoshal, Sri Apurba Ghoshal and Sri Amit Ghoshal, while in jointly possessed of ALL THAT piece and parcel of Land area measuring 4 cottahs 12 chittacks 0 square feet be the same a little more or less, with Structure lying & situated at Premises No. 129/1, Swinhoe Lane, Ward No. 67, being Assessee No. 210672102546, Police Station Kasba, Kolkata-700042, Dist. South 24Parganas, decided to develop their property through a Developer.
- W. The Owner and the Developer have entered into a Development Agreement dated 27th day of August, 2024 registered at the office of the District Sub-Registrar – III, South 24 Parganas and recorded in

Book No: I, Volume No: 1603-2024, Pages from 375024 to 375069 bearing No: 160314640 of the year 2024.

- X. Subsequently the Owner, in favour of the Developer, executed Development Power of Attorney dated 27th day of August, 2024 registered at the office of the District Sub-Registrar – III, South 24 Parganas and recorded in Book No: I, Volume No: 1603-2024, Pages from 345142 to 375165 bearing No: 160314642 of the year 2024.
- A. The Owners/Vendors caused to be obtained various permissions approvals and/or consents for undertaking a Building named **“DIGAMBAR BHAWAN”** on the entirety of the said land and also caused a map or plan which was sanctioned Building Plan No: **2024070130 dated 06.01.2025** (hereinafter referred to as the said PLAN) sanctioned by the Kolkata Municipal Corporation for undertaking the construction of the said Project.
- B. The Developer has registered the Real Estate Project with the Regulatory Authority appointed under the West Bengal Housing Industry Regulation Act 2017 having Registration No: _____ dated _____.
- C. Pursuant to Application made by the Allottee dated ____ and the Developer granted allotment by a Booking Confirmation Letter dated _____ was issued to the allottee. Thereafter by an Agreement for Sale dated _____ and recorded in Book No: I , Volume No.____ , Pages _____ to _____ , Being No.____ for the year _____ the Developer agreed to sell and the Allottee agreed to purchase ALL THAT the Unit No..... on the floor of Type - the situation whereof is shown in the master plan annexed hereto and bordered in Red, containing by admeasuring Sq. Ft. carpet area corresponding to _____ Sq.Ft Built Up area TOGETHER WITH the pro-rata share in the common parts, portions, areas, facilities, and amenities working out to Sq. Ft. Super Built-up area TOGETHER WITH the Dependent/Independent car(s) parking Space more fully and particularly described in the SECOND SCHEDULE hereunder written (hereinafter referred to as the SAID UNIT AND THE PROPERTIES APPURTENANT THERETO) at or for a consideration of Rs..... (Rupees only) more fully described in the THIRD SCHEDULE hereunder written.

D. The Allottee has: -

- 1) Fully satisfied himself/herself/ itself as to the title of the Owners/Vendors and the right of the Developers in respect of the said land.
- 2) Inspected the said Development Agreements cum General Power of Attorney entered into between the Owners/Vendors and the Developer.
- 3) Inspected the plan sanctioned by the authorities concerned in respect of the building constructed by the Developer and agreed not to raise any objection with regard thereto.
- 4) Verified the location and site of the Unit including the egress and ingress hereof, specifications of the Unit and of the complex and also the area of the Unit and agreed not to dispute the same.
- 5) Confirmed that the right of the Allottee shall remain restricted to the said Unit and the Properties Appurtenant Thereto.
- 6) Examined and satisfied himself/herself/itself about the General Terms and Conditions as contained in the Agreement for Sale dated _____ and agrees to abide by it.
- 7) Confirmed that the Owners/Vendors shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the buildings to be constructed erected and completed on the said land and in that event the Allottee shall have no objection to the application of common facilities to various extensions of the Project.
- 8) Satisfied himself/herself/itself as to the carpet/built-up area to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various Units comprised in the said building and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
- 9) Structural stability of the Building.
- 10) Construction of the Building and the Unit.
- 11) The fittings and fixtures installed at the said Unit and the Building.
- 12) Completion and finishing of the Unit and the Building.
- 13) The situation of car parking space.
- 14) The supply of water and electricity to the Unit and the Building.
- 15) The common facilities and amenities of the Building.

E. The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject

or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement for Sale and in consideration of the sum of Rs./-(Rupeesonly). of the lawful money of the Union of India well and truly paid by the Allottee to the Developer (the receipt whereof the Developer doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said Unit and properties appurtenant thereto) the Owners/Vendors doth hereby grant, transfer, convey, assign and assure and the Developer doth hereby confirm and assure unto and in favour of the Allottee All that the said Unit No on the Floor, Unit Type-___ in the Building containing carpet area of _____ Sq.Ft corresponding to a built-up area of Sq. Ft. be the same a little more or less corresponding to _____ Sq.Ft. Super Built-Up area more fully and particularly described in the Second Schedule hereunder written but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in the Application Form, Booking Confirmation Letter and Agreement for Sale (all of which are here to fore as well as hereinafter collectively referred to as the SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever AND TOGETHER WITH the right to use the common areas installations and facilities as described in detail in Schedule-D to the Agreement for Sale in common with the Co-Allottees and the other lawful occupants of the Building AND TOGETHER WITH all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit And the Rights And Properties Appurtenant thereto TO HAVE AND TO HOLD the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

AND THE OWNERS /VENDORS AND THE DEVELOPER DO AND EACH OF THEM DOT H EREBY COVENANT WITH THE ALLOTTEE AS FOLLOWS:

- a. Notwithstanding any act deed matter or thing whatsoever by the Owners/Vendors or the Developers done or executed or knowingly suffered to the contrary the Owners/Vendors is or the Developers are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted sold conveyed,

transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

- b. Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Developer now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.
- c. The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases and trust made or suffered by the Owners/Vendors or the Developer or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Vendors or the Developers.
- d. The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Vendors or the Developers or any person or persons having or lawfully or equitably claiming as aforesaid.
- e. The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners/Vendors or the Developers or any person or persons lawfully or equitably claiming as aforesaid.
- f. AND FURTHER THAT the Owners/Vendors or the Developer and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owners/Vendors or the Developer shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.

- g. The Owners/Vendors and the Developer have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and the Said Unit And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.
- h. The Developer doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Unit and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS/VENDORS AND THE DEVELOPERS AS FOLLOWS:

- a. To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Application Form, the Booking Confirmation Letter and the Agreement for Sale as part and parcel of these presents.
- b. To become member and/or share holder, as the case may be, of the Unit Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organisation to be formed as be deemed necessary and expedient by the Developers and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Developers and/or the holding Organisation for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organisation and to do all the necessary acts deed and things.
- c. Not to hold the Developer liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Allottee as well as the Holding Organisation shall

remain liable to indemnify and keep indemnified the Developers and/or any person or persons nominated, appointed and/or authorized by the Developers for all liabilities due to non-fulfillment of their respective obligations contained herein by the Allottee and/or the Holding Organisation.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE PROJECT)**

ALL THAT piece and parcel of land admeasuring 04 Cottahs 12 Chittaks and 0 Square Feet be same a little more or less together, lying and situated at K.M.C. Premises No. 129/1, Swinhoe Lane, lying and situated at Holding No: 113, comprised in Dag No: 466 & 467 under Touzi No: 1298/2833, Dihi: Panchannagram, Divison: V, Sub Divison: L, Mouza: Kasba, P.O: Kasba, P.S: Kasba, Kolkata: 700042, within the limits of Ward No: 67, Kolkata Municipal Corporation butted and bounded as follows:

On the North : By Part of 12 feet wide common passage;
On the South : By Part of Premises No: 129/2, Swinhoe Lane;
On the East : By Part of Premises No: 94/3, K.N. Sen Road;
On the West : By Part of Premises No: 129B, Swinhoe Lane.

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNIT)**

ALL THAT the Unit No.____ on the ____ Floor of the Building admeasuring ____ Sq.Ft (Carpet Area/Chargeable Area) corresponding to ____ Sq.Ft (Built Up Area) and ____ Sq.Ft (Super Built Up Area) in the project named **“DIGAMBAR BHAWAN”** under construction on the Land mentioned in the First Schedule demarcated in the floor plan annexed hereto and externally bordered in **RED** and marked **ANNEXURE-2 Together with** the ____ Car Parking Space Covered(Dependent/Independent) located on the Ground Floor of the Building and pro-rata share in the Common areas.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(THE COMMON AREAS AND FACILITIES)**

1. The space within the building comprising of the main entrances, side entrances in the ground floor.
2. Pathways and passages
3. The foundation column, beams, supports, main walls of the building.
4. The installation for common services such as evacuation pipes, septic tanks, pits, drainage and sewerage systems of the building,
5. Electric wiring in common part, electric connection with installations of common meters, electrical installations and fittings in common parts.
6. Water supply arrangement from the Kolkata Municipal Corporation water line, water reservoir, overhead water reservoir on the roof of the top floor of the building, pump and motors thereof and other common plumbing installation.
7. Staircase and landing on all floors.
8. Ultimate Roof of the building.
9. Boundary walls and main gates.
10. Such other common parts areas, equipment, installation, fixtures fittings and spaces in or about the said building as and necessary for use and occupancy of the units in the common and as are specified to be the common parts after construction of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(THE COMMON EXPENSES AND RULES)

1. Proportionate expenses for maintaining and repairing of main structure of the building, main water pipe, sewers, lines, water lines, water tanks, electrical lines and common lights.
2. Proportionate cost of cleaning and lighting the passages, main gate etc. and other common parts of the building.
3. Proportionate cost of maintenance, paintings and decorating of the exterior of the building including common doors, fixtures, fittings and boundary walls.

4. Proportionate cost of maintenance of pump house, water tanks, water pump, including necessary connection thereof.
5. Proportionate municipal and other local taxes, ground rents if payable and other outgoings and impositions.
6. All other expenses for common services and i n connection with common areas and amenities mentioned above.
7. Such other expenses as are necessary and incidental for the maintenance and upkeep of the building.
8. All other parts of the property necessary or conveniences to its existence, maintenance and safety or normally in common use.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON RIGHT & RESTRICTIONS)

1. The Co-owner allow to each other the following rights, easements, quasi- Easements, privileges and / or appurtenances:
 - A. The right of common passages in all common portions.
 - B. The right of passages or utilities including connections for telephone, pipes, cables etc. through each and every portion of the building including said flat.
 - C. Right or support and protection of each portion of the building by other and/or others thereof.
 - D. The absolute unfettered and unencumbered right over the common portions subject to the terms and conditions herein contained.
 - E. Such right, supports, easement and appurtenances as are usually held used occupied or enjoyed as part or parcel of the said undivided proportionate share of the said land and/or the said flat.
2. COMMON RESTRICTIONS:

The Purchasers shall not:

- A. Make in the said flat and structural addition alterations of the permanent nature so as to endanger the stability support and protection of the said building.
- B. Store or bring in or permit to be stored or brought in the said flat any goods or inflammable or combustible nature or which are heavy enough to as to effect or endanger the construction or the structure of the said building or any fittings or fixtures there in any manner whatsoever.
- C. At any time demolish or caused to be demolished or any part thereof nor do or carry out any works of additions alterations or reconstruction likely to injure or damages the building in the said premises or any portion thereof.
- D. The 'Said Flat' constitutes a single suit, transferable and heritable as such.
- E. The common areas and facilities, general or restricted shall remain in undivided and that no owner shall bring any action for partition or division of the common area or any portion thereof, at any time.
- F. The percentage of the undivided interest in the common areas and facilities shall not be separated from the said flat to which it is appertain and shall be deemed to be conveyed or encumbered with the apartment even through such interest is not expressly mentioned in the conveyance or other instrument.
- G. The Purchasers shall not do anything which would prejudice to the soundness and safety of the building or reduce the value of the said building or impair any easement or shall add any structure addition.

3. MUTATION TAXES AND IMPOSITIONS:

The Purchaser will pay the amount of such Municipal rates, taxes and impositions including Urban Land Tax, Water tax, etc. in respect of the building proportionately with other co-owner.

MEMO OF CONSIDERATION

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