

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day of May, Two Thousand Twenty Five(2025) of
Christian Era;

BETWEEN

1. M/S. SREE SIDHAYE DEVELOPERS PRIVATE LIMITED, (PAN: ABECS4069F), a Private Limited Company incorporated under the Companies Act, 1956 Company within the meaning of the Companies Act, 2015, having its registered office at P-158, Nazrul Islam Avenue, Kolkata-700054, duly represented by its Directors namely - **1) MR. RAHUL KUMAR SINGH, (PAN: FESPS1795P) (AADHAAR NO. 3209 8186 1928)**, son of Sri Goutam Kumar Singh, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Building No.P-158, Nazrul Islam Avenue, CIT Scheme, VII-M, Ultadanga, P.O Ultadanga, P.S. Kankurghachi, Kolkata-700054 and **SRI SANJOY BANERJEE, (PAN : AJLPB4137B & AADHAAR CARD NO. 9495 4754 6752 & MOBILE NO. 98318 23226)**, son of Late Sachindra Nath Banerjee, by faith: Hindu, by occupation: Business, residing at 6, Banstala Lane, Post Office: Sahapur, Police Station: Behala, Kolkata 700038, in the District: South 24-Parganas, West Bengal, India, hereinafter called and referred to as the **"OWNERS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

MR. _____, (PAN: _____ & AADHAAR NO. _____ & MOBILE NO. _____) son of _____, by Occupation - _____, by faith: Hindu, residing at _____, _____ Road, Post: _____, within Police Station - _____, Kolkata: 7000_____, in the District – South 24 Parganas, West Bengal, India, hereinafter solely/jointly called and referred to as the **"PURCHASER/S"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

RECITAL

WHEREAS at all material point of time and for all intents and purposes one **Jaladhar Ghosh**, was absolutely seized and possessed of or otherwise well and sufficiently entitled to his other properties at Mouza Muradpur amongst of **ALL THAT** piece and parcel of the Bastu Land measuring an area **03 Cottahs 00 Chittaks 06 Sq. Ft.** be the same a little more or less lying and situated at **Mouza: Muradpur, J.L. No.13, R.S. No.192, Touzi Nos.74-77, 82, Pargana Magura, under Khatian No.289, in Dag No.129, formerly within the limit of the South Suburban Municipality at present within the limit of the Kolkata Municipal Corporation, under Ward No.123, under Police Station Thakurpukur now Haridevpur, in the District of South 24-Parganas** and during his life time he was exercising all his rights of ownership thereof by paying the rates and taxes regularly to the Authority Concern.

AND WHEREAS after demised of the said **Jaladhar Ghosh**, his two sons namely **Lalit Mohan Ghosh and Pulin Behari Ghosh** became the joint owners of the aforesaid property who according to the then **Hindu**

Succession duly acquired the properties left behind by their deceased father namely - **Jaladhar Ghosh** by way of inheritance in ejmali.

AND WHEREAS thereafter the aforesaid two owners i.e. **Lalit Mohan Ghosh and Pulin Behari Ghosh** amicably demarcated and partitioned their property by executing registered **Deed of Partition on 22.04.1947** duly registered at the **Joint Sub-Registrar Office of Alipore at Behala** and recorded in **Book No.1, Volume No.28 Pages 60 to 65, Being No.1263 for the year 1947** and by virtue of the said partition the said **Pulin Behari Ghosh**, since deceased, got demarcated properties mentioned in the **Schedule "Kha"** therein under **Dag No. 129** and thereafter the said **Pulin Behari Ghosh**, conveyed, transferred and assigned several plots of land to the different persons.

AND WHEREAS thereafter on **13th day of November, 1963 corresponding to 26 day of Kartick the Bengali year of 1370 B.S.** the said **Pulin Behari Ghosh**, sold, conveyed, transferred and assigned a plot of land measuring an area **03 Cottahs 00 Chittaks 06 Sq. Ft.** more or less unto and in favour of **Smt. Anima Biswas** for a valuable consideration by a **Registered Bengali Deed of Sale**, registered at **The Joint Sub-Registrar Office Of Alipore At Behala** and recorded in **Book No. I, Volume No. 88, Pages from 63 to 67, Being No.5380 for the year 1963** and after purchase of the said landed property said **Smt. Anima Biswas** mutated her name in the record of the then **South Suburban Municipality** as Owner/Assessee in respect of her aforesaid purchased land and during her life time she was enjoying all her right, title and interest of ownership in respect thereof by paying the rates and taxes regularly to the Authority Concern.

AND WHEREAS thereafter on **10.11.1966** the said **Smt. Anima Biswas** obtained a Building sanction plan from South Suburban Municipality being **Building Plan No.751** and constructed a residential house at her aforesaid land.

AND WHEREAS the said **Smt. Anima Biswas**, during her life time and at the time of her death, was a Hindu Governed by the Dayabhaga School of Hindu law of Succession died intestate **30th day of June, 2003** leaving behind her surviving husband namely - **Sri Biswa Ranjan Biswas** and her only son namely - **Sri Arun Kumar Biswas** as her only legal heirs and successors, to inherit the said property left behind by her as per the law of inheritance then prevailing amongst the Hindus Governed by the Dayabhaga School of Hindu Law of Bengal and accordingly the said **Sri Biswa Ranjan Biswas and Sri Arun Kumar Biswas** become the joint owners of the said property left behind by the said deceased **Anima Biswas** by way of inheritance and have been jointly, seized and possessed the said property as absolute owners thereof.

AND WHEREAS by virtue of a registered **Conveyance Dated 10.03.2006** made between **Sri Biswa Ranjan Biswas** son of Late Jitendra Nath Biswas and **Sri Arun Kumar Biswas** son of Sri Biswa Ranjan Biswas

therein mentioned as the **Vendors** of the **One Part** and **Sri Nirmal Kumar Das** therein mentioned as the **Purchaser** of the **Other Part** and for the valuable consideration the said Vendors sold, conveyed, transferred assigned and assured unto and in favour of the purchaser of **ALL THAT** piece and parcel of Bastu land admeasuring an area **03 Cottahs 00 Chittaks 06 Sq. Ft.** be the same a little more or less together with 100 sq. ft. R.T. Shed structure lying and situated at **Mouza: Muradpur, J.L No.13, R.S. No.192, Touzi Nos. 74-77, 82, Pargana Magura, under Khatian No.289, in Dag No.129, within the present limit of the Kolkata Municipal Corporation (S. S. Unit), under Ward No.123 formerly within South Suburban Municipality, Behala being Municipal Premises No.320, Nabalia Para Road, under Police Station Thakurpukur now Haridevpur, Kolkata-700008, in the District of South 24-Parganas, hereinafter called and referred to as the "said Property" together with all right, title and interest and right of easements thereto and the said conveyance is registered in the office of the A.D.S.R. Behala and recorded in Book No. 1, Being No.7971 for the year 2006 and by way of the aforesaid purchase the said purchaser namely Sri Nirmal Kumar Das, become absolute owner of the said property and seized, possessed and occupy the same by paying rents and taxes to the Authority concern.**

AND WHEREAS while thus seized, possessed and occupied of the said property as owner said **Sri Nirmal Kumar Das** mutated his name in respect of the said property in the record of the **Kolkata Municipal Corporation (S.S. Unit) being Assessee No.41-123-13-0334-4** and has been exercising all acts of ownership in respect thereof by paying the taxes regularly to the Authority.

AND WHEREAS in the manner aforesaid the said **Sri Nirmal Kumar Das**, son of Late Sridhar Chandra Das, the Vendor no.1 therein, became the sole and absolute owner of all that **ALL THAT** piece and parcel of Bastu land measuring an area **03 Cottahs 00 Chittaks 06 sq. ft.** be the same a little more or less together with 100 sq. ft. R.T. Shed structure lying and situated at **Municipal Premises No.320, Nabalia Para Road, in Mouza Muradpur, J.L. No.13, R.S. No. 192, Touzi Nos. 74-77, 82, Pargana Magura, under Khatian No.289, in Dag No. 129, within the present limit of the Kolkata Municipal Corporation (S. S. Unit) at Municipal premises No.320, Nabalia Para Road, under Ward No. 123, under Police Station: Thakurpukur now Haridevpur, in the District of South 24-Parganas being Assessee No.4-11-231-30334-4** more fully and particularly mentioned and described in the **SCHEDULE "A" in PART-I**, hereunder written.

AND WHEREAS by virtue of a registered Bengali Sale deed dated 8th Magh, 1370 B.S. corresponding to 01.02.1964 made between **Sri Pulin Behari Ghosh**, son of late Jaladhar Ghosh therein mentioned as the Vendor of the one part and **Sri Sreedhar Chandra Das**, son of Late Bhusan Chandra Das since deceased, therein mentioned as the Purchaser of the other part and for the valuable consideration the said Vendor sold, conveyed, transferred assigned and assured unto and in favour of the purchaser **ALL THAT** piece and parcel of Bastu land measuring an area **03 (three) Cottahs 0 Sft.** be the same a little more or less together with 100

sft. residential R.T. Shed structure lying and situated **at Mouza Muradpur, J.L. No.13, R.S. No.192, Touzi Nos. 74- 77, 82, Pargana Magura under Khatian No.289, in Dag No.129, within the then limit of South Suburban Municipality** now under the limit of Kolkata Municipal Corporation (S. S. Unit) under Police Station: Thakurpukur, in the District of South 24-Parganas together with all right, title and interest and right of easements thereto and the said Sale Deed was registered in the office of the **A.D.S.R. Behala and recorded in Book No. 1, Volume No.3, Pages from 250 to 254, Being No.248 for the year 1964** and by way of the aforesaid purchase the said purchaser namely Sreedhar Chandra Das, become absolutely owner of the aforesaid property and seized possessed and occupy the same by paying rents and taxes to the Authority concern.

AND WHEREAS while seized and possessed of the aforesaid property said **Sreedhar Chandra Das died intestate on 05.01.1971** leaving behind him surviving his widow wife **Smt. Subhadra Das and his two sons namely Sri Nirmal Kumar Das and Sri Amal Kumar Das** and only daughter namely **Smt. Karuna Das** as his legal heirs, successors and representatives and each of them, according to the Dayabhaga School of Hindu Law of Succession Act. 1956 have acquired their undivided 1/4th share and interest of the aforesaid property left behind by deceased Sreedhar Chandra Das by way of inheritance in ejmali and they have been joint exercising all acts of ownership in respect thereof without any interference and/or objection from any one in any manner whatsoever.

AND WHEREAS while thus seized and possessed of the aforesaid property by inheritance the aforesaid owners namely - **Smt. Subhadra Das, Sri Nirmal Kumar Das, Sri Amal Kumar Das and Smt. Karuna Das** applied for mutation of aforesaid property in their name in the Assessment Roll of the Kolkata Municipal Corporation and the same have been mutated in the name of the head of the family namely Smt. Subhadra Das wife of Late Sreedhar Chandra Das without any objection by any one. And the aforesaid property after mutation/assessment have been recorded, known and numbered as **Municipal Premises No.72, Nabalia Para Road, P.S. Thakurpukur now Haridevpur, under the Kolkata Municipal Corporation (S.S. Unit), Ward No. 123, being Assessee No.41-123-13-0070-7 in the District -24-Parganas (South)** and the aforesaid owners have been jointly enjoying and occupying all their right, title and interest by paying the rates and taxes regularly to the Authority Concerned in respect of their aforesaid property.

AND WHEREAS while thus seized and possessed of their aforesaid property said owners namely **Smt. Stibhadra Das, Sri Nirmal Kumar Das, Sri Amal Kumar Das and Smt. Karuna Das** by virtue of a registered **Deed of Gift dated 01.07.1985** corresponding to **6th Ashar, 1992** have jointly gifted a demarcated portion of the land measuring an area **01 Cottahs 01 Chittak 23 Sq. Ft.** be the same a little more or less out of **3 Cottahs 6 Sft.** land lying and situated at **Premises No.72, Nabalia Para Road, P.S.**

Thankurpukur now Haridevpur, under the Kolkata Municipal Corporation, Ward No.123, in the District of South 24-Parganas being Assessee No.41-123-13-0070-7 at Mouza - Muradpur, J.L.No.13, R.S. No.192, Touzi Nos. 74- 77, 82, Pargana Magura, under Khatian No.289, in Dag No.129, unto and in favour of Sri Sankar Samanta son of Sri Judhistir Samanta, the vendor no. 2 therein, and the said Deed of Gift is registered in the office of the A.D.S.R. Behala and recorded in Book No.1, Being No. 922, for the year 1985 and thereafter the aforesaid owners namely Smt. Subhadra Das, Sri Nirmal Kumar Das, Sri Amal Kumar Das and Smt. Karuna Das remains the joint owners of an area of lane measuring 01 Cottahs 14 Chittaks 22 Sq. Ft. of their aforesaid property each having undivided 1/4th share (Each Share Equivalent To 07 Chittaks 11 Sft.) Therein and thereat.

AND WHEREAS while seized and possessed of the aforesaid remaining portion of the land measuring an area 01 Cottahs 14 Chittaks 22 Sq. Ft. out of the aforesaid four owners namely Smt. Subhadra Das, Sri Nirmal Kumar Das, Sri Amal Kumar Das and Smt. Karuna Das two owners namely Smt. Subhadra Das and Smt. Karuna Das jointly gifted their respective 1/4th undivided and un-demarcated share of their aforesaid property i.e. ALL THAT piece and parcel of the land measuring an area 15 Chittaks 11 Sq. Ft. be the same a little more or less out of remaining land admeasuring 01 Cottahs 14 Chittaks 22 Sq. Ft. lying and situated at Premises No.72, Nabalia Para Road, P.S. Thakurpukur now Haridevpur, under the Kolkata Municipal Corporation, Ward No.123, in the District of South 24-Parganas at Mouza - Muradpur, J.L. No.13, R.S. No. 192, Touzi Nos. 74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129 unto and in favour of Sri Niladri Das son of Nirmal Kumar Das and the said Deed of Gift was registered in the office of the A.D.S.R. Behala and the said Deed of gift is registered in the office of the D.S.R. Alipore and recorded in Book No. I, Volume No.286, Pages from 267 to 273, Being No. 15415 for the year 1992.

AND WHEREAS thereafter the said Sri Nirmal Kumar Das and Sri Amal Kumar Das jointly seized and possessed of their remaining undivided portion of the land measuring 15 Chittaks 11 Sq. Ft. Being the portion of the Municipal Premises No.72, Nabalia Para Road, Ward No.123, and while thus jointly seized and possessed of their aforesaid property as joint owners thereof, the said Sri Amal Kuamr Das by virtue of a Deed of Gift dated 26.03.2013 gifted his 1/4th undivided and un-demarcated share of his aforesaid property i.e. ALL THAT piece and parcel of his undivided 1/4th share and interest of the land measuring 07 Chittaks 30 Sq. Ft. be the same a little more or less out of remaining land admeasuring 01 Cottahs 14 Chittaks 22 Sq. Ft. lying and situated at Premises No.72, Nabalia Para Road, P.S. Thakurpukur now Haridevpur, unded the Kolkata Municipal Corporation, Ward No. 123, in the District of South 24-Parganas at Mouza - Muradpur, J.L. No.13, R.S. No.192, Touzi Nos. 74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129, unto and in favour of his brother namely Sri Nirmal Kumar Das and the

said **Deed of Gift** is registered in the office of **D.S.R. II at Alipore and recorded in Book No. I, CD Volume No. 5, pages from 9519 to 9532, Being No. 3632 for the year 2013.**

AND WHEREAS thus and in the manner aforesaid the said Nirmal Kumar Das and Niladri Das jointly seized and possessed of **ALL THAT** piece and parcel of the land measuring 1 Cottahs 14 Chittacks 22 sq.ft. be the same a little more or less lying at situated at **Mouza - Muradpur, J.L. No.13, R.S. No. 192, Touzi Nos 74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129**, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) being Municipal and mutated their aforesaid property in the records of The Calcutta Municipal Corporation and their property have been assessed as **premises no.72A, Nabalia Para Road, P.S. Thakurpukur now Haridevpur, under the Kolkata Municipal Corporation, Ward No. 123, in the District of South 24-Parganas, being Assessee No. 41-123-13-0789-1.**

AND WHEREAS in the manner aforesaid the said **Sri Sankar Samanta** son of Judisthir Samanta, **Sri Nirmal Kumar Das** son of Late Sreedhar Chandra Das, and **Sri Niladri Das** son of Sri Nirmal Kumar Das **the Vendor no 1, 2 & 3 therein**, become the joint owners of **ALL THAT** piece and parcel of Bastu land measuring an area **01 Cottah 01 Chittak 23 Sq. Ft.** be the same a little more or less together with a R.T. Shed structure lying and situated at **Municipal premises No. 72, Nabalia Para Road**, and another Bastu land measuring an area **01 Cottah 14 Chittaks 22 Sq. Ft.** be the same a little more or less together with a R.T. Shed structure, **premises no.72A, Nabalia Para Road, being Assessee No.41-123-13-0070-7 and Assessee No. 41-123-13-0789-1**, total land measuring about **3 Cottahs 00 Chittaks 00 Sq. Ft.** in **Mouza: Muradpur, J.L. No.13, R.S. No. 192, Touzi Nos. 74-77, 82, Pargana Magura, under Khatian No.289, in Dag No.129**, within the present limit of the Kolkata Municipal Corporation (S. S. Unit) under Ward No. 123, under Police Station Thakurpukur now Haridevpur, in the District of South 24-Parganas, more fully and particularly described in the **SCHEDULE - "A" PART-II** hereunder written.

AND WHEREAS as both the properties mentioned in **SCHEDULE- "A" PART-I and PART- II** was/is adjacent to the each other and jointly belonging to aforesaid Owners i.e. the vendor no. 1, 2 and 3 therein and for the proper management and enjoyment of their aforesaid properties the aforesaid Owners, being the vendors therein have jointly decided to amalgamate their **SCHEDULE "A" PART- I AND PART-II** properties into a single premises and/or single plot of land.

AND WHEREAS for the purpose aforesaid out of the aforesaid three Owners One owner namely **Sri Shankar Samanta** son of Yudhisthir Samanta by a registered **Deed of Gift dated 30th November, 2015** gifted a part and portion measuring about **4 Chittacks** out of his total share measuring about **1 Cottah 1 Chittack 23 sq. ft.** be a little more or less lying and situate as **Municipal premises No.72, Nabalia Para Road, under Ward No.123, under Police Station: Thakurpukur now Haridevpur, in the District of South 24-Parganas,**

being Assessee No.4-11-231-30070-7 unto and in favour of Sri Nirmal Kumar Das son of Late Sreedhar Chandra Das and Sri Niladri Das son of Sri Nirmal Kumar Das and the said Deed of Gift was registered at the office of DSR-II, Alipore, 24-Parganas South and recorded in Book No.I, Volume No. 1602-2015 pages from 186367 to 186387 being No. 1602-11984 for the year 2015.

AND WHEREAS and further out of the aforesaid three Owners the Two owners namely Sri Nirmal Kumar Das son of Late Sreedhar Chandra Das and Sri Niladri Das son of Late Nirmal Kumar Das by a registered Deed of Gift dated 30th November, 2015 gifted a part and portion measuring about 4 Chittaks out of their total share measuring about 1 Cottah 14 Chittaks 22 Sq. Ft. be a little more or less lying and situate as Municipal Premises No.72A, Nabalia Para Road, under Ward No.123, under Police Station Thakurpukur now Haridevpur, in the District of South 24-Parganas, being Assessee -No.41-123-13-0789-1 unto and in favour of Sri Shankar Samanta son of Late Yudhisthir-Samanta and the said Deed of Gift is registered at the office of DSR-II, Alipore, 24-Parganas South and recorded in Book No.I, Volume No.1602-2015 pages from 186388 to 186409.

AND WHEREAS and further out of the aforesaid three Owners Two owners namely Sri Shankar Samanta son of Late Yudhisthir Samanta and Sri Niladri Das son of Late Nirmal Kumar Das by a registered Deed of Gift dated 6th January, 2016 gifted a part and portion measuring about 4 Chittaks out of their total share measuring 3 Cottahs 00 Chittaks 00 Sq. Ft. be a little more or less lying and situate as Municipal Premises No.72, Nabalia Para Road, under Ward No.123, under Police Station Thakurpukur now Haridevpur, in the District of South 24-Parganas, being Assessee No.41-123-13-0070-7 unto and in favour of Sri Nirmal Kumar Das son of Late Sreedhar Chandra Das and the said Deed of Gift is registered at the office of DSR-I, Alipore, 24-Parganas South and recorded in Book No. I, Volume No. 1602-2016 pages from 4522 to 4545 being No. 1602-00093 for the year 2016, as some discrepancies crept out in the aforesaid Deed of Gift therefore the same is rectified by way of a registered Deed of Declaration dated 06.09.2021 duly registered at the office of DSR-II Alipore, South 24-Parganas and recorded in Book No.IV, Volume No. 1602-2021 pages from 2426 to 2442 being No. 160200115 for the year 2021.

AND WHEREAS and further out of the aforesaid three Owners One owner namely Sri Nirmal Kumar Das son of Late Sreedhar Chandra Das by a registered Deed of Gift dated 6h January, 2016 gifted a part and portion measuring about 4 Chittaks out of their total share measuring about 03 Cottahs 00 Chittaks 06 sq.ft. be a little more or less lying and situate as Municipal Premises No. 320, Nabalia Para Road, under Ward No.123, under Police Station Thakurpukur now Haridevpur, in the District of South 24-Parganas, being Assessee No. 4-11-231-30334-4 unto and in favour of Sri Shankar Samanta son of Late Yudhisthir Samanta and Sri Niladri Das son of Late Nirmal Kumar Das and the said Deed of Gift is registered at the office of DSR-II, Alipore, 24-Parganas South and recorded in Book No.I, Volume No.

1602-2016 pages from 4546 to 4569 being No. 1602-00094 for the year 2016 as some discrepancies crept out in the aforesaid Deed of Gift therefore the same is rectified by way of a registered Deed of Declaration dated 06.09.2021 duly: registered at the office of DSR-II Alipore, South 24-Parganas and recorded in Book No. IV, Volume No. 1602-2021 pages from 1741 to 1755 being No. 1602-0085 for the year 2021.

AND WHEREAS in the manner aforesaid **Sri Nirmal Kumar Das**, son of Late Sridhar Chandra Das, **Sri Sankar Samanta** son of Judisthir Samanta and **Sri Niladri Das** son of Sri Nirmal Kumar Das, being the **vendor nos. 1, 2 and 3** therein respectively became the joint/co-owners of both the properties mentioned in **SCHEDULE "A" PART- I AND PART-II** hereunder written and have jointly applied before the Kolkata Municipal Corporation to amalgamate their aforesaid properties into a single Assessee as well as to a single plot of land and considering the request of the Owners as aforesaid the authority of Kolkata Municipal Corporation as per Rule and Regulation of K.M.C. was pleased to amalgamate the aforesaid two plots, i.e. land of **SCHEDULE "A" PART- I AND PART-II** hereunder written, into a single plots of land vide Chief Manager, Revenue (AA) order **dated 18.01.2016**, with due approval by Assessor Collector (S.S. Unit) and thus both the aforesaid premises and or plot of lands have been amalgamated to each other consisting a landed area measuring about **06 Cottahs 00 Chittaks and 06 Sq. Ft.** and have been assessed and numbered as **Municipal premises No.72, Nabalia Para Road, under Ward No. 123, under Police Station Thakurpukur now Haridevpur, in the District of South 24-Parganas, being Assessee No.41-11-231-30070-7, at Mouza - Muradpur, J.L.No. 13, R.S. No.192, Touzi No.74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129**, hereinafter called and referred to as **"THE SAID PROPERTY"** morefully and particularly mentioned and described in the **SCHEDULE-"B"** hereunder written and the same is the subject matter of this deed of sale.

AND WHEREAS in the manner aforesaid by virtue of the aforesaid different deed of conveyances, gifts and/or other instruments, the owners therein i.e vendors nos. 1, 2 and 3 therein seized and possessed of **ALL THAT** piece and parcel of land measuring **06 Cottahs 00 Chittaks and 06 Square Feet, (03 Cottahs 00 Chittaks 06 Sq. Ft. + 3 Cottahs 00 Chittaks 00 Sq. Ft.)** be the same a little more or less together with **100 Sq. Ft.** R.T. Shed, lying and situated at **Mouza - Muradpur, J.L. No. 13, R.S. No. 192, Touzi No.74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129**, being **Municipal Premises No.72, Nabalia Para Road, Kolkata-700008**, within the territorial limits of, the Kolkata Municipal Corporation, in its **Ward No.123, under Police Stafon Behala previously Thakurpukur and now Haridevpur**, District Sub-Registration Office at Alipore, Additional District Sub-Registration Office at Behala, District South - 24-Parganas, **being Assessee No.4-11-231-30070-7**, which is morefully and particularly mentioned and described in the **SCHEDULE "A"** hereunder written and the Vendors therein have been jointly enjoying and occupying their

"the said property" by paying rents, taxes and other outgoings to the appropriate authority without any claim or demand from any one in any manner whatsoever.

AND WHEREAS prior to aforesaid the said owners jointly appointed **M/S.IAISWAL CONSTRUCTION** to construct a building on joint venture basis at their said property vide a Registered **Development Agreement** and a **Power of attorney** which was registered in the office of DSR- II at Alipore, South 24-Parganas and the **Development Agreement** was recorded in Book No. I, CD Volume No.7, Pages from 4676 to 4720, being No.05073 for the year 2013 and the **Power of Attorney** was recorded in Book No. I, CD Volume No.7, Pages from 4721 to 4740, being No.05074 for the year 2013 respectively and in terms of the aforesaid **Development Agreement** the Developer was committed to complete the construction works at the owners' land within a period of 30 (thirty) month from the date of sanction of the building plan.

AND WHEREAS even after due diligences the Developer i.e. **M/S. JAISWAL CONSTRUCTION**, failed to execute his commitments within time therefore the owners therein have jointly decided to cancel the said **Development Agreement** and **Power of Attorney** executed in favour of the Developer **M/S. JAISWAL CONSTRUCTION** by returning the advance paid to the owners by the developer and to give effect of their such decision the vendors and the developer have entered into a **Deed of Cancellation** of the aforesaid **Development Agreement** and **Power of Attorney** respectively vide dated 01.10.2021 registered at the office of DSR-II at Alipore, 24- Parganas South, the said **Cancellation of Development Agreement** is duly recorded in Book No. I, Volume No.1602-2021, page from 415275 to 415307 Being No. 1602-08463 for the year 2021 and cancellation of **Power of Attorney** is duly been recorded in **Book No. IV, Volume No. 1602-2021, pages from 2289 to 2318 Being No. 1602-00114 for the year 2021** and thereby make their said property free from all encumbrances.

AND WHEREAS the Owners/Vendors therein for want of urgent money for their legal necessity have jointly become desirous and declare to sell, transfer and convey their **PART III OF SCHEDULE- "A"** mentioned property i.e. **ALL THAT** piece and parcel of land measuring **06 Cottahs 00 Chittaks and 06 Square Feet, (03 Cottahs 00 Chittaks 06 Sq. Ft. + 3 Cottahs 00 Chittaks 00 Sq.Ft.)** be the same a little more or less together with 100 sq.ft. R.T. Shed lying and situated at **Mouza - Muradpur, J.L. No. 13, R.S. No.192, Touzi No.74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129, being Municipal Premises No.72, Nabalia Para Road,Kolkata-700008**, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.123, under Police Station Behala previously Thakurpukur and now Haridevpur, District Sub-Registration Office at Alipore, Additional District Sub-Registration Office at Behala, District South - 24-Parganas at or for the highest total consideration price of **Rs.70,000,00/- (Rupees Seventy Lakh)** only free from all encumbrances in favor of the Present Owners/Vendors..

AND WHEREAS accordingly the herein Owners/Vendors decide to construct the "**BUILDING**" on the said entire property after obtaining the Building Plan to be sanctioned and/or approved by the **Kolkata Municipal Corporation**.

Thereafter, said **VENDORS/OWNERS** applied for sanction of a building plan to the said the **Kolkata Municipal Corporation (S.S. Unit)** for a Multi Storied Residential Building named as "**HESTIA**" and obtained one **Sanctioned Building Plan** in favour of the **Owner's Name** for construct a **Multi Storied** building on the said plot of land at the said premises vide sanction **Plan No. dated valid up to** and thereafter the **Owner/Vendor** has process the construction works a **Multi Storied Building** and several **Flats** and **Spaces** under the said building and on and above the same by demolishing the old structure standing thereon, which is morefully mentioned and described in the **FIRST SCHEDULE** hereunder written.

During the progress of the construction work of the said building the **Purchaser** approached to the **OWNER/VENDOR** to purchase a **Flat** in the said building from the **Owner's Allocation** and the **Owner** agreed to sale to the **Purchaser**, a "**Flat**" No. measuring about **Ft. Chargeable Area equivalent to Sq. Ft. Carpet Area and Sq. Ft. One Balcony** be the same a little more or less in the **Floor** consisting of **Two Bed Rooms, One Living / Dinning , One Kitchen, One Toilet, One W.C., One Verandah,** **TOGETHER WITH** impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the "**Said Flat**" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with all common portion and amenities or facilities in the said building lying, situate and being **Municipal Premises No. 72, Nabalia Para Road, within Police Station: Haridevpur, Kolkata - 700008** which is morefully and particular mentioned and described in the **FIRST SCHEDULE**, hereunder written free from all encumbrances, trusts, charges, liens, lispendences, attachments, claims to the **Purchaser** hereto for the total **consist of Base price of only Plus% to Rs. (Rupees) comes to total Consideration of Rs./- (Rupees) only** and for the purpose requested to the **Owner** to enter into an agreement for sale with the **Owners**.

The Kolkata Municipal Corporation has granted the Commencement Certificate to develop the Project vide approval dated bearing No.;

The Owner has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation. The Owner agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with **Section 14 of the Act** and other laws as applicable;

The Owner has already applied for registration of the Project under the provisions of the Act with the **REAL ESTATE REGULATORY AUTHORITY** at KOLKATA No. **WBRERA/NPR-.....;**

The Allottee has applied for an apartment/Flat in the Project and has been allotted Apartment No. _____ having **SUPER BUILT UP** area of _____ **Square Feet** on _____ **Floor** in [tower/block/building] No. ("**Building**") along with **Closed Parking** No. NA admeasuring **120 Square Feet** in the **GROUND FLOOR** as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act, as available in and attached to the project (hereinafter referred to as the "Apartment/Flat").

AND WHEREAS the Owner/Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the **REAL ESTATE REGULATORY AUTHORITY** at KOLKATA No. **WBREERA/NPR-** _____; under registration.

AND WHEREAS the **OWNER/VENDOR** herein accepted the said offer of the **PURCHASER/S** herein and has agreed to sell **ALL THAT** one residential **FLAT** in the said building from the Owner's Allocation and the Owners agreed to sale to the Purchaser/s one "**Flat**" at _____ **Side**, measuring about _____ **Sq. Ft. Carpet Area** and _____ **Sq. Ft. Super Built-up Area**, be the same a little more or less in the _____ **Floor** consisting of **One/Two/Three Bed Room/s, One Drawing-Dining, One Kitchen, One Toilet, One WC & One Balcony, TOGETHER WITH** impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the "**Said FLAT**" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with all common portion and amenities or facilities in the said building lying, situate and being **Municipal Premises No. 72, Nabalia Para Road, within Police Station: Haridevpur, Kolkata - 700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward No....., District-South 24 Parganas, West Bengal, India**, which is morefully and particular mentioned and described in the **FIRST SCHEDULE** hereunder written free from all encumbrances, trusts, charges, liens, lispences, attachments, claims to the **Purchaser/s** hereto for the **Total Consideration including GST of Rs. _____/- (Rupees _____) only** subject to the fulfillment of the terms and conditions hereunder written for the sake of brevity hereinafter called and referred to as the "**FLAT**" free from all encumbrances, trusts, charges, liens, lispences, attachments and as per law for the time being enforce and for the purpose a **Agreement for Sale** was executed by and between the parties herein on _____ day of _____, 202__ on receiving a sum of Rs. _____/- (Rupees _____) only, from the said **PURCHASER/S** as and by way of earnest money out of the said settled price or consideration of the "**SAID FLAT**" of Rs. _____/- (Rupees _____) only, on the terms and conditions written therein.

AND WHEREAS the **PURCHASER/S** herein approached the **OWNER/VENDOR** herein to complete the said intended sale transaction by way of these presents in respect of the said **FLAT** in terms of said **Agreement for Sale dated _____ day of _____, 20__**, made by and between the aforesaid **OWNER/ VENDOR** and the **PURCHASER/S** herein.

NOW THIS INDENTURE WITNESSETH that in pursuance to the said agreement between the **OWNER/VENDOR** and the **PURCHASER/S/S** paid to **Total Consideration including GST of Rs. _____/- (Rupees _____) only** to the **OWNER/VENDOR** herein on or before the execution of these presents (the receipt whereof the **OWNER/VENDOR** doth hereby and also by the Memo of Consideration hereunder written admit

and acknowledge of and from the same and every part thereof acquit, release and/or forever discharge the Said FLAT of the said multi-storied building unto the Purchaser/s/s), the OWNER/VENDOR absolutely hereby indefeasible grant, sell, convey, transfer and assure, assign unto and in favour of the PURCHASER/S/S of a "Flat" at _____ Side, measuring about _____ Sq. Ft. Carpet Area and _____ Sq. Ft. Super Built-up Area, be the same a little more or less in the _____ Floor consisting of One/Two/Three Bed Room/s, One Drawing-Dining, One Kitchen, One Toilet, One WC & One Balcony, in the building situate at **Municipal Premises No. 72, Nabalia Para Road, within Police Station: Haridevpur, Kolkata - 700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward No....., District-South 24 Parganas, West Bengal, India**, which is morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the "SAID FLAT", along with proportionate share of the land corresponding thereto on which the building is situated as fully described in the FIRST SCHEDULE hereunder written TOGETHER WITH said undivided proportionate share or interest of entrance, underground and overhead water tank/reservoir, Septic tank, pump room, meter room and all common parts, common areas and common facilities fully described in the THIRD SCHEDULE hereunder written situate lying at and being **Municipal Premises No. 72, Nabalia Para Road, within Police Station: Haridevpur, Kolkata - 700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward No....., District-South 24 Parganas, West Bengal, India**, free from all encumbrances, attachments, charges, liens, lispendences, claims, trusts, execution, attachments, proceedings and/or acquisitions and requisitions proceedings scheme or road alignment of **Kolkata Metropolitan Development Authority, The Kolkata Municipal Corporation, Bengal Land and Land Reforms Office, Land Acquisition and Requisition Department** and all other liabilities whatsoever and all the estate, right, title, interest, inheritance, use, trust, property, claim and demand whatsoever of the OWNER/VENDOR into and upon the same or any part thereof TOGETHER WITH fully power to the PURCHASER/S/S to appear before the **Kolkata Municipal Corporation** and/or any other authorities concerning the Said FLAT or otherwise for the purpose of mutation and/or records in the name of the PURCHASER/S/S in the records of **The Kolkata Municipal Corporation** and other **Government Department** as absolute ownership of the same and for all or any other purpose or purposes to sign, issue, receive, acknowledge, serve all correspondence, notice, notices and letters as the case may be and to appear in all or any such matter as may be necessary as fully and effectually do the same OR HOWSOEVER OTHERWISE the said FLAT, as mentioned in the SECOND SCHEDULE hereby sold or any part or portion thereof now and/or at any time heretofore was or were situated, butted, bounded called, known, numbered, described or distinguished TOGETHER WITH all and every manner of former and other rights, liberties, privileges, easements, profits appendages and appurtenances whatsoever to the said premises or any part or portion thereof belonging to or in anywise appertaining to or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and rents, issues and profits thereof in connection with the SAID FLAT and all the estate, right, title interest of the property claim and demand over the same of the Vendors unto and/or upon the Said FLAT and all other benefits, rights hereby granted, sold, conveyed, transferred and assigned, assured or expressed or intended so to be every part thereof TO HAVE AND TO HOLD the said FLAT together with proportionate share of land underneath corresponding to the Said FLAT together with other benefits, rights hereby granted, conveyed, transferred, assigned and/or assured or expressed or intended so to be and every part thereof unto and to the use of the PURCHASER/S/S absolutely/jointly and forever free from all encumbrances, charges, trust, liens, demand, attachments, whatsoever together with all other easement and

quasi-easement right, privileges and provision in connection with the beneficial use and enjoyment of the Said FLAT of the said premises by the respective co-owners and co-occupiers of the building as mentioned in the FOURTH SCHEDULE hereunder written and/or common facilities of the PURCHASER/S/S AND also subject to payment of the proportionate share of the common expenses and also proportionate share of Municipal rates and other taxes payable in respect of the Said FLAT as described in the FIFTH SCHEDULE hereunder written and also subject to the OWNER/VENDOR and the PURCHASER/S/S covenants as contained in the FOURTH SCHEDULE hereunder written and all other outgoings in connection with the said space wholly and the building proportionately the PURCHASER/S/S will pay and discharge taxes on the said FLAT/UNIT wholly as per proportionate amongst others unto and to the use of PURCHASER/S/S absolutely and forever to the intent that PURCHASER/S/S herein henceforth are the absolute owners of the Said FLAT which is hereby granted and sold absolutely by the OWNER/VENDOR/S and forever free from all encumbrances attachments, charges and liabilities whatsoever.

THE VENDOR/S /OWNER/S AND THE PURCHASER/S DOH HEREBY COVENANT TO EACH OTHER as follows:-

- a) The interest which the **Vendors/ Owners** do hereby prefer to transfer submits that the Owner have good right, full power, absolute authority and indefeasible title to grant sell convey transfer assign and assure the SECOND SCHEDULE mentioned as FLAT in the Premises TOGETHER WITH the benefits rights, herein comprised or hereby granted sold conveyed transferred assigned and assured unto and in favour of the Purchaser/s in the manner aforesaid.
- b) The first part **Vendor/ Owner** is entitled to deal with the said FLAT constructed on the FIRST SCHEDULE mentioned land TOGETHER WITH the undivided impartible share of land including the common rights, facilities, amenities and installations, etc. and also eligible to be dealt with and to transfer such portions in the building without any objection and consent of the Vendor/Owner.
- c) It will be lawful for the **Purchaser/s** from time to time and at all times hereafter to peaceably and quietly hold use possess and enjoy the said "FLAT" TOGETHER WITH the undivided impartible share of land in the said Premises including all common rights, areas, amenities and facilities installations etc. in the said Premises and to receive rents issues and profits thereof without any interruptions hindrance, claims or disturbances whatsoever from or by the **Vendor/ Owner** or any person or persons claiming through under or in trust of them.
- d) The SECOND SCHEDULE below mentioned FLAT hereby sold and transferred or intended so to be is freed and discharged from and against all manner or encumbrances whatsoever.
- e) The **Owners/Vendors** have not concealed or suppressed any material defect in their title to the said Premises.
- f) The **Owners/Vendors** will duly fulfill and perform all their obligations elsewhere herein contained.

THE PURCHASER/S DOH HEREBY COVENANT WITH THE VENDORS/ OWNERS as follows:-

- a) THAT the **Purchaser/s** shall be entitled as absolute owner to sell, transfer or dispose of the said FLAT to any person or persons whatsoever without any interference from the Owners/Vendors and other occupants of the building.
- b) THAT the **Owners/Vendors** herein shall handover the possession of the said FLAT of the building.

- c) **THAT** the **Owners/Vendors** do hereby accord his consent to the **Purchaser/s** for mutating his/her/their name/s in the Assessment record of The Kolkata Municipal Corporation in respect of the said **FLAT** conveyed by this Deed of Conveyance and the **Purchaser/s** shall be liable or responsible to pay the rates and taxes to the appropriate authority after mutation and before that the **Purchaser/s** will pay the proportionate rates and taxes to the **Owners/Vendors** from the date of possession of the said **FLAT**.
- d) The **Purchaser/s** binds himself to pay regularly and punctually all common costs and expenses in respect of the said building and the said premises proportionately such liability to be accrued -with effect from the date of execution and registration of these presents proportionately or wholly as the case may be.
- e) The **Purchaser/s** agrees as a specific Covenant running with the land that the land of the said building will remain always undivided and impartible and the Purchaser/s shall be own only and undivided proportionate share in the same and the Purchaser/s shall have no right to claim any division or partition or separation thereof.
- f) The **Purchaser/s** on received of possession of the said **SECOND SCHEDULE** mentioned **FLAT** from the **Vendors/Owners** shall have no right to make any structural change inside the "said **FLAT**" and no brick Partition will be allowed which will cause damage in the main structure.
- g) The **Purchaser/s** at his/her/their own cost and expenses shall apply for and obtain mutation of the "said **FLAT**" in his/her/their name from **The Kolkata Municipal Corporation** after execution and registration of these presents.
- h) The **Purchaser/s** shall not leave any litter in places other than in a place provided for the said purposes.
- i) The **Purchaser/s** shall not leave or cause to be left any furniture or any other material or things where they may or are likely to obstruct the free ingress and egress of the said building and other **Flats/Units** and not to obstruct the common areas.
- l) To co-operate with the **Association and/or Building Committee** to be formed for management of the said building by the Co-owners of the said building and the **Purchaser/s** shall/will be a lawful member of the said association as per this Purchase.
- m) To observe and perform properly all rules regulations and restrictions from time to time in force prepared by the **Association and/or Building Committee** of the Building for the use and management of the Building.
- n) The **Purchaser/s** shall have every right to transfer the said **FLAT** in any way to any **Third Party** without any claim or demand from the **Vendors & Owners** and also other co-owners of the said premises.

BE IT MENTIONED here that the Purchaser/s shall join as a member of the **Association and/or Building Committee** of **Owners** of Flat/Flats & other Spaces of the said building on and from the date of registration of these presents and if any **Association and/or Building Committee** is not yet formed, all the Flat/Flats & other Spaces Owners shall form an **Association and/or Building Committee** of Flat/Flats & other Spaces Owners, if so required.

THE SCHEDULE 'A' ABOVE REFERRED TO :
DESCRIPTION OF PROPERTY MENTIONED IN
(PART - I)

ALL THAT piece and parcel of Bastu land measuring an area **03 (Three) Cottahs 00 Chittaks 06 (Six) Sq. Ft.** be the same a little more or less together with 100 sq. ft. R.T. Shed lying and situated at **Municipal Premises No. 320, Nabalia Para Road, Post Office - Barisha, under Police Station Thakurpukur now Haridevpur**, within the limit of the Kolkata Municipal Corporation (S. S. Unit) **Ward No.123, in the District of South 24-Parganas being Assessee No.4-11-231-30334-4, in Mouza- Muradpur, J.L. No.13, R.S. No. 192, Touzi Nos. 74-77, 82, Pargana Magura, under Khatian No.289, in Dag No.129**, butted and bounded as follows:-

ON THE NORTH : By Building of Narayan Gupta & others,

ON THE SOUTH: By 11'.8" wide Nabalia Para Road,

ON THE EAST: By 10' & 9'.8" wide Nabalia Para Road,

ON THE WEST: By 16'.8" wide Nabalia Para Road & premises no. 264,264A & 264B, Nabalia Para Road & Building of Gopal Sen.

DESCRIPTION OF PROPERTY MENTIONED IN

(PART - II)

ALL THAT piece and parcel of Bastu land measuring an area **01 Cottah 01 Chittak 23 Sq. Ft.** be the same a little more or less together with a 25 SQ.FT.R.T. Shed structure lying and situated at **Municipal premises No. 72, Nabalia Para Road, being Assessee No.41-123-13-0070-7 and Bastu land measuring an area 01 Cottah 14 Chittaks 22 Sq. Ft.** be the same a little more or less together with a 25 SQ.FT. R.T. Shed structure, premises no.72A, Nabalia Para Road Assessee No.41-123-13-0789-1, total land measuring about 3 Cottahs 00 Chittaks 00 Sq. Ft. less together with a 50 SQ.FT. R.T. Shed structure, in **Mouza: Muradpur, J.L. No.13, R.S. No.192, Touzi Nos. 74-77, 82, Pargana: Magura, under Khatian No.289, in Dag No.129, within the present limit of the Kolkata Municipal Corporation (S. S. Unit), under Ward No.123, under Police Station Thakurpukur now Haridevpur, in the District of South 24-Parganas**, butted and bounded as follows :-

ON THE NORTH : By Building of Narayan Gupta & others,

ON THE SOUTH: By 11'.8" wide Nabalia Para Road,

ON THE EAST: By 10' & 9'.8" wide Nabalia Para Road,

ON THE WEST: By 16'.8" wide Nabalia Para Road & premises no. 264,264A & 264B, Nabalia Para Road & Building of Gopal Sen.

(DESCRIPTION OF AMALGAMATED PROPERTY HEREBY SOLD)

(PART - III)

ALL THAT piece and parcel of lind measuring about **6 Cottahs 00 Chittakcs 06 Sq.Ft.** be the same a little more or less together with 100 sq. feet R.T. Shed structure lying and situated at **Municipal premises No.72,**

Nabalia Para Road, Post Office - Barisha, Police Station Thakurpukur now Haridevpur, within the limit of Kolkata Municipal Corporation (S.S. Unit), under Ward No. 123, in the District of South 24-Parganas, being Assessee No.4-11-231-30070-7, at Mouza Muradpur, J.L. No.13, R.S... no.192, Touzi No. 74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129, and butted and bounded as follows :-

ON THE NORTH : By Building of Narayan Gupta & others,
ON THE SOUTH: By 11'.8" wide Nabalia Para Road,
ON THE EAST: By 10' & 9'.8" wide Nabalia Para Road,
ON THE WEST: By 16'.8" wide Nabalia Para Road & premises no. 264,264A & 264B, Nabalia Para Road & Building of Gopal Sen.

THE SCHEDULE "B" ABOVE REFERRED TO
(The SAID FLAT)

ALL THAT piece and parcel of a Self-Contained **"Flat" No. measuring about Ft.**
Chargeable Area equivalent to Sq. Ft. Carpet Area and.....Sq. Ft. One Balcony be the same a little more or less in the **.....Floor** consisting of **Two Bed Rooms, One Living / Dinning , One Kitchen, One Toilet, One W.C., One Verandah, Together With** impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the **"FLAT"**
TOGETHER WITH all common portion and amenities or facilities in the said building lying, situate and being **Municipal Premises No. 72, Nabalia Para Road, Post Office - Barisha, Police Station Thakurpukur now Haridevpur, within the limit of Kolkata Municipal Corporation (S.S. Unit), under Ward No. 123, in the District of South 24-Parganas, being Assessee No.4-11-231-30070-7, at Mouza: Muradpur, J.L. No.13, R.S... no.192, Touzi No. 74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129 with all Common Users Area & Facilities** in the said building as set-out in the **FOURTH SCHEDULE** hereunder written.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON AREA AND FACILITIES)

(I) Areas:

- a) Entrance and exits.**
- b) Boundary Walls and Main Gate of the Premises.**
- c) Staircase, staircase landing, stair head room and lobbies on all the floor of the building.**

d) Entrance lobby.

e) Automatic Lift & Lift well.

(II) Water, Pumping and Drainage:

a) Drainage and sewerage lines and together installations for the same (except only those as per installed within exclusive area of any Unit and/or exclusively for its use).

b) Water supply system.

c) Water pump, underground and overhead water reservoir together with all common plumbing installation for carriage of any unit/or exclusively for its use.

(III) Electrical Installation:

a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any unit and/or exclusively for us).

b) Lighting of the common portions.

c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

(IV) Others: Such other common parts, areas, equipment's, installation, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-owner.

(V) Roof: Roof of the Building and open space in the Ground Floor of the Building shall be the sole property of all Flat Owner as common.

(VI) CCTV Surveillance,

(VII) Solar Panel

THE FOURTH SCHEDULE ABOVE REFERRED TO:

1. Save and except in respect of the said **FLAT** hereby purchased and right of the restrictive common user over common areas and facilities as specified in the **Third Schedule** hereinabove written the Purchaser shall have no claim or respect of other portion of the building.

2. The Purchaser shall pay from the date of possession, the proportionate share of corporation taxes and other taxes whatsoever named called and assessed on the said fiat/building/premises as may be existing at any point of time so long of the said unit is not separately assessed.

3. The maintenance charges and all other outgoings payable in respect of the said FLAT from the date, of possession to association formed by members as per their settled claim from time to time. Apportionment of the liabilities of the **PURCHASER** in respect of an item of cash, taxes, outgoings expenses or any other money or sum payable under the presents by the **PURCHASER** shall be decided as per square feet area of the FLAT.

4. THE PURCHASER/S SHALL:-

- a)** *Maintain the said FLAT with his/her/their own/joint costs and shall keep the said FLAT in the conditions state and order in which it would deliver to him and shall abide by all laws, bye laws, rules and regulations of KMC.*
- b)** *Use the common areas and facilities strictly as required for passage for ingress to and egress from the said FLAT and shall not cause any obstruction of hindrance or interference of free ingress and egress but from the said FLAT and shall not cause any obstructions of hindrance or interference of free ingress and egress but from the said building for the vendors or persons claiming through him.*
- c)** *Permit the association and (heir surveyors or agents with or without workmen and others as also the officers and staff of any public supply authority or bodies at ail reasonable time to enter into and upon the said FLAT or any part thereof for the purpose of repairing or any part of the building and for the purpose of the making, repairing, re-building, maintaining, clearing lighting and keeping in order and good conditions all services, drains, water, pipes, cables, co-belonging to observing or use for the said building and also for the purpose of pulling down maintaining, repairing and testing drainages and water pipes and electric wires and connections.*
- d)** *Executing files and register all declaration, deeds and documents and will do all acts, deeds, matters and things as shall be from time to time necessary for and in relation to the FLAT and shall also furnish declare and file in compliance with all statutory obligations in respect of statutory obligation from time to time all statements and shall comply with and observe all be formalities from time to time as shall be necessary in any oilier law or required for any purpose including for registration of conveyance and/or transfer deeds and shall always pay and discharged all tax and other statutory liabilities and hereby agrees to indemnify and keep indemnified the vendors against demands claim, suits, actions, proceedings charges costs and expenses in respect of thereof and shall execute from time to time all papers and documents and to do all other things for giving effects to the presents and also or protecting the interest of the vendors and of the other PURCHASER and/or holders of the other portions in the said buildings.*
- e)** *The PURCHASER shall have full proprietary rights and interest and shall be entitled to sell, mortgages, rent, lease or any type of transfer the aforesaid FLAT on the under the said Building and also entitled to use the said Flat as Residential, without requiring having or seeking and consenting for the purpose from the other Apartments/Flats Owner and Owners of the said building.*

5. THE PURCHASER SHALL NOT:-

- a)** *Use the said FLAT or any portion thereof for any purpose whatsoever other than as a flat for Residence Purpose. But not any cause danger, nuisance or annoyance to the occupiers of the other flats in the building or to the owners or occupiers of the adjoining or neighboring properties nor shall use the same for any illegal or immoral purpose.*
- b)** *PURCHASER cannot do addition or alteration or construction of permanent nature in the said FLAT or any part thereof which will affect the main structure and line of the building.*
- c)** *Store or keep stored or allow to be stored in the said FLAT, any goods or hazardous or combustible' nature or otherwise materials or any other goods or articles which are likely to endanger the said building or any articles giving an*

offensive smell or which may extra nuisance or annoyance to the neighbors and' or other purpose and/or vendors and/or the **PURCHASER** or occupiers of the other building or buildings in the neighborhood.

d) Hang from or attachment to beam or rafts any article which is or affect endanger or damages or damages the said building and/or construction thereof.

e) Demolish the said FLAT or any part thereof.

f) Use store in the staircase and other common parts passage and other portion and/or allow the smoke to spread and to go in the common area, common parts and common portions and in other flats in the said building.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

THE PURCHASER/S/S SHALL BEAR:-

PROPORTIONATE COST OF REPAIRING AND DECORATING OF THE BUILDING AS COMMON EXPENSES:

PART - I

1. Proportionate expenses of maintenance, repairing, reconstruction and renewing the main structure and the drainage system, rain water discharge, arrangements for supply of electricity and fill common areas contained in the said premises.
2. Proportionate costs of cleaning and lighting the entrance of the building, passage, space, lobby, corridor, staircase,
3. Proportionate share of all taxes, levies and impositions deposits etc. for the premises as a whole.
4. Proportionate share of all salaries, wages, fees and remuneration of all workmen, staff and experts, engaged and hired for the common purpose.
5. Proportionate cost of maintenance, operating, replacing and installing implements including Lift, Pump, Motor, Pipes, Deep tube-well etc. for the common service.
6. Proportionate share of premium of insurance of or the building, if any.
7. Proportionate share of such expenses or would be necessary for all incidentals to the said maintenance and up keep of the building.
8. Any other unforeseen proportionate expenses, if arises in future, will be binding upon the **PURCHASER/S/S** as per the unanimous decision of the building committee or owner's association.

PART - II

MAINTENANCE: The proportionate costs and expenses of maintaining, repairing, redecorating and renewing etc. of the main structure, lift, common parts and portions like drainage, gutters and water pipes for all purposes, drains, electric cables and wires in under or upon the said Housing Complex, main entrance, landings and staircase of the said buildings, boundary walls of the Demarcated portion and compounds etc.

enjoyed or used by the PURCHASER/S/S in common with other occupiers. The costs of cleaning and lighting the main entrance, passages, driveways, landings, staircases and other parts of the Housing Complex so enjoyed or used by the PURCHASER/S/S in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

OPERATIONAL: All expenses for running and operating all machines, equipment and installations comprised in the Common Parts and Common Portions including generator, lift, water pump with motor, cable, T.V. connection and also the costs of repairing renovating and replacing the same.

STAFF: The salaries of and all other expenses of the staff to be employed for the Common Purposes namely security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, etc. including their bonus and other emoluments and benefits.

ASSOCIATION: Establishment and all other expenses of the Association or any agency looking after the Common Purposes until handing over the same to the Association.

-(22)-

IN WITNESS WHEREOF all the Party have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata In The Presence of:-

WITNESSES:-

1.

2.

=====

SIGNATURE OF THE OWNER/VENDOR

=====

Signature of the **PURCHASER/S/S**

Drafted & Printed by:

Dooke Das
Advocate,
Alipore Judges' Court,
Kolkata: 700027
Enrolment No. F/969/1997.

MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASER/S** a sum of Rs. _____/- (Rupees _____) only as **FULL AND FINAL CONSIDERATION** along with 5% GST of the said **FLAT**, described in the **SCEOND SCHEDULE**, herein above written as per memo below :-

<u>Date</u>	<u>Cash/Cheque/NEFT/RTGS</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount</u>

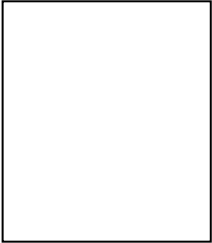
Total Rs. _____/-

Rupees _____ only.

WITNESSES:

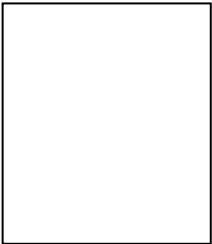
1.

2.

		<i>Thumb</i>	<i>First</i>	<i>Middle</i>	<i>Ring</i>	<i>Little</i>
	<i>LEFT :</i>					
	<i>RIGHT :</i>					

Name: **SRI SOURAV ROY,**

Signature: _____

	<i>LEFT :</i>					
	<i>RIGHT :</i>					

Name: _____

Signature: _____