

DEED OF CONVEYANCE

Date: / /

Nature of Document: **DEED OF CONVEYANCE**

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

OWNER: (1). **SRI ANIRBAN BAIDYA** (having PAN AIWPB5780C and Aadhaar No. 4050 5976 8795) Son of Late Subrata Baidya, by faith Hindu, by occupation Professional, by nationality Indian, residing Baidya Bhawan, 8, Pranabananda Road, Post Office Garia, Police Station previously Jadavpur now Patuli, Kolkata 700084 (2). **SMT. NIVEDITA BAIDYA MONDAL** (having PAN AHIPB7149J and Aadhaar No. 4719 6266 3003) Wife of Sri. Mrinal Kanti Mondal, by faith Hindu, by occupation Service, by nationality Indian, residing at Vill. Kusumba, Post Office Narendrapur, Police Station previously Sonarpur now Narendrapur, Kolkata 700103, 24 Parganas (South), (3). **SMT. ANINDITA ROY** (having PAN AQFPR6499H and Aadhaar No. 4586 8572 5903) Wife of Sri. Jyotirmoy Roy, by faith Hindu, by occupation Housewife, by nationality Indian, residing at 60 Abudayan Road, Natun Bazar, Basirhat, Post Office Basirhat, Police Station Basirhat, Pin. 743411, 24 Parganas (North), (4). **SMT. APARAJITA MAZUMDER** (having PAN BHJPB3201M and Aadhaar No. 7070 0297 2572) Wife of Sri. Debasish Mazumder, by faith Hindu, by occupation Service, by nationality Indian, residing at 56, Dakshin Madhya Fartabad, Post Office Garia, Police Station Sonarpur, Kolkata 700084, 24 Parganas (South), represented by their Constituted Attorney through a General Power of Attorney executed and registered dated in favour of **SRI PRABAL ROY** (having PAN ADCPR0755Q and Aadhaar No. 3595 9835 6637), S/o. Lt. Gopal Chandra Roy, by faith Hindu, by occupation Business, by nationality Indian, residing at 47, Sreerampur Road (North), P.S. previously Jadavpur now Patuli, Kolkata 700 084, in the District South 24 Paraganas, Proprietor of **M/S. CREATIVE CONSTRUCTION**, a proprietorship firm having its registered office at P-129, Sreerampur Road (South), P.O. Garia, P.S. previously Jadavpur now Patuli, Kolkata-700084, in the District South 24 Paraganas, registered at the Office of A.D.S.R., Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No. 1605-2023, Pages from 57532 to 57551, Being No. 160501667 for the year 2023, hereinafter called the '**OWNER**' of the **ONE PART**.

AND

PURCHASER : SRI. ARKA SANYAL (having PAN DURPS6525L and Aadhaar No. 3437 9257 6111) Son of Sri. Pradip Kumar Sanyal, by faith Hindu, by occupation Service, by nationality Indian, residing at 29, Srirampur North, Garia, P.S. previously Jadavpur now Patuli, Kolkata – 700 084, in the District South 24 Paraganas, hereinafter called the **PURCHASER** of the **SECOND PART**.

AND

DEVELOPER: M/S. CREATIVE CONSTRUCTION, a proprietorship firm having its registered office at P-129, Sreerampur Road (South), P. O. Garia, P. S. previously Jadavpur now Patuli, Kolkata-700084 represented by its proprietor namely **SRI PRABAL ROY** (having PAN ADCPR0755Q), S/o. Lt. Gopal Chandra Roy, by faith Hindu, by occupation Business, by nationality Indian, residing at 47, Sreerampur Road (North), P.S. previously Jadavpur now Patuli, Kolkata 700084, hereinafter called the **DEVELOPER** of the **THIRD PART**.

Subject of Conveyance:

Transfer of said flat and Appurtenances:

SAID FLAT: ALL THAT piece and parcel of one self-contained residential flat having tiles flooring being **Flat No. C-1** measuring about **780 Sq.ft. super built-up area** more or less i.e. ***** sq.ft. carpet area**, consisting of two bed rooms, one drawing cum dining cum kitchen, one toilet, one w.c. and one Balcony on the **first floor** in the North –East facing and one **car parking space** measuring about **120 sq.ft.** on the ground floor of the said Ground plus Four storied building with lift provision named as “**BAIDYA BHAWAN**” lying and situated at **ALL THAT** piece and parcel of land measuring 8 Cottah 08 Chittaks 23 Sq.ft. along with a Ground plus Four storied residential building with lift provision lying and situated at Mouza Brijji, J.L. No. 27, Re. Sa. No. 1, Pargana Khaspur, R.S. Khatian No. 240, 263 and R.S. Dag No. 607, P.S. previously Jadavpur now Patuli, District 24 Parganas (South) being **K.M.C. Premises No. 290, Brijji West, P.O. Garia, Police Station previously Jadavpur now Patuli, Kolkata 700084** (Mailing Address ‘**BAIDYA BHAWAN**’ 8, Pranabananda Road, P.O. Garia, Police Station previously Jadavpur now Patuli, Kolkata 700084) within the limits of **Kolkata Municipal Corporation, Ward No. 110**, morefully described in the **SECOND SCHEDULE** hereunder written (hereinafter called the **SAID PROPERTY**).

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

SHARE IN COMMON PORTION: Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Flat (Share in Common Portions) and the said common areas, amenities and facilities are fully described in the **THIRD SCHEDULE** hereunder written (collectively Common Portions). The Share in Common Portions is /shall be derived by taking into consideration in proportion of the super built up area of the Said Flat out of the total super built up area of the Said Building.

BACK GROUND:

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

WHEREAS one Kalyani Baidya purchased a plot of land measuring about 5 Cottahs 13 Chittaks 11 sq.ft. lying and situated at Mouza Brijji, J.L. No. 27, Re. Sa. No. 1, Pargana Khaspur, R.S. Khatian No. 240, 263 and R.S. Dag No. 607, P.S. previously Jadavpur now Patuli, District 24 Parganas (South) through a registered deed of conveyance from Md. Monsoor Ali Molla and others. The said deed of conveyance was registered in the office of Joint Sub Registrar Alipore at Alipore and it was recorded in its Book No. I, Volume No. 13, Pages 7 to 12, Being No. 168, for the year 1976.

AND WHEREAS one Amarendra Narayan Roy executed and registered a deed of gift in respect of a plot of land measuring about 1 Cottahs 04 Chittaks 00 sq.ft. lying and situated at Mouza Brijji, J.L. No. 27, Re. Sa. No. 1, Pargana Khaspur, R.S. Khatian No. 240, 263 and R.S. Dag No. 607, P.S. previously Jadavpur now Patuli, District 24 Parganas (South) in favour of Kalyani Baidya. The said deed of gift was registered in the office of District Sub

Registrar - I at Alipore and it was recorded in its Book No. I, Volume No. 15, Pages 711 to 722, Being No. 3233, for the year 2009.

AND WHEREAS one Anirban Baidya executed and registered a deed of gift in respect of a plot of land measuring about 1 Cottahs 07 Chittaks 12 sq.ft. lying and situated at Mouza Brijji, J.L. No. 27, Re. Sa. No. 1, Pargana Khaspur, R.S. Khatian No. 240, 263 and R.S. Dag No. 607, P.S. previously Jadavpur now Patuli, District 24 Parganas (South) in favour of Kalyani Baidya. The said deed of gift was registered in the office of District Sub Registrar - I at Alipore and it was recorded in its Book No. I, Volume No. 12, Pages 2021 to 2042, Being No. 2096, for the year 2010.

AND WHEREAS subsequently that said Kalyani Baidya became the absolute owners of a plot of land measuring about 8 Cottah 08 Chittaks 23 Sq.ft. lying and situated at Mouza Brijji, J.L. No. 27, Re. Sa. No. 1, Pargana Khaspur, R.S. Khatian No. 240, 263 and R.S. Dag No. 607, P.S. previously Jadavpur now Patuli, District 24 Parganas (South) morefully and particularly described in the First Schedule hereunder written. Thereafter that said Kalyani Baidya mutated and recorded her name in the records of Kolkata Municipal Corporation vide Assessee No. 311100504836 and the land is being known as K.M.C. Premises No. 290, Brijji West, P.O. Garia, Police Station previously Jadavpur now Patuli, Kolkata 700084 (Mailing Address 'BAIDYA BHAWAN' 8, Pranabananda Road, P.O. Garia, Police Station previously Jadavpur now Patuli, Kolkata 700084), within the limits of the Kolkata Municipal Corporation Ward No.110 and paid taxes in respect of the land mentioned in the First Schedule below and also mutated in the office of the B.L.L.R.O. ATM, Kasba, Kolkata. Thereafter that said Kalyani Baidya constructed a pucca dwelling house upon the aforesaid premises.

AND WHEREAS in the meantime said Kalyani Baidya died intestate on 28th January, 2016 leaving behind her husband Subrata Baidya, now deceased, three married daughters namely Smt. Nivedita Baidya Mondal, Smt. Anindita Roy, Smt. Aparajita Mazumder and only son Sri. Anirban Baidya as his legal heirs, successors and claimants.

AND WHEREAS subsequently after death of that said Kalyani Baidya; Subrata Baidya, now deceased, Smt. Nivedita Baidya Mondal, Smt. Anindita Roy, Smt. Aparajita Mazumder and Sri. Anirban Baidya became the absolute Owners of a plot of land measuring about 8 Cottah

08 Chittaks 23 Sq.ft. and a structure measuring about 100 sq.ft. more or less lying and situated at Mouza Brijji, J.L. No. 27, Re. Sa. No. 1, Pargana Khaspur, R.S. Khatian No. 240, 263 and R.S. Dag No. 607, P.S. previously Jadavpur now Patuli, District 24 Parganas (South), being known as K.M.C. Premises No. 290, Brijji West, P.O. Garia, Police Station previously Jadavpur now Patuli, Kolkata 700084 (Mailing Address 'BAIDYA BHAWAN' 8, Pranabananda Road, P.O. Garia, Police Station previously Jadavpur now Patuli, Kolkata 700084) morefully and particularly described in the First Schedule hereunder written.

AND WHEREAS Subrata Baidya, now deceased, Smt. Nivedita Baidya Mondal, Smt. Anindita Roy, Smt. Aparajita Mazumder and Sri. Anirban Baidya decided to develop the same by erecting multi storied building thereon after obtaining sanction plan from the Kolkata Municipal Corporation but due to paucity of funds and inexperience they are searching for a suitable Developer/s, who would carry out the said project.

AND WHEREAS with a view to develop the below schedule property through a reputed Developer; Subrata Baidya, now deceased, Smt. Nivedita Baidya Mondal, Smt. Anindita Roy, Smt. Aparajita Mazumder and Sri. Anirban Baidya were in search of the said Developer and upon hearing the same, the Developer hereinabove agreed to develop and/or construct a multi-storied building in the below schedule property, as per the sanction plan, sanctioned by the Kolkata Municipal Corporation at its own cost and accord and Subrata Baidya, now deceased, Smt. Nivedita Baidya Mondal, Smt. Anindita Roy, Smt. Aparajita Mazumder and Sri. Anirban Baidya agreed with the proposal of the said Developer hereinabove.

DEVELOPMENT AGREEMENT:

That said Land Owner namely Subrata Baidya, now deceased, Smt. Nivedita Baidya Mondal, Smt. Anindita Roy, Smt. Aparajita Mazumder and Sri. Anirban Baidya, entered into a Development Agreement, on dated 22nd May, 2019 with **M/S. CREATIVE CONSTRUCTION**, a proprietorship firm having its registered office at P-129, Sreerampur Road (South), P. O. Garia, P. S. previously Jadavpur now Patuli, Kolkata-700084 represented by its proprietor namely **SRI PRABAL ROY** (having PAN ADCPR0755Q), S/o. Lt. Gopal Chandra Roy, by faith Hindu, by occupation Business, by nationality Indian, residing at 47, Sreerampur Road (North), P.S. previously Jadavpur now Patuli, Kolkata 700084, Developer herein, for construction a multi-storied building on the said land, under some terms and

condition mentioned in the said Development Agreement which was registered at the Office of the A.D.S.R. Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No. 1605-2019, Pages from 103338 to 103387, Being No. 160502980 for the year 2019.

DEVELOPMENT POWER OF ATTORNEY:-

That said Land Owner namely Subrata Baidya, now deceased, Smt. Nivedita Baidya Mondal, Smt. Anindita Roy, Smt. Aparajita Mazumder and Sri. Anirban Baidya, execute a Development Power of Attorney after Registered Development Agreement dated 27th day of May, 2019 registered in the office of A.D.S.R. Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No. 1605-2019, Pages from 105323 to 105351, Being No. 160503073 for the year 2019 appointing the said **SRI PRABAL ROY** (having PAN ADCPR0755Q and Aadhaar No. 3595 9835 6637), S/o. Lt. Gopal Chandra Roy, by faith Hindu, by occupation Business, by nationality Indian, residing at 47, Sreerampur Road (North), P.S. previously Jadavpur now Patuli, Kolkata 700 084, in the District South 24 Parganas, Proprietor of **M/S. CREATIVE CONSTRUCTION**, a proprietorship firm having its registered office at P-129, Sreerampur Road (South), P.O. Garia, P.S. previously Jadavpur now Patuli, Kolkata-700084, in the District South 24 Parganas, as their Constituted Attorney.

PLAN SANCTION:

Subsequently the Developer agreed to develop the aforesaid property and/or to construct a multi storied building thereon as per the sanctioned plan obtained from the Kolkata Municipal Corporation and after that the said Developer submitted the plan before the concerned authority of the Kolkata Municipal Corporation in the name of the land owners and thereafter the concerned authority of the Kolkata Municipal Corporation sanctioned the said plan vide Sanction Plan No. 2022110200 dated 29.07.2022 and subsequently the said Developer started the construction of G plus Four storied Residential building consisting of Flats and Car Parking spaces in the said proposed building.

SUBSEQUENT HISTORY OF OWNERSHIP

It is worth to mention that while the said work of development was in process that said Subrata Baidya died intestate on 26.02.2023 leaving behind his only son namely Sri. Anirban Baidya and three married daughters namely Smt. Nivedita Baidya Mondal, Smt. Anindita Roy and Smt. Aparajita Mazumder as his legal heirs, successors and claimants. Thereafter Sri. Anirban Baidya, Smt. Nivedita Baidya Mondal, Smt. Anindita Roy and Smt. Aparajita Mazumder mutated and recorded their names in the records of Kolkata Municipal Corporation in respect of the said land more fully mentioned the First Schedule herein below having Assessee 311100504836.

SUPPLEMENTARY DEVELOPMENT AGREEMENT and DEVELOPMENT POWER OF ATTORNEY:

That said present Land Owner namely (1). **SRI ANIRBAN BAIDYA** (having PAN AIWPB5780C and Aadhaar No. 4050 5976 8795) Son of Late Subrata Baidya, by faith Hindu, by occupation Professional, by nationality Indian, residing Baidya Bhawan, 8, Pranabananda Road, Post Office Garia, Police Station previously Jadavpur now Patuli, Kolkata 700084 (2). **SMT. NIVEDITA BAIDYA MONDAL** (having PAN AHIPB7149J and Aadhaar No. 4719 6266 3003) Wife of Sri. Mrinal Kanti Mondal, by faith Hindu, by occupation Service, by nationality Indian, residing at Vill. Kusumba, Post Office Narendrapur, Police Station previously Sonarpur now Narendrapur, Kolkata 700103, 24 Parganas (South), (3). **SMT. ANINDITA ROY** (having PAN AQFPR6499H and Aadhaar No. 4586 8572 5903) Wife of Sri. Jyotirmoy Roy, by faith Hindu, by occupation Housewife, by nationality Indian, residing at 60 Abudayan Road, Natun Bazar, Basirhat, Post Office Basirhat, Police Station Basirhat, Pin. 743411, 24 Parganas (North), (4). **SMT. APARAJITA MAZUMDER** (having PAN BHJPB3201M and Aadhaar No. 7070 0297 2572) Wife of Sri. Debasish Mazumder, by faith Hindu, by occupation Service, by nationality Indian, residing at 56, Dakshin Madhya Fartabad, Post Office Garia, Police Station Sonarpur, Kolkata 700084, 24 Parganas (South), also execute a Supplementary Development Agreement, on 6th October, 2023 with **M/S. CREATIVE CONSTRUCTION**, a proprietorship firm having its registered office at P-129, Sreerampur Road (South), P. O. Garia, P. S. previously Jadavpur

now Patuli, Kolkata-700084 represented by its proprietor namely **SRI PRABAL ROY** (having PAN ADCPR0755Q), S/o. Lt. Gopal Chandra Roy, by faith Hindu, by occupation Business, by nationality Indian, residing at 47, Sreerampur Road (North), P.S. previously Jadavpur now Patuli, Kolkata 700084, the Developer herein, for completion of construction of a Ground plus Four storied building with Lift provision upon the said land, under some terms and condition mentioned in the said Development Agreement which was registered at the Office of the A.D.S.R. Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1605-2023, Pages from 57511 to 57531, Being No. 160501665 for the year 2023. Thereafter the Land Owners herein further executed and registered a Power of Attorney in favour of Sri. Prabal Roy s/o. Lt. Gopal Chandra Roy, by faith Hindu, by occupation Business, by nationality Indian, residing at 47, Sreerampur Road (North), P.S. previously Jadavpur now Patuli, Kolkata 700 084, in the District South 24 Paraganas, Proprietor of M/s. Creative Construction, a proprietorship firm having its registered office at P-129, Sreerampur Road (South), P.O. Garia, P.S. previously Jadavpur now Patuli, Kolkata 700084, in the District South 24 Paraganas through a registered deed on 6th October, 2023. The said Power of Attorney was registered in the office of A.D.S.R. Alipore and it was recorded in its Book No. I, Volume No. 1605-2023, Pages from 57532 to 57551, Being No. 160501667 for the year 2023. Subsequently the Developer

CONSTRUCTION OF BUILDING:

M/S. CREATIVE CONSTRUCTION, a proprietorship firm having its registered office at P-129, Sreerampur Road (South), P. O. Garia, P. S. previously Jadavpur now Patuli, Kolkata-700084 represented by its proprietor namely **SRI PRABAL ROY** (having PAN ADCPR0755Q), S/o. Lt. Gopal Chandra Roy, by faith Hindu, by occupation Business, by nationality Indian, residing at 47, Sreerampur Road (North), P.S. previously Jadavpur now Patuli, Kolkata 700084; the Developer herein completed the construction of the entire Ground plus Four storied building with lift provision namely **“BAIDYA BHAWAN”** upon the said land more fully described in the FIRST SCHEDULE hereunder written and thereafter handed over the possession of the owners’ allocation to the Vendors/ Owners herein.

SUPER BUILT UP AREA

Super Built Up Area means the total covered area plus proportionate share of service area.

SALE OF COMPOSITE UNIT

Pursuant to an execution of Agreement for Sale made on 8th April, 2024 between the Purchaser and the Landowner through his Constituted Attorney and the Developer in order to purchase of an Apartment in the said “**BAIDYA BHAWAN**”, the Developer by execution of the said Agreement for Sale provisionally agreed to allot to the Purchaser herein the Flat and car parking space more fully described in the SECOND SCHEDULE hereunder written, subject to the Purchaser agreed to the terms and conditions contained in the said Agreement for Sale.

SALE OF LAND SHARE

The Developer shall have right to allot the undivided proportionate share in the said land attributable to the said Apartments to such prospective purchasers who are selected by the Developer for allotment of the Flats.

SALE : The Developer hereby sells, grants, transfers and conveys to the Purchaser the said Flat and car parking space together with the undivided proportionate share in the land.

SATISFACTION AND POSSESSION: Upon completion of construction of the proposed Building and the Purchaser having complied with all the terms and conditions of the Agreement for Sale and making payment of the agreed price in the manner contained in the Agreement for Sale dated 8th April, 2024, the Developer herein had called upon the Purchaser/s to take possession of the said Flat and Car Parking Space and the Purchaser shall took possession thereof upon fully satisfying himself being satisfied with the title of the Vendors/ Owners to the land, the Building Sanctioned Plan and the specification for construction of the Apartment.

COMPLETION OF SALE: At the request of the Purchaser herein, the Landowner through their Constituted Attorney and the Developer (Collectively –the Transferors) are hereby completing the sale in respect of the said Flat and Car Parking Space in favour of the Purchaser herein.

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

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

NOW THIS DEED WITNESSES:

SALE : The Developer hereby sell, grants, transfers and conveys to the Purchaser the flat and car parking space together with the undivided proportionate share the land and the right to use and enjoy the undivided, impartible proportionate share in the said building named as “**BAIDYA BHAWAN**” with the Common Portions of the said Building absolutely and forever, free from all encumbrances, which the Purchaser shall have right to hold forever hereafter, at or for the consideration of Rs. 45,00,000/- (Rupees Forty five lakhs) only the entirety of which has been paid by the Purchaser to the Developer at or before the execution hereof, the receipt whereof the Developer hereby admits and acknowledges and releases to the Purchaser the Flat together with the undivided proportionate share of land, of and from the same subject to the observance and performance of the specific covenants stipulations, restrictions and obligations mentioned hereafter. It is a sale within the meaning of Section 54 of the Transfer of Property Act.

SALE: The Developer and the Vendors/ Owners hereby sells, grants, transfers and conveys to the Purchaser the said Flat and Car Parking Space together with the undivided proportionate share in the land morefully mentioned in the First Schedule herein below.

PURCHASER’S COVENANTS:

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

- 1) The Purchaser has inter alia, inspected and verified all the documents including (right, title and interest of the Landowner and/or the Developer in respect of the Project) the Plan

(approved and/or sanctioned by Kolkata Municipal Corporation) of **“BAIDYA BHAWAN”** and the Apartment and is satisfied as to the construction thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the said Apartment and as to the nature, scope and extent of benefit or interest in the **“BAIDYA BHAWAN”**, Common Portions and the Building Common Portions.

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

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

4) The Developer shall not be liable to pay any maintenance or other charges, for any vacant sold out Flat in the **“BAIDYA BHAWAN”**.

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

6) The Purchaser shall on and from the Date of Possession of the Flat pay municipal Taxes, charges, levies and impositions payable as the Owner or Occupier of the Flat and properties appurtenant thereto, including all charges for repairs, maintenance and/or replacement and also the proportionate share of all taxes, levies and/or impositions as may be payable by the Purchaser for the management, administration and maintenance of **“BAIDYA BHAWAN”**, Common Portions, the Building Common Portions and all these liabilities shall

be perpetual even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

7) The proportionate undivided interest in the **“BAIDYA BHAWAN”** Common Portions shall not be transferable except along with the Flat hereby sold to the Purchaser/s and shall be deemed to be conveyed and encumbered with the Flat even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

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

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

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

11) The roof in the **“BAIDYA BHAWAN”** will mean the ultimate roof of the building which will be for the common use for all the Purchaser/s of that Building. The Purchaser herein shall use the roof of the Building in common with the other Flat owner/s of the Building.

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

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

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

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

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

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

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

c. No Structural Alteration: No alteration, modification or in any manner change the structure by any civil construction in the Said Flat and Appurtenances or in the Common Portions of the Said Building.

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

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

f. No Nuisance and Disturbance: Not use the Said Flat or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.

g. No Storage: Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

h. No Obstruction to Developer/Association : Not obstruct the Developer/ Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in further constructing on the Top roof of the Said Building and selling and granting rights to any person on any part of the Said Building/Said Property (excepting the Said Flat and Appurtenances).

i. No Obstruction of Common Portions: Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.

j. No Throwing Refuse : Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.

k. No Injurious Activities : Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat or the Common Portions.

l. No Storing Hazardous Articles : Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.

m. No Floor Damage : Not keep any heavy articles or things, which are likely to cause damage to the floors or operate any Machine save and except usual home appliances.

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

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

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

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Said Premises with Building)

ALL THAT piece and parcel of land measuring more or less 8 Cottah 08 Chittaks 23 Sq.ft. along with a Ground plus Four storied residential building with lift provision lying and situated at Mouza Briji, J.L. No. 27, Re. Sa. No. 1, Pargana Khaspur, R.S. Khatian No. 240, 263 and R.S. Dag No. 607, P.S. previously Jadavpur now Patuli, District 24 Parganas (South). Now the land is being known and called as **K.M.C. Premises No. 290, Briji West, P.O. Garia, Police Station previously Jadavpur now Patuli, Kolkata 700084** (Mailing

Address 'BAIDYA BHAWAN' 8, Pranabananda Road, P.O. Garia, Police Station previously Jadavpur now Patuli, Kolkata 700084) and is within the limits of **Kolkata Municipal Corporation, Ward No. 110**, and the land is being butted and bounded as follows:-

ON THE NORTH	:	G + 3 Storied Building
ON THE SOUTH	:	House Of Babu Ali
ON THE EAST	:	G + 3 Storied Building
ON THE WEST	:	23 ft. wide K. M. C. Road

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the Flat and Car Parking Space)

ALL THAT piece and parcel of one self-contained residential flat having tiles flooring being **Flat No. C-1** measuring about **780 Sq.ft. super built-up area** more or less i.e. ***** sq.ft. carpet area**, consisting of two bed rooms, one drawing cum dining cum kitchen, one toilet, one w.c. and one Balcony on the **first floor** in the North –East facing and one **car parking space** measuring about **120 sq.ft.** on the ground floor of the said Ground plus Four storied building with lift provision lying at **K.M.C. Premises No. 290, Briji West, P.O. Garia, Police Station previously Jadavpur now Patuli, Kolkata 700084** (Mailing Address 'BAIDYA BHAWAN' 8, Pranabananda Road, P.O. Garia, Police Station previously Jadavpur now Patuli, Kolkata 700084), within the municipal limits of **Ward No. 110** of the Kolkata Municipal Corporation, and the flat is more particularly shown and delineated in the site Map or Plan annexed hereto in RED border line thereon as part and parcel of this indenture **TOGETHER WITH** undivided proportionate share of land fully described in the **FIRST SCHEDULE** hereinabove written **TOGETHER WITH** right to enjoy the proportionate share or interest in the common areas and parts of the said building, fully described in the **THIRD SCHEDULE** hereunder written subject to payment of proportionate common expenses applicable to the said Flat mentioned in the **FOURTH SCHEDULE** hereunder written.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Particulars of the Common areas and Parts)

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

1. Entrance and exists to the premises and also the unit including drive ways.
2. Boundary walls and main gate of the premises.
3. Stairs, stair case lobbies and corridors on all the floors and landing/ hand railings and other fixtures installed in the staircase and lift.
4. Foundation, columns, girders, beams, supporters of main walls etc. including the boundary walls of the premises.
5. Water, drainage, sewerage, evacuation lines, drainage, sewerage evacuation pipes from the unit to drains and sewers and other installations for the same would be common for the building.
6. Ultimate roof and/or terrace of the building.
7. Water supply line from the common underground reservoir to the overhead tank of the building and system relating thereto including water pump motor, overhead water reservoir, plumbing installations for carriage of water, water eviction pipes, fittings save and except the installations made inside the said flat. Tube well with pump and machine room (if permitted by appropriate authority
8. Electrical wiring and other accessories together with the space required for installation of the same.
9. Underground water reservoir.

10. Lighting, fixtures and fittings of the common portions of the building.
11. Such other common parts areas, equipment installations fittings fixtures and spaces as are necessary for passage and/or user of the unit in common by all co-occupants and/or co-Owners of the building.
12. Lift lobbies, lift shaft and lift machine room.
13. Lift installations and Machine Room.
14. Toilet in the Ground floor for use in common of the Darwans, Security guards, Caretaker and unit holder's drivers and servants.
15. Roof terrace of the entire building.
16. Common passage for ingress and egress from main Municipal Road to the building, Caretaker room.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

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

1. The expenses for maintenance, operating, white washing painting, repairing, replacing or shifting, re-decorating, cleaning, lighting of all common parts amenities and facilities including the outer walls of the building, boundary walls, stair case, roof, foundation, wall, main gate, landings, lift, generator (if any) water and sanitary pipe etc. and all other spaces and installations for common user.
2. Costs of periodically inspecting servicing maintaining electrical and mechanical equipment and other plant and machinery in the building.

3. Costs of the salaries wages fees and remunerations of caretaker, clerk, bill collectors, chowkidars, darwan, guard, sweepers, mistries, electrician workmen and experts engaged and hired for the common purposes.
4. Municipal and other rates and taxes for the common areas for the time being assessed as also other outgoings, if any, when payable.
5. Such other or further expenses as are deemed necessary and/or incidental for the maintenance and upkeep of the building and general common areas and facilities and/or for any other account whatsoever.
6. Such other expenses as are necessary or incidental expenses for maintenance and upkeep of the building and Govt. duties, as may be determined by the Flat and/or Unit Owner's Association as shall be formed by the Flat-Owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provision of West Bengal Apartment Ownership Act and bye-laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.

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

SIGNED AND DELIVERED

by the VENDOR above named

in the Presence of:

1.

2.

SIGNATURE OF THE VENDORS

SIGNED AND DELIVERED

by The PURCHASER above named

in the Presence of :

1

2

SIGNATURE OF THE PURCHASER

SIGNED, SEALED AND DELIVERED

by the DEVELOPER above named

in the Presence of :

1

2

SIGNATURE OF THE DEVELOPER

RECEIVED of and from the within named Purchaser, the sum of Rs. 45,00,000/- (Rupees Forty five lakhs) only by way of full consideration money paid by the Purchaser to the Developer herein as per Memo below :

MEMO OF CONSIDERATION

SL. No.	Particulars	Amount
1.	Paid by Cheque No. drawn on _____ dated _____	
2.	Paid by Cheque No. _____ branch _____ drawn on _____ dated _____ Bank, _____	
3.	Paid by Cheque No. _____ drawn on _____ Bank _____ Dated _____	
Total		Rs. 45,00,000 /-

RUPEES Forty five lakhs only

WITNESSES

1

2.

SIGNATURE OF THE DEVELOPER