

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this _____ day of, Two Thousand Twenty-Four (2024) A.D.

BETWEEN

(1) **1) SRI ANUP KUMAR DHAR** (PAN BQNPD6415N & AADHAAR NO. 7655 1711 5124), Son of Late Ram Chandra Dhar, by Occupation - Business, **2) SRI ARUP KUMAR DHAR** (PAN AHGPD0715L & AADHAAR NO. 7600 1195 6016), Son of Late Ram Chandra Dhar, by Occupation - Business, (3) **SRI SWARUP DHAR** (PAN AGBPD5960F & AADHAAR NO. 2406 7397 5600), Son of Sri Ashok Kumar Dhar, by Occupation Business, and (4) **SMT, KABITA DHAR** (PAN BAVPD4923P & AADHAAR NO. 2577 0753 5971), Wife of Late Gopal Chandra Dhar, by Occupation - Business, all by Nationality Indian, all by religion - Hindu, all are residing at Holding No. 190, Ward No. 8 at Dhar Gali under Chandannagar Municipal Corporation, P.O. Chandannagar, Police Station Chandannagar, District Hooghly, hereinafter called and referred to as "OWNERS/VENDORS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

- A N D -

TRUSTEGIC CONSTRUCTION, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Premises no. 807/24, GF-BL-A/CS-1 PANCHBATI APARTMENT, J.N. Sur Road, Bagbazar, P.O. & P.S. Chandannagar, Dist. Hooghly, Pin- 712136, State of West Bengal (PAN AAVFT7780R), having its partners (1) **SRI BHAWANI SHANKAR SHARMA (PAN- BMEPS3450H, AADHAR NO.- 2036 6272 7029)**, S/O- Ghanshyam Sharma, of- 10/9A, Motilal Gupta Road, Purba Barisha, South 24 Parganas, West Bengal- 700008, and (2) **CHANDAN DATTA (PAN- AHKPD7629M, AADHAR NO.- 2361 7002 7566)** , S/O- Late Sisir Kumar Datta, residing at A-303 Panchabati Apartment, Surpara, J.N.Sur Road Bagbazar, Chandannagar, P.O.& P.S. Chandannagar, District Hooghly, State: West Bengal, PIN Code: 712136 and (3) **SRI PRAVEEN KUMAR** (PAN No. AVOPK6502A& AADHAAR NO. 4976 6779 2292), son of Sri Dudu Jai Ram Singh, residing at 1/300, Housing Board, Jhunjhun, Rajasthan, 333001 represented by its authorized Partner **SRI CHANDAN DATTA**, (Aadhar no. **2361 7002 7566**) hereinafter called and referred to as the "DEVELOPER " (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-office, executors, administrators, legal representatives, successors and assigns) of the **SECOND PART**.

-AND-

(1) ~~xxxxxxxxxxxx~~, hereinafter referred to as the "**PURCHASERS**" (which term or expression shall unless excluded by or repugnant to the context and/or subject be deemed to mean and include each of their heirs, successors, executors, administrators, legal representatives and/or assigns etc.) of the **THIRD PART**.

WHEREAS the Owner/Vendors herein are jointly seized and possessed of the ALL THAT piece and parcel of tank measuring **15 (Fifteen) Cottahs** more or less and Bastu land measuring **32 (Thirty Two) Cottahs 3 (Three) Chittaks 18 (Eighteen)** sq. ft. more or less together with Cemented Flooring approximate 40 years old **4407 sq. ft** two storied Building standing thereon under all in **Mouza- Chandannagar, Sheet No. 9**, J. L. No. 1, Police Station Chandannagar, District Sub-Registry Office at Hooghly and Addl. District Sub-Registry Office at Chandannagar in **Dhar Gali** under Holding no. 213, ward no 8, within the local limit of Chandannagar Municipal Corporation in the District of Hooghly.

SL No.	Classification of Land	R.S. Khatian No.	R.S. Dag No.	L.R. Khatian No.	L.R. Dag No.	Area with structure
1.	Tank	412	646	3125,3126, 3127,3888	1030	15 Cottah
2.	Bastu	412	647	3125,3126, 3127,3888	1029	21 Cottah 3 Chittaks18 Sq.ft along with 4407 Sq ft. Two Storied building consist of Ground Floor area 2207 sq.ft and First Floor area 2200 sqft.
3.	Bastu	412	647	3125,3126, 3127,3888	1031	11 Cottah more or less.

and remained in joint possession as absolute owners of the aforesaid land and began to enjoy the same by paying taxes and revenues thereto having their absolute right and clear marketable title in the First Schedule Property mentioned below [which is hereinafter for the sake of brevity referred to as the **“Said Premises”** and more fully described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS One Smt. Radha Rani Dhar, Widow of Madan Mohan Dhar and Ram Chandra Dhar, Amar Chard Dhar, Gopal Chandra Dhar, Ashok Kumar Dhar all Sons of Late Madan Mohan Dhar got ALL THAT piece and parcel of tank measuring 15 (Fifteen) Cottahs 0 (Zero) Chittak 0 (Zero) Sq. ft. more or less lying and situated in R. S. Dag No. 646 under R. S. Khatian No. 412 and L. R. Dag No. 1030 under L. R. Khatian Nos. 23, 136, 356, 1072 and ALL THAT piece and parcel of Bastu land measuring 21 (Twenty One) Cottahs 3 (Three) Chittaks 18 (Eighteen) sq. ft. more or less together with structure standing thereon

lying and situated in R. S. Dag No. 647 under R. S. Khatian No. 412 and L. R. Dag No. 1029 under L. R. Khatian Nos. 23, 136, 356, 1072 and ALL THAT piece and parcel of Bagan land measuring 11 (Eleven) Cottahs more or less lying and situated in R. S. Dag No. 647 under R. S. Khatian No. 412 and L. R. Dag No 1031 under L. R. Khatian Nos. 23, 138, 356, 1072 all in Mouza Chandannagar, J. L. No. 1, Police Station Chandannagar, District Sub-Registry Office at Hooghly and Addl. District Sub-Registry Office at Chandannagar and within the local limit of Chandannagar Municipal Corporation in the District of Hooghly by virtue of Order/Decree on the basis of the Solenama dated 16/01/1965 filed before the Ld. First Court of Subordinate Judge at Hooghly in respect of Title Suit No. 51 of 1956 and the said Smt. Radha Rani Dhar and Ram Chandra Dhar, Amar Chand Dhar, Gopal Chandra Dhar, Ashok Kumar Dhar got the said property by virtue of the said Partition Suit and the said property is mentioned in Schedule "Ja" in the said Solenama filed in respect of the said, Title Suit and each having undivided and undemarcated 1/5th share of the aforesaid properties.

AND WHEREAS afterwards the said Smt. Radha Rani Dhar died intestate in the year 1990 leaving behind her aforesaid four sons namely Ram Chandra Dhar, Amar Chand Dhar, Gopal Chandra Dhar and Ashok Kumar Dhar and six daughters namely Mani Mala Singha, Wife of Prabodh Kumar Singha, Hira Rani Chandra, Wife of Arun Chandra Chandra, Smt. Santi Sil, Wife of Late Fathik Lal Sil, Smt. Pankajani Adhya, Wife of Arun Adhya, Smt. Ira Dey, Wife of Nilmoni Dey and Smt. Smritikana Dutta, Wife of Madhu Sudan Dutta as her legal heirs, heiresses and successors and after her death her undivided and undemarcated 1/5th share devolved upon her aforesaid sons and daughters and each having undivided and undemarcated 1/50 share of the said property as left by the said Smt. Radha Rani Dhar, since deceased as per the provision of the Hindu Succession Act, 1956.

AND WHEREAS after the death of the said Smt. Radha Rani Dhar, her each son became the owner of undivided and un-demarcated $1/5\text{th} + 1/50 = 11/50$ share of the said total property and each daughter became the owner of undivided and undemarcated $1/50$ share of the said total property.

AND WHEREAS during enjoyment of the said property jointly the said Ram Chandra Dhar died intestate leaving behind his two sons namely Anup Kumar Dhar and Arup Kumar Dhar and one married daughter namely Smt. Anita Dhar, Wife of Chandranath Dhar as his legal heirs, heiress and successors who jointly inherited the undivided and undemarcated $1/5^{\text{th}}$ + $1/50^{\text{th}}$ = $11/50^{\text{th}}$ share of the said property as left by the said Ram Chandra Dhar, since deceased as per the provision of the Hindu Succession Act, 1956 as the wife of the said Ram Chandra Dhar predeceased him.

AND WHEREAS after the death of the said Ram Chandra Dhar, the said Anup Kumar Dhar, Arup Kumar Dhar and Smt. Anita Dhar became the joint owners of undivided and undemarcated $11/50$ share each of the said property and Amar Chand Dhar, Gopal Chandra Dhar, Ashok Kumar Dhar already got individually and undemarcated $11/50$ share of the said property and said six daughters of Radha Rani Dhar namely Smt. Manimala Singha, Smt. Hira Rani Chandra, Smt. Pankajini Addya, Smt. Ira Dey, Smt. Shanti Sil and Smt. Smritikana Dutta got separately undivided and undemarcated $1/50$ share each of the said property.

AND WHEREAS during enjoyment of the said property jointly the said Gopal Chandra Dhar died intestate leaving behind his wife Smt. Kabita Dhar as his sole legal heiress who inherited the undivided and undemarcated $11/50$ share of the said property as left by the said Gopal Chandra Dhar, since deceased as per the provision of Hindu Succession Act, 1956.

AND WHEREAS during enjoyment of the said property jointly, the said Smt. Anita Dhar gifted, transferred and conveyed her undivided and undemarcated share of the said property to her own brothers Anup Kumar Dhar and Arup Kumar Dhar by a Deed of Gift dated 18th November, 2013 duly registered in the Office of the AD.S.R. Chandannagar, Hooghly and recorded in Book No. I, CD Volume No. 11, Pages from 1147 to 1160, Being No. 03139 for the year 2013.

AND WHEREAS the said Smt. Mani Mala Singha and her husband Probodh Kumar Singha died intestate leaving behind their three sons namely Samir Kumar Singha, Subir Kumar Singha and Prabir Kumar Singha and two married daughters namely Smt. Sikha Mitra, Wife of Swapan Mitra and Smt. Bani Dey, Wife of Sri Pravat Kumar Dey who jointly inherited the undivided and undermarcated 1/50" share of the said property as left by the said Smt. Mani Mala Singha, since deceased as per the provision of Hindu Succession Act, 1956.

AND WHEREAS after the death of the said Smt. Mani Mala ala Singha and her husband Probodh Kumar Singha, the said Samir Kumar Singha, Subir Kumar Singha, Prabir Kumar Singha, Smt. Sikha Mitra, Wife of Swapan Mitra and Smt. Bani Dey, Wife of Sri Pravat Kumar Dey became the joint owners of undivided and undemarcated 1/50 share of the said property and the said legal heirs and heiresses of the said Smt. Mani Mala Singha gifted, transferred and conveyed their undivided and undemarcated 1/50th share in the said property to their Cousins Anup Kumar Dhar, Arup Kumar Dhar, both Sons of Late Ram Chandra Dhar and Swarup Dhar, Son of Ashok Kumar Dhar by a Deed of Gift written in Bengali dated 24h November, 2013 duly registered in the Office of the A.D.S.R. Chandannagar and recorded in Book No. 1, CD Volume No. 11, Pages from 2373 to 2391 being No. 03211 for the year 2013.

AND WHEREAS the said Smt. Hira Rani Chandra and her husband Arun Chandra Chandra died intestate leaving behind their three sons namely Achinta Kumar Chandra, Atindra Kumar Chandra and Debashish Chandra who jointly inherited the undivided and undemarcated 1/50th share of the said property as left by the said Smt. Hira Rani Chandra, since deceased as per the provision of Hindu Succession Act, 1956.

AND WHEREAS after the death of the said Smt. Hira Rani Chandra and her husband Arun Chandra, the said Achinta Kumar Chandra, Atindra Kumar Chandra and Debashish Chandra became the joint owners of undivided and undemarcated 1/50th share of the said property and during enjoyment of the said property, the said legal heirs and heiresses of the said Smt. Hira Rani Chandra along with Smt. Shanti Sil, Wife of Late Fathik Lal Sil (another owner of the said property) gifted, transferred and conveyed their undivided and

undemarcated share in the said property to their Cousins and nephews respectively Anup Kumar Dhar, Arup Kumar Dhar, both sons of Late Ram Chandra Dhar and Swarup Dhar, Son of Ashok Kumar Dhar by a Deed of Gift written in Bengali dated 23rd November, 2013 duly registered in the Office of the A.D.S.R. Chandannagar and recorded in Book No. I, CD Volume No. 11, Pages from 2354 to 2372 being No. 03210 for the year 2013.

AND WHEREAS the said Smt. Smritikana Dutta, Wife of Madhu Sudan Dutta sold, transferred and conveyed their undivided and undemarcated share in the said property to her Nephews Anup Kumar Dhar, Arup Kumar Dhar and Swarup Dhar by a Deed of Sale written in Bengali dated 11th December, 2013 duly registered in the Office of the A.D.S.R. Chandannagar and recorded in Book No. I, CD Volume No. 12, Pages from 299 to 310, being No. 03400 for the year 2013.

AND WHEREAS the said Smt. Ira Dey and her husband Nilmoni Dey died intestate leaving behind their only son namely Horidas Dey and three married daughters namely Smt. Lalita Dey, Wife of Late Braja Gopal Dey, Smt Anima Nandy, Wife of Sri Loknath Nandy and Smt. Anita Dey, Wife of Swapan Dey who jointly inherited the undivided and undemarcated 1/50th share of the said property as left by the said Smt. Ira Dey, since deceased as per the provision of Hindu Succession Act, 1956.

AND WHEREAS after the death of the said Smt. Ira Dey and her husband Nilmoni Dey, the said Horidas Dey, Smt. Lalita Dey, Wife of Late Braja Gopal Dey, Smt. Anima Nandy, Wife of Sri Loknath Nandy and Smt. Anita Dey, Wife of Swapan Dey became the joint owners of undivided and undemarcated 1/50th share of the said property and during enjoyment of the said property the said legal heirs and heiresses of the said Smt. Ira Dey gifted, transferred and conveyed their undivided and undemarcated share in the said property to their Cousin Anup Kumar Dhar and Arup Kumar Dhar, both sons of Late Ram Chandra Dhar and Swarup Dhar, Son of Ashok Kumar Dhar by a Deed of Gift written in Bengali dated 22nd December, 2013 duly registered in the Office of the A.D.S.R. Chandannagar and recorded in Book No. I, CD Volume No. 12, Pages from 2839 to 2857 being No. 03541 for the year 2013.

AND WHEREAS the said Smt Pankajini Adhya and her husband Arun Kumar Adhya died intestate leaving behind their only son namely Ramakanta Adhya and four married daughters namely Smt. Manorama Dhar, Wife of Uma Kanta Dhar, Smt. Trishna Sarkar, Wife of Pradip Sarkar, Smt. Sushama Koley, Wife of Prasun Kanti Koley and Smt. Jharna Boral, Wife of Nishi Kanto Boral who jointly inherited the undivided and undemarcated 1/50th share of the said property as left by the said Smt. Pankajini Adhya, since deceased as per the provision of Hindu Succession Act, 1956.

AND WHEREAS after the death of the said Smt. Pankajini Adhya and her husband Arun Kumar Adhya, the said Ramakanta Adhya, Smt. Manorama Dhar, Wife of Uma Kanta Dhar, Smt. Trishna Sarkar, Wife of Pradip Sarkar, Smt. Sushama Koley, Wife of Prasun Kanti Koley and Smt. Jhama Boral, Wife of Nishi Kanto Boral became the joint owners of the 1/50th undivided and undemarcated share of the said property and the said legal heirs and heiresses of the said Smt. Pankajini Adhya namely the said Ramakanta Adhya, Smt. Manorama Dhar, Wife of Uma Kanta Dhar, Smt. Trishna Sarkar, Wife of Pradip Sarkar and Smt. Sushama Koley, Wife of Prasun Kanti Koley sold, transferred and conveyed their undivided and undemarcated share in the said property to their Cousins Anup Kumar Dhar, Arup Kumar Dhar, both sons of Late Ram Chandra Dhar and Swarup Dhar, Son of Ashok Kumar Dhar by a Deed of Conveyance written in Bengali dated 4th January, 2014 duly registered in the Office of the A.D.S.R. Chandannagar and recorded in Book No. 1, CD Volume No. 1, Pages from 479 to 497, being No. 00030 for the year 2014.

AND WHEREAS Smt. Jharna Boral, Wife of Nishi Kanto Boral being the legal heir of Smt. Pankajini Adhya and her husband Arun Kumar Adhya sold, transferred and conveyed their undivided and undemarcated share in the said property to their Cousins Anup Kumar Dhar, Arup Kumar Dhar, both sons of Late Ram Chandra Dhar and Swarup Dhar, Son of Ashok Kumar Dhar by a Deed of Conveyance by a Deed of Conveyance written in Bengali dated 1 March, 2014 duly registered in the Office of the A.D.S.R. Chandannagar and recorded in Book No. I, CD Volume No. 3, Pages from 1727 to 1740, being No. 00685 for the year 2014.

AND WHEREAS one of the legal heirs of the said Madan Mohan Dhar and Smt. Radharani Dhar, since deceased namely Amar Chandra Dhar sold transferred and conveyed his undivided and undemarcated 11/50th share of the said property to Anup Kumar Dhar, Arup Kumar Dhar, both sons of Late Ram Chandra Dhar and Swarup Dhar, Son of Ashok Kumar Dhar by two nos of Deed of Sale written in Bengali dated 26th May, 2016 duly registered in the Office of the Addl. District Sub-Registrar, Chandannagar, Hooghly and one recorded in Book No. 1 Volume No 0804-2016, Papes from 34082 to 34096, Being No. 060401605 for the year 2016 and another recorded in Book No. 1, Volume No. 0504-2015, Pages from 34099 to 34115, Being No. 050401606 for the year 2016.

AND WHEREAS one of the legal heirs of the said Madan Mohan Dhar and Smt Radharani Dhar, namely Ashoke Kumar Dhar gifted, transferred and conveyed his undivided and undermarcated 11/50 share of the said property to his son Swarup Dhar by a Deed of Gift written in Bengali cated 19 May, 2017 duly registered in the Office of the Add District Sub-Registrar, Chandannagar, Hooghly and recorded in Book No. & Volume No. 0504-2017, Pages from 33415 to 33433, Being No. 060401696 for the year 2017.

AND WHEREAS by virtue of the aforesaid Deeds, the said Anup Kumar Dhar, Arup Kumar Dhar, Swarup Dhar and Smt. Kabita Dhar, the Owners/First Party herein became the joint Owners and muted their name in L.R.R.O.R of ALL THAT piece and parcel of tank measuring 15 (Fifteen) Cottahs (Zero) Chittak 0 (Zero) Sq. ft. more or less lying and situated in R. S. Dag No. 646 under R. S. Khatian No. 412 and L. R Dag No 1030 under L. R. Khatian Nos 3125, 3126, 3127, 3888 and ALL THAT piece and parcel of Bastu land measuring 21 (Twenty One) Cottahs 3 (Three) Chittaks 18 (Eighteen) Sq. ft. more or less together with structure standing thereon lying and situated in R. S. Dag No. 647 under R. S. Khatian No. 412 and L. R. Dag No. 1029 under L. R. Khatian Nos. 3125, 3126, 3127, 3888 and ALL THAT piece and parcel of Bagan land measuring 11 (Eleven) Cottahs more or less lying and situated in R. S. Dag No. 647 under R. S. Khatian No. 412 corresponding to L. R. Dag No 1031 under L. R. Khatian Nos. 3125, 3126, 3127, 3888 all in Mouza Chandamnagar, J. L. No. 1, Touzi No. 11, Police Station Chandannagar, District Sub-Registry Office at Hooghly and Add District Sub-Registry Office at Chandannagar and in Holding No. 213, Dhar Gali, Ward No. 8 of Chandannagar Municipal Corporation in the District of Hooghly along with

other properties and the Owners/First Party herein seized and possessed the same as joint Owners thereof and are enjoying the same by payment of Govt Rent and other taxes to the appropriate authorities.

AND WHEREAS while the said Anup Kumar Dhar, Arup Kumar Dhar, Swarup Dhar and Smt. Kabita Dhar, the Owners/First Party herein enjoy and possess the Bagan land measuring 11 (Eleven) Cottahs more or less lying and situated in R. S. Dag No. 647 under R S. Khatian No. 412 and L R. Dag No 1031 under L. R. Khatian Nos. 3125, 3126, 3127, 3888 all in Mouza Chandannagar, J. L. No. 1, Police Station Chandannagar, District Sub-Registry Office at Hooghly and Addl. District Sub-Registry Office at Chandannagar and in Holding No. 213, Dhar Gali, Ward No. 8 of Chandannagar Municipal Corporation in the District of Hooghly they converted the Classification of Bagan Land into Bastu Land from the office of the Block Land & Land Reforms Officer, Singur Khalisani, Hooghly. Sri Anup Kumar Dhar converted 0.0450 acre vide case no. CN/20230619/127 corresponding to memo no. IX-2/158/SNG (KHA)/2023 dated 04/04/2023. Sri Arup Kumar Dhar converted 0.0460 acre vide case no. CN/20230619/125 corresponding to memo no. IX-2/157/SNG (KHA)/2023 dated 04/04/2023. Sri Swarup Dhar converted 0.0570 acre vide case no. CN/20230619/124 corresponding to memo no. IX-2/162/SNG (KHA)/2023 dated 04/04/2023. Smt Kabita Dhar converted 0.0310 acre vide case no. CN/20230619/126 corresponding to memo no. IX-2/159/SNG (KHA)/2023 dated 04/04/2023.

AND WHEREAS be it mentioned here prior to this agreement said Anup Kumar Dhar, Arup Kumar Dhar, Swarup Dhar and Smt. Kabita Dhar on 30/06/2022 had entered into an Development agreement with BRINDAVAN CONSTRUCTIONS (PAN AANFB4815F), a Partnership firm, having its office at P- 143, Remount Road, Kantapukur, P.O. Alipore, Kolkata 700027, under Kolkata Municipal Corporation, P.S. South Port, State of West Bengal, represents by its partners -(1)MR. AKHILESH KUMAR GUPTA (PAN ADXPG1456G)(Aadhar no 5642 9367 9481), Son of Late Som Prakash Gupta, by faith Hindu, by occupation business, Nationality Indian, residing at 8B, Alipore Road, P.O. Alipore, P.S. Alipore, Kolkata 700027, District South 24 Parganas, (2)SMT SEEMA GUPTA(PAN ADZPG8381Q)(Aadhar no 8462 0044 1680), Wife of Sri Akhilesh Kumar Gupta, by faith Hindu, by occupation business, by Nationality Indian, residing at 8/B, Alipore Road, P.O. Alipore, P.S. Alipore, Kolkata- 700027, District South 24 Parganas, (3)MR. SANJIV GUPTA(PAN AKJPG7357H)(Aadhar no 2849 6091 7613), Son of Sri Vijay Kumar Gupta, by faith Hindu, by occupation business, by Nationality Indian, residing at 1/35, Poddar Nagar, Near South City Mall, Kolkata 700068, West Bengal, and related Power of Attorney which

was registered in Additional District Sub Registrar, Chandannagar, being no. 060402743 for the year 2022 and thereafter due to some unavoidable circumstances the developer unable to proceed further for the development work of the said property and both the Owner and developer decided to cancel, revoke and nullify the said Development agreement and related Power of Attorney and ultimately on 30th January, 2024 they made a deed of Cancellation of Development agreement and related Power of Attorney which was registered in Additional District Sub Registrar, Chandannagar vide Book No. 1, Volume no. 0604-2024 Page from 9801 to 9826 being no. 060400443 for the year 2024.

AND WHEREAS the Second Party DEVELOPER has been carrying on the business of construction of Ownership flats and shopping complex in different places at Chandannagar and other places, the Vendors of the First Part herein approached the Developer of the Second Part herein for construction of the multi-storied building over the First Schedule property, the Developer of the Second Part herein by demolishing and the old building and removing the ruins there from at their own cost Developer has agreed to make the construction of the multi-storied building over that containing as many residential flats, garages or shop rooms and other units and to sell the same to its intending purchaser or purchasers

AND WHEREAS the Owners/First Party herein approached the present Developer/Second Party **TRUSTEGIC CONSTRUCTIONS** (PAN AAVFT7780R), a Partnership Firm having its Office at Premises no. 807/24, GF-BL-A/CS-1 PANCHBATI APARTMENT, J.N. Sur Road, Bagbazar, P.O. & P.S. Chandannagar, Dist. Hooghly, Pin- 712136, State of West Bengal, represented by its Partners (1) **SRI BHAWANI SHANKAR SHARMA (PAN- BMEPS3450H, AADHAR NO.- 2036 6272 7029)**, S/O- Ghanshyam Sharma, of- 10/9A, Motilal Gupta Road, Purba Barisha, South 24 Parganas, West Bengal- 700008, and (2) **CHANDAN DATTA (PAN- AHKPD7629M, AADHAR NO.- 2361 7002 7566)**, S/O- Late Sisir Kumar Datta, residing at A-303 Panchabati Apartment, Surpara, J.N.Sur Road Bagbazar, Chandannagar, P.O.& P.S. Chandannagar, District Hooghly, State: West Bengal, PIN Code: 712136 and (3) **SRI PRAVEEN KUMAR** (PAN No. AVOPK6502A& AADHAAR NO. 4976 6779 2292), son of Sri Dudu Jai Ram Singh, residing at 1/300, Housing Board, Jhunjhun, Rajasthan, 333001 herein to construct a New "BUILDING on the First Schedule mentioned property as per Plan to be sanctioned and/or approved by the Chandannagar Municipal Corporation.

AND WHEREAS the Developer/Second Party after discussion with the Owners have agreed to undertake the development work on the said plot of land as per the Plan to be sanctioned by the Chandannagar Municipal Corporation with works specification as mentioned herein below. Be it mentioned here as per the terms and conditions of the Partnership Deed of the Developer that any one Partner out of all three partners authorized to sign and execution the documents of the Firm and here one of the Partners **SRI CHANDAN DATTA (PAN-AHKPD7629M, AADHAR NO.- 2361 7002 7566)** , S/O- Late Sisir Kumar Datta, religion-Hindu, by Occupation- Business, residing at A-303 Panchabati Apartment, Surpara, J.N.Sur Road Bagbazar, Chandannagar, P.O.& P.S. Chandannagar, District Hooghly, State: West Bengal, PIN Code: 712136 authorized to sign and execution the documents.

AND WHEREAS the Owners/vendors herein considering the dilapidated condition of the existing building jointly decided to make a multi-storied building over their said premises by demolishing the old structure thereon, on obtained permission for construction of a G+4 building and started construction of multi-storied G+4 Building as per the Building Plan duly approved and sanctioned by Chandernagore Municipal Corporation over their said land comprised in Holding No. 37, J.C. Khan Road at Mouza - Mankundu, P.S.-Bhadreswar, District - Hooghly, under Ward No .1 of the said Bhadreswar Municipality, on the same by appointing a developer, having much experience in the construction of the multi-storied building at his own cost and responsibility and having full financial strength and capability.

AND WHEREAS the DEVELOPER considering the proposal of the OWNERS/VENDORS herein, accepted the offer for developing the First Schedule property for which the Vendors/Owners executed **Development Agreement Along with Development Power of Attorney** which was registered at the office of A.D.S.R- Chandannagar and therein recorded in Book no. 1, Volume No. 0604-2022, Pages from to, Being no for the year 2024. [hereinafter referred to as the **“said Development Agreement”**].

AND WHEREAS in connection with the **“said Development Agreement Along with Development Power of Attorney”**, was executed by the aforesaid Persons, namely; (1) Arup Kumar Dhar, (2) Anup Kumar Dhar, (3) Swarup Dhar and (3) Smt. Kabita Dhar, being the Owners/Vendors of the First Part herein, in favour of the Developer, being the Party of the Second Part herein, named; **“TRUSTEGIC CONSTRUCTION”**, a Partnership Firm, represented by its partners, named; (1) SRI BHAWANI SHANKAR SHARMA, (2) SRI CHANDAN DATTA and (3) SRI PRAVEEN KUMAR,

AND WHEREAS in pursuance of the said Development Agreement, after demolishing the existing Two storied dilapidated buildings, the Developer of the Second Part herein, **has started construction** of the said proposed Multi-storied Building (G+4), named;

“PRAKRITI TRUSTEGIC” on the **“Said Premises”** i.e. **ALL THAT** ALL THAT piece and parcel of tank measuring 15 (Fifteen) Cottahs 0 (Zero) Chittak 0 (Zero) Sq. ft. more or less lying and situated in R. S. Dag No. 646 under R. S. Khatian No. 412 and L. R. Dag No. 1030 under L. R. Khatian Nos. 23, 136, 356, 1072 and ALL THAT piece and parcel of Bastu land measuring 21 (Twenty One) Cottahs 3 (Three) Chittaks 18 (Eighteen) sq. ft. more or less together with structure standing thereon lying and situated in R. S. Dag No. 647 under R. S. Khatian No. 412 and L. R. Dag No. 1029 under L. R. Khatian Nos. 23, 136, 356, 1072 and ALL THAT piece and parcel of Bagan land measuring 11 (Eleven) Cottahs more or less lying and situated in R. S. Dag No. 647 under R. S. Khatian No. 412 and L. R. Dag No. 1031 under L. R. Khatian Nos. 23, 138, 356, 1072 all in Mouza Chandannagar, J. L. No. 1, Police Station Chandannagar, District Sub-Registry Office at Hooghly and Addl. District Sub-Registry Office at Chandannagar and within the local limit of Chandannagar Municipal Corporation in the District of Hooghly, (more fully described in the **FIRST SCHEDULE** hereunder written), according to the **Building Plan Vide No.** dated sanctioned and approved by the Bhadreswar Municipality and agreed specifications, which contains several Constructed Spaces and/or Flats and/or Car Parking Spaces.

AND WHEREAS the DEVELOPER herein is entitled to negotiate and to enter into Agreements with the intending Purchaser(s) for sale of Flats/ Car Parking Spaces/ Commercial Spaces of the said Multi-Storied Building and also entitled to execute Sale Deed/Deed of Conveyance relating to any Unit of the **“Said Premises”**, together with the right of receiving and appropriating the consideration money relating thereto.

AND WHEREAS the DEVELOPER herein has completed construction of the below **Second Schedule** mentioned Flat, being the subject matter of sale of this Deed.

AND WHEREAS The Purchaser/Purchasers herein, being in search of a self-contained **Residential Flat** approached and offered the DEVELOPER herein to sell them/him/her a self-contained **Flat** and the DEVELOPER herein being satisfied with the approach of the Purchaser/ Purchasers in every respect, accepted the offer of the Purchaser/ Purchasers herein, and in that view entered into an agreement with the Purchaser/Purchasers herein for sale of **ALL THAT** one self-contained Residential Flat, being No., on the Floor, of the multi-storied building construction by the Developer measuring about Carpet area Sq.Ft. i.e. super-built-up area Sq.ft. (Covered area Sq.ft) consisting of Bed Rooms, Open Kitchen cum Dining, Toilet, Varandah (hereinafter for the sake of brevity referred to and called as the **“Said Flat”** which is more fully and particularly described in the **SECOND SCHEDULE** herein below) of the said Multi-storied Building, named; **“PRAKRITI TRUSTEGIC”**, hereinafter for the sake of brevity referred to and called as the **“Said Buildings”**, lying and situated in the **“Said Premises”**, more fully and particularly described in the **FIRST SCHEDULE** herein below TOGETHERWITH rights

of enjoyment of common facilities and amenities attached thereto ALONG WITH the liability of payment of common expenses and maintenance charges thereof and observing the common restrictions as enumerated herein below **TOGETHERWITH** all easements rights attached thereto and the undivided proportionate impartible share in the Land at the said Premises attributable to the **“Said Flat”** at or for the total consideration of **Rs./-(Rupees)** only for the **“Said Flat”**.

AND WHEREAS under the terms of the said Agreement, now at the request of the Purchaser/ Purchasers herein, the DEVELOPER is executing this Sale Deed in favour of the Purchaser/ Purchasers herein, for conveying, selling and transferring the **“Said Flat”**, which is/ are more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

AND WHEREAS the PURCHASERS are satisfied that the **“Said Flat”** has been constructed in accordance with the terms of the said Agreement for sale and are satisfied with it. After registration of the Deed of Conveyance, the Purchasers cannot make any complaint or any appeal regarding their **“Said Flat”**.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of **Rs./-(Rupees)** only for the **“Said Flat”** as the consideration of sale well and truly paid by the Purchaser/ Purchasers to the Developer herein (the payment and receipt thereof the Developer hereby admits and acknowledges) and of and from the same, the Owner/Vendor and Developer doth hereby acquit, release and discharge to the Purchaser/ Purchasers the **“Said Flat”**, i.e. **ALL THAT** one self-contained Residential Flat, being No. ".....", on the Floor, of the multi-storied building construction by the Developer measuring about Carpet area Sq.Ft. i.e. super-built-up area Sq.ft. (Covered area Sq.ft) consisting of Bed Rooms, Open Kitchen cum Dining, Toilet, Varandah (which is/are more fully and particularly described in the **SECOND SCHEDULE** hereunder written) of the said Multi-storied Building, named; **“PRAKRITI TRUSTEGIC”**, lying and situated in the **“Said Premises” i.e. ALL THAT ALL THAT** ALL THAT piece and parcel of tank measuring 15 (Fifteen) Cottahs 0 (Zero) Chittak 0 (Zero) Sq. ft. more or less lying and situated in R. S. Dag No. 646 under R. S. Khatian No. 412 and L. R. Dag No. 1030 under L. R. Khatian Nos. 23, 136, 356, 1072 and ALL THAT piece and parcel of Bastu land measuring 21 (Twenty One) Cottahs 3 (Three) Chittaks 18 (Eighteen) sq. ft. more or less together with structure standing thereon lying and situated in R. S. Dag No. 647 under R. S. Khatian No. 412 and L. R. Dag No. 1029 under L. R. Khatian Nos. 23, 136, 356, 1072 and ALL THAT piece and parcel of Bagan land measuring 11 (Eleven) Cottahs more or less lying and situated in R. S. Dag No. 647 under R. S. Khatian No. 412 and L. R. Dag No 1031 under L. R. Khatian Nos. 23, 138, 356, 1072 all in Mouza Chandannagar, J. L. No. 1, Police Station Chandannagar,

District Sub-Registry Office at Hooghly and Addl. District Sub-Registry Office at Chandannagar and within the local limit of Chandannagar Municipal Corporation in the District of Hooghly, along with the undivided share or interests in the land of the said premises hereby conveyed, the Owner/Vendor and Developer hereby grant, sell, convey, transfer, assure, assign and confirm unto and to the use and benefit of the Purchaser/ Purchasers free from all encumbrances, charges, liens, attachments and dues whatsoever and will at all times keep the Purchaser/ Purchasers indemnified of and from against all forms of future claims, charges whatsoever & **ALL AND SINGULAR ALL THAT** the undivided proportionate impartible share or interests in the land of the said premises fully described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the "Land") in proportion to the **"Said Flat"** and the Owner/Vendor and Developer also hereby grant, sell, transfer, convey, assign and assure unto and to the use of the Purchaser/ Purchasers free from all encumbrances, charges and dues whatsoever **ALL AND SINGULAR** the **"Said Flat"**, which is/are more fully and particularly described in the **SECOND SCHEDULE** hereunder written, lying and situated in the **"Said Premises"**, which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written **OR HOWSOEVER OTHERWISE** the **"Said Flat"** are or is hereto before were or was situated, butted, bounded called known numbered described or distinguished **TOGETHERWITH** all benefits and advantages of ancient and other lights, ways, paths, common or other passages, drains, water courses and all manner of former and other rights liberties easements privileges profits appendages and appurtenances whatsoever to the Said Flat belonging to or in anywise appertaining or with the same or any of them or any part thereof now or at any time heretofore held and used occupied or enjoyed with their and every of their appurtenances **AND** the right of use of the Common Areas and Facilities in common with the other occupiers of their flats in the said building, more fully and particularly described in the **THIRD SCHEDULE** hereunder written **ANDTOGETHERWITH** responsibility and liability to pay the common expenses and observing the restriction as described in the **FIRST SCHEDULE** hereunder written **AND** the reversion or reversions or remainder or remainders, rents issues and profit of and in the said piece or parcel of land hereditaments and premises and every part and parcel thereof **AND** all the estate, right, title, interest, inheritance, reversion use trust possession property claim and demand whatsoever both at law and in equity of the Owner/Vendor and Developer upon the **"Said Flat"** and every part thereof **TOHAVE AND TO HOLD** the **"Said Flat"** fully described in the **SECOND SCHEDULE** hereunder, hereby granted, transferred, sold, conveyed and confirmed or expressed or intended so to be unto and to the use of the Purchaser/ Purchasers absolutely and forever free from all encumbrances, charges and dues subject only to the assessments, rates and taxes payable in respect of the same and subject to the covenants, stipulations herein contained and the Owner/Vendor and Developer doth hereby confirm and covenant with the Purchaser/ Purchasers that **NOTWITHSTANDING** any act deed or thing by the Owner/Vendor and Developer made, done or executed or knowingly suffered to the contrary, the Owner/Vendor and Developer has/have good right full power and absolute authority to grant, transfer, sale, release and

confirm the **“Said Flat”** hereby granted, sold, transferred, conveyed, released and confirmed or expressed or intended so to be unto and the use of the Purchaser/ Purchasers in the manner aforesaid **AND THAT** the Purchaser/ Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the **“Said Flat”** and each and every part thereof and receive the rents and profits thereof without any lawful eviction, interruption, claims or demands from or by the Owner/Vendor and Developer or any person or persons lawfully or equitably claiming from under or in trust for it/them **AND** that free from all encumbrances whatsoever made or suffered by the Owner/Vendor and Developer or any person or persons lawfully or equitably claiming under it/them **AND FURTHER** that the Owner/Vendor and Developer and all persons having or lawfully or equitably claiming any estate or inheritance in the **“Said Flat”** or any part thereof from or under or in trust for them the Owner/Vendor and Developer shall and will from time to time and all times hereafter at the requests and costs of the Purchaser/ Purchasers do and execute or cause to be done and executed all such further and other acts, deeds and things for further and more perfectly assuring the **“Said Flat”** and every part thereof unto and to the use of the Purchaser/ Purchasers, his/her/their heirs, administrators, legal representatives and assigns in the manner aforesaid as shall or may be reasonably required **AND** it is agreed between the parties that the Purchaser/ Purchasers shall not be entitled to claim for partition of the said undivided share of the land attributable of the **“Said Flat”** **AND** it is hereby further agreed and declared and the Owner/Vendor and Developer do hereby covenant with the Purchaser/ Purchasers that they shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser/ Purchasers produce or cause to be produced through their Agent, Attorney the original title deed or documents for the purpose of showing title to the said premises or any part thereof **AND ALSO** at the like requests and costs of the Purchaser/ Purchasers deliver or cause to be delivered unto the Purchaser/ Purchasers such attested or other copies or abstracts or extracts from the said deeds or documents as may be required And shall and will in the meantime unless prevented as aforesaid keep the said deeds safe, un obliterated and un cancelled as far as possible.

The Purchaser/ Purchasers has/ have and shall have full right and authority to sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the **“Said Flat”** and/or his/her/their possession in the **“Said Flat”** or assign, let out or part with his/her/their interests, possessions, benefit of this Deed or any part thereof, as full payment of consideration of sale has been made.

The title in respect of the **“Said Flat”** is being transferred in favour of Purchaser/ Purchasers by the instant deed just after registration of this Deed of Conveyance/Sale Deed. The Purchaser/ Purchasers shall be the absolute owner of the **“Said Flat”**, with all transferrable rights. The Owner/Vendor and Developer are liable of any dues and charges stipulated on the said property before the date of registration of this Sale Deed.

The Owners/Vendors and Developer and the Purchaser/Purchasers hereby agree and covenant as follows :-

1. The Purchaser/ Purchasers shall not under any circumstances, make construction or alterations on the Verandah/ Balconies/ Elevation and shall also not be allowed to interfere with and alter the exterior decorations and external colour scheme of the said building/premises.
2. So long as each Flat/Car Parking Space/Unit is not assessed separately or Flat Owners' Association is not formed, the Purchaser/ Purchasers will bear the proportionate **Taxes** on actual from the date of getting possession.
3. The Purchaser/ Purchasers shall pay proportionate share of common maintenance charges in respect of the **"Said Flat"** on and from the date of taking physical possession of the **"Said Flat"** on and from the date of registration of Sale Deed in respect of the **"said Flat"**, whichever is earlier.
4. Subject to obtainment of bonafide approval of the concerned competent authorities (i.e. Chandernagore Municipal Corporation), for the purpose of Residential use, the Owner/Vendor/ and Developer shall have full right to use or make further construction on top of the open roof of the said Multi-storied Buildings, named; **"PRAKRITI TRUSTEGIC"**, for residential use i.e. the Owner/Vendor/Developer shall have right of construction of additional floors for residential purpose without any objection from the Purchaser/Purchasers. The Owner/Vendor and Developer shall also have full right to sell open spaces in the said premises, as open garages or open car parking spaces and in such cases the Purchaser/ Purchasers and/or other Flat Owners of the several units in the said building shall not raise any objection or claims whatsoever regarding such construction/commercial exploitation.
5. That, the Purchaser/ Purchasers shall follow the Laws and bye Laws of the West Bengal Apartment Ownership Act, or any other laws for the time being in force, applicable in this regard and shall have to be a member of the Association/ Society/ Organization to be formed by the new Flat/Unit Owners in respect of the said premises for proper administration and management of the said Multi-storied Building, named; **"PRAKRITI TRUSTEGIC"**, with regard to the common portions and common expenses thereto.
6. The aforesaid maintenance charges of the **"Said Flat"** shall be paid by the Purchaser/ Purchasers in the hand of the Owner/Vendor/Developer till the formation of new **ASSOCIATION** consisting of the owners of the said Building.
7. To see very carefully, honestly and sincerely that no acts, deeds or conduct of the Purchaser/ Purchasers and/or his/her/their guests, relations, friends and visitors

disturb and/or causes annoyance to the other Purchasers/occupiers of the building in any way or manner.

8. Neither to carry on or permit to be carried on or use the **“Said Flat / Property”** / ‘building’ / ‘premises’ or any part thereof for any illegal or immoral purpose nor to store any obnoxious/ offensive items therein.
9. The Purchaser/ Purchasers shall be liable for payment of a proportionate share of **‘maintenance charges’** of the **“Said Flat”** & **‘Municipal Taxes’** mentioned herein positively, without making any delay, demur and default.
10. The Purchaser/ Purchasers shall be liable for payment of proportionate share of Municipal taxes, charges, levies in respect of enjoyment of his/her/their Flat and proportionate enjoyment of the common and undivided portions of the said Building and premises and for further enjoyment of civic rights thereto since the date of taking possession of his/her/their Flat /Unit or registration of Deed of Conveyance / Sale in respect of his/her/their Flat /Unit, whichever is earlier, till the same is separately mutated and assessed by the concerned Municipal authority or any other authority(s), as the case may be, in the name of the Purchaser/ Purchasers, and such proportionate rate shall be paid to the Owner/Vendor and Developer directly, without any demur, default and deduction whatsoever, immediately the same becomes due and payable, till completion of separate mutation in the office of the Municipal Authority.
11. The Purchaser/ Purchasers or any of his/her/their transferees shall permit the Owner/Vendor/Builder or the Management/ Society/ Association and its servants and agents with or without workmen or others at all reasonable times to enter into and upon his/her/their Flat and every part thereof for the purpose of maintaining or repairing any part of the building and/or cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of maintaining, repairing and testing, drains, gas and water pipes, electric wires and for any similar purpose.
12. The Purchaser/ Purchasers shall be entitled to use in common with other Purchaser/Owners of Flats in the building the common passage, common area in the ground floor and other parts/portions of the building at the said Premises as described in the **THIRD SCHEDULE** hereunder.
13. The Purchaser/ Purchasers shall be entitled to sell, transfer, assign, dispose of let out or part with possession of the said Flat without any objection whatsoever of the Owner/Vendor and Developer and/or the co-owners of the other flats and the Purchaser/ Purchasers shall use the said Flat for residential purpose only.
14. Subject to the provisions contained in this Deed and subject to the provisions of law for the time being in force the Purchaser/ Purchasers shall be entitled to exclusive ownership, possession and enjoyment of the said Flat together with all the benefits,

rights and facilities and amenities as herein provided and the said Flat hereby conveyed to the Purchaser/ Purchasers shall be heritable and transferable as other immovable properties save and subject to the extent elsewhere herein contained.

15. The Purchaser/ Purchasers shall apply for and have the said Flat separately assessed for the purpose of assessment of Municipal property taxes and shall also apply for and obtain mutation in his/her/their names as owner of the said Flat in the said records.
16. The Purchaser/ Purchasers shall have the right with or without workmen and necessary material of the Purchaser/ Purchasers to enter from time to time upon the other flats/portions of the building for the purpose of repairing so far as may be necessary with such pipes, drains, wires and conduits and for the purposes of repairing or cleaning any part or portion of the said Flat in the said building in so far as such or repairing or cleaning as aforesaid which cannot be reasonably carried out without such entry.
17. The Purchaser/ Purchasers shall have the right of paths and passages in all the common portions for the electricity, water in the building through pipes, drains, wires and conduits line or being in under through or over the said building and the said land/premises as far as they may be reasonably necessary for the beneficial occupation of the areas of the co-owners for all purposes whatsoever.
18. The Purchaser/ Purchasers shall have the right to access in common with co-owners of the building at all times and for all normal domestic purposes connected with the use and enjoyment of the said Flat at the said Premises.
19. The Purchaser/ Purchasers shall not carry any obnoxious, offensive, illegal or immoral activity in the **“Said Flat”** and shall not cause any nuisance or annoyance to the Co-Purchaser/Owners and/or occupants of the other portions of the building and/or to the occupants of the building in the neighborhood.
20. The Purchaser/ Purchasers shall pay and discharge regularly and punctually all taxes, impositions, common expenses and all other out goings in connection with the **“Said Flat”** wholly and in particular common portions proportionately.
21. The Purchaser/ Purchasers shall remain liable and duty bound to pay Service Tax and/or GST to the Owner/Vendor/Developer herein in relation to the **“Said Flat”** according to applicable rates as per laws, rules and regulations.

THE FIRST SCHEDULE ABOVE REFERRED TO
(“Said Premises”)
(THE LAND & BUILDING)

ALL THAT piece and parcel of tank measuring **15 (Fifteen) Cottahs** more or less and Bastu land measuring **32 (Thirty Two) Cottahs 3 (Three) Chittaks 18 (Eighteen)** sq. ft. more or less together under all in **Mouza- Chandannagar, Sheet No. 9**, J. L. No. 1, Police Station Chandannagar, District Sub-Registry Office at Hooghly and Addl. District Sub-Registry Office at Chandannagar in **Dhar Gali** under Holding no. 213, ward no 8, within the local limit of Chandannagar Municipal Corporation in the District of Hooghly.

SL No.	Classification of Land	R.S. Khatian No.	R.S. Dag No.	L.R. Khatian No.	L.R. Dag No.	Area with structure
1.	Tank	412	646	3125,3126, 3127,3888	1030	15 Cottah
2.	Bastu	412	647	3125,3126, 3127,3888	1029	21 Cottah 3 Chittaks18 Sq.ft
3.	Bastu	412	647	3125,3126, 3127,3888	1031	11 Cottah more or less.

The said property is butted and bounded in the following manner:
On the North: Bye Lane
On the South: Play Ground
On the East: By the Property of Alok Dhar, Sourav Saha & Sankar Das.
On the West: By the Property of Bijoy Chand Pal & Madhab Pal

THE SECOND SCHEDULE ABOVE REFERRED TO
(“Said Flat”)

ALL THAT one self-contained Residential Flat, being No. ".....", measuring about Carpet area Sq.Ft. i.e. super-built-up area Sq.ft. (Covered area Sq.ft) having **Marbles Flooring**, consisting of Bed Rooms, Open Kitchen cum Dining, Toilet, Varandah, on the **Floor** of the said Multi-storied Building, named; **“PRAKRITI TRUSTEGIC”**, located on the above FIRST SCHEDULE mentioned Land **ALONGWITH** rights of enjoyment of Common Areas and Facilities attached thereto **TOGETHERWITH** the liability of payment of common expenses and maintenance charges thereof and observing the common restrictions as enumerated herein below **ALSO TOGETHERWITH** all easements rights attached thereto and undivided proportionate impartible share of the land.

The **“Said Flat”** is butted and bounded as follows: -
ON THE NORTH :
ON THE SOUTH :
ON THE EAST :

ON THE WEST :

The aforesaid Flat area is shown in **RED** Border Lines in the Map/Plan attached hereto, being indivisible part of this Deed.

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

The common areas and facilities to be enjoyed by the Purchaser(s) along with other flat/unit owners shall include:

- 1. The foundations, columns, girders, beams, supporting main walls, corridors, ultimate roof of the building for maintenance of water reservoir and installation of T.V. Antena etc., stairs, staircase and landings, entrance and exit through the main gate of the building.
- 2. Drainage and water sewerage lines, drains & sewers from the building to the Municipal Conduits, evacuation pipes from the flats to drains and sewers common to the building and other installations for the same, septic tank, soak pit and water supply, water motor and water pump set, water motor and pump set room, over head water tank and distribution pipes to different flats/units together with all common plumbing installations of or carriage of water along with such other common passages and parts, areas, equipments installations, fittings, fixtures, electric wiring for common portions, lift shaft and spaces in or about, the land and the building, general lighting of the Common portions, electrical wiring (concealed/ open) from ground floor to the flats/units respectively and switches of electric points, boundary walls, gate to such wall in the said Premises, open spaces, paths in or around the building as are necessary for passage to and/or user of the units in common by the Co-owners.
- 3. Such other common parts/ portions/ facilities whatsoever required or necessary for the establishment, location, convenient use & enjoyment, provisions, maintenance and/or management of the building and/or flats/units spaces and/or common facilities or any of them as the case may be.
- 4. Common Toilet.
- 5. Lift.

THE FIRST SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES & RESTRICTIONS)

1. The Purchaser(s) shall along with the owners and occupiers of other flats/units, form an Association for the purpose of entire administration and management of the said building/said premises and shall bear and pay proportionately for the following:-
 - i. The expenses of maintaining, repairing, re-decorating of the main structure of the building and in particular the gutter, rain water pipes and electric wires under or upon the building and to be enjoyed or used in common with the occupiers, Purchasers, of other flats/units and the main entrance, passages, landings and stair case of the building as to be enjoyed in common with the occupiers/Purchasers of the other flats and/or spaces and/or units in the said building.
 - ii. The costs of repairing, maintaining, cleaning and lighting the passages, landings, stair cases, lift and common toilet etc. and other common parts of the buildings.
 - iii. The salaries of Jamadars, Care-takers, Darwans, Officers, Clerks, Collectors, Chowkidars, Sweepers, Electricians, Plumbers and other employees.
 - iv. The costs of working and maintenance of water pump, common lights and services.
 - v. Insurance of the building, if any, against earth-quake, fire, mob violence, riot and other natural calamities.
 - vi. All expenses relating to common services with common areas and facilities.
 - vii. Such other expenses as are necessary or incidental to the maintenance and proper preservation of the premises/building named; **“PRAKRITI TRUSTEGIC”,**
2. The Purchaser(s) shall not:
 - i) decorate or cause to be decorated the exterior of his/her/their flat/unit in any manner of fixture, of any design other than the approved design by the majority of the owners of other flats/ units or disturb the colour matching or any other decoration.
 - ii) make in his/her/their flat/unit any structural/additions alteration and/or modification of permanent nature.
 - iii) throw dirt, rubbish, rugs, night soil or other refuse or permit or allow the same to be accumulated in his/her/their flat/unit or kept in the compound or any portion of the said building except in the place provided there for.

- iv) do or cause to be done any act or thing which may prevent the owners and/or occupiers of other flats/units of the building from peaceful enjoyment of their respective flats/units.
- v) demolish or cause to or allow to be demolished his/her/their flat/unit or any part thereof.
- vi) keep or store any goods or article on the stairs or passage or in any way obstruct the use and enjoyment of the stairs and passages by the owners and occupiers of the other flats/units and apartments of the said building.
- vii) allow his/her/their servants and/or agents to stay in the lobby or passages of the building.

IN WITNESSES WHEREOF the parties hereto have set their respective hands on the day, month and year mentioned herein above in presence of the following witnesses:

SIGNED SEALED AND DELIVERED
by **the Vendor/Developer/Purchaser**
herein at Chandannagar.

.....
Signature of the Vendors,

.....
Signature of the Partners, namely; ;

.....
Signature of the PURCHASER

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser(s) the within mentioned sum of **Rs.**
.....(**Rupees**)
only towards full and final payment of the
Consideration of Sale of the **“Said Flat”** described in the **SECOND SCHEDULE** above, as
per Memo below.

=====

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Witnesses:

.....
Signature of the Partner, namely; ; **Sri Chandan Datta** of the
Developer Partnership Firm, named; **“TRUSTEGIC**
CONSTRUCTION”