

DEED OF CONVEYANCE

1. **Date:**

2. **Place: Kolkata**

3. **Parties:**

3.1 **GITA RANI PAUL [PAN: CCHXPP4569H] & [AADHAAR NO. 359307833508], [D.O.B.] & [MOBILE NO.]**,

wife of Late Mukul Krishna Paul, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at FC-17, Narayantala West, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

3.1.1 **NAMITA KUNDU [PAN: CXEPK2265A] & [AADHAAR NO. 955982766176], [D.O.B.] & [MOBILE NO.]**, wife of Prasun

Kumar Kundu, daughter of Late Mukul Krishna Paul, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at P-56, C.I.T. Road, Scheme VIM, P.O. Kankurgachi, P.S. Manicktaal, Kolkata - 700054, District South 24 Parganas, West Bengal.

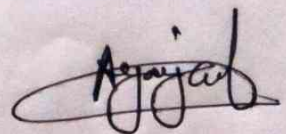
3.1.2 **KABITA PAUL [PAN: AKHPP1220E] & [AADHAAR NO. 512887652291], [D.O.B.] & [MOBILE NO.]**, wife of Swapan

Kumar Paul, daughter of Late Mukul Krishna Paul, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at 1, N.G.Basak Road, P.O. Mall Road, P.S. Dum Dum, Kolkata - 700080, District North 24 Parganas, West Bengal.

3.1.3 **ARPITA MULLICK [PAN: ALYPM4507D] & [AADHAAR NO. 832133562359], [D.O.B.] & [MOBILE NO.]**,

wife of Robi Sankar Mullick, daughter of Late Mukul Krishna Paul, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at 2R6/3, Phase -2, Sector - 3, Salt Lake, P.O. Purbachal, P.S. Bidhannagar, Kolkata - 700097, District North 24 Parganas, West Bengal.

3.1.4 **RATNA SARKAR [PAN: AQIPS4719E] & [AADHAAR NO. 522420086405], [D.O.B.] & [MOBILE NO.]**, wife of Asutosh



Sarkar, daughter of Late Sachindra Nath Kar, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at CB-15/1, Rail Pukur Road, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

3.1.5 **JHARNA GUHA [PAN: BEAPG9113H] & [AADHAAR NO. 327553072135], [D.O.B.] & [MOBILE NO.],** wife of Late Kanchan Guha, daughter of Late Sachindra Nath Kar, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing 4/14, Fern Road, P.O. & P.S. Ballygunge, Kolkata - 700019, District South 24 Parganas, West Bengal.

3.1.6 **PRABIR KUMAR KAR [PAN: AUJPK6477C] & [AADHAAR NO. 219087520682], [D.O.B.] & [MOBILE NO.],** son of Late Sachindra Nath Kar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at DC-86, Narayantala [West], P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

3.1.7 **ASHIS KUMAR KAR [PAN: AFTPK2871D] & [AADHAAR NO. 714133649258], [D.O.B.] & [MOBILE NO.],** son of Late Sachindra Nath Kar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at FC-18, Narayantala [West], P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

The said (1) Gita Rani Paul, (2) Namita Kundu, (3) Kabita Paul, (4) Arpita Mullick, (5) Ratna Sarkar, (6) Jharna Guha, (7) Prabir Kumar Kar & (8) Ashis Kumar Kar, Landowners herein, jointly represented by their constituted attorney, **AJAY GHOSH [PAN. ANHPG0136D] & [AADHAAR NO. 720200291452],** son of Lakshmi Narayan Ghosh, residing at DC-104, Narayantala [West], P.O. Desh Bandhu Nagar, P.S. Baguiati, Kolkata - 700059, District - North 24 Parganas, West Bengal, Developer herein, by executing two Registered Development Power of Attorney After Two Registered Development Agreements, which were registered on 18.12.2019 & 10.01.2020, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in (1) Book No. I, Volume No. 1523-2019, being Deed No. 152315272 for the year 2019 & (2) Book No. I, Volume No. 1523-2017, being Deed No. 152300213 for the year 2020.

Hereinafter jointly and collectively called and referred to as the **"LANDOWNERS/VENDORS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

- 3.2 [PAN.], [AADHAAR NO.] & [MOBILE NO.],
 son/wife/daughter of, by faith -
, by occupation -, by nationality - Indian, residing at
, P.O.
, P.S., District -, Pin -
, State -

Hereinafter called and referred to as the **"PURCHASER"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

- 3.3 **AJAY GHOSH [PAN. ANHPG0136D] & [AADHAAR NO. 720200291452],**
 son of Lakshmi Narayan Ghosh, residing at DC-104, Narayantala [West],
 P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District - North 24
 Parganas, West Bengal.

Hereinafter called and referred to as the **"DEVELOPER/CONFIRMING PARTY"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchaser/s and the Developer/Confirming Party collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance:**

4.1 **Transfer of Said Flat & Appurtenances:**

- 4.1.1 **Said Flat/Said Property : ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the **Floor, Side**, measuring **Square Feet be the same a little more or less of super built up area**, lying and situated in the building namely **"SUNITA ABASAN"**, morefully described in the Second Schedule hereunder written, lying and situated on the amalgamated plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said said property, lying in the said building/complex **[SOLD PROPERTY/SAID PROPERTY]**.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS:**

- 5.1 **Representations and Warranties Regarding Title:** The Landowners/Vendors and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

- 5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) GITA RANI PAUL, (2) NAMITA KUNDU, (3) KABITA PAUL, (4) ARPITA MULLICK, (5) RATNA SARKAR, (6) JHARNA GUHA, (7) PRABIR KUMAR KAR & (8) ASHIS KUMAR KAR LANDOWNERS HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS UNDER:**

5.1.1.1

- 5.1.2 **REGISTERED DEVELOPMENT AGREEMENTS EXECUTED IN BETWEEN THE PRESENT LANDOWNERS AND THE DEVELOPER:**

- 5.1.2.1 The said (1) Gita Rani Paul, (2) Namita Kundu, (3) Kabita Paul, (4) Arpita Mullick, (5) Ratna Sarkar, (6) Jharna Guha, (7) Prabir Kumar Kar & (8) Ashis

Kumar Kar, Landowners herein, entered into two separate Registered Development Agreements with one AJAY GHOSH, developer herein in respect of their total plot of land mentioned therein. The said Development Agreements were registered on 18.12.2019 & 10.01.2020, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in (1) Book No. I, Volume No. 1523-2019, being Deed No. 152315260 for the year 2019 & (2) Book No. I, Volume No. 1523-2017, being Deed No. 152300198 for the year 2020.

5.1.3 **REGISTERED POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT EXECUTED BY THE PRESENT OWNERS IN FAVOUR OF THE SAID DEVELOPER:**

5.1.3.1 The said (1) Gita Rani Paul, (2) Namita Kundu, (3) Kabita Paul, (4) Arpita Mullick, (5) Ratna Sarkar, (6) Jharna Guha, (7) Prabir Kumar Kar & (8) Ashis Kumar Kar, Landowners herein separately executed two Registered Power of Attorney, appointing the said AJAY GHOSH, as their constituted attorney. The said Power of Attorney were registered on 18.12.2019 & 10.01.2020, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in (1) Book No. I, Volume No. 1523-2019, being Deed No. 152315272 for the year 2019 & (2) Book No. I, Volume No. 1523-2017, being Deed No. 152300213 for the year 2020.

5.1.4 **AMALGAMATION, SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING:**

5.1.4.1 **Deed of Amalgamation :** The Landowners herein amalgamated their respective plot of land into one single plot, and the said amalgamated plot of land is morefully described in the First Schedule hereunder written, by executing a Deed of Amalgamation on 04.06.2020, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2020, being Deed No. 152303521 for the year 2020.

5.1.4.2 **Sanction of Building Plan:** The said AJAY GHOSH, Developer herein, as constituted attorney of all the relevant owners, sanctioned a building plan on the said plot of land, from the concerned authority, vide Sanctioned Building Plan No. BMC/BPN/RG/516/252/19-20 dated 28.09.2020.

5.1.4.3 **Construction of Building:** The said AJAY GHOSH, Developer herein, is constructing G+3 storied buildings namely "**SUNITA ABASAN**", on the said amalgamated plot of land in accordance with a sanctioned a building plan from the concerned authority, which is morefully described in the First Schedule hereunder written.

5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION:**

5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer's Allocation**
: The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself/herself in regards thereto and approached to the said JMT Construction, Developer herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No.** '.....', on the **Floor**, **Side**, measuring **Square Feet be the same a little more or less of super built up area**, lying and situated in the said building namely "**SUNITA ABASAN**", morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building from Developer's Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

5.1.5.2 **Acceptance by Developer:** The said JMT Construction, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

- 5.1.5.3 **Consideration:** The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** only, subsequently the Purchasers herein already paid the same to the said JMT Construction, Developer/Confirming Party herein as per memo attached herewith.

5.1.6 **LAND SHARE & SHARE IN COMMON PORTIONS:**

- 5.1.6.1 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

- 5.1.6.2 **Share in Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES:** The Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

- 6.1 **No Acquisition/Requisition:** The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building/complex is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

- 6.1.1 **No Encumbrance:** The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of

easeement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

- 6.1.2 **Right, Power and Authority to Sell:** The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.
- 6.1.3 **No Dues:** No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowners/Vendors and the Developer/Confirming Party herein.
- 6.1.4 **No Mortgage:** No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat or any part thereof.
- 6.1.5 **No Personal Guarantee:** The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.6 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING:**

- 7.1 **Agreement to Sell and Purchase:** The Purchaser/s herein has/have approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat/Said Property from the Developer/Confirming Party and Landowners/Vendors herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat/said property on

8. **TRANSFER:**

8.1 **Hereby Made:** The Developer/Confirming Party and Landowners/Vendors hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building/complex, described and referred in the Part-II of the Third Schedule hereinafter written.

8.1.1 **Consideration:** The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees)** only paid by the Purchasers to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

9. **TERMS OF TRANSFER:**

9.1 **Salient Terms:** The transfer being effected by this Conveyance is:

9.1.1 **Sale:** A sale within the meaning of the Transfer of Property Act, 1882.

9.1.2 **Absolute:** Absolute, irreversible and perpetual.

9.1.3 **Free from Encumbrances:** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

9.2 **SUBJECT TO:** The transfer being effected by this Conveyance is subject to:

9.2.1 **Indemnification:** Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the

representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.

- 9.2.2 **Transfer of Property Act:** All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 9.2.3 **Delivery of Possession:** Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 9.2.4 **Outgoings:** All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession:** The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.
- 9.2.6 **No Objection to Mutation:** The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The

Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

- 9.2.7 **Further Acts:** The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Landowners/Vendors and Developer/Confirming Party and/or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Total Plot of Land]

ALL THAT piece and parcel of Bastu land measuring **6 (Six) Cottahs 14 (Fourteen) Chittacks 34 (Thirty Four) sq.ft. more or less, TOGETHER WITH** two separate structures measuring about **500 (Five Hundred) sq.ft. more or less and 300 (Three Hundred) sq.ft. more or less**, respectively, **Floor Type : Cemented**, lying and situated at **Mouza - KRISHNAPUR**, J.L. No.17, Re.Sa. No. 113, Touzi No. 181, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, comprised in C.S. Dag Nos. 3041 & 3034, corresponding to R.S. Dag Nos. 31 & 793, corresponding to revised **R.S. Dag No. 31/ 793**, appertaining to Jamindari Khatain No. 2/1, corresponding to C.S. Khatian No. 1097, corresponding to **R.S. Khatian No. 1292**, formerly A.D.S.R.O. Bidhannagar, Salt Lake City, presently A.D.S.R.O. Rajarhat, New Town, previously within the local limit of Rajarhat Gopalpur municipality, Ward No. 20, thereafter 26, presently within the local limit of Bidhannagar Municipal Corporation, in **Ward No. 17**, having Municipal **Holding Nos. 103, Circle No. FC and R.G.M./20/1148, having Premises Nos. FC-17, Baguiati Dwibhuj, Narayantala West, FC-88, Dwibhuj, Ghosh Para (old), Narayantala West (new)**, P.O. Deshbandhu Nagar, Kolkata - 700059, in the District North 24 Parganas, in the State of West Bengal. The said total plot of land is butted and bounded as follows:

ON THE NORTH : Property of Sudha Rani Kar.
ON THE SOUTH : 12' ft Wide Common Passage.
ON THE EAST : Property of Lilarani Kar & 6' ft Wide Common Passage
& property of Ashis Kumar Kar.

ON THE WEST : Property Nirmal Chakraborty & property of Netai Basak .

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of Flat]

[Sold Property/Said Property]

ALL THAT piece and parcel of one independent and complete Tiles flooring residential flat, being **Flat No. '.....'**, on the **Floor, Side**, measuring **Square Feet be the same a little more or less of super built up area**, consisting Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, lying and situated in the said building namely **"SUNITA ABASAN"**, lying and situated at **Mouza - KRISHNAPUR**, J.L. No.17, Re.Sa. No. 113, Touzi No. 181, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, comprised in C.S. Dag Nos. 3041 & 3034, corresponding to R.S. Dag Nos. 31 & 793, corresponding to revised **R.S. Dag No. 31/ 793**, appertaining to Jamindari Khatain No. 2/1, corresponding to C.S. Khatian No. 1097, corresponding to **R.S. Khatian No. 1292**, formerly A.D.S.R.O. Bidhannagar, Salt Lake City, presently A.D.S.R.O. Rajarhat, New Town, previously within the local limit of Rajarhat Gopalpur municipality, Ward No. 20, thereafter 26, presently within the local limit of Bidhannagar Municipal Corporation, in **Ward No. 17**, having Municipal **Holding Nos. 103, Circle No. FC and R.G.M./20/1148**, having **Premises Nos. FC-17, Baguiati Dwibhuj, Narayantala West, FC-88, Dwibhuj, Ghosh Para (old), Narayantala West (new)**, P.O. Deshbandhu Nagar, Kolkata - 700059, in the District North 24 Parganas, in the State of West Bengal, lying and situated on the total plot of land, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property, lying in the said building.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartiable share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Common Areas & Amenities]

Building Level:

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters.
- :: Elevators and allied machinery in the Said Building.
- :: Ultimate roof of the building will be treated as common space.

THE FIFTH SCHEDULE ABOVE REFERRED TO
[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building/complex.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building/complex.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building/complex.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building/complex.

6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building/complex].
7. Insurance : Insurance of the building/complex against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building/complex.
9. Rates and Taxes : Panchayet Tax, Surcharge, Water Tax and other levies in respect of the said building/complex save those separately assessed on the buyer/s.
10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building/complex.

THE SIXTH SCHEDULE ABOVE REFERRED TO
[Rights and obligations of the purchasers]

Absolute User Right :

The purchasers shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat owners of the building complex :

1. The common areas and amenities as described in the Fourth & Fifth Schedule herein before.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said property including all boundaries and/or load bearing or dividing and/or separating and/or

supporting walls, the purchasers shall have to maintain the floor of the said property, so that it may not cause leakage or slippage to the floor underneath.

3. Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchasers shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchasers shall restore forthwith such dug up holes or excavations at their own costs and expenses.
4. Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. Mutating their names as owners of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
6. Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the said property described in schedule in any manner, so as to effect the vendors/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.
7. Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.

Obligations :

1. The purchasers shall not store any inflammable and/or combustible articles in the said property, but excluding items used in kitchen and personal purpose.
2. The purchasers shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building complex.

The purchasers shall not make any additions and alterations in the said property, whereby the main building/complex may be damaged, but the purchasers shall be entitled to erect wooden partition in the said flat for the purpose of their family requirement.

4. The purchasers shall also pay their proportionate share for insurance of the building/complex for earthquake, fire, mob, violence and commotion alongwith maintenance charges as decided by the members of the Society with all required proposal and consent.
5. Not to make any objection for fixation of hoardings, banners, dish antennas, mobile towers in the part of the ultimate roof of the building/complex by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building/complex.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building/complex or premises.
2. The right in common with the other purchasers to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit and/or parts and/or common areas.
3. The right of protection for other parts of the building/complex by all parts of the unit as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building/complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchasers shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations regarding management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchasers fulfilling their obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchasers shall co-operate with the vendors/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building/complex.

2. Upon formation of the Association/Society, the vendors/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchasers or otherwise after adjusting all amounts his/her remaining due and payable by the purchasers and the amounts so transferred henceforth be so held the Association/Society under the account of purchasers for the purpose of such deposit.
3. The Association/Society upon its formation and the co-owners shall, however, remain liable to indemnify and keep indemnified the vendors/developer for all liabilities due to non-fulfilment of his/her respective obligations by the co-owners and/or the Association/Society.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

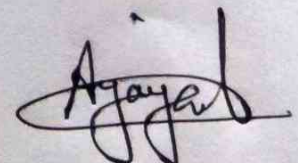
In presence of:

1.

Ajay Ghosh
As Constituted Attorney of
(1) Gita Rani Paul,
(2) Namita Kundu,
(3) Kabita Paul,
(4) Arpita Mullick,
(5) Ratna Sarkar,
(6) Jharna Guha,
(7) Prabir Kumar Kar &
(8) Ashis Kumar Kar
Landowners/Vendors

.....
Purchaser

Ajay Ghosh
Developer/Confirming Party



MEMO OF CONSIDERATION

Received with thanks from the above named purchaser, a sum of **Rs.....**
(Rupees) only towards the total
 consideration of the said flat, which is morefully described in the Second Schedule
 hereinabove written, together with undivided proportionate share of land morefully
 mentioned in the First Schedule hereinbefore written as per money receipts given to
 the purchaser.

<u>Mode of Payment</u>	<u>Date</u>	<u>Bank's Name</u>	<u>Amount</u>
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Witnesses :

1.

Ajay Ghosh
Developer/Confirming Party

