

DEED OF CONVEYANCE

1. **Date** : Day of February, 2024.
2. **Place** : Kolkata.
3. **Parties** :

3.1 SMT. KALPANA CHATTERJEE (PAN-ACHPC0164A), (AADHAR NO.), wife of Late Balai Lal Chatterjee, by Faith-Hindu, by Occupation -Housewife, by Nationality-Indian, residing at Dhalua West, P.O-Dhalua via Panchpota, P.S.-Narendrapur, Kolkata-700152, District-South 24 Parganas, West Bengal, hereinafter jointly called the **OWNER/LANDLORD** (which expression shall unless otherwise repugnant to the context be deemed to mean and include her heirs, executors, representatives, administrators and / or assigns) of the **FIRST PART.**

AND

"M/S. SPACE BUILD", a Partnership Firm (PAN-ACUFS5106K), having its registered office at P-9, Srinagar, P.O.-Panchasayar, P.S.-Sonarpur Present Narendrapur, Kolkata-700094, District-South 24 Parganas, West Bengal, VIDE MR. No. 422064, dated 12.06.2015 within the limits of Rajpur-Sonarpur Municipality, ward No.1 represented by its Partners namely 1) **SRI SOUMENDU NAHA (PAN-ACYPN3362J), (AADHAR NO.),** son of Sri Bibhu Ranjan Naha, by faith-Hindu, by Occupation -Business, by Nationality-Indian, residing at P-9, Srinagar, P.O.-Panchasayar, P.S.-Sonarpur, Kolkata-700094, District-South 24 Parganas, West Bengal & 2) **SRI NIKHILESII SAHA (PAN-AIBPS6091C), (AADHAR NO.),** son of Nimai Chandra Saha, by faith-Hindu, by Occupation -Business, by Nationality-Indian, residing at D-32, Purbasha Nayabad Avenue, P.O. & P.S- Panchasayar, Kolkata-700094, District-South 24 Parganas, West Bengal, hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to men and include its respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

..... (PAN-.....), (Aadhaar No.), daughter of, by faith-....., by occupation-, residing at, P.S-....., Kolkata-700145, West Bengal hereinafter jointly called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

DEFINITIONS:

For the Purpose of this Agreement for sale, unless the context otherwise requires-

- A) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017).
- B) "Appropriate Government" means the State Government.
- C) "Rules" means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017.
- D) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- E) "Section" means a Section of the Act.

SUBJECT MATTER OF THE AGREEMENT FOR SALE

ALL THAT piece and parcel of self-contained residential Flat, Being Flat No..... on the, of the G+III storied building named as "AARYA APARTMENT", having Carpet area Sq.Ft. i.e super built up area Sq. Ft., Consisting Bed Rooms, Dining, Kitchen, Toilet & Balcony, together with un-divided proportioned share of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarpur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas.

BACKGROUND OF THE PROPERTY:

WHEREAS one Gopal Krishna Naskar, Jiban Krishna Naskar & others were the original recorded owner of ALL THAT piece and parcel of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226 under R.S. Khatian No.116, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas together with other landed property stated therein the ROR.

AND WHEREAS said Gopal Krishna Naskar died intestate leaving behind his one son Hemanta Kumar Naskar out of his other sons and daughters who were sized and possessed by inheritance of the property of said Gopal Krishna Naskar.

AND WHEREAS said Jiban Krishna Naskar, the junior brother of said Gopal Krishna Naskar on 13.01.1975 made and executed a gift deed in respect of ALL THAT piece and parcel of Bastu Land measuring an area 03 Kathas, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226 under R.S. Khatian No.116, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas in favour of said Hemanta Kumar Naskar, son Gopal Krishna Naskar, which has been registered at the office of the S.R.-Baruipur, recorded in Book No. I, Volume No. 2, Pages :- 200-204, being deed No. 109 for the year 1975.

AND WHEREAS said Hemanta Kumar Naskar by virtue of aforesaid gift deed and by virtue of inheritance became the owner of land measuring an area 03 Katha 08 Chittack, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226 under R.S. Khatian No.116, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas.

AND WHEREAS said Hemanta Kumar Naskar on 17.01.1983 sold, transferred and conveyed of land measuring an area 03 Katha 08 Chittack, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226 under R.S. Khatian No.116, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas to one Kalpana Chatterjee, which has been registered at the office of the A.D.S.R.-Sonarpur, recorded in Book No. I, Volume No. 4, Pages :- 97-103, being deed No. 155 for the year 1983.

AND WHEREAS said Kalpana Chatterjee mutated her name before the BL&LRO as well as RSM and became the sole and absolute owner of ALL THAT piece and parcel of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarpur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia

in the District South 24 Parganas and on 11.11.2022 enter into a development agreement with "M/S. SPACE BUILD", being No.13330 for the year 2022 and also was conferred a registered GPOA, being No. 14983 for the year 2022 in favour of the developer.

AND WHEREAS said developer as per sanction building plan, being No. SWS-OBPAS/2207/2023/2314 dated 18.12.2023 from RSM started construction work upon ALL THAT piece and parcel of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarpur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas.

AND WHEREAS the said owner & developer jointly declared to sell of ----- allocation i.e ALL THAT piece and parcel of self-contained residential Flat, Being Flat No..... on the, of the G+III storied building named as "AARYA APARTMENT", having Carpet area Sq.Ft. i.e super built up area Sq. Ft., Consisting Bed Rooms, Dining, Kitchen, Toilet & Balcony, together with un-divided proportioned share of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarpur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas at or for the consideration of Rs./- & the above purchaser has agree to purchase the said flat on the said consideration.

WHEREAS:

A. In this Indenture unless it be contrary or repugnant to the context the following words shall have the following meanings :

- i. **PREMISES** shall mean ALL THAT piece and parcel of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag

No.237 under R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarpur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas, morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and wherever the context so permits or intends shall include the Building thereon.

- ii. **BUILDING** shall mean building constructed by the Developer at the said premises in accordance with the sanction building, being No. SWS-OBPAS/2207/2023/2314 dated 18.12.2023.
- iii. **CO-OWNER** according to the context shall mean, all the buyers/OWNER of the residential flat or flats who from time to time have purchased or agreed to have purchased and taken possession of any residential flat including the Developer for those Flats not so alienated or so agreed to be alienated by the Developer.
- iv. **FLAT SPACE** shall mean space for Flat, Being ALL THAT piece and parcel of self-contained residential Flat, Being Flat No..... on the, of the G+III storied building named as "AARYA APARTMENT", having Carpet area Sq.Ft. i.e super built up area Sq. Ft., Consisting Bed Rooms, Dining, Kitchen, Toilet & Balcony, together with un-divided proportioned share of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarpur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas in the premises and particularly mentioned and described in the SECOND SCHEDULE hereunder written.
- v. **SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible variable share in the land comprised in the said premises attributable to the said Flat including super build up area.
- vi. **DEVELOPMENT AGREEMENT** shall mean the Agreement, being No.13330/2022 dated 11.11.2022 entered into by and between the said Land OWNER therein referred to as the

Owner of the One Part and the Developer herein therein referred to as the Developer of the Other Part relating to the development of the entire project of construction of multi storied building and sale of his respective allocation in the said Property by Developer in favour of the intended PURCHASER and/or his nominee or nominees with the express consent of the Land OWNER and/or by virtue of the said Registered Power of Attorney by the Developer himself lawfully.

- Vii. **PLAN** shall mean the plan for construction of the building sanctioned by the RAJPUR-SONARPUR MUNICIPALITY being Building Sanction Plan No. SWS-OBPAS/2207/2023/2314 dated 18.12.2023 and shall also include modifications thereof and/or alterations thereto as may be made by the Developer with the approval of the Engineer, without prejudice to the flat under sale agreement of the PURCHASER hereto;
- viii. Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.
- ix. Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.
- B. By the Development Agreement, the said Land OWNER herein agreed to sell and transfer flats in the said land to the Developer or its nominees and also permitted and granted exclusive right to the Developer to build construct erect and complete the new building at the said Premises for the consideration and on the terms and conditions therein contained.
- C. Under the said Development Agreement it is agreed and understood by and between the said Land OWNER and the Developer, inter alia, as follows:
 - (i) The Developer shall at its own costs and expenses construct the Building at the Premises in accordance with the said Plan including the owner's allocation/ area;
 - (ii) **OWNER'S ALLOCATION/AREA** shall mean OWNER get 700 Sq.Ft. Flat on the First Floor Back Side, 700 Sq.Ft. Flat on the Second Floor Back Side and non-refundable 35 Lakhs which has been mentioned in the said development agreement including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises.

- (iii) **DEVELOPER'S ALLOCATION/AREA** shall mean the remaining portion of the constructed area in the building as per sanction Plan No. SWS-OBPAS/2207/2023/2314 dated 18.12.2023 of RAJPUR-SONARPUR MUNICIPALITY and together with the undivided proportionate share and interest in the land underneath the said constructed area and all other common areas and facilities and amenities attached thereto, to belong exclusively and absolutely to the Developer with liberty to deal with and dispose of the same at their discretion.
- (iv) The Land OWNER will themselves or through their constituted attorney execute the several Deed or Deeds of Conveyance in respect of the proportionate undivided shares in the land comprised in the said premises attributable to the flats and other constructed areas in the Building unto and in favour of the Developer and/or his nominee or nominees and all amounts/consideration receivable against the sale and transfer of the flats, Flat spaces and/or rights and all other constructed areas in Building and the premises (which include inter alia the proportionate share in the land comprised in the said premises attributable thereto) would be exclusively received by and to the account of the Developer and the Land OWNER would have no concern therewith;
- D. The PURCHASER being desirous of owning ALL THAT the said Flat morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder written in the Building out of the Developers' allocation, approached the Developer to sell and transfer the same to the PURCHASER to which the Developer agreed at or for the consideration and on the terms and conditions hereinafter contained:
- (i) **UNIT** shall mean a part or portion of the ALL THAT piece and parcel of self-contained residential Flat, Being Flat No..... on the, of the G+III storied building named as "AARYA APARTMENT", having Carpet area Sq.Ft. i.e super built up area Sq. Ft., Consisting Bed Rooms, Dining, Kitchen, Toilet & Balcony, intended or capable of being exclusively occupied and enjoyed more particularly described in the **SCHEDULE "B"**.
- (ii) **COMMON PARTS** shall the equipments and accessories provided for and/or reserved in the said building including the common passages, stair case-cum-landings, generators and/or pumps, roof, electrical installations etc. for common use and enjoyment and more particularly described in the **SCHEDULE "C"**.

- (iii) **COMMON EXPENSES** shall mean and include a proportionate share of the costs, charges and expenses for working, maintenance, up-keep, repairs and replacement of the common parts including proportionate share of the Municipality Tax, property tax, and other taxes and levies relating to or connected with the said building and the land thereunto belonging and more particularly described in the **SCHEDULE "D"**.
- (iv) **COMMON EASEMENT** in relating to any flat or unit or space shall mean the easement quasi-easements, rights, privileges and appurtenance appertaining to such Space or unit or space for the reasonable enjoyment and occupation of such Space or unit or space and more particularly described in the **SCHEDULE "C"** and shall also include the reciprocal easements, quasi-easements, obligations and duties or like nature of the other flats or units or spaces in the said building in or upon such Space or unit or space and the specification of the individual Space will be stated as **SCHEDULE "B"** hereunder.
- (v) **CO-PURCHASER** shall mean the person or persons with whom the said Owner agreed or may agree to transfer and / or transferred by way of conveyance or otherwise any undivided interest in the land comprised in the said property confirmed and shall also include if the context so admits, the Owner in respect of the portions thereof, interests wherein have not been transferred by the Owner to any person for the time being.
- (vi) **PRINCIPAL AGREEMENT** shall mean the Agreement dated made Between **SRI SMT. KALPANA CHATTERJEE**, the **OWNER** therein, **M/S. SPACE BUILD**", a Partnership Firm (PAN-ACUFS5106K), the **DEVELOPER** and, the **PURCHASER** therein relating to purchase the ALL THAT piece and parcel of self-contained residential Flat, Being Flat No..... on the, of the G+III storied building named as "AARYA APARTMENT", having Carpet area Sq.Ft. i.e super built up area Sq. Ft, Consisting Bed Rooms, Dining, Kitchen, Toilet & Balcony and along with undivided proportionate share of land as describe in **SCHEDULE "A"** hereinafter and for carrying out construction of the Flat of the said Agreement for Sale.
- (vii) **PROPORTION** shall mean the proportion of the ratio which the super built-up area of any Flat or unit or floor of the space bears to the super built-up area of all the flats and all the units and all the floor spaces for the time being of the said building.

- (viii) **THE PRONOUN** shall 'He' or 'She' in these presents shall mean and be constructed to have been used instead of any person or persons (male or female) a firm, a company or any other legal entity capable of holding property, if the context so admits.

NOW THIS INDENTURE WITNESTH that in pursuance of the agreement for sale dated in consideration of Rs. /- (**Rupees**) **Only** being the full consideration amount paid by the PURCHASER to the Developer in the manner as herein before stated at or before execution of these presents (the receipt whereof) the OWNER do and each of them doth hereby and by the receipt hereunder written admit and acknowledge and/or from the same and every part thereof doth hereby acquit, release and forever discharge the PURCHASER as well as the property hereby conveyed the Developer do and each of them doth hereby grant, transfer, convey, assign and assure in favour of the PURCHASER of ALL THAT piece and parcel of self-contained residential Flat, Being Flat No..... on the, of the G+III storied building named as "AARYA APARTMENT", having Carpet area Sq.Ft. i.e super built up area Sq. Ft, Consisting ... Bed Rooms, Dining, Kitchen, Toilet & Balcony, shown in the map or plan bordered **RED** more particularly described in the **SCHEDULE "B"** hereunder written **TOGETHER WITH** all rights and benefits to construct or cause to be constructed by and at the cost of the PURCHASER the said First Floor space being **Flat** (including all internal Partition Walls, all outer walls, 50% of the walls common with the adjacent and the proportionate area of the common areas) **TOGETHER WITH** all rights and benefits to construct or cause to be constructed by and at the cost of the PURCHASER and the other Co-PURCHASER of the said building comprised in the said property in respect of all the common parts and common amenities and also **TOGETHER WITH** all rights in common in the common parts, common amenities, specification of the said Flat and the common conveniences relating thereto more particularly described in the **SCHEDULE "C"** and the reciprocal easements, quasi easements, rights and privileges more particularly described in the **SCHEDULE "D"** (hereinafter collectively referred as the common easements) and hereinafter for the sake of brevity collectively referred to as the said "Premises" **HOWSOEVER OTHERWISE** the said premises now are or is at all material time or times were or was situated butted known numbered, described and distinguished **AND** the reversion or reversions, remainder or reminders and the rents issues and profits thereof **AND** the reversion reversions, remainder or reminders and the rents issues and profits thereof **AND** all the right, title interest to the property,

claim and demand whatsoever exclusively relating to the same **AND TO HAVE AND TO HOLD** the same unto and in favour of the PURCHASER forever and absolutely free from all encumbrances but subject to the payment of the proportionate share of the common expenses for the maintenance of and up-keep of the said building and the common parts thereof and of the municipal taxes, levies and other charges appertaining to the said land and building mentioned in the **SCHEDULE "D"** hereunder written and also subject to the terms, covenants and conditions hereunder contained.

- II. The rights and obligations mentioned in the **SCHEDULE "D"** including the covenants following relating to or connected the said premises shall at all material times be observed and performed by the PURCHASER and be said covenants shall run with the premises hereby conveyed as in case of unit or Flat held under '**OWN YOUR OWN FLAT SCHEME**'
 1. From and after the date of receipt delivery of possession of the said premises the PURCHASER shall not be entitled for partition of the said premises by metes and bounds.
 2. The PURCHASER shall at his own cost and expenses fix separate meter or meters in the said premises for water electricity, power or gas consumed or to be consumed in the said premises and the common parts thereof and of the Municipal rates, taxes and other charge appertaining to the said land as mentioned in the **SCHEDULE "A"** therefore and also subject to shall co-operate with the PURCHASER therefore.
 3. The PURCHASER and/or his servants and agents shall not in any way obstruct or cause to be obstructed the common passages, landings area, roof or stair cases of the property nor store therein any rubbish or other materials, goods or furniture nor shall do or cause to be done or allow any act, deed, manner or thing whereby the use and enjoyment of the common parts, the common amenities and the common convenience of the said property and in any way prejudicially affected or vitiated.
 4. The PURCHASER shall not now allow any occupier of the said premises to demolish or remove or cause to be demolished or removed any structures roof, ceiling, walls, doors and windows in or about the said property provided that nothing herein contained shall prevent the PURCHASER as the occupier to decorate that said premises and/or to repair and/or replace any fixtures and fittings, doors and windows and to affect

such other repairs as may be necessary for the use, occupation and/or enjoyment of the said premises.

5. The PURCHASER shall maintain at his costs, the said premises acquired by them in the same good condition, state and order in which the same shall be delivered to them and shall abide by all laws, bye-laws, rules and regulations of the Government of West Bengal. The RAJPUR-SONARPUR MUNICIPALITY and/or other authorities and local body and shall attend, answer and be responsible for all deviations, violations, and breach of any of the conditions or laws or rules and regulations and shall observe and perform all the terms and conditions herein contained. The PURCHASER shall not make any structural additions or alterations in the said premises or erect any load bearing partitions. The land OWNER or any flat OWNER shall not construct in any manner in any time upon the roof or part thereof.
6. The PURCHASER shall not keep nor store in the said premises any inflammable or combustible articles such as explosives, chemicals, films or any offensive article such as hides or manners or food grains or any other articles giving an offensive smell nor shall the PURCHASER do anything which shall be of constitute any nuisance or annoyance to the occupiers of the other flats in the said building.
7. The PURCHASER shall not use the said premises or any portion thereof in such manner which may be or likely to cause nuisance or annoyance to the occupiers of the other flats in the said building or to the OWNER or occupiers of the adjoining or neighboring properties nor shall use the same for any illegal or immoral or a restaurant or hotels or lodging houses.
8. The PURCHASER shall not decorate the exterior of the said premises acquired by the PURCHASER otherwise than in the manner as near as may be in which the same was previously decorated.
9. The PURCHASER shall not throw or accumulated any dirt, rubbish, garbage or refuse or permit the same to be thrown or allow the same to be accumulated in the PURCHASER' premises or on the compound or any portion of the building and shall not light or burn coal, cake or charcoal in the common areas in the said premises.
10. From the date of delivery of possession of the said premises the PURCHASER shall pay his proportionate share towards all outgoings in respect of the said premises

contracted by the PURCHASER and also for the proportionate share of monthly maintenance of the common parts, the common amenities the common easements etc. as mentioned in the **SCHEDULE "D"** hereto and also pay the proportionate share separately of any other taxes or outgoings to be levied in respect of the said premises.

11. So long as the said premises shall not be separately assessed for Municipal taxes, the PURCHASER shall pay proportionate share of the RSM taxes, rates etc.
12. Until formation of a society or an Association amongst the PURCHASER as stated hereinafter, the PURCHASER shall permit the person or persons for the time being the management of the said building and its surveyors and agents with or without workmen and other at all reasonable times to enter into and upon the said premises of the said PURCHASER or any part hereof to view and examine the state and conditions thereof and the PURCHASER shall be liable to make good within three months from the receipt of the notice all such defect delays and want of repairs of which notice in writing shall be given by the PURCHASER as aforesaid to the OWNER/Developer.
13. Save and except in respect of the undivided proportionate share or interest in the land applicable to the ALL THAT piece and parcel of self-contained residential Flat, Being Flat No..... on the, of the G+III storied building named as "AARYA APARTMENT", having Carpet area Sq.Ft. i.e super built up area Sq. Ft., Consisting Bed Rooms, Dining, Kitchen, Toilet & Balcony, being Flat sold by the Developer and save and except the rights in the said Flat together with the rights and benefits of the common parts and the common easements, quasi-easements, benefits, privileges and advantages, appertaining be conveyed or granted under these presents, the PURCHASER shall have no claim or right of any nature in the floor spaces, units, flats, spaces, and areas of the said building and/or the said property nor any right to make any structural alteration nor to alter modify the situation or location of the toilets doors, windows and grill etc.
14. Any delay in enforcing the terms of these presents or any forbearance or giving of the time to the PURCHASER shall not be construed as waiver on the part of the persons for the time being in management of the said building for any breach of non-compliance of any of the terms and conditions by the PURCHASER nor shall the same in any manner prejudice the rights of the OWNER and /or such persons as aforesaid.

15. The PURCHASER shall be entitled to effect mutation of his name as the PURCHASER of the said Flat in the records of RAJPUR-SONARPUR MUNICIPALITY and other authorities at his own costs.
 16. The PURCHASER shall have absolute right to let out Lease Sell, Mortgage, Gift, Transfer or in any way deal with or dispose of the said Flat in the said building together with undivided and impartiable proportionate share title interest in the land of the said property and the said rights are heritable and transferable.
 17. In addition to the rights and privileges to which the PURCHASER is and shall be entitled according to the law for the time being in force in respect of the said land and the said Flat, the PURCHASER shall be entitled to inter-alia the common amenities and facilities.
 18. The said above mentioned property in the schedule hereunder written is free from all encumbrances, liens, lispence, charges, mortgages, acquisition and requisition. The OWNER/ Developer have not obtained any loan from any office and/or concern or person or Bank or financial Institutions keeping lien and/or charged and/or mortgaged the schedule property mentioned in the schedule here under written.
- III. **AND IT IS HEREBY FURTHER AGREED** by and between the parties hereto as follows :-
- (i) That the deeds, documents and writings which are now the custody of the OWNER shall be retained by the OWNER and the OWNER hereby covenant with the PURCHASER that the OWNER shall and will unless prevented by fire, earth-quake or other inevitable accident upon every reasonable request and at the cost of the PURCHASER produce or cause to be produced the same to the PURCHASER or his agents or attorney as the PURCHASER shall direct and will also at the like request and costs furnish or caused to be made and furnished such true, attested and other copies from the said deeds; documents and writings respectively as and when occasions shall arise and the OWNER shall in the meantime keep the said deeds documents, and writings safe unobliterated and un-cancelled.
 - (ii) The OWNER do and each of them doth hereby further covenant with the PURCHASER that OWNER are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said landed property free from all encumbrances and liabilities

whatsoever and **THAT NOTWITHSTANDING** any act, deed or thing whatsoever by the OWNER done or executed or caused to be done or executed or knowingly suffered to the contrary the OWNER have good title full power, absolute authority and indefeasible title to grant, sale, convey, transfer, assign and assure **ALL AND SINGULAR** the said premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid according to the true intent and meaning of these presents free from all encumbrances and without any suit, hindrances, eviction, interruption, disturbances, claims or demand whatsoever from or by the OWNER or any other person or persons lawfully or equitably claiming from under or in trust for the **AND THAT** free and clear and freely and clearly absolutely acquitted, exonerated and released and discharged and sufficiently saved, defended, kept, harmless and indemnified or from and against all and all manner of defects in title, lispendence, attachments and encumbrances execution and liabilities whatsoever made or suffered by the OWNER or any other person or persons lawfully or equitably claiming under or in trust for them or any of them **AND FURTHER THAT** the OWNER and all persons having lawfully or equitably claiming any right, title, interest or estate whatsoever in the said property or any part thereof from through under or in trust for the OWNER shall and will from time to time and at all times thereafter at the request and cost of the PURCHASER made, do, acknowledge and execute or caused to be made, done executed all such acts, deeds, matters and things whatsoever for further better and more perfectly and effectually granting transferring and assuring the said premises and /or undivided proportionate share in the land applicable to the Flat comprised in the said property together with benefits and rights, hereby transferred as aforesaid unto and to the use of the PURCHASER as shall or may be reasonably required.

SCHEDULE 'A' ABOVE REFERED TO
(Description of the Land)

ALL THAT piece and parcel of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarpur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas which is butted and bounded as follows:

North – 12 feet common road;
 South – House of Uday Shankar Nandi;
 East – 10 feet common road;
 West – Upanta Apartmnet;

SCHEDULE 'B' ABOVE REFERED TO
(Description of the Flat)

ALL THAT piece and parcel of self-contained residential Flat, Being Flat No..... on the, of the G+III storied building named as "AARYA APARTMENT", having Carpet area Sq.Ft. i.e super built up area Sq. Ft., Consisting Bed Rooms, Dining, Kitchen, Toilet & Balcony, together with un-divided proportioned share of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarapur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas, hereinafter free from all encumbrances whatsoever, including the rights of use the common areas and common facilities to be used in common with other lawful occupiers/Owner of the said building and all other common easement rights of the said building.

THE SCHEDULE "C" ABOVE REFERRED TO
(Common Areas, Easements & Facilities)

1. Staircases and landings of Vitrified tiles flooring with skirting having windows with standard section of pressed mild steel and glass panes with stair cover on the ultimate roof.
2. Electrical wiring and fittings and fixtures for lighting the staircases and landings.
3. Electrical installations with main switch and meter and space /room required there for.
4. All beams, structure other walls under staircase and all surroundings compulsory keep open as per rules of Municipal authority and civil authority.
5. Overhead water tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the overhead water tank.
6. Water waste and sewage evacuation pipes, if any, from all or any of the Units to drains and sewers common to the building.

7. Drains and sewers from the building to the public drain.
8. Entrances with gates to the premises.
9. Boundary wall to the premises.
10. Ultimate Roof.
11. Lift and lift facility.

THE SCHEDULE "D" ABOVE REFERRED TO
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common areas machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the building).
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including water pump with motor etc.).
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the common purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the association and also similar expenses of the Land Owner and/or the Developer or any agency looking after the common purposes until handing over the same to the Association.
5. **TAXES:** All rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **COMMON UTILITIES:** Expenses for serving/ supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Land Owner and/or the Developer and/or the Association for the common purposes.

IN WITNESS WHEREOF the parties above named have hereunto set and subscribed their
Respective hands to these presents on the day month and year first above written.

SIGNED, SEALED AND DELIVERED by the Parties

Above named in presence of

WITNESSES :

Signature of the OWNER

Signature of the DEVELOPER

Signature of the PURCHASER

Drafted and prepared by :

MR. SUKUMAR PAL

Advocate

High Court, Calcutta

Enrolment No. : F-650/169/1999

Bar No. : 13

Ph. : 2432-5368 / 9831144627

Receipt and Memo of Consideration

Received from the within named PURCHASER the within mentioned sum of Rs./- (Rupees) **Only** towards Total Consideration for sale of the Said Property described in the Schedule-B above, in the following manner :

Mode	Date	Number	Bank	Amount (Rs.)
Total : Rupees only				

Witnesses :

Signature of the DEVELOPER