

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of ,
Two Thousand Nineteen (2019) **BETWEEN (1) SRI SUBIR KUMAR MAL** (PAN AJFPM2823K), son of Sri Sudhir Kumar Mal, by faith Hindu, by occupation Business, by Nationality Indian, residing at 185/1, Dharmatola Road, Post Office and Police Station Budge Budge, District South 24 Parganas, Kolkata 700 137 and (2) **SMT. RANITA HALDER** (PAN AKVPH5891B), wife of Sri Monojit Halder, by faith Hindu, by occupation Housewife, by Nationality Indian, residing at 73B, Halderpara Road, Post Office Budge Budge, Police Station Maheshtala, Kolkata 700

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Md. Sultan
Managing Director

137, Owners Serial No. 1 and 2 being represented by their Constituted Attorney **MOHAMMED SULTAN**, (PAN AEBPM9987R), son of Late Abdul Rahim, by faith Muslim, by occupation Business, by Nationality Indian, residing at 37/4A, Watgunge Street, Post Office Khidderpore, Police Station Watgunge, Kolkata 700 023, Managing Director of **SUNRISE ERECTORS PRIVATE LIMITED** (PAN AARCS0088A), 11/1, Padmapukur East Lane, Post Office Khidderpur Police Station Watganj, Kolkata-700023, vide General Power of Attorney dated **27th July, 2018** registered in **Book No. 1, Volume No.1610-2018, Page from 55184 to 55214, Being Deed No. 161002194**, for the year 2018 of **A. D. S. R. Budge Budge**, South 24 Parganas, and (hereinafter jointly called and referred to as the **OWNERS** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives, nominees and assigns) of the **FIRST PART**.

AND

PURCHASER OR PURCHASERS shall mean :-(1)

(Mr./Mrs). _____

_____ PAN _____

Father's /Husband's Name _____

by faith _____, by occupation _____, by

Nationality Indian, residing at _____

_____ Police Station _____, Post

Office _____, City _____, PIN

AND

(2)

Mr./Mrs). _____

_____ (PAN _____ Father's /Husband's

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Name _____ by faith _____, by occupation _____, by Nationality Indian, residing at _____, Police Station _____, Post Office _____, City _____, PIN _____, hereinafter jointly called and referred to as the **PURCHASER/PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

A N D

M/S. SUNRISE ERECTORS PVT. LTD (PAN AARCS0088A), a Private Limited Company incorporated under Indian Companies Act, 1956, having its Office at 11/1, Paddapukur East Lane, Police Station Watgunge, Kolkata - 700 023, and represented by its Managing Director **MOHAMMED SULTAN**, son of Late Abdul Rahim, by faith Muslim, by occupation Business, residing at 37/4A, Watgunge Street, Police Station Watgunge, Kolkata 700 023, hereinafter called and referred to as "**the DEVELOPER/CONFIRMING PARTY**" (which term or expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-office, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS by a Deed of Gift bearing date 11.07.2014 (1) Sri Sudhir Kumar Mal son of Late Rabindra Nath Mal, (2) Smt. Sikha Mal, wife of Sri Sudhir Kumar Mal, both of 185/1, Dharmatolla Road, Police Station Budge Budge, District South 24 Parganas, Kolkata 700137, made an absolute gift in favour of their son Sri Subir Kumar Mal **ALL THAT** piece and parcel of land measuring **8 Cottahs 13 Chittacks 5 Square Feet**, a

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little more or less (land measuring 8 Cottahs plus the land of drain and common passage measuring 13 Chittacks 5 Square Feet) together with the **structure measuring 300 Square Feet** made of brick wall tile shed with Cemented flooring and together with all easement and quasi-easement right including drain and common passage attached thereto lying and situated in part of R. S. Dag No. 755, under R. S. Khatian No. 735, L. R. Dag No. 960, L. R. Khatian No. 2880/1 and 2560/1, Touzi No. 353, J. L. No. 8, Holding Nos. 24/3 and 24/4, at Shahid Khudiram Bose Road, Kolkata 700 137, in Mouza Garbhukta Nandanpur, Police **Station Budge Budge**, District South 24 Parganas, within **Ward No. 12** of the Budge Budge Municipality, Kolkata 700 137 and the said Deed of Gift has been registered in Book No.1, C. D. Volume No. 10, Pages from 11269 to 11289, Being Deed No. 07545, for the year 2014 of D. S. R. – II, Alipore , District South 24 Parganas.

AND WHEREAS by another Deed of Conveyance bearing date 11.07.2014, said Subir Kumar Mal purchased a demarcated plot of land from Smt. Nabanita Sengupta, wife of Sri Biplab Sengupta of 4/3/V, Shahid Khudiram Bose Road, Kolkata 700 137, ALL THAT land measuring in total 3 Cottahs 0 Chittack 0 Square Foot and 6 Chittacks drain and common passage, in total 3 Cottahs 6 Chittacks 0 Square Foot more or less, together with the structure measuring 150 Square Feet, made of brick wall tile shed lying and situated in part of R. S. Dag No. 755, L. R. Dag No. 960, under R. S. Khatian No. 735, L. R. Khatian No. 1118/2, Holding No. 24/24, Shahid Khudiram Bose Road, Kolkata 700 137, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, within Police Station Budge Budge, within Ward No. 12 of Budge Budge Municipality and the said Deed of Conveyance has been registered in Book No.1, C. D. Volume No. 10, Pages from 11249 to 11268, Being Deed No. 07544, for the year 2014 of D. S. R. - II, Alipore , District South 24 Parganas

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AND WHEREAS thus said Subir Kumar Mal become the absolute owner in respect of ALL THAT land measuring in total 12 Cottahs 3 Chittacks 5 Square Feet, more or less together with the structure measuring 450 Square Feet, made of brick wall tile shed together with all easement and quasi-easement right including drain and common passage attached thereto lying and situated in part of R. S. Dag No. 755, L. R. Dag No. 960, under R. S. Khatian No. 735, L. R. Khatian Nos. 2880/1, 2560/1 and 1118/2, within Holding Nos. 24/3, 24/4 and 24/24 Shahid Khudiram Bose Road, Kolkata 700 137, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, within Police Station Budge Budge, District South 24 Parganas, within Ward No. 12 of Budge Budge Municipality.

AND WHEREAS subsequently by a registered Deed of Gift bearing date 22.07.2014 made by (1) Smt. Joyeeta Halder, wife of Sri Dibakar Halder, by faith Hindu, by occupation Housewife, by Nationality Indian, residing at 87/2, Halderpara Road, Budge Budge, Kolkata - 700 137, (2) Smt. Ranita Halder, wife of Sri Monojit Halder, by faith Hindu, by occupation Housewife, residing at 73B, Halderpara Road, Budge Budge, Kolkata - 700 137, and (3) Smt. Sangeeta Sarkar, wife of Sri Shantanu Sarkar, by faith Hindu, by occupation Housewife, residing at Desbandhu Chittaranjan Road, Budge Budge, Kolkata - 700 137 in favour of their mother Smt. Rita Bhuiya, wife of Late Ashok Bhuiya, by faith Hindu, by occupation Housewife, residing at 87/2, Halderpara Road, Budge Budge, Kolkata 700 137, ALL THAT undivided $\frac{3}{4}$ th share of the land measuring 3 Cottahs 6 Chittacks 0 Square Foot (3 Cottahs land plus 6 Chittacks land of drain and common passage) in total 3 Cottahs 6 Chittacks 0 Square Feet together with RTS structure measuring 200 Square Feet equivalent to land measuring 2 Cottahs 8 Chittacks 22 Square Feet (and 4 Chittacks 22 Square Feet drain and common passage in total 2 Cottahs 8 Chittacks 22 Square Feet, more or less together with the structure measuring 150

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Square Feet, made of brick wall tile shed and together with all easement and quasi-easement right including drain and common passage attached thereto lying and situated in part of R. S. Dag No. 755, under R. S. Khatian No. 735, L. R. Dag No. 960, L. R. Khatian No. 130/1, Holding No. 24/12, Shahid Khudiram Bose Road, Kolkata 700 137 at Mouza Garbhukta Nandanpur, within Police Station Budge Budge, District South 24 Parganas, within Ward No. 12 and the said Deed of Gift has been registered in Book No.1, C. D. Volume No. 11, Pages from 4583 to 4598, Being Deed No. 08019, for the year 2014 of D. S. R. II, Alipore, District South 24 Parganas.

AND WHEREAS thus said Rita Bhuiya become the absolute Owner of the entire plot of land measuring 3 Cottahs 6 Chittaks ($3/4^{\text{th}}$ Share by way of aforesaid Gift and $1/4^{\text{th}}$ share by inheritance) at part of R. S. Dag No. 755, under R. S. Khatian No. 735, L. R. Dag No. 960, L. R. Khatian No. 130/1, Holding No. 24/12, Shahid Khudiram Bose Road, Kolkata 700 137 at Mouza Garbhukta Nandanpur, within Police Station Budge Budge, District South 24 Parganas, within Ward No. 12.

AND WHEREAS by a Bengali Deed of Conveyance bearing date 31st May, 1986 said Rita Bhuiya purchased ALL THAT piece or parcel of land measuring 3 Cottahs 6 Chittack 0 Square Foot a little more or less and RTS structure measuring 150 Square Feet together with land for common passage lying and situated in part of R.S. Dag No. 755, L. R. Dag No. 960 Mouza Garbhukta Nandanpur, under Khatian No. 735, Touzi No. 353, J. L. No. 8, at Shahid Khudiram Bose Road, Ward No. 12 of Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas, Kolkata 700 137 from Sri Lalit Mohan Halder, Sri Shibani Prasad Halder, Sri Kamal Krishna Halder all of 73, Halder Para, Budge Budge, South 24 Parganas and the said Deed of Conveyance has been registered in Book

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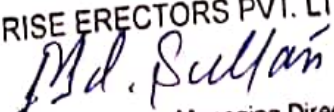
Managing Director

No.1, Volume No. 184, Pages from 411 to 422, Being Deed No. 9659, for the year 1986 of D. S. R. , Alipore , District South 24 Parganas.

AND WHEREAS thus said **Smt. Rita Bhuiya** became the sole and absolute owner in respect of ALL THAT piece and parcel of land measuring 6 Cottahs 12 Chittack 0 Square Foot and drain and common passage 12 Chittacks 0 Square Foot in total 6 Cottahs 12 Chittacks 0 Square Foot together with structure measuring 390 Square Feet made of brick wall tile shed together with all easement and quasi-easement right including drain and common passage attached thereto at part of R. S. Dag No. 755, under R. S. Khatian No. 735, L. R. Dag No. 960, L. R. Khatian Nos. 130/1 and 2550/1, Holding Nos. 24/12 and 24/11, Shahid Khudiram Bose Road, Kolkata 700 137, of Mouza Garhbhukta Nandanpur, Touzi No. 353, J. L. No. 8, Ward No. 12 of Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas.

AND WHEREAS the properties of said Subir Kumar Mal and Smt. Rita Bhiya were contiguous and adjoining to each others and the parties had mutually agreed to amalgamate the said properties into a single unit and for that on 08.08.2014 said Subir Kumar Mal and Smt. Rita Bhuiya duly executed a Deed of Exchange since registered in Book No.1, C. D. Volume No. 12, pages from 6705 to 6722 being Deed No. 08887, for the year 2014 of D.S.R.-II, Alipore.

AND WHEREAS the amalgamated land and premises has been separately numbered as **Holding No. 24/3, Shahid Khudiram Bose Road, Kolkata – 700 137** and after the B.L. & L.R.O mutation the said property has been recorded under L. R Khatian Nos. 5457 and 2250/1 in part of R. S. Dag No. 755, L. R. Dag No. 960, under R. S. Khatian No. 735.

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AND WHEREAS after amalgamation of the said respective plots the Bastu Land measuring 18 Cottahs 15 Chittacks 5 Square Feet more or less on actual measurement of the area comes to 17 Cottahs 0 Chittack 0 Square Foot after leaving together with the structure measuring 840 Square Feet, made of brick wall tile shed with Cemented flooring and together with all easement and quasi-easement right including drain and common passage attached hereto lying and situated at lying and situated at Holding No. 24/3, Shahid Khudiram Bose Road, Nandanpur, Post Office and Police Station Budge Budge, within the Budge Budge Municipality Ward No. 12, Kolkata 700 137, District South 24 Parganas, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, R. S. No. 33, L. R. Khatian No. 5457 and 2250/1, L. R. Dag No. 960, R. S. Khatian No. 735, R. S. Dag No. 755.

AND WHEREAS while in peaceful possession and enjoyment of the said premises as sole and absolute owner thereof said Smt. Rita Bhuiya died intestate on **28.07.2017** leaving behind surviving her said three daughters namely **(1) Joyeeta Halder, (2) Sangeeta Sarkar and (3) Ranita Halder** as her legal heirs and successors according to Hindu Succession Act, 1956, each having undivided 1/3rd (one-third) share therein.

AND WHEREAS by a Deed of Gift bearing date 31st May, 2018 the said Smt. Joyeeta Halder, Smt. Sangeeta Sarkar the married daughter said Smt. Rita Bhuiya, since deceased, make absolute gift in respect of their undivided 2/3rd share inherited from their mother in favour of their younger sister Smt. Ranita Halder and the said Deed of Gift has been registered Book No. I, Volume No. 1630-2018, Page from 46386 to 46413, being Deed No. 163001372, for the year 2018 of D.S.R. - V, Alipore, South 24 Parganas.

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AND WHEREAS thus the said Smt. Ranita Halder become entitled to the share of said deceased Rita Bhiuya Owner No. 2 along with Sri Subir Kumar Mal the Owner No. 1 herein.

AND WHEREAS 27th July, 2018 said Subir Kumar Mal, Ranita Halder and Mohammed Sultan entered into and Agreement for Development of their Schedule property with the Developer **M/S SUNRISE ERECTORS PRIVATE LIMITED** since registered in Book No. I, Volume No. 1610-2018, Pages from 55120 to 55182 , being Deed No. 161002185, for the year 2018, of A. D. S. R. Budge Budge, South 24 Parganas, on certain terms and conditions agreed upon by and between themselves.

AND WHEREAS in terms of the said Development Agreement said Subir Kumar Mal, Ranita Halder and Mohammed Sultan on 27th July, 2018 executed and registered a Power of Attorney for Development of the said Premises in favour of the said Developer **M/S SUNRISE ERECTORS PRIVATE LIMITED** since registered in Book No. I, Volume No. 1610-2018, Pages from 55184 to 55214, being Deed No. 1610002194, for the year 2018 of A. D. S. R., Budge Budge , South 24 Parganas.

(d) In pursuance of the said Development Agreement, the Developer has already caused a Map or Plan sanctioned by the Budge Budge Municipality being **Plan No. _____, dated _____**, hereinafter referred to as the 'said Plan' whereby and whereunder and in pursuance of the said Development Agreement the Developer become entitled to construct a G+4 storied building on the entirety of the said Premises in two Blocks, Block "A" and Block "B" and each building consisting of various self contained Flats/Units/ Apartments constructed space and/or open covered Car Parking Spaces capable of being held and/or enjoyed independently of each other.

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AND WHEREAS the Project was primarily called as "SIGHT VIEW COMPLEX" which has been finally renamed as "**EMPEROR COMPLEX**".

(e) In pursuance of the said Plan, the Developer herein has already completed construction of the said new buildings and the said lands and the said new buildings constructed thereto, hereinafter the context so permits are collectively referred to as the said buildings.

(f) By an Agreement dated _____ entered into between the Parties hereto, the Developer has agreed to sell and transfer and the Purchasers have agreed to purchase and acquire on ownership basis **ALL THAT one self contained Flat being No. _____, on the _____ Floor, _____, in Block - _____, measuring _____ Square Feet Super built up more or less area as the building named as "EMPEROR COMPLEX", TOGETHER WITH** undivided proportionate share or interest of the land beneath the building and staircase and other common benefits and facilities of the newly proposed building at the **Holding No. 24/3, Shahid Khudiram Bose Road, Nandanpur, Post Office and Police Station Budge Budge, within the Budge Budge Municipality, Ward No. 12, Kolkata 700 137, District South 24 Parganas, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, R. S. No. 33, L. R. Khatian Nos. 5457 and sabek 2250/1 Hal 6119, R. S. Dag No. 755, L. R. Dag No. 960, under R. S. Khatian No. 735 TOGETHER WITH** undivided impartible proportionate share or interest of the land below and beneath the said building and staircase and attributable thereto and together with undivided proportionate share in common parts and portions and together with forming part of the Developer's allocation as defined in the said Development Agreement (more fully and particularly mentioned and described in the Second

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Schedule hereunder written and hereinafter collectively referred to as the 'said Flat' and the properties appurtenant thereto) for the consideration and on the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the 'said Agreement').

(g) In pursuance of the said Development Agreement, the Developer has already completed construction of the said new building being Block "A" and Block "B" forming part of the said Housing Complex at the said Premises.

(h) That the Purchasers have paid the Developer an advance amount of Rs. _____ as earnest money and/or part payment of the total consideration and have paid the balance sum of Rs. _____ as full and final payment for the said Flat on or before execution of these presents.

(i) The Purchasers have now approached the Vendors and/or the Developer to execute or cause to be executed the Deed of Conveyance for sale and transfer of the said Flat and the properties appurtenant thereto which the Vendors and/or the Developer have agreed to do in terms of the said Sale Agreement.

And the Purchasers hereby agree that their right shall remain restricted to the SAID Flat No. AND Car parking Space No. _____ and THE PROPERTIES APPURTENANT thereto and shall have no right or claim over and in respect of the other parts and portions of the said new building and/or the said Premises.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the said sum of Rs. _____/- (Rupees _____) only paid by

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the Purchasers to the Developer on or before the execution of these presents being the full amount of consideration and lawful money of Union of India (the receipt whereof the Vendors/Developer do hereby admit and acknowledge and of and from the same and every part thereof absolutely acquit, release, discharge and exonerate the Purchasers and the said Flat), the Vendors do hereby absolutely and indefeasibly as such beneficial Owners of the said G+4 storied building and the land hereditaments and Premises do hereby grant, convey, transfer, assign and assure, unto and to the Purchasers **ALL THAT one self contained Flat being No. _____, on the _____ Floor, _____, in Block – _____, measuring _____ Square Feet Super built up more or less area as the building named as "EMPEROR COMPLEX", TOGETHER WITH** undivided proportionate share or interest of the land beneath the building and staircase and other common benefits and facilities of the newly constructed building at **Holding No. 24/3, Shahid Khudiram Bose Road, Nandanpur, Post Office and Police Station Budge Budge, within the Budge Budge Municipality, Ward No. 12, Kolkata 700 137, District South 24 Parganas, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, R. S. No. 33, L. R. Khatian Nos. 5457 and sabek 2250/1 Hal 6119, R. S. Dag No. 755, L. R. Dag No. 960, under R. S. Khatian No. 735** **TOGETHER WITH** undivided proportionate share or interest of the land beneath the building and staircase and other common benefits and facilities of the newly constructed building at the **Holding No. 24/3, Shahid Khudiram Bose Road, Nandanpur, Post Office and Police Station Budge Budge, within the Budge Budge Municipality, Ward No. 12, Kolkāta 700 137, District South 24 Parganas, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, R. S. No. 33, L. R. Khatian Nos. 5457 and sabek 2250/1 Hal 6119, R. S. Dag No. 755, L. R. Dag No. 960, under R. S. Khatian No. 735** more particularly described in the **Second Schedule** hereunder written

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and the proprietary right to the said Flat as delineated in the **Plan** annexed hereto and thereon shown and surrounded by **RED** coloured boundary line, together with all right of easement thereto moving and quasi-easement right of use, enjoyment and benefit and other privileges whatsoever in reservoir, sewer, sanitation, electricity, staircase, landings, all common parts of the said building and proportionate share in the land underneath the building and surroundings, appurtenances and fittings and fixtures and installations whatsoever, more particularly mentioned and described in the **Third Schedule** hereunder written and the proportionate undivided share or interest in land, hereditaments and premises and in the entrance gate thereof, passage, pathways, common passage, staircase, landings, drain, sewer, water courses, water reservoir, electrical fittings and installations and all other common benefits whatsoever hereby agreed to be sold and hereby conveyed unto and to the use of the Purchasers absolutely and forever **SUBJECT TO** covenants and conditions whatsoever obligatory on the part of the Purchasers to be observed and performed specifically described in the **Fourth Schedule and Fifth Schedule** hereunder written **AND ALSO ALL** the estate, right, title, benefit, claim, demand whatsoever both at law and in equity of the Vendors unto and upon the said Flat upon the undivided, impartible share in the land hereditaments and premises together with undivided proportionate share in all common parts as mentioned in the **Third Schedule** free from all encumbrances, attachments, liens, charges, lispens, claims, demands, trusts and liabilities hereby granted as aforesaid and hereunder referred to as the said Premises **AND TO HAVE AND TO HOLD** the said premises hereby granted conveyed, transferred and assured or intended so to be and every part thereof and the rights and appurtenances thereunto moving and to the use and benefit of the Purchasers absolutely and forever to be held with hereditary and transferable right subject to the payment of all rents, rates, easements, dues and duties now chargeable upon the said Flat by any

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statutory authority or which may hereafter become payable in respect thereof to the Government of West Bengal, Maheshtala Municipality and any other Public or Statutory authorities, more fully described in the **Fourth Schedule** hereunder written and the Vendors do hereby covenant with the Purchasers that notwithstanding any act, deed, matter or thing by the Vendors or their predecessors, done, executed or knowingly suffered to the contrary, the Vendors have acquired good right, full power and absolute authority and indefeasible title in the said land hereditaments and the ownership in the said G+4 storied building including the said Flat and every part thereof and hereby conveyed or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid **AND THAT** the Purchasers shall at all times hereafter peaceably and quietly enter into, hold, occupy, own, possess and enjoy exclusively the said Flat hereby granted, conveyed, transferred and assured so to be with the said appurtenances, messuages tenements hereditaments and Premises to receive and realise the rents, issues and profits thereof and every part thereof for their own use benefit without any suit lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and the First and Second Confirming Party herein or any other person lawfully or equitably claiming under or in trust for them or any of them free and clear, freely and clearly of all encumbrances in the said property or any part thereof from under or in trust and the Vendors and all other person or persons lawfully or equitably claiming as aforesaid shall and will from time to time and all times hereafter at the request and cost of the Purchasers make, do and execute or caused to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said Flat and/or the property and every part thereof hereby granted and conveyed unto and to the use of the Purchasers, in the manner aforesaid as by the Purchasers and their heirs, executors, assignors and their nominee or nominees shall be reasonably required **NOT**

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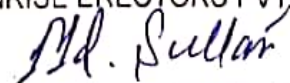
Managing Director

WITHSTANDING HOWEVER the Purchasers shall hold the said Flat and all other property or properties hereof fully described in the **Second Schedule** hereunder written and to the intents and purposes the Purchasers shall remain however responsible to the covenants and conditions contained hereunder with heritable, transferable right including the right to mortgage the said Flat.

THE VENDORS/DEVELOPER/CONFIRMING PARTY DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :

1. That the interest which the Vendors/Developer/Confirming Party do hereby profess to transfer and the Vendors/Developer/ Confirming Party have the right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchasers the said Flat and the right and properties appurtenant thereto together with the benefits, rights and properties hereby sold and conveyed.
2. That it shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and to use, hold and enjoy the said Flat and to receive rents, issues and profits thereof, without any interruption, disturbances, claims or demands whatsoever from or by the Vendors/Developer/Confirming Party or any person claiming through under or in trust for the Vendors/Developer/Confirming Party.
3. That the Vendors/Developer/Confirming Party shall from time to time and all times hereafter upon every request and at the costs of the Purchasers make, do, acknowledge, exercise and execute all such further lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assure the said Flat and the rights and properties appurtenant thereto.

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4. That the Vendors/Developer/Confirming Party shall, unless prevented by fire or other irresistible force, from time to time and all times hereafter upon reasonable request and at the costs of the Purchasers produce or cause to be produced to the Purchasers or to their Attorney or agents at or before at any trial, commission, examination or otherwise as occasion shall arise, the original title deeds of the Vendors and the Developer/Confirming Party also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested copies, other copies or extracts there from as the Purchasers may require and shall in the meantime keep the same safe, unobliterated and uncanceled.

5. That the Vendors/Developer/Confirming Party shall not do anything whereby the rights of the Purchasers hereunder may prejudicially be affected and shall do all acts as may be necessary to ensure the rights available to the Purchasers.

THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS/DEVELOPER/CONFIRMING PARTY AS FOLLOWS :

1. That the Purchasers have inspected the building and the said Flat and only after being satisfied about the quality, workmanship and measurements, the Purchasers are completing the purchase hereunder.

2. That the Purchasers shall observe, fulfill, perform the rules regulations and covenants thereunder written and shall regularly pay and discharge all taxes, impositions and all other outgoings in connection with the said Flat and the common areas proportionately including the common expenses.

3. That the Purchasers have received tenantable and vacant possession of the said Flat to their full satisfaction.

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Managing Director

AND IT IS HEREBY FURTHER AGREED by and between the parties hereto as follows :

1. That the deeds, documents and writings mentioned hereinabove which are now in the custody of the Vendors shall be retained by the Vendors and the Vendors hereby covenant with the Purchasers that the Vendor shall and will unless prevented by fire, earthquake or other inevitable accident upon every reasonable request and at the cost of the Purchasers produce or caused to be produced the same to the Purchasers, their Agent or Attorney as she shall direct and will also like to request and at the cost of the Purchasers furnish such attested copies duly certified and other copies from the said Deeds and writings respectively as and when occasion shall arise and the Owners shall in the meantime keep the said deeds, documents and writings safe unobliterated and uncancelled.

2. The Vendors do hereby further covenant with the Purchasers that the Vendors are absolutely seized and possessed of otherwise well and sufficiently entitled to the said property free from all encumbrances and liabilities whatsoever and **NOT WITHSTANDING** any act, deed or thing whatsoever by the Owners/Vendors done or executed or caused to be done or executed or knowingly suffered to the contrary the Vendors have good right, full power, absolute authority and indefeasible title to grant, convey, transfer and assign and assured **ALL THAT** the said undivided proportionate share in the said land of the Premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be done unto and to the use of the Purchasers in the manner aforesaid according to the true intents and meaning of these presents free from all encumbrances without any let, suit, hindrance, eviction, interruption, disturbances, claims or demands whatsoever from or by the Owners and/or any other person or persons lawfully or equitably claiming from under or

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in trust for the Vendors **AND** that free and clear and clearly and freely, absolutely, acquitted, exonerated and released and discharged or otherwise by and at the costs and expenses of the Owners well and sufficiently saved, defended, kept harmless and indemnified of from and against all manner of defects in title lispendents, attachments and encumbrances, execution and liabilities, whatsoever made or suffered by the **VENDORS** or any person or persons lawfully and equitably claiming under or in trust for her or any of her other than the Vendors and **FURTHER** that the Vendors and all persons having or lawfully or equitably claiming any right, title, interest, costs, whatsoever in the said undivided proportionate share or any part thereof from through under in trust or any part thereof. The Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make to acknowledge and execute or caused to be made, done, acknowledged and executed all such acts, deeds, matters and things, whatsoever for further better and more perfectly and effectually granting and assuring the said undivided proportionate share as aforesaid unto and to the use of the Purchasers as shall or may be reasonably required.

AND the Confirming Party herein confirm the statements made hereinbefore by joining as Confirming Party to this Deed and has delivered possession of the said Flat to the said Purchasers.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Description of the Premises)

ALL THAT piece or parcel of **bastu land measuring 18 Cottahs 15 Chittacks 5 Square Feet**, more or less (plot of land measuring 17 Cottahs 0 Chinack 0 Square Feet plus land measuring 1 Cottah 15 Chittacks 5 Square feet of drain and common passage) together with structure **measuring 840 Square Feet** made of brick wall tile shed with cemented flooring and together with all easement and quasi-easement right including

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drain and common passage attached hereto standing thereon, lying and situated at lying and situated at **Holding No. 24/3, Shahid Khudiram Bose Road, Nandanpur, Post Office and Police Station Budge Budge, within the Budge Budge Municipality Ward No. 12, Kolkata 700 137, District South 24 Parganas, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, R. S. No. 33, L. R. Khatian No. 5457 and 6119, L. R. Dag No. 960, R. S. Khatian No. 735, R. S. Dag No. 755** and the same is butted and bounded in the following manner :

- ON THE NORTH** : Land of R. S. Dag No. 797 and R. S. Dag No. 758
ON THE EAST : By 32 Feet wide Shahid Khudiram Bose Road;
ON THE SOUTH : By 12 Feet wide common Road.
ON THE WEST : Land of Jagabandhu Goyali.

THE SECOND SCHEDULE ABOVE REFERRED TO

(The Flat hereby conveyed)

ALL THAT one self contained Flat being No. _____, on the _____ Floor, _____, in Block _____, measuring _____ Square Feet **TOGETHER WITH** undivided proportionate share or interest of the land beneath the building and staircase and other common benefits and facilities of the newly proposed building named as "**EMPEROR COMPLEX**" at **Holding No. 24/3, Shahid Khudiram Bose Road, Nandanpur, Post Office and Police Station Budge Budge, within the Budge Budge Municipality Ward No. 12, Kolkata 700 137, District South 24 Parganas, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, R. S. No. 33, L. R. Khatian No. 5457 and 6119, L. R. Dag No. 960, R. S. Khatian No. 735, R. S. Dag No. 755,** and the said Flat marked with **RED colour** on the **Map or Plan** annexed herewith which will be treated as part of this Deed comprising the **First Schedule** above referred to.

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THIRD SCHEDULE ABOVE REFERRED TO
(Common Parts)

1. Main gate entrance of the said building boundary wall.
2. Common passage.
3. Common toilet on the Ground Floor.
5. Electric Meter place
6. Such other common parts, spaces, equipment, installations, fixtures, fittings and space in or about the said building as are necessary passage to the users and occupier of the said building.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common expenses)

1. Repairing, rebuilding, repainting, improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workman like manner all the wood metal, stone and other work of the property and the external surfaces of all exterior doors and windows of the building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Maintaining and repairing of the boundary wall, hedge or fence.
4. Paying a fair proportion of the cost of cleaning, repairing of the private road when necessary and instating any drains and sewers forming part of the property.

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5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Premium for insuring any risks.
7. Cleaning all the common parts, passages, landing, staircase.
8. Operating, maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer may think fit.
9. Paying all rates, taxes, duties, charges, assessments and outgoing whatsoever (whether Central/State/Local) assessed charge or imposed upon or payable in respect of the building or any part thereof excepting and so far as the same are the responsibility of the individual Owners or Occupiers of any Flat or Unit.
10. The maintenance, renewal and insurance of equipment
11. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder.
12. To provide a reserve fund for items of expenditure referred to in this Schedule to be or expected to be incurred at any time as may be decided by the Holding Organisation.
13. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the trust of the Owners of the Units/Flats and shall only be applied in accordance with the terms of this Schedule.

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**THE FIFTH SCHEDULE ABOVE REFERRED TO
(Restrictions)**

The under mentioned rights, easements and quasi easements privileges and appurtenances shall be excepted out of the propose of sale and the same is reserved for the Developer.

1. The right in common with the Purchasers and / or other person or persons or occupiers of the building entitled to the other part or parts of the said building as aforesaid for the use of common part or part of the said building including its installations, Open spaces, electrical installations and other passages.

2. The right of passage in common with the Purchasers and other person or persons as aforesaid of electricity, water and soil from and to any, part other than the said Flat of the said building through pipes, drains, wires, conduits lying or being in under through or over the said Flat so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purposes whatsoever.

3. The right of protection for other portion or portions of the said building by all parts of the said Flat so far as they now protect the same.

4. The right as might otherwise become vested in the Purchasers by means of structural alterations to the said Flat otherwise in any manner to lessen or diminish the support at present enjoyment by other part or parts of the said building.

5. The right with or without workmen and necessary materials to enter from time to time upon the said Flat for the purpose of repairing so far as may be necessary of such pipes, drains, wires and conduits as aforesaid

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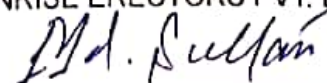
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provided always the Vendor and other person or persons shall give to the Purchasers a prior forty eight hours written notice of their intention for such entry as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Obligations imposed in respect of the said Flat)

1. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any Flat or in any part of the building or may cause an increase in the premium payable in respect thereof.
2. Not to throw dirt, rubbish or other refuse waste or permit the same to be thrown into the lavatories, cisterns or water or soil pipes in the said Flat.
3. No name writing, drawing signboards, plate or play card of any kind shall be put over in any window on the interior of the said Flat as to be visible from outside the said Flat.
4. The exterior of the said Flat not to be decorated otherwise than in the manner agreed to by majority of the Owners of the Flats comprised in the said building.
5. That the Purchasers or any person or persons deriving title from and/or under them shall not at any time be entitled to demand or claim partition or division of the said Flat or to have the same partitioned and divided by metes and bounds or from the said Premises.
6. That the Purchasers shall not be entitled to demolish or remove or cause to be demolished or removed any structure, ceiling, walls, fixtures and fittings forming part of and/or appertaining to the said Flat but nothing herein contained shall prevent them at their own costs and expenses to repair or decorate the interior of the said Flat or any part thereof without however causing any damage whatsoever to the walls floors or ceilings thereof.

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Managing Director

IN WITNESS WHEREOF the Parties hereunto set and subscribed their respective hands and seals this Agreement for Sale the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of

WITNESSES

1.

2.

(SIGNATURE OF THE OWNERS/ VENDORS)

(SIGNATURE OF THE PURCHASER)

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Md. Sultan

Managing Director

**(SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY)**

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the within mentioned sum of Rs _____/- (**Rupees** _____) **only** in the following manner :

Bank/Branch	Cheque No.	Date	Amount (Rs.)
		TOTAL	

(**RUPEES** _____) **ONLY**

WITNESSES

1.

2.

Drafted by me and
prepared in my office :

Advocate,
Alipore Judges' Court,
Kolkata - 700 027.

Typed by

SUNRISE ERECTORS PVT. LTD.

Md. Sultan

Managing Director

**(SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY)**