

whatsoever of the Vendor/ Developer herein into or upon the said Flat and car parking space and every part thereof hereby sold, conveyed, transferred to the Purchaser herein including her heirs, executors, administrators and assigns absolutely and forever. That the Vendor/Developer herein do hereby covenant with the Purchaser herein, THAT NOTWITHSTANDING any acts, deeds hereto before done, executed or knowingly suffered to the contrary the Vendor/Developer herein are now lawfully seized and possessed of the said Flat, free from all encumbrances, attachments, charges and defeats whatsoever and there is no suit or dispute or case pending in any Court in respect of the said premises and the Vendor/Developer herein have full power and absolute authority to sell or transfer the said Flat in any manner aforesaid that the Purchasers herein shall hereafter peaceably and quietly hold, possess and enjoy the said Flat as its absolute Owners and Possessors with absolute right to sell, transfer, fit, mortgage, lease, convey, whatsoever as its absolute Owners and Possessors. The Vendor/Developer herein do hereby covenant with the Purchasers herein to save the said Flat harmless and shall at all times hereafter indemnify and keep indemnified the Purchasers herein from or against all encumbrances, losers, damages, charges whatsoever. That the Vendor/Developer herein shall at the request and at the cost of the Purchaser herein do or execute or cause to be done or executed at such lawful acts, deeds whatsoever for further and more perfectly conveying and assuring the said Flat and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed. That the Purchasers herein shall be at liberty to enjoy all rights over and through and to and from adjacent common passage and road and the Purchaser herein have got every liberty to make all arrangements for electric connection, telephone connection, gas connection, water pipe connection, drainage system over and through the said Flat. That the

Vendor/Developer herein shall from time to time and at all times hereafter, upon every reasonable request and at the costs of the Purchasers herein produce or to cause to be produced to the Purchaser herein at any trial, hearings, commissions, examinations or otherwise as occasions shall require all or any of the deeds, documents, relating to the said Flat hereby sold, conveyed and transferred to the Purchaser herein.

**IT IS HEREBY AGREED & DECLARED BY AND BETWEEN
THE VENDOR/DEVELOPER AND THE PURCHASER as
follows:-**

1. That the Purchaser herein shall be entitled to sell, gift, transfer, lease, rent, mortgage and to dispose of the said Flat and Car Parking space together with undivided proportionate share in the land underneath of the said building to any persons or persons without the consent of the Vendor/Developer herein or any other Co-Owners or Owners of the said building.
2. That the Purchaser shall have all rights to mutate her name as Owners and Possessors in respect of the said Flat in the Office of the Kolkata Municipal Corporation and in the records of any other herein do hereby give their consent or approval in writing for the purpose of such mutation and separated assessment, whenever shall be required by the Purchaser.
3. That the Purchasers shall be liable to pay directly towards payment of Owners' share and Occupiers' share of rates, taxes, land revenues and other outgoing charges payable to the Kolkata Municipal Corporation or to any other Authorities in respect of the said Flat and car parking space hereby sold and transferred to the Purchasers and from the execution of this Deed of Conveyance.
4. That so long as the said Flat are not be separately assessed in the names of the Purchaser for the purpose of aforesaid rates, taxes, land

revenues and other outgoing charges, in that event the Purchasers shall pay proportionate share of the aforesaid charges as levied on the said Flat on and from the date of execution of this Deed.

5. That the Purchasers herein shall have full and absolute rights in common with the other Co-Owners of the said Building in respect of proportionate share of common rights, common facilities and common amenities belonging to the said Building and belonging to the Municipal Premises, morefully described in "C" SCHEDULE hereunder written together with the right of the common use and occupy the ultimate roof of the Building at the said Municipal premises.
6. That the Purchasers herein shall have all right to take electric, telephone, gas water pipe etc., connections at the said Flat in the names of the Purchasers at the Purchasers' own costs through common portions and spaces of the said Building as well as the said Premises.
7. That the Purchasers herein shall all rights of erecting, scaffolding at the common spaces of the said Municipal Premises for repairing, whitewashing, maintenance, painting, decorating, plastering, constructions in respect of the said Flat.
8. That all expenses for maintain, repairing in respect of the common parts of the said Building including all common areas and common installations of the said Building shall be proportionately borne by the Purchasers with the other Co-Owners of the said Building, morefully described in the "D" SCHEDULE hereunder and the Purchasers herein will enjoy the right of easements of the said Building as well as the Municipal Premises, morefully described and written in the "E" SCHEDULE hereunder.

9. That all expenses for running and operation of all common machineries, equipments and other installations, including all costs of maintenance, repairing shall be borne by the Purchasers proportionately with the other Co-Owners of the said Building.
10. That one Association and/or Society will be formed between the Flat Owners' of the said Building at the said Municipal Premises having one member for each flat.
11. That after formation of the said Association and/or Society, the said Body will be liable for the running maintenance, repairs, replacement, installations etc. of the said Building as well as said Municipal Premises out of their own fund, which will be raised from the flat owners' of the said Building by the Association and/or Society and the Purchasers including the other flat Owners will not demand for the same to the Developer/Vendor herein after formation of the Association and/or Society.
12. That the Purchaser's undivided right, title, interest, possession in the soil of said Municipal Premises, morefully mentioned in the Schedule "A" hereunder written, shall remain joint all times other co -owners of the said building at the Premises.

-:: THE SCHEDULE "A" ABOVE REFERRED TO ::-

ALL THAT piece and parcel of land measuring about 4 Cottahs 15 Chittaks 33 sq.ft. more or less alongwith G+III Storied building has been erecting as sanctioned plan, which is lying and situated at Mouza - Kasba, J.L. No. 13, C.S. Khatian No. 1171, R.S. Khatian No. 1613, R.S. Dag No. 4115, under Ward No. 106, P.S. Garfa, District South 24 Parganas, Kolkata -700 078, within limits of Kolkata Municipal Corporation, **Premises No. 34, Purbachal Road , Ward No. 106,** District 24 Parganas(South), within then Sub-Registrar Office at Alipore, at Present Sealdah, previously within the jurisdiction of Kolkata

Municipal Corporation, and being Kolkata Municipal Corporation , which is butted and bounded as follows:

- On the North : Land of Tirtha Bashi Majumder.
- On the South : Land of Narayan Chandra Roy.
- On the East : Sailendra Kumar Majumder.
- On the West : 12 ft wide Road.

-:: THE SCHEDEULE "B" ABOVE REFERRED TO ::-

ALL THAT piece and parcel of one residential Flat, being No. 2A, on the Second Floor, (Marble Flooring) West side measuring 1060 sq. ft. super built up area more or less comprising of three Bed rooms, one Drawing room, two Toilets, Kitchen and Dining space and one Balcony and One Car Parking Space, measuring about 120 Sq.ft. on the Ground floor of the said building together with undivided proportionate share in land and common benefits of KMC being Premises No. 34, Purbachal Road, Kolkata-700078, P.S-Garfa, Ward No. 106, District – South 24 Parganas, now Kolkata Municipal Corporation, within the SCHEDEULE "A" Property, having all common amenities and facilities and the common enjoyment of all common portions spaces passage etc. thereto, more fully described and written in the Schedule "C" hereunder. The said flat and the car parking space have been delineated with "RED" border line in the MAP or PLAN attached herewith being the part of these presents, along with absolute rights on all doors, windows, fittings, fixtures, walls and common amenities and facilities thereto. The Vendor's entire right title and interest in all common parts and service areas, which are to be vest proportionately to the Purchasers herein with the other Owners of the Flats in the said Building at the said Municipal premises. All the easement rights