

DEED OF CONVEYANCE

1. **Date :**


2. **Place : Kolkata**

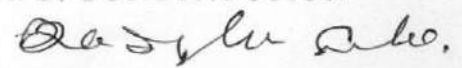
3. **Parties :**

3.1 **THE ANNAPURNA TRUST [PAN. AAEEA0584A]**, a Hindu Trust, having its registered address at 20, Hindusthan Park, P.O. Sarat Bose Road, P.S. Rabindra Sarabar (previously Gariahat), Kolkata - 700029, District South 24 Parganas, West Bengal.

The said Annapurna Trust duly represented by its constituted attorney, (1) **RADHESHYAM SAHA [PAN. AKZPS9689Q], [AADHAAR NO. 611374514728] & [MOBILE NO. 9831895502]**, son of Late Hari Pada Saha, residing at 2/H/2, Taltala Lane, P.O. Entally, P.S. Taltola, Kolkata - 700014, District - Kolkata, West Bengal & (2) **PRAJAPATI NIRMAN LLP [PAN. ABAFP9949A]**, having its Registered Office at 1st Floor, 41A, Tara Chand Dutta Street, P.O. Kolutolla, P.S. Jorasanko, Kolkata - 700073, District - Kolkata, West Bengal (represented by its designated partner, **SANDEEP KUMAR SARAOGI [PAN. AIIPS2104F], [AADHAAR NO. 390030226095] & [MOBILE NO. 9830035958]**, son of Shyam Sunder Saraogi, residing at 1st Floor, 41A, Tara Chand Dutta Street, P.O. Kolutolla, P.S. Jorasanko, Kolkata - 700073, District - Kolkata, West Bengal), Partners of **R.S. CONSTRUCTION [PAN. ABDFR8952N]**, having its Registered Office at 208, Rash Behari Avenue, 1st Floor, P.O. Sarat Bose Road, P.S. Rabindra Sarabar (previously Gariahat), Kolkata - 700029, District South 24 Parganas, West Bengal, Developer herein, by executing a Registered Development Power of Attorney, which was registered on 23.02.2022, registered in the office of the A.R.A. IV, Kolkata and recorded in Book No. I, Volume No. 1904-2022, Page from 334388 to 334419, being Deed No. 190403380 for the year 2022.

Hereinafter called and referred to as the **"LANDOWNER/VENDOR"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its office bearers, trustees, executors, administrators, representative and assigns and nominee or nominees) of the **FIRST PART**.

R. S. CONSTRUCTION

 Partner

R. S. CONSTRUCTION

 Partner

AND

3.2 [PAN.] [AADHAAR NO.]
] [MOBILE NO.], son/wife/daughter of
, by faith -, by occupation -
, by nationality - Indian, residing at

..... [PAN.] [AADHAAR NO.]
] [MOBILE NO.], son/wife/daughter of
, by faith -, by occupation -
, by nationality - Indian, residing at

Hereinafter called and referred to as the "**PURCHASER/S**" (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

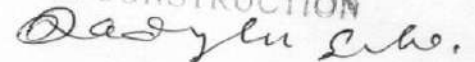
3.3 **R.S. CONSTRUCTION [PAN. ABDFR8952N]**, a Partnership Firm, having its Registered Office at 208, Rash Behari Avenue, 1st Floor, P.O. Sarat Bose Road, P.S. Rabindra Sarabar (previously Gariahat), Kolkata - 700029, District South 24 Parganas, West Bengal, represented by its Partners namely (1) **RADHESHYAM SAHA [PAN. AKZPS9689Q], [AADHAAR NO. 611374514728] & [MOBILE NO. 9831895502]**, son of Late Hari Pada Saha, residing at 2/H/2, 1st Floor, Taltala Lane, P.O. Entally, P.S. Taltola, Kolkata - 700014, District - Kolkata, West Bengal, & (2) (4) **PRAJAPATI NIRMAN LLP [PAN. ABAFP9949A]**, having its Registered Office at 1st Floor, 41A, Tara Chand Dutta Street, P.O. Kolutolla, P.S. Jorasanko, Kolkata - 700073, District - Kolkata, West Bengal (represented by its designated partner, **SANDEEP KUMAR SARAOGI [PAN. AIIPS2104F], [AADHAAR NO. 390030226095] & [MOBILE NO. 9830035958]**, son of Shyam Sunder Saraogi, residing at 1st Floor, 41A, Tara Chand Dutta Street, P.O. Kolutolla, P.S. Jorasanko, Kolkata - 700073, District - Kolkata, West Bengal).

Hereinafter called and referred to as the "**DEVELOPER/CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the

R. S. CONSTRUCTION


 Partner

R. S. CONSTRUCTION



Partner

context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the **THIRD PART**.

Landowner/Vendor, 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**, ALONGWITH piece and parcel of one **Covered Car Parking Space (without shutter)**, on the **Ground Floor**, measuring **Square Feet be the same a little more or less of super built up area**, lying and situate in the building namely "**ANNAPURNA ENCLAVE**", lying and situated at and being Premises No. 20/1, Hindusthan Park, P.O. Sarat Bose Road, P.S. Gariahat (now Rabindra Sarabar), Kolkata - 700029, within the local limit of Kolkata Municipal Corporation, having Assessee No. 110861507099, in Ward No. 86, Borough No. VIII, District South 24 Parganas, West Bengal, morefully described in the Second Schedule hereunder written, lying and situated on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided share of land, common areas, common amenities and common facilities of the said property lying in the said building [**SOLD PROPERTY/SAID PROPERTY**].

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

:

5.1 **Representations and Warranties Regarding Title** : The Landowner/Vendor and the Developer/Confirming Party have made the following representation to the Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF THE ANNAPURNA TRUST, LANDOWNER HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

R. S. CONSTRUCTION

SS Sarangi
Partner

R. S. CONSTRUCTION

Daaylu Saha,
Partner

- 5.1.1.1 **Absolute Ownership of Jitendra Nath Ghosh** : One Jitendra Nath Ghosh, since deceased was the absolute owner of ALL THAT the premises containing land measuring 10 (Ten) Cottahs 8 (Eight) Chittacks 24 (Twenty Four) sq.ft. more or less, being Municipal Premises No. 20, Hindusthan Park, Kolkata - 700029, AND another premises containing land measuring 10 (Ten) Cottahs 9 (Nine) Chittacks 23 (Twenty Three) sq.ft. more or less, being Municipal Premises No. 208, Rash Behari Avenue, Kolkata - 700029 [Hereinafter referred to as the SAID PROPERTIES].
- 5.1.1.2 **Will by the said Jitendra Nath Ghosh** : The said Jitendra Nath Ghosh, who was governed by Dayabhaga School of Hindu Law, died leaving his Last Will & Testament dated 04.07.1958. In the said Will, the said Jitendra Nath Ghosh appointed one (1) Kamal Kumar Ghosh & (2) Amal Kumar Ghosh, both sons of his younger brother, Late Digendra Nath Ghosh, as the Joint Executors of his estate. By virtue of the said Will, the said Jitendra Nath Ghosh devised and bequeathed his aforesaid property in favour of the said (1) Kamal Kumar Ghosh & (2) Amal Kumar Ghosh in equal proportion.
- 5.1.1.3 **Probate of Will** : After demise of the said Jitendra Nath Ghosh, the said (1) Kamal Kumar Ghosh & (2) Amal Kumar Ghosh filed a Probate Case before the Hon'ble High Court, Calcutta vide Probate Case No. 89 of 1959. The Hon'ble High Court, Calcutta duly granted the probate of the said Will under Probate Case No. 89 of 1959, and further appointed the said (1) Kamal Kumar Ghosh & (2) Amal Kumar Ghosh as the joint executors.
- 5.1.1.4 **Deed of Transfer & Ownership** : By a Deed of Transfer dated 12.12.1964, registered in the office of the A.D.S.R. Alipore, South 24 Parganas, the said joint Executors transferred the said property, in favour of the beneficiaries, the said (1) Kamal Kumar Ghosh & (2) Amal Kumar Ghosh. Thus on the basis of the aforementioned facts and circumstances, the said (1) Kamal Kumar Ghosh & (2) Amal Kumar Ghosh, became the absolute joint owners of the Said Property and each having possessed undivided fifty percent share in the said property.
- 5.1.1.5 **Creation of Trust** : The said co-owner, Kamal Kumar Ghosh created a Trust, namely, 'Annapurna Trust', for performance of daily seva and puja of the Deity Shree Annapurna, with specific direction that the said Trust shall be for a period of fifty years and that on completion of the said

R. S. CONSTRUCTION



Partner

R. S. CONSTRUCTION



Partner

period all moveable and immoveable assets as may then belong to the said Trust would devolve upon the beneficiaries and legal heirs of the said Amal Kumar Ghosh. The said Deed of Trust was registered on 29.06.2010, registered in the office of the A.D.S.R. Alipore, South 24 Parganas, and recorded in Book No. IV, being Deed No. 1642 for the year 2010.


5.1.1.6 **Will by the said Kamal Kumar Ghosh :** The said Kamal Kumar Ghosh died on 16.10.2011, leaving his Last Will & Testament dated 21.02.2011, registered in the office of the D.S.R. Alipore, South 24 Parganas and recorded in Book No. III, Serial No. 01383, being Deed No. 00056 for the year 2011. In the said Will, the said Kamal Kumar Ghosh, appointed his younger brother, the said Amal Kumar Ghosh and his wife, Lakshmi Ghosh as the Joint Executors. In accordance with the said Will, the said Testator, Kamal Kumar Ghosh, since deceased, gave, devised and bequeathed his undivided fifty percent share or interest in the said property, unto and in favour of the said trust, 'Annapurna Trust' absolutely.

5.1.1.7 **Probate of Will & Ownership of 'Annapurna Trust' :** The said Executors, (1) Amal Kumar Ghosh & (2) Lakshmi Ghosh filed a Probate Case before the Ld. District Delegate at Alipore, vide Probate Case No. 177 of 2012. The Ld. Court duly granted the probate of the said Will under Probate Case No. 177 of 2012. Thus on the basis of the said order passed by the Ld. Court under the aforementioned probate case, the said 'Annapurna Trust', became the absolute owner of undivided fifty percent share or interest in the Said Property.

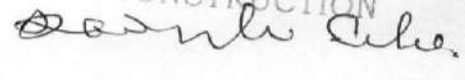
5.1.1.8 **Demise of Trustees and Appointment of New Trustee :** The said Lakshmi Ghosh, one of the Trustees of Annapurna Trust died on 19.01.2014. Subsequently one Jayjeet Nath Ghosh, Trustee (the only son of Amal Kumar Ghosh) also died on 06.03.2016. After the demise of the aforesaid trustees, the Board of the Trustees appointed one (1) Buddhadev Biswas, Ranu Ghosh (widow of Jayjeet Nath Ghosh) & (3) Pinaki Mukherjee (son in law of Amal Kumar Ghosh) as the trustees of the said Trust.

5.1.1.9 **Registered Deed of Memorandum of Partition & Absolute Ownership of Annapurna Trust :** The said Amal Kumar Ghosh of the One Part and

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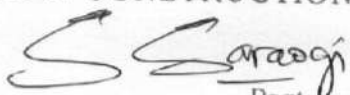
R. S. CONSTRUCTION

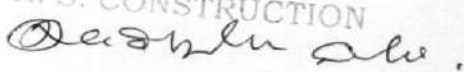

Partner

the said Annapurna Trust of the Other Part, executed a Registered Deed of Memorandum of Partition, which was registered on 08.12.2017, registered in the office of the D.S.R.-I, Alipore, South 24 Parganas, and recorded in Book No. I, Volume No. 1601-2017, Page from 116892 to 116937, being Deed No. 160103679 for the year 2017.

On the basis of the said Registered Deed of Memorandum of Partition, bearing Deed No. 160103679 for the year 2017, the said Annapurna Trust, got and became the absolute owner of ALL THAT piece and parcel of plot of land measuring 4 (Four) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. more or less together with pucca brick built asbestos shed measuring 1000 sq.ft. more or less, out of which a Chinese Restaurant occupied measuring 600 sq.ft. more or less, lying and situated at and being portion of Municipal Premises No. 20, Hindusthan Park, P.S. Gariahat, Kolkata - 700029, morefully described in the First Schedule hereunder written, and which is morefully described in the 'Lot-A2' of the 'Schedule-I' of the said Registered Deed of Partition.

- 5.1.1.10 **Record by Annapurna Trust** : After having absolute possession and absolute ownership over the aforesaid property, the said Annapurna Trust duly recorded and mutated its names in the record of the concerned Kolkata Municipal Corporation, being Municipal Premises No. 20/1, Hindusthan Park, P.S. Gariahat, Kolkata - 700029, having Assessee No. 110861507099, in Ward No. 86.
- 5.1.1.11 **Resolution** : By a Resolution unanimously passed at the meeting of the Board of Trustees of the said Trust held on 12.07.2017, the said Annapurna Trust agreed to retain and appoint one R.S. Construction as the Developer of the said plot of land being land and Premises No. 20/1, Hindusthan Park, Kolkata - 700029 (hereinafter referred to as the "said Premises) for construction of building thereat on terms and conditions to be recorded in the Joint Venture Agreement between the parties.
- 5.1.1.12 **Application under Section-34 of Indian Trust Act & Deed of Amendment** : It is to be noted here that on an application under Section-34 of the Indian Trust Act, being Misc. Case No. 206 of 2016, before the Ld. District Judge, Alipore, inter alia, praying for permission to sell and/or entrust development of the said trust property, the Ld. Court by an order dated 09.10.2018 held that the Trust is a Private Trust and the property is a debotter property and that the case is not tenable under Section-34 of the Indian Trust Act. The petitioner Trust, however, do not

R. S. CONSTRUCTION

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R. S. CONSTRUCTION

 Partner

require any permission from the Court to develop the debotter property or transfer portion of it for the benefit of the deity.

By a Deed of Amendment dated 07.01.2019, registered in the office of the A.D.S.R. Alipore, and recorded in Book No. IV, Volume No. 1605-2019, Page from 812 to 829, being Deed No. 160500013 for the year 2019, the Deed of Trust dated 29.06.2010 in respect of the said 'Annapurna Trust' was amended by deleting Clause No. 13 of the said Trust Deed and further confirming absolute right of sale, mortgage, joint promotion of the Trust properties by the Trust.

5.1.2 **REGISTERED DEVELOPMENT AGREEMENT & DEVELOPMENT POWER OF ATTORNEY EXECUTED IN BETWEEN ANNAPURNA TRUST & RADHESHYAM SAHA, PROPRIETOR OF M/S. R.S. CONSTRUCTION, DEMISE OF BUDDHADEV BISWAS AND SANCTIONED OF BUILDING PLAN :**

5.1.2.1 **Registered Development Agreement & Registered Development Power of Attorney :** It is to be noted here that the said 'Annapurna Trust', Landowner herein, entered into a Registered Development Agreement with one Radheshyam Saha, Proprietor of M/s. R.S. Construction, Developer therein, for developing the said Premises No. 20/1, Hindusthan Park, Kolkata - 700029, and which is morefully described in the First Schedule hereunder written, with some terms and conditions mentioned therein. The said Development Agreement was registered on 26.12.2019, registered in the office of the A.D.S.R. Alipore, and recorded in Book No. I, Volume No. 1605-2020, Page from 2156 to 2236, being Deed No. 160507488 for the year 2019.

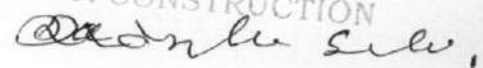
On the basis of the said Registered Development Agreement dated 26.12.2019, the said 'Annapurna Trust', executed a Registered Development Power of Attorney, appointed the said Radheshyam Saha, Proprietor of M/s. R.S. Construction, Developer therein as its constituted attorney. The said Development Power of Attorney was registered on 31.12.2019, registered in the office of the A.D.S.R. Alipore, and recorded in Book No. I, Volume No. 1605-2020, Page from 8591 to 8621, being Deed No. 160500069 for the year 2020.

5.1.2.2 **Demise of Buddhadev Biswas & Appointment of New Trustee :** The said Buddhadev Biswas, trustee cum secretary of the Annapurna Trust, died on 23.01.2021, after his demise, one Pinaki Mukherjee was

R. S. CONSTRUCTION


Partner

R. S. CONSTRUCTION


Partner

appointed as the new trustee cum secretary of the Annapurna Trust, vide resolution dated 15.03.2021.

5.1.2.3 **Sanction of Building Plan** : It is to be noted here that the said Radheshyam Saha, Proprietor of M/s. R.S. Construction, Developer therein as constituted attorney of the said Annapurna Trust, duly sanctioned a building plan on the said Premises No. 20/1, Hindusthan Park, P.S. Gariahat, Kolkata - 700029, from the concerned Kolkata Municipal Corporation, vide Sanctioned Building Permit No. 2020080064 dated 23.02.2021.

5.1.3 **CANCELLATION OF REGISTERED DEVELOPMENT AGREEMENT DATED 26.12.2019 & REVOCATION OF DEVELOPMENT POWER OF ATTORNEY DATED 31.12.2019 :**


5.1.3.1 **Cancellation of Registered Development Agreement dated 26.12.2019** : The said Annapurna Trust, Landowner herein with consent and concurrence of the said Radheshyam Saha, Proprietor of M/s. R.S. Construction, Developer therein, cancelled the said Registered Development Agreement dated 26.12.2019 executed in between them, by executing a Registered Deed of Cancellation, which was registered on 23.02.2022, registered in the office of the A.R.A.-IV, Kolkata, and recorded in Book No. I, Volume No. 1904-2022, Page from 333566 to 333589, being Deed No. 190403351 for the year 2022.

5.1.3.2 **Revocation of Registered Development Power of Attorney dated 31.12.2019** : The said Annapurna Trust, Landowner herein with consent and concurrence of the said Radheshyam Saha, Proprietor of M/s. R.S. Construction, Developer therein, revoked the said Registered Development Power of Attorney dated 31.12.2019 executed in between them, by executing a Registered Declaration for Cancellation of Power of Attorney, which was registered on 23.02.2022, registered in the office of the A.R.A.-IV, Kolkata, and recorded in Book No. I, Volume No. 1904-2022, Page from 4637 to 4658, being Deed No. 190400052 for the year 2022.

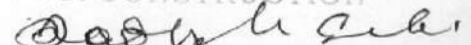
5.1.4 **FORMATION OF PARTNERSHIP FIRM :**

5.1.4.1 **Formation of Partnership Firm namely R.S. Construction** : It is to be mentioned here that since after cancellation and revocation of the said Registered Development Agreement and Registered Development Power of

R. S. CONSTRUCTION


Partner

R. S. CONSTRUCTION



Partner

Attorney, the said Radheshyam Saha formed a Partnership Firm under the name and style of 'R.S. Construction' on 17.09.2021, consisting its partners namely (1) Radheshyam Saha, (2) Md. Monirul Islam Mullick, (3) Debatosh Roy & (4) Prajapati Nirman LLP.

5.1.5 **FRESH REGISTERED DEVELOPMENT AGREEMENT & REGISTERED DEVELOPMENT POWER OF ATTORNEY EXECUTED IN BETWEEN THE SAID ANNAPURNA TRUST AND R.S. CONSTRUCTION :**

5.1.5.1 **Fresh Registered Development Agreement :** The said Annapurna Trust, Landowner herein and the said R.S. Construction, Developer herein, upon considering the aforementioned facts and circumstances, freshly executed a Registered Development Agreement in respect of the said Premises No. 20/1, Hindusthan Park, P.S. Gariahat, Kolkata - 700029, and which is morefully described in the First Schedule hereunder written, with some fresh terms and conditions mentioned in the said Registered Development Agreement. The said Development Agreement was registered on 23.02.2022, registered in the office of the A.R.A.-IV, Kolkata, and recorded in Book No. I, Volume No. 1904-2022, Page from 333590 to 333643, being Deed No. 190403352 for the year 2022.

5.1.5.2 **Registered Development Power of Attorney :** On the basis of the said Registered Development Agreement dated 23.02.2022, the said Annapurna Trust, Landowner herein, duly appointed and nominated the said (1) Radheshyam Saha & (2) Prajapati Nirman LLP, Partners of R.S. Construction, Developer herein, as its constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Development Power of Attorney was registered on 23.02.2022, registered in the office of the A.R.A.-IV, Kolkata, and recorded in Book No. I, Volume No. 1904-2022, Page from 334388 to 334419, being Deed No. 190403380 for the year 2022.

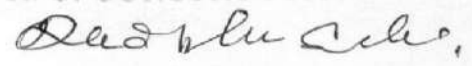
5.1.6 **CONSTRUCTION OF BUILDING NAMELY ANNAPURNA ENCLAVE :**

5.1.6.1 **Construction of Building :** On the basis of the aforesaid sanctioned building plan duly sanctioned by the concerned Kolkata Municipal Corporation vide Sanctioned Building Permit No. 2020080064 dated 23.02.2021 (as described in Clause No. 5.1.2.3), the said R.S. Construction, Developer herein, is constructing a multi storied building namely "**ANNAPURNA ENCLAVE**" on the said plot of land/premises, which is morefully described in the First Schedule hereunder written.

R. S. CONSTRUCTION


Partner

R. S. CONSTRUCTION


Partner

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

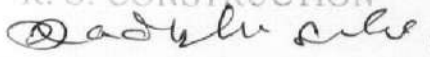
5.1.7.1 **Desire of Purchaser for purchasing a Flat & Covered Car Parking Space from Developer's Allocation :** The Purchaser/s herein perused and inspected Title Deeds, Registered Development Agreement, Registered Development Power of Attorney After Registered Development Agreement, Building Sanctioned 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, R.S. 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,** ALONGWITH piece and parcel of one **Covered Car Parking Space (without shutter),** on the **Ground Floor,** measuring **Square Feet be the same a little more or less of super built up area,** lying and situate in the said building namely **"ANNAPURNA ENCLAVE",** lying and situated at and being Premises No. 20/1, Hindusthan Park, P.O. Sarat Bose Road, P.S. Gariahat (now Rabindra Sarabar), Kolkata - 700029, within the local limit of Kolkata Municipal Corporation, having Assessee No. 110861507099, in Ward No. 86, Borough No. VIII, District South 24 Parganas, West Bengal, 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 & COVERED CAR PARKING SPACE/SAID PROPERTY**].

5.1.7.2 **Acceptance by Developer :** The Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers and agreed to sell the **SAID FLAT & COVERED CAR PARKING SPACE/SAID PROPERTY** morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.7.3 **Consideration :** The total sale consideration of the **SAID FLAT** is **Rs..... (Rupees)** only, AND the total sale consideration of the **SAID COVERED CAR PARKING**

R. S. CONSTRUCTION

 Partner

R. S. CONSTRUCTION

 Partner

SPACE is **Rs.....** (**Rupees**
) **only**, in aggregated consideration
 of **Rs.....** (**Rupees**
) **only**, and
 subsequently the Purchasers herein already paid the same to the said
 R.S. Construction, Developer/Confirming Party herein as per memo
 attached herewith.


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

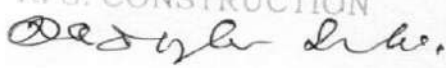
5.1.8.1 **Land Share :** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat & Covered Car Parking Space morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall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

5.1.8.2 **Share In Common Portions :** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building is attributable to the Said Flat & Covered Car Parking Space (**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 & Covered Car Parking Space bear to the total super built-up area of the Said Building.

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

6.1 **No Acquisition/Requisition :** The Landowner/Vendor and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat & Covered Car Parking Space and/or any part of the property in which the building is lying and declare that the Said Flat & Covered Car Parking Space is/are not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

R. S. CONSTRUCTION

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R. S. CONSTRUCTION

 Partner

- 6.1.1 **No Encumbrance** : The Landowner/Vendor 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 easement, whereby the Said Flat & Covered Car Parking Space or any part thereof can or may be impeached, encumbered or affected in title.
- 6.1.2 **Right, Power and Authority to Sell** : The Landowner/Vendor 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 & Covered Car Parking Space to the Purchasers herein.
- 6.1.3 **No Dues** : No tax in respect of the Said Flat & Covered Car Parking Space is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowner/Vendor and the Developer/Confirming Party herein.
- 6.1.4 **No Mortgage** : No mortgage or charge has been created by the Landowner/Vendor and the Developer/Confirming Party in respect of the Said Flat & Covered Car Parking Space or any part thereof.
- 6.1.5 **No Personal Guarantee** : The Said Flat & Covered Car Parking Space is/are 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 Landowner/Vendor and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat & Covered Car Parking Space or any part thereof.

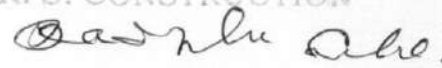
7. **BASIC UNDERSTANDING :**

- 7.1 **Agreement to Sell and Purchase** : The Purchasers herein have approached to the Developer/Confirming Party and the Landowner/Vendor and offered to purchase the **SAID FLAT & COVERED CAR PARKING SPACE/SAID PROPERTY** 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 & Covered Car Parking Space from the Developer/Confirming Party and

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Landowner/Vendor herein, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said property on

8. **TRANSFER :**

8.1 **Hereby Made :** The Landowner/Vendor and Developer/Confirming Party hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT & COVERED CAR PARKING SPACE/SAID PROPERTY** 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, 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, lispensens, 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 :

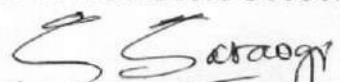
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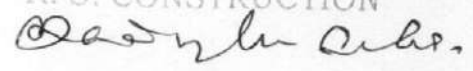
- 9.2.1 **Indemnification** : Indemnification by the Landowner/Vendor and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowner/Vendor and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowner/Vendor and Developer/Confirming Party shall at cost of the Purchasers, forthwith take all necessary steps to remove and/or rectify.
- 9.2.2 **Transfer of Property Act** : All obligations and duties of Landowner/Vendor 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 & Covered Car Parking Space have been handed over by the Landowner/Vendor 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 & Covered Car Parking Space relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowner/Vendor and Developer/Confirming Party with regard to which the Landowner/Vendor 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 Landowner/Vendor 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 & Covered Car Parking Space 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 Landowner/Vendor and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from

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under or in trust from the Landowner/Vendor and Developer/Confirming Party.

9.2.6 **No Objection to Mutation** : The Landowner/Vendor and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned Kolkata Municipal Corporation and/or in any other respective authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowner/Vendor and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat & Covered Car Parking Space 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 Landowner/Vendor and Developer/Confirming Party hereby covenant that the Landowner/Vendor 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 Purchasers 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 Plot of Land & Premises]

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring **4 (Four) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. be the same a little more or less**, situated at and lying at 20, Hindusthan Park, Kolkata - 700029, out of the total land measuring 10 (Ten) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less under KMC Ward No. 86, P.S. Gariahat formerly portion of the Premises No. 20, 46, 47, 47/1, Gariahat Road and No. 41, 39/1 & 53, Monoharpukur Road, and being Lot No. 4, in Improvement Scheme No. 3, being the part of the Holding No. 297, Division-P, in Sub-Division-6, Dihi Panchanna Gram, P.S. Ballygunge, Sub-Registration Dist. Alipore, in District 24 Parganas, presently partitioned separated vide Memorandum of Partition dated 08.12.2017, and accordingly mutated cum separated by allotment of **New Premises No. 20/1, Hindusthan Park, P.O. Sarat Bose Road, P.S. Gariahat (now Rabindra Sarabar), Kolkata - 700029**, within the local limit of Kolkata Municipal Corporation, having **Assessee No. 110861507099**, in Ward No. 86, Borough No. VIII, in the District South 24 Parganas, in the State of West Bengal. The said plot of land is butted & bounded as follows :-

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- ON THE NORTH : By Premises No. 208, Rash Behari Avenue.
 ON THE SOUTH : By 20, Hindusthan Park, under Schedule-I, in the name of Amal Kumar Ghosh.
 ON THE EAST : By Premises No. 21, 21A, B.C. Hindusthan Park.
 ON THE WEST : By Hindusthan Park or whom soever otherwise 20 feet wide KMC Road connecting to R.B. Avenue & Hindusthan Park vice versa.

THE SECOND SCHEDULE ABOVE REFERRED TO
[Sold Property / Said Property]
[Description of Flat & Covered Car Parking Space]

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 & Balconies **ALONGWITH** piece and parcel of one cement flooring **Covered Car Parking Space (without shutter)**, on the **Ground Floor**, measuring **Square Feet be the same a little more or less of super built up area**, lying and situate in the said building namely "**ANNAPURNA ENCLAVE**", lying and situated at and being Premises No. 20/1, Hindusthan Park, P.O. Sarat Bose Road, P.S. Gariahat (now Rabindra Sarabar), Kolkata - 700029, within the local limit of Kolkata Municipal Corporation, having Assessee No. 110861507099, in Ward No. 86, Borough No. VIII, District South 24 Parganas, West Bengal, lying and situate on the said plot of land, which is morefully described in the First Schedule hereinabove, together with undivided proportionate share of impartial land, common areas, common amenities and common facilities of the said property lying in the said building. A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO
Part-I
[Description of share of land]

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

Part - II
[Description of share of common areas & common amenities]

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S S Sanyal
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Basu
 Partner

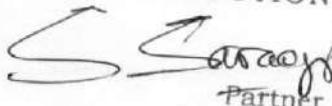
ALL THAT piece or parcel of proportionate impartial share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

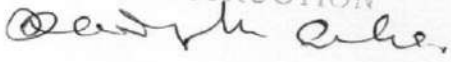
THE FOURTH SCHEDULE ABOVE REFERRED TO
[Common Areas & Amenities]

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Overhead Water reservoir/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except 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. Lights and fittings in the common area and spaces.
- :: Open and/or covered paths and passages.
- :: Ultimate Roof of the building.
- :: Water pump/s, water pipe line and motor/s.
- :: Boundary walls and main gates of the Said Building.
- :: Right of common passage in common portion, installation of T.V. Antena, A.C. Outdoor units etc.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

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.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.

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3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipment's and personnel deputed for the building.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
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].
7. Insurance : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipment's 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.
9. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said building 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.

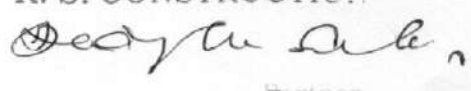
THE SIXTH SCHEDULE ABOVE REFERRED TO
[Rights and obligations of the Purchasers]

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 & car parking space of the building :

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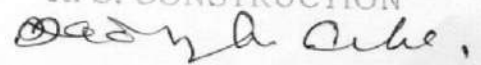
1. The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat & car parking space including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchasers shall have to maintain the floor of the said flat & car parking space, 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 property described in schedule in any manner, so as to effect the vendor/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.
8. To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.
9. Right to park one small sized car/two wheeler in the car parking space without disturbing the other car parking space owners of the building. The

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car owners will be bound to accommodate their car space with other car owners as and when needed.

Obligations :

1. The purchasers shall not store any inflammable and/or combustible articles in the said flat & car parking space, 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.
3. The purchasers shall not make any additions and alterations in the property, whereby the main building may be damaged, but the purchasers shall be entitled to erect wooden partition only 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 for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.
5. The purchasers will not allow to construct any kind of partition in the said car parking space.
6. The purchasers will not fix and/or construct any shed/shutter over the open space of the said car parking space.
7. The purchasers use the said car parking space as it is condition as the developer constructed in the said building.
8. The purchasers must allow the other car parking space owners for free access or free moving of his/her/their car in the building.
9. Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building 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.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

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S. S. Sarao
Partner

R. S. CONSTRUCTION

Sanjay K. Saha
Partner

[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building 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 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.
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 with regard to 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

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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.

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 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 fulfillment 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.

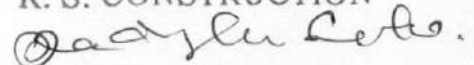
SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

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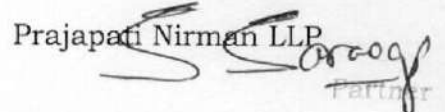


Partner

Radheshyam Saha

R. S. CONSTRUCTION

Prajapati Nirman LLP



Partner

As Constituted Attorney of
The Annapurna Trust
Landowner/Vendor

2.


Purchaser

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Partner

Radheshyam Saha

R. S. CONSTRUCTION



Partner

Prajapati Nirman LLP
(Represented by its designated
partner, Sandeep Kumar Saraogi)
All Partners of R.S. Construction

Developer/Confirming Party**MEMO OF CONSIDERATION**

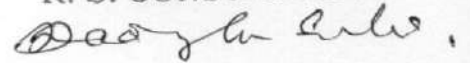
Received with thanks from the above named purchasers, a sum of **Rs..... (Rupees)** only towards the total consideration of the said flat & car parking space, which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land, which is morefully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

<u>Transfer/Cheque No.</u>	<u>Date</u>	<u>Bank's Name</u>	<u>Amount</u>
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Witnesses :-

1.

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Partner

Radheshyam Saha

2.

R. S. CONSTRUCTION



Partner

Prajapati Nirman LLP

(Represented by its designated
partner, Sandeep Kumar Saraogi)

All Partners of R.S. Construction

Developer/Confirming Party

DATED THE DAY OF 2023

DEED OF CONVEYANCE**BETWEEN**

The Annapurna Trust

Landowner/Vendor**Purchaser**

R.S. Construction

Developer/Confirming Party**Drafted By****Pinaki Chattopadhyay & Associates**

Advocates

Sangita Apartment, Ground Floor
Teghoria Main Road
Kolkata - 700157
Ph. : 9830061809

Composed By

Jayashree Mondal
Teghoria Main Road
Kolkata - 700157