

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the ___ day of ___, 2024
(Two Thousand and Twenty Four),

BETWEEN

(1) SMT. SNIGDHA SAHA(Pan – AMAPS113Q, Aadhaar No. 4408 1796
9929, Mobile No. 9433506540), wife of Banshi Badan Saha, by faith – Hindu,
by Nationality – Indian, by Occupation – Housewife, residing at 4A,

Paddapukur Square, Police Station Watgunge, Post Office Khidderpore, Kolkata- 700023, District : South 24- Parganas, & **(2) SMT. ARPITA SAHA**(Pan No. – APLPS9807B, Aadhaar No. 9483 2512 7542, Mobile No. 9163729877), wife of Bhaskar Saha, by faith – Hindu, by Nationality – Indian, by Occupation – Housewife, residing at P-245/1, Raja Rajendralal Mitra Road, Police Station & Post Office – Belegkata, Kolkata- 700010, represented by their Power of Attorney holder namely **NIKKI CONSTRUCTION**, having its Office at 3C, Gangadhar Banerjee Lane, Police Station - Watgunge, Post Office – Khidderpore, Kolkata – 700023, Kolkata - 700023, District South 24 Parganas, represented by its Sole Proprietor **RANJIT SINGH** (PAN no- ALSPTS1952N, Aadhaar no – 877043432075, Mobile no-9051097857), son of Late Chottu Singh, By Faith – Hindu, By Occupation – Business, By Nationality – Indian, residing at 3C, Gangadhar Banerjee Lane, Police Station Watgunge, Post Office – Khidderpore, Kolkata – 700023, District South 24 Parganas, by executing a Registered Development Power of attorney dated 17.12.2020, which was registered at the Office of the District Sub Registrar - I, Alipore, South 24- Parganas and it was recorded in Book No. I, Volume No. 1601-2020, Page from 83639 to 83668, Being No. 160101765 for the year, 2020, hereinafter referred to as the **OWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the context mean and include their heirs, executors, administrators, legal representatives and assigns etc.) of the **ONE PART**.

AND

1. ---- _____, By Faith – Hindu, By Occupation – _____, By Nationality – Indian, residing at _____, **2.** _____, Wife of _____, By Faith – Hindu, By Occupation – _____, By Nationality – Indian, residing at _____, hereinafter referred to as **PURCHASERS** (which expression shall unless excluded by or repugnant to

the context mean and include their heirs, executors, administrators, legal representatives and assigns etc.) of the **SECOND PART**.

AND

NIKKI CONSTRUCTION, having its Office at 3C, Gangadhar Banerjee Lane, Police Station Watgunge, Post Office – Khidderpore, Kolkata – 700023, Kolkata - 700023, District South 24 parganas, represented by its Sole Proprietor **RANJIT SINGH** (PAN no- **ALSPS1952N**, Aadhaar no – **877043432075**, Mobile no-**9051097857**), son of Late Chottu Singh, By Faith – Hindu, By Occupation – Business, By Nationality – Indian, residing at 3C, Gangadhar Banerjee Lane, Police Station Watgunge, Post Office – Khidderpore, Kolkata – 700023, District South 24 Parganas, hereinafter called or referred to as the **DEVELOPER/CONFIRMING PARTY/THIRD PARTY** (which terms and expression shall unless excluded by or repugnant to the context mean and include his heirs, executors, legal representatives and assigns) of the **THIRD PART**.

WHEREAS one Mahim Chandra Dey Sarkar, since deceased purchased the **ALL THAT** piece and parcel of Bastu land measuring about 11 (Eleven) Cottah 9 (Nine) Chittack more or less along with partly two storied residential Building standing thereon and on the ground floor measuring about 6656 sq. feet constructed area and on the first floor measuring about 5720 sq. feet constructed area at premises no. 10/2, Michael Dutta Street now known as Michael Madhusudan Dutta Sarani, P.S. Watgunge, P.O. Khidderpore, Kolkata- 700023, District : South 24- Parganas, within the limits of Ward No. 76 under Borough – IX being Assessee No. 1107613000118 of K.M.C., which is morefully described in the schedule

“First” below and it was registered at the office of the Joint Registrar at Alipore in Book No. I, volume No. 33, Pages 56 to 60, Being No. 2823 for the year, 1928 and since then he was enjoying and possessing the said land and building duly recording and mutating his name in the records of Calcutta Municipal Corporation paying the Corporation taxes etc. regularly;

AND WHEREAS the said Sri Mahim Chandra Dey Sarkar died on or about 22.04.1974;

AND WHEREAS the said Mahim Chandra Dey Sarkar, during his life time executed a Deed of settlement on 30.07.1956 in favour of all his four sons Sri Kali Sadhan Dey Sarkar, Kali Kumar Dey Sarkar, Kali Sankar Dey Sarkar, Sri Kali Mohon Dey Sarkar, registered at the Office of the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 100, Pages 201 to 203, Being No. 5882 for the year, 1956;

AND WHEREAS after death of said Mahim Chandra Dey Sarkar is aforesaid four sons are become the Owners in respect of the schedule “First” property as per terms of the aforesaid deed of settlement;

ANDWHEREAS for the necessity of money the aforesaid four sons of Late Mahim Chandra Dey Sarkar namely - Sri Kali Sadhan Dey Sarkar, Kali Kumar Dey Sarkar, Kali Sankar Dey Sarkar, Sri Kali Mohon Dey Sarkar decided to sell the schedule “First” mentioned property at a marketable consideration price;

ANDWHEREAS after knowing the intention of the said Sri Kali Sadhan Dey Sarkar, Kali Kumar Dey Sarkar, Kali Sankar Dey Sarkar, Sri Kali Mohon Dey Sarkar , vendors therein, the Owners s in this deed along with the other two Owners namely – 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square, P.S. Watgunge, Kolkata - 700023,are willing to purchase the Schedule “A” Property and thereafter by executing 08 (eight) several deeds the Owners herein are purchased the schedule “First” property at the marketable consideration price, the said 8(eight) deeds of conveyance which are detailed below in the following manner : -

- 1) Deed of Conveyance dated 14th day of June, 1999 executed by and between Sri Kali Mohan Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square, P.S. Watgunge, Calcutta - 700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar , and it was registered at the Office of District Sub – Registrar , South 24- Parganas at Alipore Book No. 1, volume No. 28, Pages 1 to 15 , Being No. 1134 for the year 1999.

- 2) Deed of Conveyance dated 16th day of June, 1999 executed by and between Sri Kali Mohan Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square, P.S. Watgunge, Calcutta-700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar, and it was registered at the Office of District Sub – Registrar, South 24- Parganas at Alipore Book No. 1, volume No. 28, Pages 397 to 411 , Being No. 1175 for the year 1999.
- 3) Deed of Conveyance dated 14th day of June, 1999 executed by and between Sri Kali Kumar Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square, P.S. Watgunge, Calcutta-700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar , and it was registered at the Office of District Sub – Registrar , South 24- Parganas at Alipore Book No. 1, Volume No. 24, Pages 214 to 227 , Being No. 989 for the year 1999.
- 4) Deed of Conveyance dated 16th day of June, 1999 executed by and between Sri Kali Kumar Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi

- Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square , P.S. Watgunge, Calcutta-700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar , and it was registered at the Office of District Sub – Registrar , South 24- Parganas at Alipore Book No. 1, Volume No. 28, Pages 287 to 301, Being No. 1163 for the year 1999.
- 5) Deed of Conveyance dated 14th day of June, 1999 executed by and between Sri Kali Sadhan Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square , P.S. Watgunge, Calcutta-700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar, and it was registered at the Office of District : Sub – Registrar, South 24- Parganas at Alipore Book No. 1, Volume No. 28, Pages 16 to 30 , Being No. 1135 for the year 1999.
- 6) Deed of Conveyance dated 16th day of June, 1999 executed by and between Sri Kali Sadhan Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square, P.S. Watgunge, Calcutta-

700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar, and it was registered at the Office of District : Sub – Registrar, South 24- Parganas at Alipore Book No. 1, Volume No. 28, Pages 412 to 426 , Being No. 1176 for the year 1999.

- 7) Deed of Conveyance dated 14th day of June, 1999 executed by and between Sri Kali Sankar Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square, P.S. Watgunge, Calcutta-700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar, and it was registered at the Office of District Sub – Registrar, South 24- Parganas at Alipore Book No. 1, Volume No. 24, Pages 199 to 213 , Being No. 988 for the year 1999.
- 8) Deed of Conveyance dated 16th day of June, 1999 executed by and between Sri Kali Sankar Dey Sarkar as Vendor and 1) Smt. Ashoka Shaw, wife of Dhanapati Shaw, 2) Smt. Snigdha Saha, wife of Banshi Badan Saha, 3) Sri Dhanapati Shaw, son of Gopi Nath Shaw, deceased and 4) Kumari Arpita Saha, daughter of Banshi Badan Saha, all of 4A, Paddapukur Square, P.S. Watgunge, Calcutta-700023 as Purchasers, purchased undivided share of said Kali Mohan Dey Sarkar , and it was registered at the Office of District Sub – Registrar ,

South 24- Parganas at Alipore Book No. 1, Volume No. 28, Pages 302 to 316 , Being No. 1164 for the year 1999.

AND WHEREAS after execution the aforesaid deeds of conveyance the present Owners herein along with the aforesaid other two Owners (now deceased) are the joint Owners in respect of the schedule "First" property;

AND WHEREAS after purchase the aforesaid property the Owners are mutated their names in the record of the Kolkata Municipal Corporation as Owners s of the schedule "First" property and paying taxes regularly;

AND WHEREAS one Dhanapati Shaw, one of the Co-Owners of the Schedule "A" property died on 24.05.2006 leaving behind his legal heirs and successors namely – Smt. Snigdha Saha (Daughter/Owner No.1 herein) and Smt. Ashoka Shaw (Wife) and they are inherited Sri Dhanapati Shaw's 1/4th undivided share as per provisions of Hindu Succession Act, 1956 in respect of the schedule "First" property;

AND WHEREAS the said Ashoka Shaw, one of the Co-Owners of the Schedule "A" property died on 22.06.2014 leaving behind her only legal heir and successor namely – Smt. Snigdha Saha and she inherited Late Ashoka Shaw's undivided share as per provisions of Hindu Succession Act, 1956, in respect of the schedule "First" property;

AND WHEREAS after death of said Dhanapati Shaw and Ashoka Shaw, Smt. Snigdha Saha (Owner no 1 herein) has 3/4th undivided share and Smt. Arpita Saha (Owner No. 2 herein), have 1/4th undivided share of the schedule "First" property;

AND WHEREAS now the said Snigdha Saha and Arpita Saha became the joint owners in respect of **ALL THAT** piece and parcel of Bastu Land measuring about 11 Cottahs 09 Chittacks more or less along with partly two storied residential building standing thereon and on the ground floor measuring about 6656 square feet constructed area more or less and on the first floor measuring about 5720 square feet constructed area more or less at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station Watgunge, P.O. Khidirpore, Kolkata -700023, District : South 24- Parganas, within the limit of Ward No. 76 under Borough No.-IX being Assessee No. 1107613000118 of Kolkata Municipal Corporation, and free from all encumbrances together with all easement rights, title and interest and rights of common facilities, common amenities and to bring all connection in the common passage;

AND WHEREAS the said Snigdha Saha and Arpita Saha became the joint owners had decided to develop the said premises in respect of **ALL THAT** piece and parcel of Bastu Land measuring about 11 Cottahs 09 Chittacks more or less along with partly two storied residential building standing thereon and on the ground floor measuring about 6656 square feet constructed area more or less and on the first floor measuring about 5720 square feet constructed area more or less at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station Watgunge, P.O. Khidirpore, Kolkata -700023, District : South 24- Parganas, within the limit of Ward No. 76 under Borough No.-IX being

Assessee No. 1107613000118 of Kolkata Municipal Corporation, which is morefully described in the schedule "First" below;

AND WHEREAS the present Owners / Vendors have decided to develop the said schedule "First" property and for which the Owners/ Vendors herein were searching a Developer having sufficient knowledge and fund for the same and the Developer coming to the knowledge of such intention of the Owners/ Vendors herein, the Developer has agreed to develop the said property by way of constructing the multi storied building after sanctioned building plan by the Kolkata Municipal Corporation;

AND WHEREAS the Owners / First Parties assured the Developer that the said Premises is free from all encumbrances, charges, liens, lispends, attachments, trusts in any manner, save and except that Owners/ Vendors herein have exclusive possession of the said Property;

AND WHEREAS the Owners thereby expressed / approached their intention on appointing and engaging suitable Developer for development of their aforesaid property and thus the said Owners willfully proposed and requested to the said Developer for taking over the said plot / land with old building / structure exclusively for development and thereby built, construction of a newly multi-storied / project inter alia on the above mentioned said plot / land of the said Owners and after mutual discussion in between the Owners and the Developer made several searches and/or investigation regarding the right, title and interest of the said Owners and fully satisfied regarding the right, title and interest of the aforesaid plot of land as herein before recited and made itself satisfied towards title of the

said property inter alia thereby has accepted the said offer of the land Owners and has agreed to develop the property of the said Owners and to construct the proposed multi-storied building/s upon the said landed property of the owners in respect of **ALL THAT** piece and parcel of Bastu Land measuring about 11 Cottahs 09 Chittacks more or less along with partly two storied residential building standing thereon and on the ground floor measuring about 6656 square feet constructed area more or less and on the first floor measuring about 5720 square feet constructed area more or less at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station Watgunge, P.O. Khiddirpore, Kolkata -700023, District : South 24- Parganas, within the limit of Ward No. 76 under Borough No.-IX being Assessee No. 1107613000118 of Kolkata Municipal Corporation, along with all common and easement rights;

AND WHEREAS that now the Owners herein have decided to develop their aforesaid plot of land **ALL THAT** piece and parcel of Bastu Land measuring about 11 Cottahs 09 Chittacks more or less along with partly two storied residential building standing thereon and on the ground floor measuring about 6656 square feet constructed area more or less and on the first floor measuring about 5720 square feet constructed area more or less at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station Watgunge, P.O. Khiddirpore, Kolkata -700023, District : South 24- Parganas, within the limit of Ward No. 076 under Borough No.-IX being Assessee No. 1107613000118 of Kolkata Municipal Corporation, along with all common and easement rights, and thus made negotiations and discussions the Owners and the Developer jointly have formulated a scheme to carry out the Development work of the plot of land as aforesaid mentioned in the manner appearing;

AND WHEREAS the Owners/ Vendors along with the Developer have entered into a registered Development Agreement dated 14.12.2020 which was registered on 17.12.2020 at the Office of the District Sub Registrar - I, Alipore, South 24 - Parganas and it was recorded in Book No. I, Volume No. 1601-2020, Page from 83502 to 83553, Being No. 160101761 for the year, 2020 to carry out the Development work properly as per terms of the aforesaid Development Agreement,

AND WHEREAS the Owners have also executed a Registered Development Power of attorney on 17.12.2020 in favour of the Developer for smooth running of the construction work over the First Schedule property and the said Development Power of attorney was registered at the Office of the District Sub Registrar - I, Alipore, South 24- Parganas and it was recorded in Book No. I, Volume No. 1601-2020, Page from 83639 to 83668, Being No. 160101765 for the year, 2020;

AND WHEREAS after entering into the said Development Agreement and power of attorney the Developer herein had applied and obtained a building sanction plan for developing the aforesaid property i.e. **ALL THAT** piece and parcel of Bastu Land measuring about 11 Cottahs 09 Chittacks more or less along with partly two storied residential building standing thereon at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station Watgunge, P.O. Khidirpore, Kolkata -700023, District : South 24- Parganas, within the limit of Ward No. 076 under Borough No.-IX being Assessee No. 1107613000118, which is morefully described in the schedule "First" below from the building department of the Kolkata Municipal Corporation Vide Building Permit No. - **2023090011** dated **28.04.2023**;

AND WHEREAS the Developer herein as per terms of the aforesaid Development Agreement dated 14.12.2020 offered to sell his allocated portion of one flat i.e. **ALL THAT** piece and parcel of one self contained residential flat on the 3rd floor, being Flat No. _____, measuring about _____ Square feet super built up area, which consisting of _____ Bed rooms, _____ Kitchen, _____ leaving cum dining room, _____ toilets, _____ balconies, together with one covered car parking space measuring about 120 (One Hundred and Twenty) square feet, along with undivided proportionate share of land together with all common and easement rights at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station – Watgunge, P.O. Khidderpore, Kolkata - 700023, District South 24 Parganas, morefully described in the Schedule “Second” below at a total consideration price of Rs. _____ only is the best marketable value;

AND WHEREAS the Second Party/Purchaser hereby agreed to purchase **ALL THAT** piece and parcel of one self contained residential flat on the 3rd floor, being Flat No. _____, measuring about _____ Square feet super built up area, which consisting of _____ Bed rooms, _____ Kitchen, _____ leaving cum dining room, _____ toilets, _____ balconies, together with one covered car parking space measuring about 120 (One Hundred and Twenty) square feet, along with undivided proportionate share of land together with all common and easement rights at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station – Watgunge, P.O. Khidderpore, Kolkata - 700023, District South 24 Parganas, morefully described in the Schedule “Second” below at a total consideration price of Rs. _____ only is the best marketable value;

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of **Rs.** _____ **only** paid by the Purchasers to the Developer before the execution of these presents (the receipt whereof the Developer do hereby admit and acknowledge and of and from the same and every part thereof do acquit, release and discharge the Purchasers, their heirs, executors, administrators, representatives and assigns and every one of them and also the said property) the Vendors do by these presents indefeasibly grant, sell, convey and transfer unto the Purchasers their heirs, executors, administrators, representative and assigns **ALL THAT** piece and parcel of one self contained residential flat on the 3rd floor, being Flat No. _____, measuring about _____ Square feet super built up area, which consisting of _____ Bed rooms, _____ Kitchen, _____ leaving cum dining room, _____ toilets, _____ balconies, together with one covered car parking space measuring about 120 (One Hundred and Twenty) square feet, along with undivided proportionate share of land together with all common and easement rights at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station – Watgunge, P.O. Khidderpore, Kolkata - 700023, District South 24 Parganas, which is morefully described in the Schedule “B” below and hereinafter called the “**SAID PROPERTY**” and the said flat is delineated in the red border in the sketch plan annexed hereto or howsoever otherwise **THE SAID PROPERTY** or any part thereof now or at any time heretofore was called, known, numbered, butted and bounded and distinguished **TOGETHER WITH** all advantages of ancient and other right, liberties, easements, privileges, appendages and appurtenances, whatsoever to the said property or any part thereof belonging to in any wise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong to be appurtenance hereto and the reversion and reversions, remainder and reminders, rents, issues

and profits thereof and/or every part thereof and all the estate, right, title, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendors acquired by inheritance of the schedule "A" property and all deeds, pattahs, muniments, writings and evidence of title, which in any way relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in the custody power or possession of the Vendors, their heirs, executors, administrators or representatives or any person from whom they can or may procure the same without action or suit or law or in equity **TO HAVE AND TO HOLD** the said Property hereby granted, conveyed, sold and transferred or expressed and intended so to be with his right, members and appurtenances unto and to the use of the Purchasers their heirs, executors, administrators, representatives and assigns forever. The Vendors do hereby for themselves, their heirs, executors, administrators and representative covenant with the Purchasers, their heirs, executors, administrators, representatives and assigns **THAT NOTWITHSTANDING** any act, deed or thing whatsoever by the Vendors or any of their predecessors and ancestors-in-title done or executed or knowingly suffered to the contrary the Vendors now have good right, full power, absolute and indefeasible title to grant, sell, convey and transfer the said property hereby sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchasers, their heirs, executors, administrators, representatives and assigns in the manner aforesaid to that the Purchasers, their assigns in the manner aforesaid so that the Purchasers, their heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or

by the Vendors or any person or persons lawfully or equitably from under or in trust for them or from or under any of their ancestors or predecessors in title and that free and clear and freely and clearly absolutely acquired exonerated and released or otherwise by the at the costs and expenses of the Purchasers well and sufficiently indemnified or from and against all and all manner or claims, charges, liens, debts, attachments and encumbrances created made done executed or suffered by the Vendors **AND THAT** the Vendors hereby further covenant with the Purchasers herein that any of their ancestors or predecessor –in– title or any person or persons lawfully or equitably claiming as aforesaid **AND FURTHER** that the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for the Vendors or from or under any of predecessors or ancestors –in-title shall and will from time to time and at all times hereinafter at the request and cost of the Purchasers, their heirs, executors, administrators, representatives and assigns according to the true intent and meaning of this Deed as shall or may be reasonably required **AND FURTHERMORE** the Vendors and all their heirs, executors and administrators shall at all times hereinafter indemnify and keep indemnified the Purchasers, their heirs, executors, administrators and assigns against loss, damages, cost, charges and expenses, if any suffered by reasons of any defects in the title of the Vendors or any breach of the covenants hereunder contained and the Purchasers on being satisfied of the title of the Vendors have agreed to purchase the said property and thereby further agree taxes to be levied from the date of purchase will be borne by the Purchasers from the date of sale and previous taxes pending and payable before sale shall be borne by Vendors or the Developers and further agrees that the Purchasers shall be at liberty to mutate their names

in respect of their purchased Schedule “B” property in the assessment records of the K.M.C. and obtain separate assessment for their purchased property in accordance with law.

: SCHEDULE “FIRST” ABOVE REFERRED TO :

(ENTIRE PROPERTY)

ALL THAT piece and parcel of land tenement hereditaments and premises measuring and area of 02 [Two] Kathas, 15 [Fifteen] Chittacks and 37.42 [Thirty Seven point Forty Two] Square Feet be the same a little more or less with dilapidated one storied structure standing thereon at Premises No.14, Bisubabu Lane, P.S. Watgunge, P.O. – Khidderpore, Kolkata-700023, District-South 24 Parganas, under K.M.C. Ward No. – 076, assessee no – 110760200293, along with all common and easement rights together with all right, title, interest and right of easement attached thereto and the said property is butted and bounded by :-

ON THE NORTH BY : Premises no 39, Hem Chandra Street,

ON THE SOUTH BY : Bisubabu Lane,

ON THE EAST BY : Hem Chandra Street,

ON THE WEST BY : Premises No. 13, Bisubabu Lane.

SCHEDULE ‘SECOND’ ABOVE REFERRED TO ABOVE

SAID FLAT AND ONE CAR PARKING SPACE/UNIT

ALL THAT piece and parcel of one self contained residential flat on the 3rd floor, being Flat No. _____, measuring about _____ Square feet super built up area, which consisting of _____ Bed rooms, _____ Kitchen, _____ leaving cum dining room, _____ toilets, _____ balconies, together with one covered car parking space measuring about 120 (One Hundred and Twenty) square feet, along with undivided proportionate share of land together with all common and easement rights at Premises No. 10/2, Michael Dutta Street now known as Machael Madhusudan Dutta Sarani, Police Station – Watgunge, P.O. Khidderpore, Kolkata - 700023, District South 24 Parganas, under K.M.C. Ward No. – _____ and the said flat is delineated by Red colour border in the sketch plan is annexed herewith which is part of this Deed.

THE SCHEDULE “C” ABOVE REFERRED TO

(Common Area and Facilities)

1. The Purchasers shall and will give the owners of other flats or shops of covered spaces necessary vertically, horizontal and lateral support for their flats or shops or covered spaces and also right of way over all common passage morefully and particularly described in the Fourth Schedule hereunder written.
2. The Purchasers undivided interest in the land shall or will remain for all times with the Vendors and/or Developers and/or other co-owners who may hereinafter or hereto before have acquired right, title and interest in the land in respect of their flats and in the said building and the said undivided interest shall remain permanently impartibly.

3. The Purchasers shall have unfettered right to mutate their names in the record of the Kolkata Municipal Corporation at their own cost and also get the said flat separately assessed as a separate flat in the record of the Kolkata Municipal Corporation or in the records of any other statutory, non-statutory or local body or bodies.
4. The Purchasers from time to time and all times hereby agree to contribute and pay their proportionate share towards costs, expenses and outgoings in respect of the matters as morefully and particularly specified in the Sixth Schedule hereinafter written.
5. So long, the floor space of the said flat and/or the flats or shops or covered space of other shebaitis of the said building shall not be separately assessed for municipal rates and taxes the Purchasers shall pay proportionate share of the said consolidated municipal tax and other levies assessed in respect of the said building.
6. The Purchasers shall maintain at their own cost the said flat in good condition, state and order in which it is purchased to them and shall abide by all bye-laws, rules and regulations of the Government, Municipality, Kolkata Municipal Corporation and/or Society or any other authorities and local bodies and shall attend answer and shall observe and perform all terms and conditions contained in this instrument.

7. It is further agreed between the Vendors and the Purchasers that the Purchasers shall be bound to obey rules, regulations and laws framed by the Developers/Vendors/Society and further the Purchasers shall become the members of the society formed by the Developers only and no other society shall be formed in the said building without the written consent of the Vendors and Developers.
8. The maintenance charges as stipulated elsewhere in this deed does not include the charges for the installation of electric meter, cable and/or transformer and further does not include the charges for the installation of generator and/or its running and up keep and separate water connection.
9. The Purchasers shall in no case change the outer facie and/or outer wall colour of the said flat and/or the said building and the entire outer facie including the size and design of the outer facie shall remain the same and shall be colored, washed and/or repair by the society at the costs of all the Purchasers of the said building.
10. The Purchasers shall not be allowed to break open the front wall of the said building either for installation of the air condition and/or for any other purpose without the written consent of the vendors or developers or society and its willful default shall make the Purchasers liable for heavy penalty.
11. The Purchasers shall not be allowed to put any kind of board either simple wooden/advertising board and/or open sign board on the outer wall of the

building and/or anywhere in the said building and any other space in the said building save and except the main gate of the said flat exclusively belongs to the Purchasers.

12. The Purchasers and/or their men and agents and/or visitors shall not be allowed to park any four wheelers and/or two wheelers and/or any vehicles inside the building premises without the consent of the Vendors/Developers/society.

THE SCHEDULE "D" ABOVE REFERRED TO

(Common Rights)

1. Entrance and exists.
2. Boundary walls and main gate and all spaces and portions in between building walls and boundary walls of the said premises.
3. Entrance Lobby.
4. Stair cases, landings on all floors.
5. Drainage and sewerage lines and other installation for the same except only those which are installed within the exclusive area of any unit/flat exclusively for use of respective purchasers.
6. Water pump, Pump room, underground and overhead reservoirs together with the common plumbing installation for carriage of water excluding only

such parts of installation and fittings as are exclusively within and for the unit/flat.

7. Such other common parts, areas, equipment, installations, fitting, fixtures and spaces in or about the land and the building as are necessary for passage to and/or user of the Units/float in common by the co-owners.
8. Roof terrace on the top of the building.
9. Electrical passage, back space and lobbies on the ground floor.
10. Lawns in the ground floor.
11. Common passage, back space and lobbies on the ground floor.
12. The Purchaser along with other co-owners of the said building will use and enjoy then common Toilet on the ground floor of the said building.
13. Common Electrical panels, fittings and fixtures for lighting the stair case lobby and other common areas, street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.
14. Generator its installations and its allied accessories and room and space for transformer if any.
15. Lift, lift room and its accessories.

SCHEDULE "E" ABOVE REFERRED TO

(Showing common easements, rights and obligations arising there from).

1. The Purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements appendages and appurtenances whatsoever belonging to or any way appertaining to the said flat or usually held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto subject to the stipulations as contained elsewhere in this deed and other schedules.

2. The right of protection of the said flat by or from all other parts of the said building so far as they now protected.

3. The right of the Purchasers with or without workmen and necessary materials or enter from time to time upon the other parts of the said building and property for the purpose of re-building of re-building, repairing or cleaning so far as may be necessary, such papers, drains, wires and conduits aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning as aforesaid cannot be reasonably carried

out without such entry and in all such cases, excepting in emergent situation upon giving forty eight hours previous notice in writing of the Purchasers intent properly entitled to the same.

SCHEDULE "F" ABOVE REFERRED TO

(Showing common expenses in respect of flats/shop rooms, /office room/covered space after getting peaceful physical possession)

1. The expenses of maintaining repairing re-decorating and renewing the main structure and in particular thereof drainage system rain water discharge arrangements water supply and all common areas mentioned in the Third schedule hereto.
2. The cost of cleaning and lighting the entrance to go the Building, the passage and space around the building lobbies corridors stair-cases.
3. Cost of decorating the exterior of the premises.
4. All corporation rates , taxes (consolidated) and all outgoings surcharges and impositions now in force or which may hereafter be imposed on the said premises including interest or penalty accrued thereof.
5. Salary, wages, fees and remuneration of lawyers, engineers, accountant, carpenters, darwans, technicians, plumber, electrician, masons, peon and sweepers whose appointment may be considered necessary for

maintenance and protection of the said premises and administration and management of the affairs thereof.

6. All expenses of common services and in connection with common areas and facilities.
7. Premium for insurance of the premises against earth quake and fire, if any.
8. The costs and expenses in connection with formation Association or society as herein provided including fees to lawyers and charges for registration.
9. Such other expenses as are necessary for or incidental to the maintenance and upkeep of the premises and of the common areas facilities and amenities.
10. Amount of Municipal Taxes and other tax levies and/or outgoings save those separately assessed on the respective flat or flats or shops or office or offices or covered space or spaces.
11. Such other expenses as are deemed necessary by the Vendors/Developers/association necessary or incidental for the maintenance and upkeep of the said building.

IN WITNESSES WHEREOF the **PARTIES** hereto set and subscribed their respective hands and seals and signatures on the day, month and year first above written.

Signed, sealed and delivered

In the presence of :

WITNESSES :

1.

SIGNATURE OF THE VENDORS/OWNERS.

(Smt. Snigdha Saha and Smt. Arpita Saha both are represented by their constituted power of attorney holder Mr. Ranjit Singh.)

2.

SIGNATURE OF THE PURCHASER.

SIGNATURE OF THE DEVELOPER.

MEMO OF CONSIDERATION

Received a sum of Rs_____/- (Rupees _____) only as earnest money and as full and final consideration price from the Purchaser as mentioned above as stated below :-

Total ... Rs. _____ /-

(Rupees _____) only.

Signed, Sealed and delivered

In the presence of : -

WITNESSES:

1.

2.

SIGNATURE OF THE DEVELOPER.