

**DEED OF CONVEYANCE**1. **Date :**2. **Place : Kolkata**3. **Parties :**

3.1 **SMT. SHANTI DEVI SAHA [PAN : OPUPS1811G], [AADHAAR NO. 944843649283]**, wife of Late Lalan Prasad Saha, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Anandalok 1<sup>st</sup> Lane, Rajarhat, Gopalpur, P.O.-Gopalpur, P.S. Airport, PIN-700136, District North 24 Parganas, West Bengal,

The said Shanti Devi Sinha represented by their constituted attorney, **M/S PRESTIGE**, a Proprietorship Concern, having its office address at P-96, Lake Town, Block-B, Kolkata-700089, District North 24 Parganas, West Bengal, represented by its Proprietor namely **MANASH RANJAN ROY [PAN : AENPR1456G], [AADHAR : 268008171093]**, son of Late Ganesh Chandra Roy, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at T298, Canal Street, Sreebhumi, Kolkata-700048, District North 24 Parganas, West Bengal, Developer herein, by executing a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 15<sup>th</sup> February, 2022, registered in the office of the Additional District Sub Registered Bidhannagar, North 24 Paraganas, and recorded Book No. I, Volume No. 150400703, Page from 39394 to 39426, being Deed No. 150400703 for the year 2022.

Hereinafter jointly and collectively called and referred to as the "**LANDOWNERS/VENDORS**" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

**AND**

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

....., District - ....., Pin - ....., State - .....

Hereinafter called and referred to as the **“PURCHASER”** (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 **M/S PRESTIGE**, a Proprietorship Concern, having its office address at P-96, Lake Town, Block-B, Kolkata-700089, District North 24 Parganas, West Bengal, represented by its Proprietor namely **MANASH RANJAN ROY [PAN : AENPR1456G], [AADHAR : 268008171093]**, son of Late Ganesh Chandra Roy, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at T298, Canal Street, Sreebhumi, Kolkata-700048, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/his heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchaser 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 covered area corresponding to ..... Square Feet be the same a little more or less of super built up area**, lying and situated in the building namely **“PRESTIGE TOWER”**, situate at Premises No. Mouza-Gopalpur, J.L. No.-02, R.S. Dag No.-2813(P) & 2814 (P), R.S. Khatian No. 5758 & 5760, Ward No. 04, Holding No. 131, P.S. -Airport, District-North 24 Parganas, within Bidhannagar Municipal Corporation, West Bengal, morefully described in the Second Schedule hereunder written, lying and

situate on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said flat/said property, lying in the said building **[SOLD PROPERTY/SAID PROPERTY]**.

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

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5.1 **Representations and Warranties Regarding Title** : The Landowners/Vendors and the Developer/Confirming Party have made the following representation to the Purchaser regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF SMT. SHANTI DEVI SAHA, LANDOWNER HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

5.1.1.1 The said Shanti Devi Saha the land owner was already in the absolute owner in respect of a piece and parcel of land, admeasuring 5 cottah, 13 chittaks, 38 sq. Ft. In R.S. and L.R. Dag No. 2813 (P) , L.R. Khatian No. 5758, at Mouza-Gopalpur, J.L. No. 02, R.S. No. 140, P.S.Airport, within Ward no. 4 of Bidhannagar Municipal Corporation District-North 24 PAraganas as described in schedule A herein.

5.1.1.2 That one Tomizuddin Mandal residing at village-Gopalpur, P.S. Airport was the Owner and occupier in respect of 1/3<sup>rd</sup> portion of the landout of 56 Satak of land, i.e., 18.67satak under District North 24 Paragans, in Mouza-Gopalpur, J.L. No.-2, R.S. No. 140, PoliceStation-Airport, being C.S. Dag no. 3798 corresponding to R.S. No.-2814 in Khatian no. 501, within Sub Registered of Cossipore, Dum Dum, the said piece and parcelof landis adjoiningto the said land of the said Shanti Devi Saha.

5.1.1.3 That one Lalan Prasad Saha since deceased, the husband of the land ownerherein purchased 18.67 satak land from the said Tomizuddin Mandal by way of a Deed of Conveyance which was executed on 22/08/1983 and registered in the Office of Cossipore, Dum Dum, Sub Registrty Office, in Book No. I, Volume no.-104, pagaes from 130 to 137, Being No. 3917 for the year 1983 at or for a consideration therein. That from time to time the said Lalan Prasad Sahaduring his lifetime sold and transferred some plots of land out of the said total land as described and meantioned herein above.

- 5.1.1.4 The said Lalan Prasad Saha died on 02/11/2017 and at the time of his death, out of the said total land as mentioned herein above, he was the owner only in respect of plot of land admeasuring about 1 cottah, 1 chittak, 12 sq.ft. lying and situate at Mouza-Gopalpur, J.L.No. 02, R.S. Dag no. 140, P.S. Airport, within Ward no. 4 of Bidhannagar Municipal Corporation in District North 24 Paraganas, as described in Schedule Bhereunder.
- 5.1.1.5 As such upon the death of the said Lalan Prasad Saha all his legal heirs being his three sons, one daughter of the said Lalan Prasad Saha and the land owner herein being the wife, of the said Lalan Prasad Saha jointly inherited undivided and un demarcated 1/5<sup>th</sup> portion share each out of the said entire property, in equal shares in view of the provisions of The Hindu Succession Act, 1956.  
The said three sons and one daughter of the said Lalan Prasad Saha was desirous to donate and or to make gift of their entire undivided share which they inherited from their father Lalan Prasad Saha unto and in favour of their mother, the land owner herein above.
- 5.1.1.6 Accordingly the said three sons and one daughter donated their entire undivided share which they inherited from Lalan Prasad Saha in respect of the said land which is totally admeasuring about 1 cottah, 1 chittak, 12 sq.ft. lying and situate at R.S. and L.R. Dag no. 2814 )P), L.R. Khatian no. 5760, at Mouza-Gopalpur, J.L. no. 02, R.S. Dag no. 140, in favour of their mother Smt. Shanti Devi Saha by way of Deed of Gift being Deed No. I-1504-03940/2021, Book no. I, Volume No. 1504-2021, pages from 180071 to 180102, Being no. 150403940 for the year 2021.
- 5.1.1.7 **Thus Smt. Shanti Devi Saha became the absolute owner** in respect of the said entire plot of land the physical measurement of the said entire land after adding both plots is presently about 7 cottah 9 chittak, 5 sq.ft. which is more fully and particularly described in the Schedule 'C' And 'B' herein below and also jointly described in schedule 'C' herein below after becoming the owner of the said entire plot of lands.
- 5.1.1.8 **L.R. Record :**
- 5.1.1.9 **Municipal & L.R. Records :**
- 5.1.1.10 **Conversion :**

5.1.2 **REGISTERED DEVELOPMENT AGREEMENT & REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :**

5.1.2.1 **Registered Development Agreement :** The said (1) Shanti Devi Saha, Landowner herein, jointly entered into a Registered Development Agreement with one PRESTIGE, Developer herein, for constructing a multi storied building on the said plot of land and which is morefully described in the First Schedule hereunder written, with some terms and conditions morefully described in the said Registered Development Agreement. The said Development Agreement was registered on ....., registered in the office of the ....., and recorded Book No. I, Volume No. ...., Page from ..... to ....., being Deed No. .... for the year 2022.

5.1.2.2 **Registered Development Power of Attorney After Registered Development Agreement :** On the basis of the said Registered Development Agreement, the said (1) Shanti Devi Saha, Landowner herein, executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners, duly appointing and nominating the said PRESIGE PROP. MANAS RANJAN ROY, Developer herein, as their constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Development Power of Attorney After Registered Development Agreement, which was registered on ....., registered in the office of the ....., and recorded Book No. I, Volume No. ...., Page from ..... to ....., being Deed No. .... for the year 2022.

5.1.3 **SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING :**

5.1.3.1 **Sanction of Building Plan :** The said Developer duly sanctioned a building plan from the concerned Bidhannagar Municipal Corporation in respect of the said plot of land and which is morefully described in the First Schedule hereunder written, vide Sanctioned Building Plan No. .... dated .....

5.1.3.2 **Construction of Building :** On the basis of the said sanctioned building plan, the said P.R. Group, Developer herein, constructed a multi storied building namely **"DURGA HEIGHT"** on the said plot of land and which is morefully described in the First Schedule hereunder written.

5.1.4 **DESIRE OF PURCHASE & ACCEPTANCE AND SALE CONSIDERATION**  
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- 5.1.4.1 **Desire of Purchaser for purchasing a Flat from Developer's Allocation** : The Purchaser herein perused and inspected Title Deeds, Registered Development Agreement, Registered Power of Attorney, 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 P.R. Group, 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 covered area corresponding to ..... Square Feet be the same a little more or less of super built up area**, lying and situated in the said building namely "**PRESTIGE TOWER**", situate at Prmises No. Mouza-Gopalpur, J.L. No.-02, R.S. Dag No.-2813(P) & 2814 (P), R.S. Khatian No. 5758 & 5760, Ward No. 04, Holding No. 131, P.S. -Airport, District-North 24 Paraganas, within Bidhannagar Municipal Corporation, West Bengal, morefully described in the Second Schedule hereunder written, lying and situated 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 flat, lying in the said building, from Developer's Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].
- 5.1.4.2 **Acceptance by Developer** : The said P.R. Group, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchaser herein and agreed to sell the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, together with land share and share in common portion.
- 5.1.4.3 **Consideration** : The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees .....)** **only**, and subsequently the Purchaser herein already paid the same to the said P.R. Group, Developer/Confirming Party herein as per memo attached herewith.
- 5.1.5 **LAND SHARE & SHARE IN COMMON PORTIONS** :
- 5.1.5.1 **Land Share** : Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat 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 bears to the total super built-up area of the Said Building.

5.1.5.2 **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 (**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 bears to the total super built-up area of the Said Building.

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

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

6.1.1 **No Encumbrance** : The Landowners/Vendors 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 or any part thereof can or may be impeached, encumbered or affected in title.

6.1.2 **Right, Power and Authority to Sell** : The Landowners/Vendors 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 to the Purchaser herein.

6.1.3 **No Mortgage** : No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat or any part thereof.

6.1.4 **No Personal Guarantee** : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.

6.1.5 **No Bar by Court Order or Statutory Authority :** There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING :**

7.1 **Agreement to Sell and Purchase :** The Purchaser herein has approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, and the Purchaser based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), has agreed to purchase the Said Flat from the Developer/Confirming Party and Landowners/Vendors herein through Developer's Allocation and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat on .....

8. **TRANSFER :**

8.1 **Hereby Made :** The Developer/Confirming Party and Landowners/Vendors hereby sell, convey and transfer the Purchaser the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/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 Purchaser to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admits and acknowledges.

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, lispendens, 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 :
- 9.2.1 **Indemnification** : Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Landowners/Vendors 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 Landowners/Vendors and Developer/Confirming Party shall at the cost of the purchaser, forthwith take all necessary steps to remove and/or rectify.
- 9.2.2 **Transfer of Property Act** : All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchaser 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 has been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchaser, which the Purchaser admits, acknowledges and accepts.
- 9.2.4 **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoing and levies of or on the Said Flat, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchaser and his 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 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 Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.

9.2.6 **No Objection to Mutation** : The Landowners/Vendors and Developer/Confirming Party declare that the Purchaser can fully be entitled to mutate his name in the record of the concerned Bidhannagar Municipal Corporation and/or any other respective authority/authorities and to pay tax or taxes and all other impositions in his own name. The Landowners/Vendors and Developer/Confirming Party undertake to cooperate with the Purchaser in all respect to cause mutation of the Said Flat in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.

9.2.7 **Further Acts** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors 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 purchaser and/or his 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 Land & Premises]**

**ALL THAT** piece and parcel of Bastu land measuring **5 (Five) Cottahs 13 (Thirteen) Chittacks 38 (Thirty Eight) sq.ft. be the same a little more or less,** lying and situate at **Mouza – Gopalpur, J.L. no. 02, R.S. No. 140, P.S. Airport, within ward no. 4 of Bidhannagar Municipal Corporation, District North 24 Paraganas.** in the State of West Bengal. The said plot of land is butted & bounded as follows :-

ON THE NORTH : Azmir Tower Apartment,  
 ON THE SOUTH : 10' Feet wide common passage,  
 ON THE EAST : House of Janardhan Roy and Shankha Ghosh,  
 ON THE WEST : No. 91 and no. 211 Bus Link Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**[Sold Property/Said Property]**  
**[Description of Flat]**

**ALL THAT** piece and parcel of one independent and complete Vitrified Tiles flooring residential flat, being **Flat No. '.....'**, on the ..... **Floor, .....** **Side**, measuring ..... **Square Feet be the same a little more or less of covered area corresponding to ..... 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 & ..... Balcony, lying and situated in the said building namely "**PRESTIGE TOWER**", situate at Premises No. Mouza-Gopalpur, J.L. No.-02, R.S. Dag No.-2813(P) & 2814 (P), R.S. Khatian No. 5758 & 5760, Ward No. 04, Holding No. 131, P.S. -Airport, District-North 24 Paraganas, within Bidhannagar Municipal Corporation, West Bengal, lying and situated on the said plot of land, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, 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 impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

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

**ALL THAT** piece or parcel of proportionate impartiable 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.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
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, equipments 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 purchaser]**

**Absolute User Right :**

The purchaser shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat of the building :

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 including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchaser shall have to maintain the floor of the said flat, 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 purchaser 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 purchaser shall restore forthwith such dug up holes or excavations at his 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 his name as owner 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 vendors/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.

**Obligations :**

1. The purchaser shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.
  2. The purchaser 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 purchaser shall not make any additions and alterations in the property, whereby the main building may be damaged, but the purchaser shall be entitled to erect wooden partition in the said flat for the purpose of his family requirement.
  4. The purchaser shall also pay his 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.
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5. 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**

**[Easements and Quasi 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 purchaser 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/flat and/or parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the unit/flat 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/flat 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 purchaser 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 purchaser fulfilling his obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchaser shall co-operate with the vendor/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 purchaser or otherwise after adjusting all amounts his/her/their remaining due and payable by the purchaser and

the amounts so transferred henceforth be so held the Association/Society under the account of purchaser 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/their 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.

Shanti Devi Saha  
**Landowners/Vendors**

**Purchaser/s**

Manas Ranjan Roy  
Proprietor of PRESTIGE  
**Developer/Confirming Party**

**MEMO OF CONSIDERATION**

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

<b><u>Mode of Payment</u></b>	<b><u>Date</u></b>	<b><u>Bank &amp; Branch</u></b>	<b><u>Amount</u></b>
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Proprietor  
Manash Ranjan Roy  
**PRESTIGE**

**Witnesses :-**

1.

2.

Manash Ranjan Roy  
Proprietor of PRESTIGE  
**Developer/Confirming Party**

DATED THE      DAY OF      2024

**DEED OF CONVEYANCE****BETWEEN**

Shanti Devi Saha  
**Landowners/Vendors**

**Purchasers**

PRESTIGE  
**Developer/Confirming Party**

**Drafted By & Composed by:**

**Pinaki Chattopadhyay & Associates**  
**Advocates**  
Sangita Apartment, Ground Floor  
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Kolkata - 700157  
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