

DEED OF CONVEYANCE

THIS INDENTURE made this the ____ day of _____ Two
Thousand and Twenty Three (**2024**).

BY AND BETWEEN

For ABASAN KOLKATA


Partner

SMT. RINKU NANDY, (PAN-ARCPN8260G), wife of Sri Mrinmoy Nandy, by Faith – Hindu, by Occupation – Business, by Nationality – Indian, presently residing at Flat No. 06, 2nd Floor, 1380, Nayabad, P.O. Mukundapur, P.S. Panchasayar, Kolkata 700 099, permanently residing at Mandir Bakul Tala, Village Gurap, District Hooghly, P.S. - Gurap, Pin-712303, West Bengal, represented by her Lawful Constituted Attorney **“ABASAN KOLKATA”, (PAN - AAMFA4040Q)**, a Partnership firm, having its registered office at 9, Rupanjali Park(979, Kalikapur Road), Kalikapur, P.O. Mukundapur, P.S. Garfa, Kolkata – 700099, represented by its partners namely **(1) SRI PRADIP KUMAR DEY, (PAN -AEAPD7576A)**, son of Late Harendra Lal Dey, by faith Hindu, by Occupation : Business, by Nationality : Indian, residing at 3, North Purbachal Garden Road, Post Office - Haltu, Police Station - Garfa, Kolkata – 700 078 and **(2) SRI SANJEET KUMAR ROY,(PAN – AFPPR0028F)**, son of Sri Rabindra Prasad Roy, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700 099, by virtue of a registered Development Agreement along with Developer Power of Attorney dated 08.03.2022, registered in the office of the District Sub-Registrar -IV, Alipore, and recorded in Book No. I, Volume No. 1604-2022, at pages 87492 to 87536, Being No. 160402350 for the year 2022, hereinafter called and referred to as the **“OWNER/VENDOR”** (which expression unless repugnant to the context shall mean and include her legal heir/heirs, executor/executors, assignee/assignees, administrator/administrators and representative/representatives) of the **FIRST PART**

A N D

(1) MR., (PAN -) son of Mr., by Occupation -, and **(2) MRS.** **(PAN -) (Aadhaar No.)**, wife of Mr., by Occupation -, both by Faith-....., both by Nationality-Indian, both residing

at, hereinafter called the **“ALLOTTEES”** (which term or expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**

A N D

“ABASAN KOLKATA”, (PAN - AAMFA4040Q), a Partnership firm, having its registered office at 9, Rupanjali Park(979, Kalikapur Road), Kalikapur, P.O. Mukundapur, P.S. Garfa, Kolkata – 700099, represented by its partners namely **(1) SRI PRADIP KUMAR DEY, (PAN -AEAPD7576A)**, son of Late Harendra Lal Dey, by faith Hindu, by Occupation : Business, by Nationality : Indian, residing at 3, North Purbachal Garden Road, Post Office - Haltu, Police Station - Garfa, Kolkata – 700 078 and **(2) SRI SANJEET KUMAR ROY,(PAN – AFPPR0028F)**, son of Sri Rabindra Prasad Roy, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700 099, hereinafter called the **“PROMOTER”** (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include its heirs, executors, administrators, successors-in-office, successors-in-interest and permitted assigns), of the **THIRD PART**.

The Promoter and the Allottees shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. That one Sukumar Mondal, since deceased, son of Late Promode Krishna Mondal alongwith other persons, as being Defendants as per the Title Suit No. 16 of 1941 in the Court of the Ld. 3rd Court of the Subordinate Judge at Alipore, 24-Parganas and its Final Decree, the said Sukumar Mondal, since deceased, as being the only legal

heir and/or successor of the deceased Promode Krishna Mondal got his absolute ownership, possession over and upon the land measuring more or less 6.66 Acres lying and situated at Mouza – Nayabad, P.S. Sadar Tollygunge, then Jadavpur, thereafter Kasba, then Purba Jadavpur now Panchasayar, within the limits of the Kolkata Municipal Corporation, Ward No. 109, under the jurisdiction of A.D.S.R at Sealdah, D.S.R.-III at Alipore, in the District South 24-Parganas.

- B. That during peaceful enjoyment, occupation and possession over the said property, the said Sukumar Mondal, since decease, duly recorded his name in the Revisional Survey Settlement Record Operation comprising in the R.S. Khatian No.113, within Mouza – Nayabad, J.L. No. 25, comprised in the total land measuring more or less 6.75 Acres appertaining in R.S. Dag Nos. 201, 202, 203, 204 & 205 alongwith many other lands in various dags therein and R.S. Parcha had duly been published in his name.
- C. That thereafter the said Sukumar Mondal during his life time disposed of, conveyed and assigned and assured some portions of the landed property and remaining portion of the said landed property measuring more or less 6 Acres while he was peacefully seized and possessed of the same. He died intestate on 14.09.2001 leaving behind him surviving his three sons namely Indra Nath Mondal, since deceased, Chandra Nath Mondal, since deceased and Debnath Mondal, as his only legal heirs and successors to inherit the said landed property with the provisions of the Hindu Succession Act, 1956 and each having got 2 (Two) Bighas of demarcated land and each of the party had been enjoying their respected and individual demarcated property without any interruptions and hindrances from other co-sharers as the other co-sharers had also been enjoying their demarcated share of property without any interruptions from other co-sharers.
- D. Thus the said Sri Debnath Mondal, son of Late Sukumar Mondal, had been seizing and possessing his demarcated individual landed property lying and situated at Mouza – Nayabad, P.S. Sadar Tollygunge, then Jadavpur, thereafter Kasba, then Purba Jadavpur, now Panchasayar, Pargana – Khaspur, J.L. No. 25, R.S. No.3, Touzi No.56, under R.S. Khatian No. 113, comprised in R.S. Dag Nos. 201,

202, 203, 204 & 205, within the limits of the Kolkata Municipal Corporation, Ward No. 109, under the jurisdiction of A.D.S.R at Sealdah, D.S.R. - III at Alipore, in the District South 24-Parganas without any claim, demand, attachments, encumbrances whatsoever from any corner.

- E. That while seized and possessed of the aforesaid property, the said Sri Debnath Mondal, as the Donor gifted and transferred a plot of land measuring more or less 5 (Five) Cottahs 10 (Ten) Chiitacks lying and situated at Mouza- Nayabad, P.S. Sadar Tollygunge then Jadavpur thereafter Kasba then Purba Jadavpur now P.S. Panchasayar, Pargana - Khaspur, J.L. No. 25, R.S. No.3, Touzi No.56, under R.S. Khatian No. 113, comprised in R.S. Dag Nos. 204, within the limits of the Kolkata Municipal Corporation, Ward No. 109, under the jurisdiction of A.D.S.R. at Sealdah, D.S.R.-III at Alipore, in the District South 24 - Parganas, by virtue of a registered Deed of Gift dated 13.04.2015 which was duly registered in the Office of the D.S.R. - III at Alipore, recorded in Book No.1, CD Volume No.7, Pages 2089 to 2103, Being No. 02799 for the year 2015 unto and in favour of his wife Smt. Ruma Mandal, as the Donee. But at the time of registration of the aforesaid Deed of Gift, the Dag Number had been erroneously mentioned as '205' in lieu of Dag No.204 which was needed to be recorded as R.S. Dag No. 204 and for which the said Debnath Mondal as the Donor again executed and registered the Deed of Gift unto and in favour of his wife.
- F. That by virtue of a registered Deed of Gift dated 22.06.2015, registered in the Office of District Sub-Registrar - III, Alipore, South 24 - Parganas and entered into Book No.1, Deed No.4179 for the year 2015, said Sri Debnath Mondal donated the said plot of land measuring an area of 5 (Five) Cottahs 10 (Ten) Chittacks together with one tile shed measuring an area of 200 (Two hundred) Sq.ft. situated in Mouza - Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana - Khaspur, comprising in R.S. Dag No.204, under R.S. Khatian No.113, within the Jurisdiction of The Kolkata Municipal Corporation, Ward No.109, in favour of his wife Smt. Ruma Mandal, as the Donee mentioned therein.
- G. Thereafter the said Smt. Ruma Mandal recorded her name in the record of the Kolkata Municipal Corporation in respect of her

aforesaid property known and numbered as K.M.C. Premises No. 69/1, Nayabad, being Assessee No.31-109-08- 8666-0, P.S. Panchasayar, Kolkata - 700 094 and she has been paying the taxes in favour of The Kolkata Municipal Corporation in respect of the said land and property.

- H. That by virtue of a registered Deed of Sale dated 23.09.2019, registered in the Office of District Sub-Registrar - V, Alipore, South 24 - Parganas and entered into Book No.1, Volume No.1630-2019, at Pages 94560 to 94591, Deed No. 163002383 for the year 2019, said Smt. Ruma Mondal, sold, conveyed, transferred, assigned and granted her aforesaid plot of land measuring net land area of 5 (Five) Cottahs 6 (Six) Chittacks 7.86 (Seven point eight six) Sq.ft. more or less as per physical measurement togetherwith one tile shed measuring an area of 200 (Two hundred) Sq.ft. standing thereon situated in Mouza - Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana - Khaspur, comprising in R.S. Dag No.204, under R.S. Khatian No.113, within the Jurisdiction of the Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No.69/1, Nayabad, Assessee No.31-109-08-8666-0, P.S. Panchasayar, Kolkata 700 094, District - South 24-Parganas in favour of the previous Owners namely (1) Sri Swapan Majumder, son of Amulya Majumder, residing at 1361, Bikash Guha Colony, Mukundapur, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata -700 099 and (2) Sri Bivas Das, son of Gosta Dulal Das, residing at 16A, Purba Diganta, 3rd Floor, P.O. Santoshpur, P.S. Survey Park, Kolkata 700 075 for a valuable consideration as mentioned therein.
- I. After purchase said Sri Swapan Majumder and Sri Bivas Das mutated and recorded their names jointly in respect of their entire purchased land and property in the record of The Kolkata Municipal Corporation, Ward No.109, known as K.M.C. Premises No.69/1, Nayabad, Assessee No.31-109-08-8666-0, under P.S. - Panchasayar, Kolkata 700 094 in the District of South 24-Parganas and had been enjoying the said property without any interruption and hindrances by anybody else and also paying the regular taxes thereof to the K.M.C. authority in respect of the said property.
- J. That subsequently said Sri Swapan Majumder and Sri Bivas Das filed two separate applications before the Ld. B.L. & L.R.O. Office for

necessary mutation and the concerned B.L. & L.R.O. office after physical inspection and also after verifying all the papers and documents mutated the above mentioned land in the L.R. Record of Right comprising in L.R. Dag No. 204, under L.R. Khatian No. 2575, in the name of said Sri Swapan Majumder having land area 0.0446 Acres (land share - 0.637) and under L.R. Khatian No. 2576 and in the name of said Sri Bivas Das having land area 0.0446 Acres (land share - 0.637) and thereafter said Sri Swapan Majumder and Sri Bivas Das applied for necessary conversion of the said land from 'Shali' to 'Bastu' before the concerned authority.

- K. That before getting the conversion certificate, due to urgent necessities of money, said Sri Swapan Majumder and Sri Bivas Das declared to sell their aforesaid land and property and the present OWNER herein as the Purchaser namely SMT. RINKU NANDY purchased the said property measuring net land area of 5 (Five) Cottahs 6 (Six) Chittacks 7.86 (Seven point eight six) Sq.ft. more or less as per physical measurement togetherwith one tile shed measuring an area of 200 (Two hundred) Sq.ft. standing thereon situated in Mouza - Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana - Khaspur, comprising in R.S. Dag No.204, under R.S. Khatian No.113, within the Jurisdiction of the Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No.69/1, Nayabad, Assessee No.31-109-08-8666-0, P.S. Panchasayar, Kolkata 700 094, District South 24-Parganas as described in the SCHEDULE A below by virtue of a registered Deed of Conveyance dated 05.01.2022, registered in the office of District Sub-Registrar - V. Alipore, South 24- Parganas and entered in Book No.1, Volume No. 1630-2022, Pages from 16539 to 16572, Being No. 16300146 for the year 2022.
- L. That after such purchase SMT. RINKU NANDY, the present OWNER herein mutated and recorded her name in respect of her aforesaid purchased land and property in the record of the Kolkata Municipal Corporation, Ward No.109, known as K.M.C. Premises No. 69/1, Nayabad, Assessee No.31-109-08-8666-0, under P.S. Panchasayar, Kolkata - 700 094 in the District of South 24-Parganas and has been enjoying the said property without any interruption and hindrances by anybody else and also paying the regular taxes thereof to the K.M.C. authority in respect of the said property.

- M. Subsequently the present OWNER mutated her name in the record of B.L. & L.R.O. comprising in L.R. Dag No. 204, under new L.R. Khatian No. 2626, (arising out of previous L.R. Khatian Nos. 2575 & 2576) having land area of 0.0892 Acres (land share-0.1274) and thereafter collected the necessary Conversion Certificate of the said land from 'Shali' to 'Bastu' in the name of the said previous Owners vide Conversion Case No. CN/2021/1630/1703 in the name of Sri Swapan Majumder and Conversion Case No. CN/2021/1630/1702 in the name of Sri Bivas Das.
- N. Thus the present OWNER herein became the absolute owner of the said plot of land measuring net land area of 5 (Five) Cottahs 6 (Six) Chittacks 7.86 (Seven point eight six) Sq.ft. more or less as per present physical measurement togetherwith one tile shed measuring an area of 200 (Two hundred) Sq.ft. more or less situated in Mouza - Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana - Khaspur, comprising in R.S. Dag No.204, under R.S. Khatian No.113, corresponding to L.R. Dag No. 204, under L.R. Khatian No. 2626, within the Jurisdiction of The Kolkata Municipal Corporation Ward No. 109, known as K.M.C. Premises No. 69/1, Nayabad, Assessee No.31-109-08-8666-0, P.S. Panchasayar, Kolkata 700 094, District - South 24-Parganas and the entire property is described in the SCHEDULE-A and the present OWNER is in possession and has been enjoying her absolute ownership and possession of the said land free from all encumbrances.
- O. That the **OWNERS** herein thus being fully seized and possessed of and/or otherwise well and sufficiently entitled to the said landed property, which is free from all encumbrances, charges, lines, lispens, claims, demands, attachment, requisition, acquisition, trust and liability whatsoever, decided to develop the SCHEDULE - 'A' mentioned property by constructing a Ground plus Four storied building with Lift facility, comprising of a number of residential flats on the different floors and Car Parking Spaces, but due to paucity of fund, lack of technical knowledge, experience in the field of construction, decided to do the same by appointing a DEVELOPER, who is financially and technically sound to construct a Ground plus Four storied building with Lift facility upon the aforesaid property as

per the sanctioned building plan to be sanctioned from the Kolkata Municipal Corporation.

- P. The **PROMOTER** herein, coming to know about such desire of the OWNER herein, made a proposal in relation to the aforesaid development of the said property before the OWNER with the object of selling such apartments or flats for commercial exploitation. The OWNER after necessary investigation and thorough understanding with the **PROMOTER** herein, has agreed to develop the said premises by the **PROMOTER**.
- Q. That both the **OWNER** and the **PROMOTER** as above mentioned herein, in pursuance of the above object also executed a registered Development Agreement along with Developer Power of Attorney dated 08.03.2022, registered in the office of the District Sub-Registrar –IV, Alipore, and recorded in Book No. I, Volume No. 1604-2022, at pages 87492 to 87536, Being No. 160402350 for the year 2022 for the construction of a new Ground plus Four (G+4) storied building with lift facility upon the aforesaid property as per the building plan (to be sanctioned) under certain terms and conditions as mentioned therein and in the said registered Development Agreement the entire Developer's Allocation and also the entire Owner's Allocation were properly described. By the said instrument the **OWNER** also appointed the **PROMOTER** herein as her Constituted Attorney to do and perform certain acts and deeds as mentioned therein on behalf of the **OWNER** herein and also authorized the **PROMOTER** to sign and execute all agreements for sale to the prospective and intending buyers and/or purchasers of the flats under Developer's allocation and to receive money towards consideration of proposed flats of the building as well as to do, execute or perform all acts on behalf of the **OWNER**.
- R. That the **PROMOTER** herein took necessary steps for obtaining a G+4 building plan sanctioned from KMC in pursuance of the said development agreement dated 08.03.2022 and got sanction of a Ground plus four (G+4) storied building plan with Lift facility from The Kolkata Municipal Corporation, Borough Office - XII, vide sanctioned building Permit No. dated and the **PROMOTER** started developing the entire

premises and erecting the building thereon as per aforesaid sanctioned building plan as well as annexed specification.

- S. That the Flat as mentioned in the **SCHEDULE - B** below is of Developer's allocated portion of which the **PROMOTER** is entitled to receive the entire sale proceeds i.e. consideration amount from the intending Purchaser(s) herein.
- T. The said land as mentioned in the **SCHEDULE - A** below is earmarked for the purpose of building a residential cum commercial project comprising of multistoried apartment building consisting of residential and commercial spaces and the said project shall be known as ".....".
- U. The Promoter has registered the said Real Estate Project under the provisions of the Real Estate (Regulation and Development) Act, 2016, before the West Bengal Real Estate Regulatory Authority at appointed under the under the West Bengal Real Estate (Regulation and Development) Rules, 2021, having Registration No: _____ dated _____.
- V. Pursuant to Application made by the Allottees dated ____ and the Promoter granted allotment by a Booking Confirmation Letter dated _____ issued to the Allottees. Thereafter by an Agreement for Sale dated _____ and recorded in Book No: I , Volume No.____ , Pages ____ to _____ , Being No.____ for the year _____ the Promoter agreed to sell and the Allottees agreed to purchase **ALL THAT** the **Flat No.....** on the Floor, side of the building namely "....." and the apartment is consisting ofBed rooms, One Drawing-cum-Dining room, One Kitchen,Toilet, W.C. and one Balcony, the situation whereof is shown in the master plan annexed hereto and bordered in Red, admeasuring Sq. Ft. carpet area corresponding to _____ Sq.Ft Built Up area **TOGETHER WITH** the pro-rata undivided share in the common parts, portions, areas, facilities, and amenities working out to Sq. Ft. Super Built-up area **TOGETHER WITH** the right to use Independent **Car Parking Space being no.** situated in the Ground Floor of the building measuring an area of about (.....) **Sq.ft.**, more fully and particularly described in the **SECOND**

SCHEDULE hereunder written (hereinafter referred to as the “said Unit and the Properties Appurtenant thereto”) at or for a consideration of Rs. (Rupees only) more fully described in the **THIRD SCHEDULE** hereunder written.

W. The Allottees have: -

- 1) Fully satisfied themselves as to the title of the Owner/Vendor and the right of the Promoter in respect of the said land.
- 2) Inspected the said Development Agreements cum General Power of Attorney entered into between the Owner/Vendor and the Promoter.
- 3) Inspected the plan sanctioned by Kolkata Municipal Corporation in respect of the building constructed by the Promoter and agreed not to raise any objection with regard thereto.
- 4) Verified the location and site of the Unit including the egress and ingress hereof, specifications of the Unit and of the complex and also the area of the Unit and agreed not to dispute the same.
- 5) Confirmed that the right of the Allottees shall remain restricted to the said Unit and the Properties Appurtenant thereto.
- 6) Examined and satisfied themselves about the General Terms and Conditions as contained in the Agreement for Sale dated _____ and agree to abide by it.
- 7) Confirmed that the Owner/Vendor shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the buildings to be constructed erected

and completed on the said land and in that event the Allottees shall have no objection to the application of common facilities to various extensions of the Project.

8) Satisfied themselves as to the carpet/built-up area to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various Units comprised in the said building and have agreed not to challenge or dispute the same in any manner whatsoever or howsoever.

9) Structural stability of the Building.

10) Construction of the Building and the Unit.

11) The fittings and fixtures installed at the said Unit and the Building.

12) Completion and finishing of the Unit and the Building.

13) The situation of car parking space.

14) The supply of water and electricity to the Unit and the Building.

15) The common facilities and amenities of the Building.

X. The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement for Sale and in consideration of the sum of Rs./-(Rupeesonly) of the lawful money of the Union of India well and truly paid by the Allottees to the Promoter, (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottees and the said Unit and the properties appurtenant thereto) the Owner/Vendor doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottees **ALL THAT** the said Unit being no. _____ on the _____ floor of the building, having carpet area of _____ square feet, corresponding to **super built-up area of Sq.ft. more or less** situated on the **Floor**side of the Building and the apartment is consisting ofBed rooms, One Drawing-cum-Dining room, One Kitchen,Toilet, W.C. and one Balcony, **TOGETHER WITH** the right to use Independent **Car Parking Space being no.** situated in the Ground Floor of the building measuring an area of about (**.....**) **Sq.ft.**, more fully and particularly described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the pro-rata undivided share in the common parts, portions, areas, facilities, and amenities but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in the Application Form, Booking Confirmation Letter and Agreement for Sale (all of which are here to fore as well as hereinafter collectively referred to as the “said Unit and the Rights and Properties Appurtenant thereto”), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to

use the common areas, installations and facilities as described in detail in SCHEDULE- D to the Agreement for Sale in common with the Co-Allottees and the other lawful occupants of the Building AND TOGETHER WITH all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit and the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottees.

AND THE OWNER/VENDOR AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEES AS FOLLOWS:

a. Notwithstanding any act deed, matter or thing whatsoever by the Owner/Vendor or the Promoter done or executed or knowingly suffered to the contrary, the Owner/Vendor or the Promoter is now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Unit and the Rights And Properties Appurtenant thereto, hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions, use, trust, encumbrances or make void the same.

b. Notwithstanding any act deed or thing whatsoever done as aforesaid, the Owner/Vendor and the Promoter now have good right, title, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the said Unit and the Rights and Properties Appurtenant thereto hereby conveyed, transferred or expressed so to be unto and to the use of the Allottees in the manner as aforesaid.

c. The said Unit and the Rights and Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases and trust made or suffered by the Owner/Vendor or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through, under or in trust for the Owner/Vendor or the Promoter.

d. The Allottees shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said Unit and the Rights and Properties Appurtenant thereto and receive all the rents, issues and profits thereof without any lawful eviction, interruption, claims or demands whatsoever by the Owner/Vendor or the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e. The Allottees shall be freed, cleared and absolutely discharged, saved, harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, or trust or claims and demands whatsoever created, occasioned or made by the Owner/Vendor or the Promoter or any person or persons lawfully or equitably claiming as aforesaid.

f. **AND FURTHER THAT** the Owner/Vendor or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the said Unit and the Rights and Properties Appurtenant thereto or any part thereof through, under or in trust for the Owner/Vendor or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottees make, do and execute or cause to be made, done and executed all such further lawful acts, deeds or things whatsoever for further better or more perfectly assuring the said

Unit and the rights and Properties Appurtenant thereto and every part thereof unto and to the use of the Allottees in the manner as aforesaid as shall or may be reasonably required.

g. The Owner/Vendor and/or the Promoter have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed or expressed so to be or any part thereof is, can or may be impeached, encumbered or affected in title or otherwise.

h. The Promoter doth hereby further covenant with the Allottees that unless prevented by fire or some other irresistible force, it shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottees shall produce or cause to be produced to the Allottees or to their attorneys or agents or authorized representatives at or before any trial, examination or commission for inspection or otherwise as occasion shall require, the title deeds in connection with the said Unit and also shall at the like request and costs of the Allottees, deliver to the Allottees such attested or other true copies or extracts therefrom as the Allottees may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

AND THE ALLOTTEES SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED, HEREBY COVENANT WITH THE OWNER/VENDOR AND THE PROMOTER AS FOLLOWS:

- a. To observe, perform, comply with and fulfill the obligations, covenants and conditions on their part to be observed and performed contained in the Application Form, the Booking Confirmation Letter and the Agreement for Sale as part and parcel of these presents.
- b. To become member and/or share holder, as the case may be, of the Apartment Owners' Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organisation to be formed as be deemed necessary and expedient by the Promoter and also abide by all the rules and regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter and/or the Holding Organisation for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organisation and to do all the necessary acts, deed and things.
- c. Not to hold the Promoter liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Allottees as well as the Holding Organisation shall remain liable to indemnify and keep indemnified the Promoter and/or any person or persons nominated, appointed and/or authorized by the Promoter for all liabilities due to non-fulfillment of their respective obligations contained herein by the Allottees and/or the Holding Organisation.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE PROJECT)**

ALL THAT piece and parcel of a Bastu land measuring net land area of about **5 (five) Cottahs, 6 (six) Chittacks and 7.86 (seven point**

eight six) Sq.ft., more or less as per present physical measurement, togetherwith one residential tile shed structure measuring an area of about 200 Sq.ft. more or less, whereon a Ground Plus Four storied (G+4) residential building with lift facility namely has been constructed as per sanctioned building Plan vide Building Permit No. dated duly sanctioned by the Kolkata Municipal Corporation, Borough Office – XII, situate in Mouza – Nayabad, J.L. No.25, R.S. No. 3, Touzi No.56, comprising in R.S. Dag No. 204, under R.S. Khatian No. 113, corresponding to L.R. Dag No.204 under L.R. Khatian No. 2626, within the jurisdiction of the Kolkata Municipal Corporation Ward No.109, known as K.M.C. **Premises No. 69/1, Nayabad, Kolkata - 700099** being Assessee No.31-109-08-8666-0, presently under P.S. - Panchasayar, (formerly under P.S. - Purba Jadavpur), and the entire property is butted and bounded by :

- ON THE NORTH : 6750 MM wide K.M.C. Black Top Road;
- ON THE SOUTH : Others land;
- ON THE EAST : Land of R.S. Dag No. 204 (Part);
- ON THE WEST : Land of R.S. Dag No. 204 (Part).

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNIT AND THE RIGHTS AND PROPERTIES
APPURTENANT THERETO)**

ALL THAT the **Flat No. having carpet area of**
Square Feet corresponding to **super built-up area of**
.....(.....) Sq.ft. more or less situated on the
.....Floor side of the Building (“Unit”) and the
flat is consisting ofBed rooms, One Drawing-cum-Dining
room, One Kitchen, Toilet, W.C. and One Balcony more or
less **togetherwith one Garage No.** situated in the **Ground**

Floor of the building measuring an area of
 (.....) **Sq.ft. more or less** and also together with pro-rata undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation and the entire building is being erected as per aforesaid sanctioned Building Permit No. dated sanctioned by the Kolkata Municipal Corporation, Borough Office XII and proposed flat and Car Parking Space is situated within the Jurisdiction of the K.M.C. being **Premises No. 69/1, Nayabad**, presently under P.S. Panchasayar, (formerly P.S. Purba Jadavpur), Kolkata – 700 099, as described in the **FIRST SCHEDULE** above.

THE THIRD SCHEDULE

(COMMON AREAS, RIGHTS AND SERVICES)

Common areas, common parts, facilities and amenities as referred to herein above shall be proportionately attributable to each flat which include the following :-

1. Foundation columns, beams, support, main walls, boundary walls, parapet walls, common drains, sewerage system common spaces, corridors, Lobbies.
2. Common stair-case from ground floor landing up to top floor.
3. Underground water reservoir, Septic tank, Overhead water tank.
4. Electrical Meter Room, pipe and ducts and walls apparatus and installations in the said building for common use.
5. Main entrance gate.
6. Entrances passage of the building from main entrance gate to the stair up to the Flat and vacant roof.
7. Pipe lines for water connection.

8. Common egress and ingress to the other parts of the said building.
9. Common user of the Roof (vacant portion only).
10. Open land and spaces in the Ground Floor of the building.
11. Lift and lift room.
12. Electrical common fittings and fixtures, wiring.
13. Caretaker's room in the Ground floor, common toilet (W.C.) and Pump Room in the ground floor.
14. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed with the co-owners.
15. Boundary walls and main gate of the Premises.
16. Vacant space and W.C. in the Ground Floor of the building. .
17. Lift of the building.
18. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.
19. Pump Room in the ground floor of the building.

THE FOURTH SCHEDULE

(RESTRICTIONS)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use the same for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to

the owner and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or Entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

2. The **ALLOTTEES** shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to affect the construction of the said structure of the said building or to the insurance of the building.
3. The **ALLOTTEES** shall not decorate the exterior of the said building otherwise than in a manner agreed by other Owners or in a manner as near as may be in which the same was previously decorated.
4. The **ALLOTTEES** shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the **ALLOTTEES** shall be entitled to open any new window or any other apparatus on the outside of the said building and Flat.
5. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
6. Not to allow or permit to store any goods articles or things in the staircase or any portion thereof or in the land or any part thereof
7. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
8. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any

alternation in the elevation and outside colour scheme of the exposed walls of the verandas, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owners' Association differs from the colour scheme of the building or deviation or which in the opinion of the Owners' Association may affect the elevation in respect of the exterior walls of the said buildings.

9. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owners' Association and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.
10. Not to use the allocated Car Parking Space, or permit the same to be used for any other purposes whatsoever other than parking of their own car.
11. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to them.
12. Not to commit or permit to be committed any waste or to remove or after the exterior to the said building in any manner whatsoever or the pipes, cables and other fixtures and fittings serving the said building and the said Flat.
13. No clothes or other articles shall be hung or exposed outside the said Flat nor flower box, flower pot or like other object shall be placed outside the said Flat nor taken out of the window of the Flat nor any bird, dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
14. Not to install any generator without permission in writing of the Owners' Association.

15. Not to do or cause to be done any act, deed, matter which may be a nuisance or annoyance to the other Flat Owners and occupiers of the said building including not to permit any gathering and/or assembly of any persons under the **ALLOTTEES** in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

THE FIFTH SCHEDULE

(MAINTENANCE /COMMON EXPENSES)

1. Repairing, rebuilding repainting, improving or other treatment as may be necessary for keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may be necessary and in a proper and workman like manner, all the wood, metal, stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing, repairing any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common paths and halls, passages, landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating, maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owners' Association may think fit.

9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates, taxes, duties, charges, assessments, license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals, owner/occupiers of any flat/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development of any part thereof so far as the same is not the liability of or attributable to any individual owner of any unit,
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made thereunder relating to the building excepting those that are the responsibility of the owner/occupier of any flat/unit.
16. The purchase, maintenance and renewal of fire fighting appliances, if required and the common equipment as the Owners' Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
18. The provision of maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Owners' Association is reasonable to provide.

IN WITNESS WHEREOF the Parties hereto put their respective hands and seals on this indenture here at Kolkata on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the within named **PARTIES** at Kolkata in presence of :

WITNESSES:

1.

As lawful Constituted Attorney of Smt. Rinku Nandy, the Owner/Vendor herein

**SIGNATURE OF THE FIRST
PART/OWNER/VENDOR**

1.

2.

**SIGNATURE OF THE SECOND PART/
ALLOTTEES**

1.

2.

**SIGNATURE OF THE THIRD
PART/PROMOTER**

Prepared & Drafted by :

KANAK KIRAN BANDYOPADHYAY

Advocate

Enrolment No. WB/1821/2002

High Court Bar Association,

Room No. 16, High Court, Calcutta.

Mob. No. 9051338537, 9831068537

Email: kanakban@gmail.com

Residential Chamber:

16/2A, Kalikapur Road, Kolkata-700099.

MEMO OF CONSIDERATION

RECEIVED with thanks the sum of **Rs.**/- (**Rupees**) only as full consideration price from the within mentioned **ALLOTTEES** against the within mentioned Flat No.situated on the **Floor**,side together with one **Car Parking Space** being No. "....." situated in the **Ground floor** of the building namely **Abasan** at K.M.C. **Premises No. 69/1, Nayabad**, presently under P.S. Panchasayar, (formerly P.S. Purba Jadavpur), Kolkata – 700 099 in the manner followings :-

Sl. No	Cheque/ Draft No.	Date	Name of the Bank & Branch	Amount (Rs.)
1.				
2.				
3.				
4.				
TOTAL :				Rs.

(Total Rupees) only.

WITNESSES :

1.

1.

For ABASAN KOLKATA


Partner

2.

2.

SIGNATURE OF THE THIRD PARTY/
PROMOTER

DATED THIS THE DAY OF 2024

BETWEEN

SMT. RINKU NANDY

FIRST PART/OWNER/VENDOR

AND

1.

2.

SECOND PART/ALLOTTEES

AND

ABASAN KOLKATA

THIRD PART/PROMOTER

DEED OF CONVEYANCE

KANAK KIRAN BANDYOPADHYAY

ADVOCATE

HIGH COURT, CALCUTTA

16/2A, KALIKAPUR ROAD,

KOLKATA-700099

MOBILE : 9051338537, 9831068537

Email. kanakban@gmail.com