

DEED OF CONVEYANCE

THIS INDENTURE made this day of _____ Two Thousand
and **Twenty-three (2023)**

BY AND BETWEEN

(1) **SM. JAYA BHATTACHARYYA**, (PAN – **ACZPB8966H**), (Aadhaar No. **6945 7303 8174**), wife of Late Amal Kanti Bhattacharyya, by Occupation – House-wife and (2) **SRI BIRESWAR BHATTACHARYYA**, (PAN – **BLVPB9994B**), (Aadhaar No. **8120 5588 3509**), son of Late Amal Kanti Bhattacharyya, by Occupation – Service, both by faith – Hindu, by Nationality – Indian, both are residing at Flat No. 1, DL - 231, Salt Lake, Sector – II, P.O. Bidhannagar Sech Bhawan, P.S. Bidhannagar (East), Kolkata – 700 091, District – North 24-Parganas, hereinafter jointly called and referred to as the “**OWNERS/ VENDORS**” (which expression shall unless excluded by and repugnant to the context be deemed to mean and include their legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successor/ successors) of the **FIRST PART**. The **VENDORS** are hereby represented by their lawful Constituted Attorney namely “**BINAYAK GROUPS**”, (PAN – **AKNPM2537P**), a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL**, (PAN – **AKNPM2537P**), (Aadhaar No. **2225 3389 8869**), son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, by virtue of a registered Development Agreement along with Developer Power of Attorney dated 08.10.2021, registered at D.S.R. - IV, Alipore, South 24-Parganas and recorded into Book No.1, Volume No. 1604-2021, P Pages from 36292 to 36396, Deed No. 160400919 for the year 2022

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(1) _____, (PAN – _____), (Aadhaar No. _____), son of _____, by Faith – _____, both by Occupation – _____, by Nationality – Indian, residing at _____, Post Office - _____, Police Station - _____, District – _____, Pin – _____, State - _____ and (2) _____, (PAN – _____), (Aadhaar No. _____), son of _____, by Faith – _____, both by Occupation – _____, by Nationality – Indian, residing at _____, Post Office - _____, Police Station - _____, District – _____, Pin – _____, State - _____, hereinafter jointly called and referred to as the

“PURCHASERS/ALLOTTEES” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, representatives, successors and assigns) of the **SECOND PART**

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“BINAYAK GROUPS”, (PAN – AKNPM2537P), a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL**, (PAN – AKNPM2537P), (Aadhaar No. 2225 3389 8869), son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, hereinafter called and referred to as the **“PROMOTER/DEVELOPER/CONFIRMING PARTY”** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **THIRD PART**.

WHEREAS the Party of the **THIRD PART** is running Proprietorship business by a firm under the Trade Name of **“BINAYAK GROUPS”** with the purpose of developing housing projects by way of construction of residential flats/flat and/or Car Parking Space and/or Shop and/or Office Space and sale thereof to the intending buyers at the price for consideration.

AND WHEREAS by a Deed of Conveyance bearing the date 14th July, 1978 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas, recorded in Book No. 1, Being No. 4092 for the year 1978 the previous Vendor/Society namely The Jadavpur Co-Operative Land and Housing Society Limited, registered under the West Bengal Co-operative Society Act, 1940 (Registration No. 116/CAL of 1965) and having its registered office at Jadavpur University, P.S. Jadavpur, Kolkata - 700032 in the District of South 24-Parganas hereinafter referred to as **‘THE SAID SOCIETY’** absolutely purchased for a valuable consideration mentioned therein from one Sunil Kumar Mitra and others the total land measuring an area of 10.93 Acres (Ten Acre Ninety three decimals) comprising in R.S. Dag Nos.83, 85, 87, 88, 89, 91, 131, 132, 135, 136 and 139, under Khatian No.101, J.L. No.

25, Touzi No. 56 situated in Mouza – Nayabad, in formerly Police Station – Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance dated 8th February, 1979, registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No. 1, Being No. 590 for the year 1979 '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring a further 10.93 Acres (Ten acres and Ninety three decimals) comprising in R.S. Dag Nos. 83, 85, 87, 81, 89, 91, 131, 132, 135, 136 and 139, under Khatian No. 101, J.L. No. 25, Touzi No. 56, in Mouza – Nayabad, in formerly Police Station – Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing dated 3rd December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No.I, Being No. 5334 for the year 1979 '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration as mentioned therein from Ganesh Chandra Paramanik and others the total land measuring 1 (One) Bigha 11 (Eleven) Cottahs (0.53 ½ acres) comprising in Dag No. 139, J.L. No. 25, under Khatian No.90, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, under formerly Police Station – Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing dated 3rd December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No. I, Being No. 5335 for the year 1979 '**THE SAID SOCIETY**' further absolutely purchased for a valuable consideration as mentioned therein from Kubir Mondal and others the total land measuring 16 (Sixteen) Cottahs 8 (Eight) Chittacks (0.28 ½ acres) comprising in Dag No. 139, J.L. No. 25, under Khatian No. 90, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing dated 3rd December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No. I, Being No. 5336 for the year 1979 '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration as mentioned therein from Methor Bag and others the

total land measuring more or less 3 (Three) Bighas (0.99 acres) comprising in Dag No. 196, J.L. No. 25, under Khatian No. 76, R.S. No. 3, Touzi No.56, Mouza – Nayabad, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 21st December, 1979 and registered at the Office of the District Sub-Registrar, Alipore 24-Parganas and entered in Book No. 1, Being No. 6957 for the year 1979 ‘**THE SAID SOCIETY**’ absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.93 acres (Ten Acres Ninety three decimals) comprising in Dag No. 83, 135, under Khatian No. 101, R.S. No. 2, Touzi No. 56, Mouza – Nayabad, J.L. No. 25, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 29th April, 1980 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas in Book No. 1, Being No. 3223 for the year 1980, ‘**THE SAID SOCIETY**’ absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.92 (Ten Acres Ninety Two decimals) comprising in Dag Nos. 83, 85, 87, 88, 89, 91, 131, 135, 136 and 139, J.L. No.25, under Khatian No. 101, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas.

AND WHEREAS thereafter ‘**THE SAID SOCIETY**’ recorded its name with the office of the then J.L.R.O. Behala by order under Memo Nos. 2086, 2087 and 2089 dated 06.06.1980 as absolute owner of all the land measuring about 45.52 acres [137 (One hundred Thirty Seven) Bighas 5 (Five) Cottahs 7 (Seven) Chittacks and 31 (Thirty one) Sq.ft.] so purchased from the above mentioned parties and was thus seized and possessed of and/or otherwise well and sufficiently entitled to their absolute and indefeasible right and interest free from all encumbrances, liens, charges, lispens, attachments and is in khas possession thereon.

AND WHEREAS in pursuance of the object of developing the area for residential purposes of the members, the said Jadavpur Co-Operative Land and Housing Society Limited effected improvements thereon by filling earth and making the same of uniform level laid out

roads, passages and divided the area into several plots of different sizes and measurements for distribution among the members of '**THE SAID SOCIETY**'. The entire land on which the said plots have been so carved out is fully described in the First Schedule being **SCHEDULE 'A'** hereunder written.

AND WHEREAS pursuant to an application for membership of "**THE SAID SOCIETY**" made by the PURCHASERS Member namely one Amal Kanti Bhattacharyya, son of Late Ashutosh Bhattacharyya, deceased husband and father of the present **OWNERS** herein respectively, for obtaining a plot of land and agreeing to comply with the terms and conditions of the said **SOCIETY** for the demise thereof the purchaser member i.e. said Amal Kanti Bhattacharyya since deceased was admitted as a member of The Jadavpur Co-Operative Land and Housing Society Limited and the "Said Society" issued the necessary Share Certificate separately in favour of said Amal Kanti Bhattacharyya since deceased.

AND WHEREAS by a resolution dated 02.05.1987 it was decided by "**THE SAID SOCIETY**" to allot different plots of land to its different members by lottery and such lottery was held on 31.05.1987 whereby the purchaser Member i.e. said Amal Kanti Bhattacharyya since deceased, was allotted the plot of land and hereinafter referred to as "**THE SAID PLOT**" and the said Amal Kanti Bhattacharyya since deceased, accepted the such lottery.

AND WHEREAS said Amal Kanti Bhattacharyya since deceased as the purchaser therein paid a sum of Rs.9,000/- (Rupees Nine Thousand) only as the full and final payment to "**THE SAID SOCIETY**" from time to time as required by "the said society" for allotment of the said plot in favour of him as the Member.

AND WHEREAS the said Amal Kanti Bhattacharyya since deceased, as the purchaser took the inspection of the Scheme plan and also the said allotted plot and was satisfied himself as to size and condition thereof and also that the said consideration is the fair and reasonable purchase consideration thereof and the "**THE SAID SOCIETY**" after having received the full payment of the Sale consideration allotted the said plot to the said Amal Kanti Bhattacharyya since deceased being **ALL THAT the Plot No. 17 (Phase-I)** measuring more or less **3 (Three) Cottahs** situated in **Mouza – Nayabad, J.L. No. 25, comprising in R.S. Dag No. 132 (Part), under R.S. Khatian No.101**, out of the total land as mentioned in the **SCHEDULE – A** below by a registered Deed of Conveyance dated 23.08.1989 made

between “the said society” therein referred to as the Vendor Society of the one part and the said Amal Kanti Bhattacharyya since deceased, therein referred to as the purchaser member of the other part and registered with the office of District Sub-Registrar, Alipore, 24-Paraganas and recorded in Book No. I, Volume No.402, at Pages 156 to 159, Being No. 16423 for the year 1989, the said society for the consideration therein mentioned transferred its all right, title and interest in respect of the said plot of land to the said said Amal Kanti Bhattacharyya since deceased.

AND WHEREAS after purchase said Amal Kanti Bhattacharyya mutated his name in the record of The Kolkata Municipal Corporation known as **K.M.C. Premises No.1914, Nayabad**, being Assessee No. 31-109-08-1914-1, within K.M.C. Ward No.109, under formerly P.S. Kasba, at present P.S. Purba Jadavpur, Kolkata – 700 099, District : South 24-Parganas and had been paying necessary K.M.C. Taxes to The Kolkata Municipal Corporation and was peaceful enjoyment and possession of the aforesaid land and Property morefully and particularly described in the **SCHEDULE – A** hereunder written.

AND WHEREAS while enjoying the above mentioned property, said Amal Kanti Bhattacharyya, died intestate on 11.02.2021, leaving behind him his widow wife namely **SMT. JAYA BHATTACHARYYA** and only son namely **SRI BIRESWAR BHATTACHARYYA**, the present **OWNERS/VENDORS No. 1 & 2** respectively as his only legal heirs and successors who have jointly inherited the aforesaid property left by said deceased Amal Kanti Bhattacharyya as per Hindu Succession Act, 1956 and thus the present **OWNERS** herein are now the absolute joint owners of the aforesaid property as mentioned in the **SCHEDULE – A** below.

AND WHEREAS thereafter the present **OWNERS** herein have jointly mutated their names in the record of The Kolkata Municipal Corporation in respect of their aforesaid inherited property known as **K.M.C. Premises No.1914, Nayabad**, being Assessee No. 31-109-08-1914-1, within K.M.C. Ward No.109, under P.S. Purba Jadavpur, Kolkata – 700 099, District - South 24-Parganas as mentioned in the **SCHEDULE - A** below and now the present **OWNERS** herein are in physical possession of the said property which is free from all encumbrances.

AND WHEREAS the present **OWNERS** now decided to develop the **SCHEDULE**

- 'A' mentioned property by constructing a Multi-storied residential-cum-commercial building with Lift facility, comprising of a number of residential flats on the different floors, commercial space/s and Car Parking Space/s in the ground floor, but due to paucity of fund, lack of technical knowledge, experience in the field of construction, have now decided to do the same by appointing a **DEVELOPER**, who is financially and technically sound to construct a Multi-storied residential-cum-commercial building with Lift facility upon the aforesaid property as per the sanction building plan to be sanctioned from The Kolkata Municipal Corporation.

AND WHEREAS the **DEVELOPER** herein, coming to know the facts of such desire of the **OWNERS** herein, has made a proposal in relation to the aforesaid development of the said property before the **OWNERS**. The **OWNERS** after necessary investigation and thorough understanding with the **DEVELOPER** herein, have agreed to develop the said premises by the **DEVELOPER**. Both the Parties hereto have mutually analysed, discussed, agreed and thereafter entered into a registered Development Agreement along with Developer Power of Attorney dated 08.10.2021, registered at D.S.R. - IV, Alipore, South 24-Parganas and recorded into Book No.1, Volume No. 1604-2021, Pages from 36292 to 36396, Deed No. 160400919 for the year 2022 for the construction of a new Multi-storied residential-cum-commercial building with Lift facility upon the aforesaid property as per the sanctioned building plan under certain terms and conditions as mentioned therein and in the said registered Development Agreement along with Developer Power of Attorney the entire Developer's Allocation and also the entire Owners' Allocation have been properly described.

AND WHEREAS subsequently the **DEVELOPER** has applied before the K.M.C. to sanction the building plan and a Ground plus Three Storied building plan with Lift facility which has now been approved by K.M.C. vide sanctioned building Permit No. 2022120188 dated 07.07.2022.

AND WHEREAS thereafter the **DEVELOPER** sanctioned the building plan as partly Ground Plus Four storied as per prevailing building Rules of KMC vide sanctioned Building Permit No. 2023120208 dated 02.08.2023 from the K.M.C. Borough Office – XII and now the **DEVELOPER** has developed as well as promoted the entire premises as described in the **SCHEDULE – 'A'** below as per aforesaid sanctioned building plan.

AND WHEREAS the West Bengal Government introduced the **new Promoter and Builder Law** as per The West Bengal Real Estate (Regulation and Development) Act, 2016 and also The West Bengal Real Estate (Regulation and Development) Rules, 2021. The **DEVELOPER** has now taken the registration of this project under this Act and Building Rules vide Registration No. _____ dated _____ and the **DEVELOPER** has also taken registration of GST. As per said Act the registration of the flat shall be done on Carpet area which has been described in this deed accordingly.

AND WHEREAS the Flat and Car Parking Space as mentioned in the SCHEDULE - B below are of Developer's allocated portion and the **DEVELOPER** has received the entire sale proceeds i.e. consideration amount from the intending Purchaser herein.

AND WHEREAS during construction of the building the **PROMOTER/DEVELOPER** declared to sell the flats etc. with habitable use of the **DEVELOPER'S ALLOCATION** and the **PURCHASER** herein knowing the same and also after satisfaction of the title of the property agreed to purchase one residential **Apartment/Flat/Unit No. ___ having carpet area of ___ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area ___ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of ___ Square Feet** corresponding to total built up area of unit ___ **Square Feet** and corresponding to total **Super built up/Saleable area of ___ Square Feet more or less** on the _____ **Floor, _____ side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ___ on the Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less on satisfaction of the **PURCHASER** regarding the specification of the flat and its area and also right to use all common service area and other facilities and also right to use the common portions, space and right of common use of the common passage, staircase, landings etc. as well as roof for the service purpose and the other necessary easement rights as described in the **SCHEDULE "C"** hereunder written and undivided proportionate share of land as described in the **SCHEDULE "A"** below.

AND WHEREAS both the **VENDORS** and the **PROMOTER/DEVELOPER** agreed to sell and convey the said **Flat No. ___** and the **PURCHASER** agrees to purchase the said **Flat No. ___** situated on the _____ **Floor, _____ side** of the building

togetherwith **one Car parking Space No. ____** on **Ground Floor** of the said building as described in the **SCHEDULE “B”** below togetherwith undivided proportionate share of land as described in the **SCHEDULE “A”** below and also right to use all common rights and facilities as described in the **SCHEDULE “C”** for a total consideration price of **Rs. _____ /- (Rupees _____) only** free from all encumbrances, liabilities, whatsoever, which is under **PROMOTER/DEVELOPER /CONFIRMING PARTY’S Allocation.**

AND WHEREAS the **PROMOTER/DEVELOPER** entered into an Agreement for Sale dated _____ , with the **PURCHASER** and the **DEVELOPER** has agreed to sell the **PURCHASER** the said **Apartment/Flat/Unit No. ____** having carpet area of _____ **Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area _____ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of _____ Square Feet** corresponding to total built up area of unit _____ **Square Feet** and corresponding to total **Super built up/Saleable area of _____ Square Feet more or less** on the _____ **Floor, _____ side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. __** on the **Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less and the **PROMOTER/DEVELOPER** herein has agreed to sell the **PURCHASER ALL THAT** said **Flat No. ____** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building as described in the **SCHEDULE “B”** hereunder written right to use all common rights and common services as described in the **SCHEDULE “C”** below and undivided proportionate share of land morefully as described in the **SCHEDULE “A”** and the said flat alongwith the balcony of the building has been built up in accordance with the said sanctioned residential building plan and discuss to acquire and possess the said flat togetherwith **one Car Parking Space of Rs. _____ /- (Rupees _____) only** for a total consideration towards the proportionate cost of land and cost of construction of the said flat togetherwith Car Parking Space and the entire cost of the said flat togetherwith Car Parking Space have been taken only by the **PROMOTER/DEVELOPER** as the said flat and Car Parking Space is of Developer’s Allocation.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale dated _____ , in consideration of the said sum of **Rs. _____ /- (Rupees _____) only** of which the entire consideration of **Rs. _____ /- (Rupees _____) only** paid by the **PURCHASER** to the **CONFIRMING PARTY/DEVELOPER** on or before execution of this Deed only on different dates as described in the Memo of Consideration of which receipts have been issued totalling **Rs. _____ /- (Rupees _____) only** and the receipt whereof the **PROMOTER/DEVELOPER** hereby acknowledges and admits and/or for the same and every part thereof both truly acquit release and forever discharge the **PURCHASER** of all his liabilities thereof and it is noted that the entire consideration money of **Rs. _____ /- (Rupees _____) only** against the said flat and Car Parking have been received by the **DEVELOPER/ CONFIRMING PARTY** and both the **VENDORS** and the **CONFIRMING PARTY/DEVELOPER** as beneficial owners and party respectively do hereby grant, convey, transfer, assigns, assure unto the said **PURCHASER** free from all encumbrances **ALL THAT** the undivided proportionate share of interest in the said land morefully and more particularly described in the **SCHEDULE "A"** hereunder written together with a complete **Apartment/Flat/Unit No. ___ having carpet area of ___ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area **___ Square Feet** excluded from total carpet area) aggregating to **net carpet area of ___ Square Feet** corresponding to total built up area of unit **___ Square Feet** and corresponding to total **Super built up/Saleable area of ___ Square Feet more or less** on the **_____ Floor, _____ side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ___ on the Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less as described in the **SCHEDULE "B"** below and undivided proportionate share of land as mentioned in the **SCHEDULE "A"** hereunder written constructed at the cost and expenses of the **PURCHASER TO HAVE AND TO HOLD** the said Flat togetherwith right to use the undivided share of land, staircases, common-land, roof of the building, water supply lines and other common paths and drains and sewerages, equipments and installation and fixture and passages and stair appertaining to the said building situated at **K.M.C. Premises No. 1914, Nayabad, within Ward No.**

109, under P.S. Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, as mentioned in the **SCHEDULE “B” AND “C”** hereunder written herein comprised and hereby granted conveyed, transferred, assigned and assured and every part or parts thereof respectively together with there and every or their respective rights and appurtenance whatsoever unto the said **PURCHASER** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER** with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said complete **Flat No. ____** situated on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building and right to use all common rights and proportionate land share as morefully described in the **SCHEDULE “B” AND “C”** hereunder written.

AND IT IS HEREBY AGREED AMONG THE OWNERS/VENDORS, PROMOTER/DEVELOPER /CONFIRMING PARTY AND THE PURCHASER :-

1. The **PURCHASER** shall be entitled to all rights, privilege vertical and lateral supports easements quasi easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said **Flat No. ____** situated on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building for usually hold used occupied or enjoyed or reputed so to be or known as part and parcel thereof or appertaining thereto.
2. The **PURCHASER** shall be entitled to the right of access in common with the **OWNERS/VENDORS** and/or other occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the said building.
3. The **PURCHASER** and her agents and nominees shall also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said **Flat No. ____** situated on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building pathways comprised with the said building

and Premises or passages and that nothing therein contained the **VENDORS/PROMOTER/DEVELOPER** shall permit the **PURCHASER** or any person deriving title under the purchase but the **PURCHASER** or her servants nominees, employees invitees shall not obstruct the common portion of the building in any way by parking vehicles, deposit of materials, rubbish or otherwise to any other flat owners of the building or holding including the **VENDOR**.

4. The **PURCHASER** shall have the right of protection of the said flat to be kept safe and perfect of all portions of the said **Flat No. ____** situated on the _____ **Floor, _____ side** of the building including the entire premises.
5. The **PURCHASER** shall also be entitled to the right of passage in common as aforesaid of taking, gas, electricity water to the said flat through pipes drains, wires and common spaces lying or being under or through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said flat for the purpose whatsoever.
6. The **PURCHASER** shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such as pipes, drains and common spaces aforesaid and for the purpose of building repair or cleaning part or part of the said **Flat No. ____** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building.

THE OWNERS/VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-

1. That the **VENDORS** have the absolute authority of the land and so the **VENDORS** have good rightful power and absolute authorities to grant, convey, transfer, assign and assure the undivided proportionate share of land pertaining to the said **Flat No. ____** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building and also together with right to use common stair-case and other common portions/parts and open spaces, paths and passages in the said building.

2. It shall be lawful for the **PURCHASER** from time to time and at all times hereafter to enter into and upon hold and enjoy the said **Apartment/Flat/Unit No. ___ having carpet area of ___ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area **___ Square Feet** excluded from total carpet area) aggregating to **net carpet area of ___ Square Feet** corresponding to total built up area of unit **___ Square Feet** and corresponding to total **Super built up/Saleable area of ___ Square Feet more or less** on the **_____ Floor, _____ side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ___** on the **Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less and right of use all common open places and other services of the building with stair cases and other common parts and passages in the said building and every part thereof morefully described in the **SCHEDULE "B" AND "C"** hereunder written and to receive the rents, issues and profits thereof and have full power, right and authority to sell, transfer, mortgage, lease, dispose of the said flat and balcony without any interruption disturbances claims or demands whatsoever from or by the **VENDORS** or **CONFIRMING PARTY** herein of any person or persons claiming through under or in the trust for them.
3. The said Flat on **_____ Floor, _____ side** being **Flat No. ___** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ___** on the **Ground Floor** of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever.
4. The **VENDORS** and the **CONFIRMING PARTY** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASER** makes do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said proportionate undivided share of land pertaining to the said **Flat No. ___** situated on the **_____ Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the

covered Car Parking Space No. ____ on the **Ground Floor** of the said building and also together with common stair case and other common open parts and services, paths and passages respectively and every part thereof unto the **PURCHASERS** in manner aforesaid as shall or may be reasonably required **AND** that the **VENDORS** and/or **CONFIRMING PARTY** shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the **PURCHASER** produce or cause to be produced to the **PURCHASER** or to her attorney or agent at any trial, commission, examination or otherwise occasion shall require any of the Deed or Deeds, Documents and writings which are in their possession or power relating to the said undivided proportionate share of land and the **CONFIRMING PARTY** shall deliver to the **PURCHASER** all the attested or other copies of extract and/or from the said deeds, documents and writings.

THE PURCHASER DO HEREBY COVENANT WITH THE OWNERS/ VENDORS AND THE DEVELOPER/CONFIRMING PARTY AS FOLLOWS:-

1. So long as the said **Flat No. ____** situated on the _____ **Floor, _____** side of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building along with all common rights and common expenses as described in the **SCHEDULE "B", "C" AND "D"** hereunder written shall not be separately assessed the said **PURCHASER** shall pay from the date of execution of the Deed of Conveyance and/or occupations taken by the **PURCHASER** whichever date is earlier, the proportionate share of Municipal taxes as per apportionment to the extent of the said flat to be made by the **VENDORS** and the **CONFIRMING PARTY** jointly and they also pay the building taxes to the State Government if any proportionately as apportioned by the said **VENDORS** only to the extent of the **PURCHASER'S** flat as mentioned in the **SCHEDULE-'B'** below.
2. The **PURCHASER** shall pay all taxes, rates impositions and other outgoings in respect of the said flat proportionately as may be imposed by the K.M.C. and/or the Central or State Government and shall also pay all such fees or charges or any other taxes or payment of similar nature.

3. The **PURCHASER** shall contribute and pay from time to time and at all times hereafter the proportionate share towards cost expenses, outgoings and maintenance in respect of the enjoyment of the common amenities and common expenses as specified by the Association of the flat owners of the Premises and the same shall be conclusive final and binding on the **PURCHASER** and other flat owners of the building.
4. The **PURCHASER** shall maintain the said **Flat No.** ____ situated on the _____ **Floor,** _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No.** ____ on the **Ground Floor** of the said building at her own cost in the same good condition (reasonable wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the Government both central and State, the K.M.C. and/or any other Authorities and Local Bodies and also particulars to observe and maintain such rules, Bye-laws framed by Association of Flat Owners for the protection of the building.
5. The said **PURCHASER** doth hereby covenant to keep her said flat inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions and in good repair.
6. The said **PURCHASER** shall not make any such construction of structural alteration of any portion of the building causing any damages to other flats or causing obstruction to other owners of the flats of the building.
7. The said **PURCHASER** shall at her own costs and expenses fix up separate meter connection or meters in the said flat and balcony for electricity power connection to be consumed in the said flat by the **PURCHASER** and the **PURCHASER** shall pay all rates and taxes which may be imposed by the proper authority. The **PURCHASER** shall be entitled to make such interior construction and decoration for her necessities like racks, storage space, gas cylinder spaces, cooking racks etc., without causing any damages to the building.
8. The **PURCHASER** shall have full right and authority to sell, transfer, convey, mortgage, Gift, charges, lease or in any kind of encumber or deal, or dispose of her flat and Car Parking Space and/or her possession or to assign let out or part with this interest possession or benefit of her said **Flat No.** ____ situated on the _____

Floor, _____ side of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building or any part thereof provided the transferee shall agree in writing to observe and perform the covenants herein contained and rules and Bye-laws relating to the said building to be framed by the Association.

9. The **PURCHASER** shall have to carry out the necessary repair which may be pointed out by the Association to be formed as per W.B. Apartment Ownership Act, 1972 to extent of the said flat and balcony which will be applicable to the all the flat owners.
10. The **PURCHASER** shall not use nor caused to be used the said **Flat No. ____** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building and or any part thereof in such manner which may likely to cause nuisance or annoyance to the occupants of other flats of the said building or to the owners or occupiers of adjoining or neighbouring properties nor shall use the same for any illegal or immoral purposes or as a restaurant, workshop and godown.
11. Save and except the said flat and Car Parking Space sold herein, the said **PURCHASER** shall have no claim or right of any nature or kind over or in respect of any other flat and he shall have right to use open spaces and lobbies, stair-case as well as for the purpose of services or the ultimate Fourth Floor roof of the building in common with other Flat owners morefully specified in the **SCHEDULE "C"** hereunder written.
12. The said **PURCHASER** shall not bring keep or store in or any part of the said flat inflammable combustible substance or articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.
13. The **PURCHASER** herein alongwith other Purchaser(s) of the Car Parking Space of the building shall use their individual Car Parking Space by mutual understanding at the time of egress and ingress of his individual Cars without raising objection or creating any hindrances to other Owners of the Car Parking

Space on the Ground Floor of the building. The **PURCHASER** shall have no right title or interest in any other flat except Schedule – B flat and Car Parking Space and open land, if any of the said building excepting the using and holding right of the ultimate Fourth Floor roof along with his Co-Purchasers. The **PURCHASER** hereby declares that he shall not raise any objection if the **DEVELOPER** and the **OWNERS/VENDORS** sell the unsold Car Parking Space/s and the Fourth Floor flat area along with the exclusive open terrace to any Third Party and/or if the Car Parking Spaces are not sold the same shall be used by the **DEVELOPER** at his will.

14. The **PURCHASER** shall have to pay the monthly maintenance and also the cost of the maintenance/repair of the lift time to time to be fixed up by the flat Owners or by the Association of the Flat Owners of the building to be formed later on and the **PURCHASER** shall have to abide by the decision of the Association.
15. The **PURCHASER** shall use the said flat and Car Parking Space as residential purpose only and keep the peace of the building without creating any nuisance or sound pollution.
16. That the save as the said flat and Car Parking Space and properties proportionate land herein morefully contained the **PURCHASER** shall have no right title or interest in any other flat and open land of the said building excepting the using right of the roof along with his Co-Purchasers. The **PURCHASER** hereby declares and confirms that he has already received the physical possession of the said flat and Car Parking Space from the **OWNERS/VENDORS** with full satisfaction as regards the super built-up area, title of the entire property and construction of the said building.
17. On and from the date of taking physical possession/registration/completion certificate obtained from KMC whichever is earlier the **PURCHASER/ SECOND PART** shall have to pay the necessary monthly maintenance charges of the building & also lift @Rs.1/- per Sq.ft. and proportionate taxes of his portion of the property. The **OWNERS/VENDORS** will be responsible for all types of taxes, duties and charges for the said flat as described in the **SCHEDULE – B** below upto the date of handing over of physical possession or registration/ completion certificate obtained from KMC whichever is earlier. The **PURCHASER** shall have to pay the said maintenance charges @Rs.1/- per Sq.ft. for the first 6 (Six) months

at a time to the **DEVELOPER** at the time of taking over possession of the said flat and such deposit shall be treated as a security deposit and shall be transferred to the Association upon its formation subject to all adjustment whatsoever and the **PURCHASER** hereby give his consent and upon formation of the Association the **PURCHASER** shall have to abide by the decision of the association.

AND FURTHER more that the **VENDORS** and the **CONFIRMING PARTY** and all their heirs executors and administrators representatives shall at all times hereinafter indemnify and keep indemnified the **PURCHASER** and his heirs and executors, administrators and assigns against loss, damages, costs, charges expenses, if it is suffered by reasons of any defect in the title of the **VENDORS** and the **CONFIRMING PARTY** or any breach of the covenants hereafter contained. Simultaneously, with the execution and registration of the conveyance of the said flat together with one Car Parking Space the **VENDORS** and the **DEVELOPER** shall hand over the **PURCHASER** the necessary Xerox copies of documents such as The Kolkata Municipal Corporation Tax Receipts, copy of the sanctioned building plan, copies of all other deeds etc. for perfection of the **PURCHASER'S** title.

THE SCHEDULE ABOVE REFERRED TO
SCHEDULE - 'A'

ALL THAT piece and parcel of presently homestead land measuring an area of 3 (Three) Cottahs more or less whereon a new partly Ground plus Three storied building with lift facility is being erected under name and style “**BINAYAK ASTRA - 2**” as per sanctioned building plan vide sanctioned building Permit No. 2022120188 dated 07.07.2022 and thereafter Building Permit No. 2023120208 dated 02.08.2023 duly sanctioned by The Kolkata Municipal Corporation, Borough Office – XII, situated in Mouza - Nayabad, J.L. No.25, comprising in portion of R.S. Dag No. 132 (Part), under R.S. Khatian No.101, being Plot No. 17 (Phase-I), within A.D.S.R. Office at Sealdah and D.S.R. Office at Alipore, within the jurisdiction of The Kolkata Municipal Corporation, **Ward No. 109**, known as **K.M.C. Premises No. 1914, Nayabad**, being **Assessee No. 31-109-08-1914-1**, under P.S. Purba Jadavpur, Kolkata – 700 099, District - South 24-Parganas and entire property is butted and bounded by :

ON THE NORTH : Plot No. 16;

ON THE SOUTH : Plot No. 18;

ON THE EAST : 40' Ft. wide K.M.C. Road;

ON THE WEST : Plot Nos. 11 & 12.

SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT piece and parcel of one residential **Apartment/Flat/Unit No. ____** having carpet area of ____ **Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area ____ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of ____ Square Feet** corresponding to total built up area of unit ____ **Square Feet** and corresponding to total **Super built up/Saleable area of ____ Square Feet more or less** on the _____ **Floor, _____ side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. __** on the **Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less at **"BINAYAK ASTRA - 2"** and also together with proportionate undivided share of land measuring an area of 3 (Three) Cottahs more or less, situated in Mouza - Nayabad, J.L. No.25, comprising in portion of R.S. Dag No. 132 (Part), under R.S. Khatian No.101, being Plot No. 17 (Phase-I) and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **SCHEDULE 'C'** hereunder written and the proposed flat together with Car Parking Space is situated within under P.S. Purba Jadavpur, under The Kolkata Municipal Corporation **Ward No.109**, in **K.M.C. Premises No. 1914, Nayabad, Kolkata – 700 099**, District – South 24-Parganas as described in the **SCHEDULE "A"** above and the sold Flat together with Car Parking Space is shown in the annexed Plan by Red border line.

SCHEDULE - C ABOVE REFERRED TO
(COMMON RIGHTS AND SERVICES)

1. All stair-cases and stair landings on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.

3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. 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 by the Co-owners.
5. Roof, Mounted Room, if any, Parapet wall of the building are for the purpose of common services and right.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Common Electric meter space, electric meter board, Electricity service and electricity main line wirings and lighting.
8. Drainages and sewerages including man-hole, junction pits etc. and drive way.
9. Boundary walls, main gate and/or side gates if any.
10. Vacant space of the ground floor and Caretakers room and toilet, if any.
11. Lift and lift machine room of the building.
12. Such other common parts, areas, equipments and installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

SCHEDULE "D" OF THE PROPERTY ABOVE REFERRED
(COMMON EXPENSES TOWARDS PROPORTIONATE
AREA OF OWNERSHIP)

1. All cost of maintenance, operating, replacing, white-washing, painting, Lift repairing and lighting the common parts, roof and also the other parts of the said building.
2. All charges and deposit for supplies of common utilities, salary of the security guard, sweeper and other incidental cost.
3. The Kolkata Municipal Corporation taxes and other outgoings save those as are separately assessed on the respective unit.
4. Costs and charges of establishment for maintenance of the said building.
5. All litigation expenses for protecting the title of the said land and building.

IN WITNESS WHEREOF the parties have put their signature hereto the day, month and year first above written.

SIGNED, SEALS AND DELIVERED by the within the names **PARTIES** at Calcutta in the presence of :

1.

As Constituted lawful attorney of Sm. Jaya Bhattacharyya and Sri Bireswar Bhattacharyya, the Owners/Vendors herein.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE PROMOTER
DEVELOPER/CONFIRMING PARTY

MEMO OF CONSIDERATION

RECEIVED the sum of Rs. _____ /- (**Rupees** _____) only from the within mentioned **PURCHASERS** against the within mentioned Apartment/Flat/Unit No. _____ on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No.** _____ on the **Ground Floor** of the said building being Part of **K.M.C. Premises No. 1914, Nayabad, within Ward No. 109**, under P.S. Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, in the manner followings :-

Sl. No	Cheque No./Draft No.	Date	Name of the Bank & Branch	Amount (Rs.)

Total : _____
Rs. _____

(Rupees _____) only
WITNESSES :

1.

SIGNATURE OF THE PROMOTER
DEVELOPER/CONFIRMING PARTY

2.

DATED THIS DAY OF 2023

BETWEEN

1. SM. JAYA BHATTACHARYYA
2. SRI BIRESWAR BHATTACHARYYA

OWNERS/VENDORS

A N D

PURCHASER

A N D

BINAYAK GROUPS

PROMOTER/DEVELOPER/
CONFIRMING PARTY

DEED OF CONVEYANCE