

DEED OF CONVEYANCE

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

BY AND BETWEEN

(1) SRI SWAPAN KUMAR MUKHERJEE, (PAN – AEJPM4308Q), (Aadhaar No. 2171 7245 6276), son of Late Bisweswar Mukherjee, by faith – Hindu, by Occupation - Retired Person, by Nationality – Indian, residing at 11, Avenue South, P.O. Santoshpur, presently P.S. Survey Park, (formerly P.S. Purba Jadavpur), Kolkata - 700 075, District – South 24-Parganas and **(2) SMT. SATHI PANTI, (PAN – BBMPP3937P), (Aadhaar No. 5328 3742 7716)**, wife of Sri Sudip Kumar Mandal, by faith - Hindu, by Occupation : Service, by Nationality : Indian, residing at B/35, Ganganagar, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata – 700 099, District – South 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 20.09.2021, registered at D.S.R. - IV, Alipore, South 24-Parganas and recorded into Book No.1, Volume No. 1604-2021, P Pages from 367787 to 367832, Deed No. 160409748 for the year 2021

A N D

(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**

A N D

“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 the **OWNER No. 1** herein namely **SRI SWAPAN KUMAR MUKHERJEE** was the absolute recorded Owner of **ALL THAT** piece and parcel of a plot of land measuring net land area of 3 (Three) Cottahs 5 (Five) Chittacks 32 (Thirty Two) Sq.ft. more or less together with a Tile Shed structure measuring an area 150 (One Hundred and Fifty) Sq.ft. more or less standing thereon, lying and situated in Mouza - Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana - Khaspur, comprised in R.S. Dag No. 143, under R.S. Khatian No. 93, being Scheme Plot No. 18, within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 322, Nayabad, being

Assessee No. 31-109-08-0322-4, under formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata – 700 099, in the District of South 24-Parganas and the **OWNER No. 1** has purchased the aforesaid property by virtue of two separate registered Deed of Conveyance of which (i) Deed of Conveyance dated 16.05.2016, registered in the Office at District Sub-Registrar - V, Alipore, South 24-Parganas and recorded into Book No. 1, Volume No. 1630-2016, Pages from 44445 to 44478, Being No. 163001497 for the year 2016, measuring gross land area 1 (One) Cottah 13 (Thirteen) Chittacks 39.50 (Thirty Nine point Five Zero) Sq.ft. more or less including road together with a Tile Shed structure measuring an area 75 (Seventy Five) Sq.ft. more or less standing thereon for a valuable consideration from the then rightful Owner namely Sri Arindam Bhattacharya, son of Late Prithwish Chandra Bhattacharyya and Late Manjusree Bhattacharyya of Flat No. 7E, 15, Mayfair Road, P.S. Karaya, Kolkata – 700 019 and another (ii) Deed of Conveyance dated 16.05.2016, registered in the Office at District Sub-Registrar - V, Alipore, South 24-Parganas and recorded into Book No. 1, Volume No. 1630-2016, Pages from 44479 to 44512, Being No. 163001498 for the year 2016, measuring gross land area 1 (One) Cottah 13 (Thirteen) Chittacks 39.50 (Thirty Nine point Five Zero) Sq.ft. more or less together with a Tile Shed structure measuring an area 75 (Seventy Five) Sq.ft. more or less standing thereon for a valuable consideration from the then rightful Owner namely Smt. Mahua Bhattacharya Adhikary, daughter of Late Prithwish Chandra Bhattacharyya and Late Manjusree Bhattacharyya of 65CC/1, Anupama Housing Complex, Phase - II, P.S. Baguiati, VIP Road, Kolkata – 700 052 thus totaling gross land area 3 (Three) Cottahs 11 (Eleven) Chittacks 34 (Thirty four) Sq.ft. more or less of which net land area was 3 (Three) Cottahs 5 (Five) Chittacks 32 (Thirty Two) Sq.ft. more or less and Road area was 6 (Six) Chittacks 2 (Two) Sq.ft. together with total Tile Shed structure measuring an area 150 (One Hundred and Fifty) Sq.ft. more or less standing thereon and said Sri Arindam Bhattacharya and Smt. Mahua Bhattacharya Adhikary obtained the entire property jointly by way of inheritance after the death of their mother Manjusree Bhattacharyya and since purchase the **OWNER No. 1** was in the peaceful possession of the said plot of land.

AND WHEREAS after purchase the **OWNER No. 1** herein mutated and recorded his name in respect of his entire purchased land in the record of The Kolkata Municipal Corporation, Ward No.109, known as K.M.C. Premises No. 322, Nayabad, being Assessee No. 31-109-08-0322-4, under formerly P.S. Purba Jadavpur, presently P.S. Panchasayar, Kolkata – 700 099, 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.

AND WHEREAS subsequently the **OWNER No. 1** filed an application before the Ld. B.L. & L.R.O. Office ATM Kasba for necessary Mutation and the concerned B.L. & L.R.O. department after physical inspection and also after verifying all the papers and documents mutated his above mentioned land vide Reference M/C No. 749 of 2016, Memo No. 18/mut/3720/BLLRO/ATM/ Kasba/16 dated 09.08.2016.

AND WHEREAS thereafter the **OWNER No. 1** herein namely **SRI SWAPAN KUMAR MUKHERJEE** converted the land from 'Shali' to 'Bastu' in nature from the Block Land & Land Reforms Officer, Additional Thakurpukur, Metiaburuzi at Kasba vide Conversion Case No. 337 / 2016, Memo No. 17/1461/Con. Certificate/ BLLRO/ATM/ Kasba/2016 dated 15.03.2017 against his ownership plot of land measuring gross land area of 3 (Three) Cottahs 11 (Eleven) Chittacks 34 (Thirty four) Sq.ft. more or less.

AND WHEREAS the **OWNER No. 2** herein namely **SMT. SATHI PANTI** purchased one plot of land measuring net land area of 3 (Three) Cottahs 9 (Nine) Chittacks 6 (Six) Sq.ft. more or less togetherwith one Tile shed structure measuring an area of 100 (One hundred) Sq.ft. standing thereon situated in Mouza – Nayabad, J.L. No.25, Touzi No.56, R.S. No.3, Pargana – Khaspur, being Scheme Plot No. 21, comprising in R.S. Dag No. 143, under R.S. Khatian No. 93, known as K.M.C. Premises No.173, Nayabad, being Assessee No. 31-109-08-0173-2, within K.M.C. Ward No.109, under formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata – 700 099, by virtue of a registered Deed of Conveyance dated 10.12.2018, registered in the Office at District Sub-Registrar - V, Alipore, South 24-Parganas and recorded into Book No. 1, Volume No. 1630-2018, Pages from 109739 to 109764, Being No. 163003081 for the year 2018 togetherwith all easement rights for a valuable consideration from the previous Owner namely Sri Sukumar Manna, son of Late Basanta Kumar Manna, residing at 72, Baidik Para Lane, Hindmotor, Post Office - Hindmotor, Police Station - Uttarpara, District – Hooghly, Pin – 712233 who purchased the aforesaid property measuring net land area of 3 (Three) Cottahs 9 (Nine) Chittacks 6 (Six) Sq.ft. and Road area 8 (Eight) Chittacks 6 (Six) Sq.ft. i.e. totaling gross land area 4 (Four) Cottahs 1 (One) Chittack 12 (Twelve) Sq.ft. more or less situated in Mouza – Nayabad, J.L. No.25, being Scheme Plot No. 21, comprising in R.S. Dag No. 143, under R.S. Khatian No. 93, under formerly P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, within the jurisdiction of

The Kolkata Municipal Corporation Ward No.109, Kolkata – 700 099, by virtue of a registered Deed of Bengali Bikroy Kobala dated 31.07.1985, registered in the office of the District Sub-Registrar, Alipore, 24-Paraganas and recorded in Book No. I, Volume No.177, at Pages 344 to 352, Being No. 10578 for the year 1985 togetherwith all easement rights for a valuable consideration from the then Owner namely Sri Subodh Malik, son of Late Dharendra Malik of Atghara, P.S. Sonarpur, District - 24-Paraganas and said Subodh Malik obtained the aforesaid property along with other property by virtue of inheritance after the death of his father said Dharendra Malik, son of Tarak Malik of Atghara, P.S. Sonarpur whose name was finally published during Revisional Settlement Operation as recorded R.T. and the said Deed of Bengali Bikroy Kobala was Confirmed by one Sri Tapan Kumar Dey, son of Late Amulya Krishna Dey of 30 No. South Road, Santoshpur, P.S. Kasba, Kolkata - 700 025 by joining as Confirming Party in the said registered Deed of Bengali Bikroy Kobala and since purchase the **OWNER No. 2** was in peaceful possession of the said plot of land.

AND WHEREAS after purchase the aforesaid plot of land the **OWNER No. 2** herein mutated her name in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.173, Nayabad, being Assessee No. 31-109-08-0173-2, within K.M.C. Ward No.109, under formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata – 700 099 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.

AND WHEREAS subsequently the **OWNER No. 2** filed an application before the Ld. B.L. & L.R.O. Office ATM Kasba for necessary Mutation and the concerned B.L. & L.R.O. department after physical inspection and also after verifying all the papers and documents mutated her above mentioned land vide Reference M/C No. 21 of 2019, Memo No. 18/mut/1578/BLLRO/ATM/ Kasba/19 dated 13.03.2019.

AND WHEREAS thereafter the **OWNER No. 2** herein namely **SMT. SATHI PANTI** converted the land from ‘Shali’ to ‘Bastu’ in nature from the Block Land & Land Reforms Officer, Additional Thakurpukur, Metiaburuz vide Conversion Case No. 334 / 2019, Memo No. 17/744/Con. Certificate/ BLLRO/S24-Pgs./2020 dated 17.02.2020 against her ownership plot of land.

AND WHEREAS both the **OWNERS** herein have been enjoying the two separate individual plots of land and as both plots of land are adjacent to each other, the Parties of

the **FIRST PART/ OWNERS** herein have decided and agreed to merge their total property into one compact plot of land and within one boundary line and accordingly by virtue of a registered Deed of Amalgamation dated 19th February, 2021, the **OWNER No. 1** herein as the Party of the **FIRST PART** therein and the **OWNER No. 2** herein, as the Party of the **SECOND PART** therein amalgamated their two Nos. of **Premises being No. 322, Nayabad and 173, Nayabad**, within **K.M.C. Ward No. 109** measuring total land area of **6 (Six) Cottahs 14 (Fourteen) Chittacks 38 (Thirty eight) Sq.ft. more or less** togetherwith two nos. of separate Tile shed structures total measuring **250 (Two Hundred and Fifty) Sq.ft.** standing thereon as mentioned in the **SCHEDULE - A** below and the said Deed of Amalgamation was registered in the Office of District Sub-Registrar – IV, Alipore and entered into Book No. I, Volume No. 1604-2021, Pages from 50725 to 50748, Deed No. 160401224 for the year 2021.

AND WHEREAS after such amalgamation the **OWNERS** herein have jointly recorded their said amalgamated property in the record of The Kolkata Municipal Corporation and the entire amalgamated property being numbered as **K.M.C. Premises No.173, Nayabad**, being Assessee No. 31-109-08-0173-2, within K.M.C. Ward No.109, under formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata – 700 099, District - South 24-Parganas togetherwith two nos. of separate Tile shed structures total measuring **250 (Two Hundred and Fifty) Sq.ft.** standing thereon as mentioned in the **SCHEDULE - A** below.

AND WHEREAS the present **OWNERS** thereafter decided to develop the **SCHEDULE - 'A'** mentioned property by constructing a Ground plus Three storied building with lift facility, comprising of a number of residential flats on the different floors, Car Parking Space/s in the ground floor, but due to paucity of fund, lack of technical knowledge, experience in the field of construction, has now decided to do the same by appointing a **DEVELOPER**, who is financially and technically sound to construct a Ground plus Three storied building with lift facility upon the aforesaid property as per the sanctioned building plan duly 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 verbal Agreement to satisfy the interest of both the parties thereto and thereafter the **DEVELOPER** has taken sanction of a Ground plus Three storied building with lift facility vide sanctioned building Permit No. 2021120176 dated 27.08.2021 from The Kolkata Municipal Corporation Borough Office – XII at the Developer’s own cost and expenses and subsequently the **DEVELOPER** and **OWNERS** have entered into a registered Development Agreement along with Developer Power of Attorney dated 20.09.2021, registered at D.S.R. - IV, Alipore, South 24-Parganas and recorded into Book No.1, Volume No. 1604-2021, Pages from 367787 to 367832, Deed No. 160409748 for the year 2021 for the construction of a new Ground plus Three storied 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 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 Ground Plus Three Storied 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 Ground Plus Three Storied 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. 173, Nayabad, within Ward No. 109**, under formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, 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 togetherwith 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 'Bastu' land measuring an area of **6 (Six) Cottahs 14 (Fourteen) Chittacks 38 (Thirty eight) Sq.ft. more or less** whereon a new Ground plus Three storied building with lift facility is standing under name and style "**BINAYAK PURPLE**" erected as per sanctioned building plan vide sanctioned building Permit No. 2021120176 dated 27.08.2021 duly sanctioned by The Kolkata Municipal Corporation, Borough Office – XII, situated in **Mouza - Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana - Khaspur**, comprising in portion of **R.S. Dag No.143**, under **R.S. Khatian No. 93**, 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.173, Nayabad**, being Assessee No. 31-109-08-0173-2, under formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata – 700 099, District - South 24-Parganas and entire amalgamated land and property is butted and bounded by :

ON THE NORTH : 12'-0" wide K.M.C. Road;

ON THE SOUTH : 12'-0" wide K.M.C. Road;

- ON THE EAST : Land and Property of Premises No. 495, Nayabad & 38, Nayabad and vacant land;
- ON THE WEST : Land and Property of Premises No. 163, Nayabad & 8, Nayabad.

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 PURPLE"** and also together with proportionate undivided share of land measuring an area of **6 (Six) Cottahs 14 (Fourteen) Chittacks 38 (Thirty eight) Sq.ft. more or less**, situated in **Mouza – Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana - Khaspur**, comprising in portion of **R.S. Dag No.143**, under **R.S. Khatian No. 93** 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, at present P.S. Panchasayar, under The Kolkata Municipal Corporation **Ward No.109**, in **K.M.C. Premises No. 173, 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 Sri Swapan Kumar Mukherjee and Smt. Sathi Panti, 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. 173, Nayabad, within Ward No. 109**, under P.S. Panchasayar, 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. SRI SWAPAN KUMAR MUKHERHEE
 2. SMT. SATHI PANTI
- OWNERS/VENDORS

A N D

PURCHASER

A N D

BINAYAK GROUPS

PROMOTER/DEVELOPER/
CONFIRMING PARTY

DEED OF CONVEYANCE