

**MASTER COPY**

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the \_\_\_\_\_ day of \_\_\_\_\_ of the year \_\_\_\_\_ A.D.

**BETWEEN**

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Subarna Enterprise  
Swapan K. Saha  
Proprietor

**(1) SMT. PRATIMA SAHA (PAN – ANHPS9258G)**, wife of Shri Swapan Kumar Saha, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at Flat No. 31, 3<sup>rd</sup> floor, “Madhab Niloy Apartment”, 38, Sree Nagar Main Road, Kolkata – 700094, Post Office – Panchasayar, Police Station – Narendrapur (previously Sonarpur), District – South 24 Parganas, West Bengal, **(2) SMT. RANU MONDAL (PAN – BNKPM5201R)**, wife of Shri Jagadish Mondal, by faith – Hindu, by Occupation – House-wife, by Nationality and Citizenship – Indian, residing at Garagachha, Post Office – Garia, Police Station – Sonarpur, Pin - 700084, District – South 24-Parganas, West Bengal, **(3) SHRI PRASANTA MONDAL (PAN – CFDPM6511A)**, son of Late Kanai Lal Mondal and Late Ujjala Mondal, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, **(3a) SHRI NIRAB MONDAL (PAN – AGZPM8459J)**, son of Late Kanai Lal Mondal and Late Ujjala Mondal, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, **(3b) SHRI DEBNATH MONDAL (PAN – AIHPM4507F)**, son of Late Kanai Lal Mondal and Late Ujjala Mondal, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, **(3c) SHRI DIPAK MONDAL (PAN – AIHPM3057E)**, son of Late Kanai Lal Mondal and Late Ujjala Mondal, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, **(3d) SMT. SANDHYA MONDAL (PAN – DQZPM3821F)**, daughter of Late Kanai Lal Mondal and Late Ujjala Mondal & wife of Late Lakshmi Kanta Mondal, by faith – Hindu, by Occupation – House-wife, by Nationality and Citizenship – Indian, **(3e) SMT. SUMATI NASKAR (PAN – AXTPN5263A)**, daughter of Late Kanai Lal Mondal and Late Ujjala Mondal & wife of Late Pulin Naskar, by faith – Hindu, by Occupation – House-wife, by Nationality and Citizenship – Indian, **(3f) SMT. ALOKA BAIRAGI (PAN – BGUPB2571G)**, daughter of Late Kanai Lal Mondal and Late Ujjala Mondal & wife of Late Kalipada Bairagi, by faith – Hindu, by

Occupation – House-wife, by Nationality and Citizenship – Indian, **(3g) SMT. TILOKA SARDAR (PAN – EBVPS5481M)**, daughter of Late Kanai Lal Mondal and Late Ujjala Mondal & wife of Shri Haran Sardar, by faith – Hindu, by Occupation – House-wife, by Nationality and Citizenship – Indian, **(3h) SMT. SULEKHA DHALI (PAN – CTKPD1904P)**, daughter of Late Kanai Lal Mondal and Late Ujjala Mondal & wife of Shri Subhas Dhali, by faith – Hindu, by Occupation – House-wife, by Nationality and Citizenship – Indian, all are residing at Gorkhara, Post Office – Sonarpur, Police Station – Sonarpur, Kolkata – 700150, District – South 24-Parganas, West Bengal, hereinafter jointly called and referred to as the **“OWNERS/VENDORS”** (which terms or expressions shall unless excluded by or repugnant to the subject and/or context be deemed to mean and include each of their respective heirs, executors, administrators, successors, legal representatives and/or assigns etc) of the **FIRST PART**.

The **Owners/Vendors** of the **First Part** herein are **represented by** their lawfully Constituted Attorney, named; **SHRI SWAPAN KUMAR SAHA (PAN – AVFPS3548D)**, son of Late Madhab Chandra Saha, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at Flat No. 31, 3<sup>rd</sup> Floor, “Madhab Niloy Apartment”, 38, Sree Nagar Main Road, P.O. – Panchasayar, Kolkata – 700094, Police Station – Narendrapur (previously Sonarpur), District – South 24 Parganas, West Bengal, being the **Proprietor** of **“SUBARNA ENTERPRISE”**, a Proprietorship concern, having its Office at “Madhab Niloy Apartment”, Ground Floor, 38, Sree Nagar Main Road, P.O. – Panchasayar, Kolkata – 700094, Police Station – Narendrapur (previously Sonarpur), District – South 24 Parganas, West Bengal, vide Development Power of Attorney, dated 19/05/2017, being registered in the Office of the D.S.R. – V South 24 Parganas and therein recorded in

Book No. I, Volume No. 1630-2017, Pages from 46181 to 46230, being Deed No. 163001542 for the year 2017.

**- AND -**

**“SUBARNA ENTERPRISE”**, a Proprietorship Concern, having its Office at “Madhab Niloy Apartment”, Ground Floor, 38, Sree Nagar Main Road, P.O. – Panchasayar, Kolkata – 700094, Police Station – Narendrapur (previously Sonarpur), District – South 24 Parganas, West Bengal, represented by its **Sole Proprietor**, named; **SHRI SWAPAN KUMAR SAHA (PAN – AVFPS3548D)**, son of Late Madhab Chandra Saha, by faith – Hindu, by Occupation – Business, by Nationality and Citizenship – Indian, residing at Flat No. 31, 3<sup>rd</sup> Floor, “Madhab Niloy Apartment”, 38, Sree Nagar Main Road, P.O. – Panchasayar, Kolkata – 700094, Police Station – Narendrapur (previously Sonarpur), District – South 24 Parganas, West Bengal, hereinafter called and referred to as the **“DEVELOPER/ CONFIRMING PARTY”** (which terms or expressions shall unless excluded by or repugnant to the subject and/or context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and assigns etc.) of the **SECOND PART**.

**-AND-**

..... **(PAN - .....**),  
son of ....., by faith – Hindu, by Occupation - Service , by  
Nationality and Citizenship – Indian, residing at  
.....  
.....  
hereinafter referred to as the **“PURCHASERS”** (which term or  
expression shall unless excluded by or repugnant to the context and/or

subject be deemed to mean and include each of their heirs, successors, executors, administrators, legal representatives and/or assigns etc.) of the **THIRD PART**.

**WHEREAS**

- 1) Said Smt. Pratima Saha purchased by a Deed of Sale made in Bengali Language (Saf Bikroy Kobala) dated 22<sup>nd</sup> day of January, 2009, ALL THAT the piece and parcel of 4 Cottahs more or less of land lying and situated at Mouza – Chak Garia, J.L. No. 26, R.S. No. 181/2 in part of R.S. Dag No. 130 under R.S. Khatian No. 26, Police Station – Purba Jadavpur in the District of South 24-parganas, morefully described in the SCHEDULE thereunder, which was sold by Smt. Manju Roy, wife of Kalyan Roy through her Constituted Attorney Sadananda Karmakar in favour of said Smt. Pratima Saha and the said Deed of Sale was registered at the Office of the District Sub-Registrar – III, South 24-Parganas, Alipore and recorded in its Book No. I, CD Volume No. 18, Pages from 664 to 677, Being No. 04423 for the year 2009 and the aforesaid property purchased by said Smt. Pratima Saha was numbered as Municipal **Premises No. 2138, Chak Garia** and is being assessed bearing Assessee No. 311090356128 under Ward No. 109 of K.M.C.
- 2) By and/or under another Deed of Sale made in Bengali Language (Saf Bikroy Kobala) dated 12<sup>th</sup> day of May, 2011, said Smt. Pratima Saha, further purchased ALL THAT the piece and parcel of 1 Cottah 12 Chitacks 41 sq. ft. more or less of land, lying and situated at Mouza - Chak Garia, J.L. No. 26, R.S. No. 181/2 in part of R.S. Dag No. 133, under R.S. Khatian No. 26, Police Station – Purba Jadavpur in the District of South 24-parganas, morefully described in the SCHEDULE thereunder written, from Ajay Kumar

Mondal, son of Late Abhoy Charan Mondal and the said Deed of Sale was registered at the Office of the District Sub-Registrar – III, South 24-Parganas, Alipore and recorded in its Book No. I, CD Volume No. 7, Pages from 8691 to 8703, Being No. 03697 for the year 2011 and the aforesaid property was numbered as Municipal Premises No. 2159, Chak Garia and assed bearing Assessee No. 311090364435 under Ward no. 109 of K.M.C.

- 3) By a Deed of Sale made in Bengali Language (Saf Bikroy Kobala) dated 27<sup>th</sup> day of September, 2005, said Smt. Ranu Mondal purchased ALL THAT the piece and parcel of 4 Cottahs more or less of land lying and situated at Mouza – Chak Garia, J.L. No. 26, in part of R.S. Dag No. 132, under R.S. Khatian No. 27, Police Station – Purba Jadavpur in the District of South 24-Parganas morefully described in the SCHEDULE thereunder written, from Smt. Lila Bagani, wife of Biswanath Bagani and Smt. Ghata Bala Naskar, wife of Late Jatindra Nath Naskar, through their Constituted Attorney Jagadish Mondal and the said Deed of Sale was registered at the Office of the District Sub-Registrar – III, South 24-Parganas, Alipore and recorded in its Book No. – I, Vol. No. 5, Pages from 4299 to 4317, Being No. 1929 for the year 2006 and the aforesaid property was/is numbered as Municipal Premises No. 2169, Chak Garia, bearing Assessee No. 311090364617 under Ward No. 109 of K.M.C.
- 4) By a Deed of Gift made in Bengali Language (DANPATRA) dated 19<sup>th</sup> day of February, 2013, said Smt. Ranu Mondal acquired her absolute Ownership over ALL THAT the piece and parcel of 2 Cottahs more or less of land lying and situated at Mouza - Chak Garia, J.L. No. 26, in part of R.S. Dag No. 132, under R.S. Khatian No. 27, Police Station – Purba Jadavpur in the District of South

24-Parganas, morefully described in the SCHEDULE thereunder written, as made by Jagadish Mondal, son of Late Balai Chandra Mondal in her favour and the said Deed of Gift was registered at the Office of the District Sub-Registrar – III, South 24-Parganas, Alipore and recorded in its Book No. – I, CD Volume No. 4, Pages from 257 to 269, Being No. 01647 for the year 2013 and the said property was/is numbered as Municipal Premises No. 2171, Chak Garia, being assessed bearing Assessee No. 311090364654 under Ward No. 109 of K.M.C.

- 5) Contiguous to aforesaid properties, one Ujjala Mondal (since deceased), by a Deed of Gift made in Bengali language (DANPATRA) dated 19<sup>th</sup> day of February, 2013, acquired her absolute Ownership over ALL THAT the piece and parcel of 2 Cottahs more or less of land, lying and situated at Mouza - Chak Garia, J.L. No. 26, in part of R.S. Dag No. 132, under R.S. Khatian No. 27, Police Station – Purba Jadavpur in the District of South 24-parganas, morefully described in the SCHEDULE thereunder written, as made by Prasanta Mondal and Eight Others in her favour and the said Deed of Gift was registered at the Office of the District Sub-Registrar – III, South 24-Parganas, Alipore and recorded in its Book No. – I, CD Volume No. 4, Pages from 94 to 111, Being No. 01648 for the year 2013 and the said property is numbered as Municipal Premises No. 2173, Chak Garia and was/is assessed bearing Assessee No. 311090364678 under Ward No. 109 of K.M.C.
- 6) Being thus Owners of the respective plots of land, Smt. Ranu Mondal, Smt. Pratima Saha and the said Smt. Ujjala Mondal for better utilization of their plots of land as aforesaid on 30<sup>th</sup> day of August, 2013 jointly executed One Deed of Exchange-cum-

Amalgamation amongst themselves in respect of the said properties and the said Deed of Exchange-cum-Amalgamation dated 30-08-2013 was registered at the Office of the District Sub-Registrar – III, South 24-Parganas, Alipore and recorded in its Book No. – I, CD Volume No. 15, Pages from 6824 to 6848, Being No. 07857 for the year 2013.

- 7) After execution and registration of the said Deed of Exchange-cum-Amalgamation dated 30-08-2013, the said plots of land were numbered as Municipal Premises No. 2138, Chak Garia, Kolkata – 700094 under Ward No. 109 bearing Assessee No. 311090356128 having total land area of 13 Cottahs 12 Chitacks 41 sq.ft. more or less.
  
- 8) Amongst the joint Owners of the said Amalgamated Plot/ Property i.e. **ALL THAT** piece and parcel of Bastu land measuring an area of **13** (Thirteen) Cottahs **12** (Twelve) Chhitacks **41** (Forty One) sq.ft. more or less, lying and situated in Mouza - Chak Garia, J.L. No. 26, R.S. No. 181/2 in part of R.S. Dag Nos. 130, 132 and 133 under R.S. Khatian Nos. 26 & 27, being Municipal Premises No. 2138 (K.M.C. Assessee No. – 311090356128), Chak Garia, Kolkata – 700094 under Ward No. 109 of the Kolkata Municipal Corporation, Police Station – Purba Jadavpur (formerly Kasba), District – South 24-Parganas, West Bengal, **said Ujjala Mondal died** intestate on 17<sup>th</sup> day of November, 2015, **leaving behind her** 4 (four) Sons and 5 (five) Daughters i.e., the Owners/Vendors No. **3 to 3(h) herein**, as her legal heirs and successors, who jointly inherited the 2 Cottahs of land, as owned by said Ujjala Mondal, since deceased during her life time out of the aforesaid amalgamated total Land/Property.



- 9) Thus, after the demise of said Ujjala Mondal, all the Owners/Vendors herein are joint and/or co-owners of **ALL THAT** piece and parcel of Bastu land measuring an area of **13** (Thirteen) Cottahs **12** (Twelve) Chhitacks **41** (Forty One) sq.ft. more or less, lying and situated in Mouza - Chak Garia, J.L. No. 26, R.S. No. 181/2 in part of R.S. Dag Nos. 130, 132 and 133 under R.S. Khatian Nos. 26 & 27, being Municipal Premises No. 2138 (K.M.C. Assessee No. - 311090356128), Chak Garia, Kolkata - 700094 under Ward No. 109 of the Kolkata Municipal Corporation, Police Station - Purba Jadavpur (formerly Kasba), District - South 24-Parganas, West Bengal [which is hereinafter for the sake of brevity referred to as the **“said Premises”** and morefully described in the **FIRST SCHEDULE** hereunder written].
- 10) The Owners/Vendors herein decided to develop the **“said Premises”** by constructing Multi-storied Buildings thereon and with the said intentions, the Owners/ Vendors herein made negotiation with the Developer/ Confirming Party herein from time to time and in confirmation of such negotiation in the matter of proposed Development of the **“said Premises”**, the Owners/Vendors herein and the Developer/ Confirming Party herein agreed to proceed with the matter of such development of the **“said Premises”**.
- 11) To give effect to such desire in the matter of development of the said Amalgamated Plots i.e. the **“said Premises”** (morefully described in the **FIRST SCHEDULE** hereunder written), the aforesaid Persons, namely; (1) Smt. Pratima Saha, (2) Smt. Ranu Mondal, (3) Shri Prasanta Mondal, (3a) Shri Nirab Mondal, (3b) Shri Debnath Mondal, (3c) Shri Dipak Mondal, (3d) Smt. Sandhya Mondal, (3e) Smt. Sumati Naskar, (3f) Smt. Aloka Bairagi, (3g)

Smt. Tiloka Sardar and (3h) Smt. Sulekha Dhali, being the Owners/Vendors of the First Part herein, entered into a Development Agreement, dated 19/05/2017, with the Developer/Confirming Party of the Second Part herein.

The aforesaid Development Agreement, dated 19/05/2017, was registered in the office of the D.S.R. – V, South 24-Parganas and therein recorded in Book No. I, Volume No. 1630-2017, Pages from 46116 to 46180, being Deed No. 163001541 for the year 2017 [hereinafter referred to as the **“said Development Agreement”**].

- 12) In connection with the “said Development Agreement”, a registered Development Power of Attorney, dated 19/05/2017, was executed by the aforesaid Persons, namely; (1) Smt. Pratima Saha, (2) Smt. Ranu Mondal, (3) Shri Prasanta Mondal, (3a) Shri Nirab Mondal, (3b) Shri Debnath Mondal, (3c) Shri Dipak Mondal, (3d) Smt. Sandhya Mondal, (3e) Smt. Sumati Naskar, (3f) Smt. Aloka Bairagi, (3g) Smt. Tiloka Sardar and (3h) Smt. Sulekha Dhali, being the Owners/Vendors of the First Part herein, in favour of the Developer/Confirming Party, being the Party of the Second Part herein, named; “Subarna Enterprise”, represented by its Sole Proprietor, named; Shri Swapan Kumar Saha.

The aforesaid Development Power of Attorney, dated 19/05/2017, was registered in the Office of the D.S.R. – V, South 24-Parganas and therein recorded in Book No. I, Volume No. 1630-2017, Pages from 46181 to 46230, being Deed No. 163001542 for the year 2017 [hereinafter referred to as the **“said Development Power of Attorney”**].

- 13) In pursuance of the said Development Agreement, dated 19/05/2017 & said Development Power of Attorney, dated

19/05/2017, after demolishing the existing Tile Shed Structures, the Developer/Confirming Party of the Second Part herein, started construction of the said Multi-storied Building, named; **“SUBARNA RESIDENCY”** on the **“said Premises”** i.e. **ALL THAT** piece and parcel of Bastu land measuring an area of **13** (Thirteen) Cottahs **12** (Twelve) Chhitacks **41** (Forty One) sq.ft. more or less, wherein or on part whereof construction of the Multi-storied Building, named; **“SUBARNA RESIDENCY”** shall be completed, lying and situated in Mouza - Chak Garia, J.L. No. 26, R.S. No. 181/2 in part of R.S. Dag Nos. 130, 132 and 133 under R.S. Khatian Nos. 26 & 27, being Municipal Premises No. 2138 (K.M.C. Assessee No. – 311090356128), Chak Garia, Kolkata – 700094 under Ward No. 109 of the Kolkata Municipal Corporation, Police Station – Purba Jadavpur (formerly Kasba), District – South 24-Parganas, West Bengal (morefully described in the **FIRST SCHEDULE** hereunder written), according to the **Building Plan No. 2019120077 dated 08/08/2019** sanctioned and approved by the Kolkata Municipal Corporation and agreed specifications, which contains several Constructed Spaces and/or Flats and/or Car Parking Spaces.

- 14) It has further been agreed by and between the Owners/Vendors and the Developer/Confirming Party hereto that, in consideration of the said development work, the Developer/Confirming Party hereto shall be at liberty to negotiate and to enter into Agreements with the intending Purchaser/s for sale of flats/ units/ car parking spaces in the said Multi-storied Building, which shall fall within the Developer's Allocation together with the right of receiving and appropriating the consideration money relating thereto and Owners/Vendors shall sell their allocation directly to the intending Purchaser or Purchasers, wherein the Developer shall be the Confirming Party to that effect.

- 15) The Purchaser/Purchasers herein, being in search of a self contained **Residential Flat & Car Parking Space** approached and offered the Developer herein to sell them/him/her a self-contained **Flat & Car Parking Space** falling under **DEVELOPER'S ALLOCATED PORTION** and the Developer herein, being satisfied with the approach of the Purchaser/Purchasers in every respect, to which the Owners/Vendors also absolutely conceded, accepted the offer of the Purchaser/Purchasers herein, for sale of **ALL THAT** one self contained Residential **Finished Flat**, being **Flat No. D/104**, measuring **Super Built-up Area of 1369 sq. ft.** more or less, located on the **South-East** side at the **1<sup>st</sup> Floor & 1 (One) Finished Covered Car Parking Space**, being **Car Parking Space No. 21**, measuring **135 sq. ft.** more or less at the **Ground Floor** (hereinafter for the sake of brevity referred to and called as the **"said Flat & Car Parking Space"**, which is/are morefully and particularly described in the **SECOND SCHEDULE** herein below) of the said Multi-storied Building, named; **"SUBARNA RESIDENCY"**, hereinafter for the sake of brevity referred to and called as the **"said Building"**, lying and situated in the **"said Premises"**, morefully and particularly described in the **FIRST SCHEDULE** herein below TOGETHERWITH rights of enjoyment of common facilities and amenities attached thereto ALONG WITH the liability of payment of common expenses and maintenance charges thereof and observing the common restrictions as enumerated hereinbelow **TOGETHERWITH** all easements rights attached thereto and the undivided proportionate impartible share in the Land at the said Premises attributable to the **"said Flat & Car Parking Space"** falling under **DEVELOPER'S ALLOCATED PORTION** at or for the total consideration of **Rs. 75,50,350/- (Rupees Seventy Five Lakhs Fifty Thousand Three Hundred Fifty only)** [consideration value for the **"said Flat"** is **Rs. 70,50,350/- (Rupees Seventy Lakhs Fifty Thousand Three Hundred Fifty)** only and the consideration value for the **"said Car Parking Space"** is **Rs. 5,00,000/- (Rupees Five Lakhs)** only].

After acceptance of the offer as stated above, by the Developer/Confirming Party herein, the Owners/Vendors

represented by the Developer and the Developer itself/himself and the Purchaser/ Purchasers herein entered into an Agreement for Sale, dated; [REDACTED] in respect of sale and purchase of the **“said Flat & Car Parking Space”** on the terms and conditions stated therein.

**AND WHEREAS** construction of the below Second Schedule mentioned **“said Flat & Car Parking Space”** has been completed.

**AND WHEREAS** pursuant to the terms of the said Agreement for Sale, now at the request of the Purchaser/ Purchasers herein, the Developer/Confirming Party is executing this Deed of Conveyance/Sale Deed in favour of the Purchaser/ Purchasers herein, to which the Owners/Vendors also concede, for conveying, selling and transferring the **“said Flat & Car Parking Space”**, which is/ are morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

**NOW THIS DEED OF CONVEYANCE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of **Rs. 75,50,350/- (Rupees Seventy Five Lakhs Fifty Thousand Three Hundred Fifty)** only for the **“said Flat & Car Parking Space”** as the consideration of sale well and truly paid by the Purchaser/ Purchasers to the Developer/ Confirming Party herein (the payment and receipt thereof the Developer/ Confirming Party hereby admits and acknowledges) and of and from the same, the Developer/ Confirming Party doth hereby acquit, release and discharge to the Purchaser/ Purchasers the **“said Flat & Car Parking Space”**, i.e. **ALL THAT** one self contained Residential **Finished Flat**, being **Flat No. D/104**, measuring **Super Built-up Area** of **1369 sq. ft.** more or less, with **Vitrified Tiles**, consisting of 3 (Three) Bed-Rooms, 1 (One) Living-cum-Dining, 1 (One) Kitchen, 2 (Two) Toilets, 2 (Two) Balconies, located on the **South-East** side at the **1<sup>st</sup> Floor & 1 (One) Finished Covered Car Parking Space**, being **Car Parking Space No. 21**, measuring **135 Sq. Ft.** more or less, with **Cemented Flooring** at the **Ground Floor** (which is/are morefully and particularly described in the **SECOND SCHEDULE** hereunder written) of the said Multi-storied Building, named; **“SUBARNA RESIDENCY”**, lying and situated in the **“said Premises”** i.e. **ALL THAT** piece and parcel of Bastu land measuring an area of **13** (Thirteen) Cottahs **12** (Twelve) Chhitacks **41** (Forty One) sq.ft. more or

less, lying and situated in Mouza - Chak Garia, J.L. No. 26, R.S. No. 181/2 in part of R.S. Dag Nos. 130, 132 and 133 under R.S. Khatian Nos. 26 & 27, being Municipal Premises No. 2138 (K.M.C. Assessee No. – 311090356128), Chak Garia, Kolkata – 700094 under Ward No. 109 of the Kolkata Municipal Corporation, Police Station – Panchasayar (previously Purba Jadavpur and before that, Kasba), District – South 24-Parganas, West Bengal alongwith the undivided share or interests in the land of the said premises hereby conveyed, the Owners/Vendors as well as the Developer both hereby grant, sell, convey, transfer, assure, assign and confirm unto and to the use and benefit of the Purchaser/ Purchasers free from all encumbrances, charges, liens, attachments and dues whatsoever will at all times keep the Purchaser/ Purchasers indemnified of and from against all forms of future claims, charges whatsoever & **ALL AND SINGULAR ALL THAT** the undivided proportionate impartible share or interests in the land of the said premises fully described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the “Land”) in proportion to the **“said Flat & Car Parking Space”** and the Owners/Vendors as well as the Developer/Confirming Party also hereby grant, sell, transfer, convey, assign and assure unto and to the use of the Purchaser/ Purchasers free from all encumbrances, charges and dues whatsoever **ALL AND SINGULAR** the **“said Flat & Car Parking Space”**, which is/are morefully and particularly described in the **SECOND SCHEDULE** hereunder written, lying and situated in the **“said Premises”**, which is morefully and particularly described in the **FIRST SCHEDULE** hereunder written **OR HOWSOEVER OTHERWISE** the **“said Flat & Car Parking Space”** are or is hereto before were or was situated, butted, bounded called known numbered described or distinguished **TOGETHERWITH** all benefits and advantages of ancient and other lights, ways, paths, common or other passages, drains, water courses and all manner of former and other rights liberties easements privileges profits appendages and appurtenances whatsoever to the said Flat and Car Parking Space belonging to or in anywise appertaining or with the same or any of them or any part thereof now or at any time heretofore held and used occupied or enjoyed with their and every of their appurtenances **AND** the right of use in common with the other occupiers of their flats in the said building, morefully and particularly described in the **THIRD SCHEDULE** hereunder written **AND TOGETHERWITH** responsibility and liability to pay the common expenses and observing the restriction as described in the **FOURTH SCHEDULE** hereunder written **AND** the

reversion or reversions or remainder or remainders, rents issues and profit of and in the said piece or parcel of land hereditaments and premises and every part and parcel thereof **AND** all the estate, right, title, interest, inheritance, reversion use trust possession property claim and demand whatsoever both at law and in equity of the Owners/Vendors as well as the Developer upon the **“said Flat & Car Parking Space”** and every part thereof **TO HAVE AND TO HOLD** the **“said Flat & Car Parking Space”** fully described in the **SECOND SCHEDULE** hereunder, hereby granted, transferred, sold, conveyed and confirmed or expressed or intended so to be unto and to the use of the Purchaser/ Purchasers absolutely and forever free from all encumbrances, charges and dues subject only to the assessments, rates and taxes payable in respect of the same and subject to the covenants, stipulations herein contained and the Owners/Vendors as well as the Developer do hereby confirm and covenant with the Purchaser/ Purchasers that **NOTWITHSTANDING** any act deed or thing by the Owners/Vendors as well as the Developer made, done or executed or knowingly suffered to the contrary, the Owners/Vendors as well as the Developer has good right full power and absolute authority to grant, transfer, sale, release and confirm the **“said Flat & Car Parking Space”** hereby granted, sold, transferred, conveyed, released and confirmed or expressed or intended so to be unto and the use of the Purchaser/ Purchasers in the manner aforesaid **AND THAT** the Purchaser/ Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the **“said Flat & Car Parking Space”** and each and every part thereof and receive the rents and profits thereof without any lawful eviction, interruption, claims or demands from or by the Owners/Vendors or any person or persons lawfully or equitably claiming from under or in trust for him **AND** that free from all encumbrances whatsoever made or suffered by the Owners/Vendors or any person or persons lawfully or equitably claiming under him **AND FURTHER** that the Owners/Vendors as well as the Developer and all persons having or lawfully or equitably claiming any estate or inheritance in the **“said Flat & Car Parking Space”** or any part thereof from or under or in trust for them the Owners/Vendors as well as the Developer shall and will from time to time and all times hereafter at the requests and costs of the Purchaser/ Purchasers do and execute or cause to be done and executed all such further and other acts, deeds and things for further and more perfectly assuring the **“said Flat & Car Parking Space”** and every part thereof unto and to the use of the

Purchaser/ Purchasers, his/her/their heirs, administrators, legal representatives and assigns in the manner aforesaid as shall or may be reasonably required **AND** it is agreed between the parties that the Purchaser/ Purchasers shall not be entitled to claim for partition of the said undivided share of the land attributable of the **“said Flat & Car Parking Space”** **AND** it is hereby further agreed and declared and the Owners/Vendors /Developer do hereby covenant with the Purchaser/ Purchasers that they shall and will 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 costs of the Purchaser/ Purchasers produce or cause to be produced through their Agent, Attorney the original title deed or documents for the purpose of showing title to the said premises or any part thereof **AND ALSO** at the like requests and costs of the Purchaser/ Purchasers deliver or cause to be delivered unto the Purchaser/ Purchasers such attested or other copies or abstracts or extracts from the said deeds or documents as may be required And shall and will in the meantime unless prevented as aforesaid keep the said deeds safe, un obliterated and un cancelled as far as possible.

The Purchaser/ Purchasers shall have full right and authority to sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the **“said Flat & Car Parking Space”** and/or his/her/their possession in the **“said Flat & Car Parking Space”** or assign, let out or part with his/her/their interests, possessions, benefit of this Deed or any part thereof, as full payment of consideration of sale has been made.

The physical possession of the below **SECOND SCHEDULE** mentioned Flat and Car Parking Space has been handed over to the Purchaser/ Purchasers by the Developer herein and the Purchaser/ Purchasers has/ have duly accepted delivery of possession of the **“said Flat & Car Parking Space”**.

The title and possession is being transferred in favour of Purchaser/ Purchasers by the instant deed just after registration of this deed of conveyance/sale deed. The Purchaser/ Purchasers shall be the absolute owner of the **“said Flat & Car Parking Space”**, with all transferrable rights. The Owners/Vendors and Developer are liable of any dues and charges stipulated on the said property before the date of registration of this deed of conveyance/sale deed.



**The Owners/ Vendors and the Developer and the Purchaser/ Purchasers hereby agree and covenant as follows :-**

1. The Purchaser/ Purchasers shall not under any circumstances, make construction or alterations on the Verandah/ Balconies/ Elevation and shall also not be allowed to interfere with and alter the exterior decorations and external colour scheme of the said building/premises.
2. So long as each flat/car parking space is not assessed separately or Flat Owners' Association is not formed, the Purchaser/ Purchasers will bear the proportionate **Taxes** on actual from the date of execution of this deed.
3. The Purchaser/ Purchasers shall pay proportionate share of common maintenance charges in respect of the **"said Flat & Car Parking Space"** on and from the date of taking physical possession of the **"said Flat & Car Parking Space"** or on and from the date of registration of Sale Deed in respect of the **"said Flat & Car Parking Space"**, whichever is earlier.
4. Subject to obtainment of bonafide approval of the concerned competent authorities (i.e. Kolkata Municipal Corporation), for the purpose of Residential use, the Developer shall have full right to use or make further construction on top of the open roof of the said Multi-storied Building, named; **"SUBARNA RESIDENCY"** for residential use i.e. the Developer shall have right of construction of additional floors for residential purpose without any objection from the Purchaser/ Purchasers, which the Owners/Vendors herein concede. The Developer shall also have full right to sell open spaces in the said premises, as open garages or open car parking spaces and in such cases the Purchaser/ Purchasers and/or other Flat Owners of the several units in the said building shall not raise any objection or claims whatsoever regarding such construction/commercial exploitation.
5. That, the Purchaser/ Purchasers shall follow the Laws and bye Laws of the West Bengal Apartment Ownership Act, or any other laws for the time being in force, applicable in this regard and shall have to be a member of the Association/ Society/ Organization to be formed by the new Flat Owners in respect of

the said premises for proper administration and management of the said Multi-storied Buildings, named; **“SUBARNA RESIDENCY”** with regard to the common portions and common expenses thereto.

6. The aforesaid maintenance charges of the **“said Flat & Car Parking Space”** shall be paid by the Purchaser/ Purchasers in the hand of the Developer till the formation of new **ASSOCIATION** consisting of the owners of the said Building.
7. As Completion Certificate Has Not Yet Been Received for The Premises, the developer shall remain bound to provide copy of the Completion Certificate (C.C) to the Purchaser/ Purchasers upon obtainment of the same from Kolkata Municipal Corporation.
8. To see very carefully, honestly and sincerely that no acts, deeds or conduct of the Purchaser/ Purchasers and/or his/her/their guests, relations, friends and visitors disturb and/or causes annoyance to the other Purchasers/occupiers of the building in any way or manner.
9. Neither to carry on or permit to be carried on or use the **“said Flat /Car Parking Space /Property”** / ‘building’/ ‘premises’ or any part thereof for any illegal or immoral purpose nor to store any obnoxious/ offensive items therein.
10. The Purchaser/ Purchasers shall be liable for payment of proportionate share of **‘maintenance charges’** of the **“said Flat & Car Parking Space”** & **‘Municipal Taxes’** mentioned herein positively, without making any delay, demur and default from the date of execution of this deed.
11. The Purchaser/ Purchasers shall be liable for payment of proportionate share of Municipal taxes, charges, levies in respect of enjoyment of his/her/their Flat & Car Parking Space and proportionate enjoyment of the common and undivided portions of the said Building and premises and for further enjoyment of civic rights thereto since the date of taking possession of his/her/their Flat & Car Parking Space /Unit or registration of Deed of Conveyance / Sale in respect of his/her/their Flat & Car Parking Space /Unit, whichever is earlier, till the same is separately mutated and assessed by the concerned Kolkata Municipal Corporation or any other authority(s), as the case may

be, in the name of the Purchaser/ Purchasers, and such proportionate rate shall be paid to the Developer directly, without any demur, default and deduction whatsoever, immediately the same becomes due and payable, till completion of separate mutation in the office of the Kolkata Municipal Corporation.

12. The Purchaser/ Purchasers or any of his/her/their transferees shall permit the Owners/Vendors /Builder or the Management/ Society/ Association and its servants and agents with or without workmen or others at all reasonable times to enter into and upon his/her/their Flat & Car Parking Space and every part thereof for the purpose of maintaining or repairing any part of the building and/or cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of maintaining, repairing and testing, drains, gas and water pipes, electric wires and for any similar purpose.
13. The Purchaser/ Purchasers shall be entitled to use in common with other Purchaser/Owners of Flats in the building the common passage, common area in the ground floor and other parts/portions of the building at the said Premises as described in the **THIRD SCHEDULE** hereunder.
14. The Purchaser/ Purchasers shall be entitled to sell, transfer, assign, dispose of let out or part with possession of the said Flat & Car Parking Space without any objection whatsoever of the Owners/Vendors and/or the co-owners of the other flats and the Purchaser/ Purchasers shall use the said Flat & Car Parking Space for residential purpose only.
15. Subject to the provisions contained in this Deed and subject to the provisions of law for the time being in force the Purchaser/ Purchasers shall be entitled to exclusive ownership, possession and enjoyment of the said Flat & Car Parking Space togetherwith all the benefits, rights and facilities and amenities as herein provided and the said Flat & Car Parking Space hereby conveyed to the Purchaser/ Purchasers shall be heritable and transferable as other immovable properties save and subject to the extent elsewhere herein contained.
16. The Purchaser/ Purchasers shall apply for and have the said Flat & Car Parking Space separately assessed for the purpose of assessment of Corporation property taxes and shall also apply for

and obtain mutation in his/her/their names as owner of the said Flat & Car Parking Space in the said records.

17. The Purchaser/ Purchasers shall have the right with or without workmen and necessary material of the Purchaser/ Purchasers to enter from time to time upon the other flats/portions of the building for the purpose of repairing so far as may be necessary with such pipes, drains, wires and conduits and for the purposes of repairing or cleaning any part or portion of the said Flat & Car Parking Space in the said building in so far as such or repairing or cleaning as aforesaid which cannot be reasonably carried out without such entry.
18. The Purchaser/ Purchasers shall have the right of paths and passages in all the common portions for the electricity, water in the building through pipes, drains, wires and conduits line or being in under through or over the said building and the said land/premises as far as they may be reasonably necessary for the beneficial occupation of the areas of the co-owners for all purposes whatsoever.
19. The Purchaser/ Purchasers shall have the right to access in common with co-owners of the building at all times and for all normal domestic purposes connected with the use and enjoyment of the said Flat & Car Parking Space at the said Premises.
20. The Purchaser/ Purchasers shall not carry any obnoxious, offensive, illegal or immoral activity in the **“said Flat & Car Parking Space”** and shall not cause any nuisance or annoyance to the Co-Purchaser/Owners and/or occupants of the other portions of the building and/or to the occupants of the building in the neighbourhood.
21. The Purchaser/ Purchasers shall pay and discharge regularly and punctually all taxes, impositions, common expenses and all other out goings in connection with the **“said Flat & Car Parking Space”** wholly and in particular common portions proportionately.
22. The Purchaser/ Purchasers shall remain liable and duty bound to pay GST to the Developer herein in relation to the **“said Flat & Car Parking Space”** according to applicable rates as per laws, rules and regulations.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**("said Premises")**  
**(THE LAND & BUILDING)**

**ALL THAT** piece and parcel of Bastu land measuring an area of **13** (Thirteen) Cottahs **12** (Twelve) Chhitacks **41** (Forty One) sq.ft. more or less, wherein or on part whereof the said **Multi-storied Building**, named; **"SUBARNA RESIDENCY"** has been constructed, lying and situated in Mouza - Chak Garia, J.L. No. 26, R.S. No. 181/2 in part of R.S. Dag Nos. 130, 132 and 133 under R.S. Khatian Nos. 26 & 27, being Municipal Premises No. 2138 (K.M.C. Assessee No. - 311090356128), Chak Garia, Kolkata - 700094 under Ward No. 109 of the Kolkata Municipal Corporation, Police Station - Panchasayar (previously Purba Jadavpur and before that, Kasba), District - South 24-Parganas, West Bengal and which is butted and bounded as follows:-

- ON THE NORTH** : By property of New Garia Co-Operative and 22 feet wide Municipal Road.
- ON THE SOUTH** : By property of New Garia Co-Operative and House of Ramen Chowdhury at Premises No. 2107 Chak Garia and Dag No. 133(P).
- ON THE EAST** : By property of New Garia Co-Operative.
- ON THE WEST** : By 32 feet wide Municipal Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**("said Property")**  
**(THE "said Flat & Car Parking Space")**

**ALL THAT** one self contained Residential **Finished Flat**, being **Flat No. D/104**, measuring **Super Built-up Area** of **1369 sq. ft.** more or less, with **Vitrified Tiles**, consisting of 3 (Three) Bed-Rooms, 1 (One) Living-cum-Dining, 1 (One) Kitchen, 2 (Two) Toilets, 2 (Two) Balconies, located on the **South-East** side at the **1<sup>st</sup> Floor & 1 (One) Finished Covered Car Parking Space**, being **Car Parking Space No. 21**, measuring **135 Sq. Ft.** more or less, with **Cemented Flooring** at the **Ground Floor** of the said Multi-storied Building, named; **“SUBARNA RESIDENCY”** TOGETHERWITH rights of enjoyment of common facilities and amenities attached thereto ALONG WITH the liability of payment of common expenses and maintenance charges thereof and observing the common restrictions as enumerated hereinbelow **TOGETHERWITH** all easements rights attached thereto and undivided proportionate share over the land.

The aforesaid Flat Area & aforesaid Car Parking Space Area have been shown in **RED** Border Lines in the Map(s)/Plan(s) attached hereto, being indivisible part(s) of this Deed.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(THE COMMON PORTIONS/ COMMON AREAS/ COMMON**  
**FACILITIES)**

The common portions/ common areas/ common facilities to be enjoyed by the Purchaser/ Purchasers along with other flat/unit owners shall include:

1. The foundations, columns, girders, beams, supporting main walls, corridors, ultimate roof of the building for maintenance of water reservoir and installation of T.V. Antena etc., stairs,

staircase and landings, entrance and exit through the main gate of the building.

2. Drainage and water sewerage lines, drains & sewers from the building to the Municipal Conduits, evacuation pipes from the flats to drains and sewers common to the building and other installations for the same, septic tank, soak pit, tube well and water supply, water motor and water pump set, water motor and pump set room (if any), water reservoir (semi-underground), over head water tank and distribution pipes to different flats and from reservoir to the tank together with all common plumbing installations of or carriage of water along with such other common passages and parts, areas, equipments installations, fittings, fixtures, electric wiring for common portions and spaces in or about, the land and the building, general lighting of the Common portions, concealed electrical wiring from ground floor to the flats/units respectively and switches of electric points, boundary wall, gate to such wall in the building complex, open spaces, paths in or around the building as are necessary for passage to and/or user of the units in common by the Co-owners.
3. Community Hall, Gym, Lift and Generator.
4. Such other common parts/ portions/ facilities whatsoever required or necessary for the establishment, location, convenient use & enjoyment, provisions, maintenance and/or management of the building and/or flats/ spaces and/or common facilities or any of them as the case may be.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON EXPENSES & RESTRICTIONS)**

1. The Purchaser/Purchasers shall along with the owners and occupiers of other flats/units, form an Association for the purpose of entire administration and management of the said building and shall bear and pay proportionately for the following:-
  - i) The expenses of maintaining, repairing, re-decorating of the main structure of the building, roof and in particular the gutter, drainage system, sewerage system, water and electricity supply system, rain water pipes and electric wires under or upon the building and to be enjoyed or used in common with the occupiers, Purchasers, of other flats/units and the main entrance, passages, landings and stair case of the building as to be enjoyed in common with the occupiers/Purchasers of the other flats and/or spaces and/or units in the said building.
  - ii) The expenses of repairing, maintaining, white washing and colour washing the main structure outer walls and common areas of the Building.
  - iii) Corporation Taxes, water taxes, Government Revenue and other taxes and other outgoings whatsoever as may be applicable and/or payable for the said building/ premises.
  - iv) The costs of repairing, maintaining, cleaning and lighting the passages, landings, stair cases, entrance of the building, spaces around the building etc. and other common parts of the buildings.
  - v) The salaries of Jamadars, Care-takers, Darwans, Officers, Clerks, Collectors, Chowkidars, Sweepers, Electricians, Plumbers and other employees.



- vi) The costs of working and maintenance of water pump, common lights and services.
- vii) Insurance of the building, if any, against earth-quake, fire, mob violence, riot and other natural calamities.
- viii) All expenses relating to common services in relation to common areas and facilities, as mentioned in the Fourth Schedule above.
- ix) Such other expenses as are necessary or incidental to the maintenance and proper preservation of the premises/building named; **“SUBARNA RESIDENCY”**.

2. The Purchaser/Purchasers shall not:

- i) decorate or cause to be decorated the exterior of his/her/their flat/unit in any manner of fixture, of any design other than the approved design by the majority of the owners of other flats/units or disturb the colour matching or any other decoration.
- ii) make in his/her/their flat/unit any structural/additions alteration and/or modification of permanent nature.
- iii) throw dirt, rubbish, rags, night soil or other refuse or permit or allow the same to be accumulated in his/her/their flat/unit or kept in the compound or any portion of the said building except in the place provided therefor.
- iv) do or cause to be done any act or thing which may prevent the owners and/or occupiers of other flats/units of the building from peaceful enjoyment of their respective flats/units.
- v) demolish or cause to or allow to be demolished his/her/their flat/unit or any part thereof.

- vi) keep or store any goods or article on the stairs or passage or in any way obstruct the use and enjoyment of the stairs and passages by the owners and occupiers of the other flats/units and apartments of the said building.
- vii) allow his/her/their servants and/or agents to stay in the lobby or passages of the building.

**IN WITNESSES WHEREOF** the parties hereto have set their respective hands on the day, month and year mentioned herein above in presence of the following witnesses:

**SIGNED SEALED AND DELIVERED**

by the Parties in presence of:-

**Witnesses:-**

1.

.....  
**Signature of the Owners/ Vendors,** namely, (1) Smt. Pratima Saha, (2) Smt. Ranu Mondal, (3) Shri Prasanta Mondal, (3a) Shri Nirab Mondal, (3b) Shri Debnath Mondal, (3c) Shri Dipak Mondal, (3d) Smt. Sandhya Mondal, (3e) Smt. Sumati Naskar, (3f) Smt. Aloka Bairagi, (3g) Smt. Tiloka Sardar and (3h) Smt. Sulekha Dhali, **represented by their CONSTITUTED ATTORNEY,** named; **Shri Swapan Kumar Saha,** being the sole Proprietor of "SUBARNA ENTERPRISE".

2.

.....  
**Signature of the DEVELOPER/ CONFIRMING PARTY**

**DRAFTED BY:-**

**ANJAN KUMAR CHAKRABARTI,**

Advocate

High Court at Calcutta

Enrolment No.

**Residence & Chamber:**

178, Sukanta Nagar

Hindmotor - 712233, Hooghly, W.B.

Phone No. +91 9830013867

.....  
**Signature of the PURCHASER/  
PURCHASERS**

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchaser the within mentioned sum of **Rs. ....**/- (**Rupees .....**) only towards full and final payment of the Consideration of Sale of the "**said Flat & Car Parking Space**" described in the **SECOND SCHEDULE** above, as per Memo below.

**Witnesses:**

1.

Subarna Enterprise  
*Swapan K. Saha*  
Proprietor

2.

.....  
**Signature of the DEVELOPER/  
CONFIRMING PARTY**