

LOKENATH CONSTRUCTION

Gour Mistry
Partner

DEED OF CONVEYANCE

This Deed of Conveyance executed on this ____ day of _____, 20 _____,

By and Between

Smt. Krishna Mukherjee, Sri Satyandra Mukherjee, Smt. Swati Tapaswi Sanyal, Biswanath Mukherjee, Sankar Nath Mukherjee, kallol Mukherjee, Manju Mukherjee, Dipendra Nath Mukherjee, summon mukhopadhyay, Supti Dutta, Sudipta Mukherjee , Neetik Mukherjee and Subhash Mukherjee, all by Nationality: Indian, all resident of R.K Ghoshal road, Kolkata-700042, hereinafter in these presents for the sake of brevity called, referred to and identified as the "Owner" (which term and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean, imply and include their respective legal heirs, legal representatives, executors, administrators and assigns) of the FIRST PART.

The owner is represented through his Constituted Attorney namely M/s LOKENATH CONSTRUCTION A partnership firm, having its principal place of business at 38, Ruby park, P.S Kasba, Kolkata- 700078 and represented by its partners Sri Ashutosh Das and Sri Gour Mistry.

- AND -

M/s LOKENATH CONSTRUCTION (PAN:), a partnership firm, having its principal place of business at 312 Chakgaria, Sreenagar Main Road, New Garia Super Market, P.S Panchasayar, Kolkata-700094, represented by its authorized Partner Sri Arup Roy, son of Late Swapan Kumar Roy, (PAN: AQUPR1753P) (Aadhar no. 3840 5209 0655), authorized vide Authorization Letter dated, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the SECOND PART.

- AND -

1) (PAN:) (AADHAAR No.) daughter of, by faith Hindu, by occupation: Business, by nationality: Indian, residing at, hereinafter in these presents for the sake of brevity called, referred to and identified as 'Purchaser(s)', (which term and/or expression shall unless excluded by and/or repugnant to the subject and/or context be deemed to mean, imply and include their heirs, successors, Administrators, Executors, nominees, legal representatives and assigns) of the THIRD PART.

A. Recital/Devolution of Title

WHEREAS

1. That the predecessor-in-interest of the Owners namely Manmatha Nath Mukhopadhyay during his life time had purchased ALL THAT plot of land measuring an area about 12 Cottahs 08 Chittaks be the same a little more or less comprised in Mouza - Kasba, J.L. No. 13. Khatian No.1181 and 1212, Dag No.952, 951/1269 (portion) in the name of his Mrinali Debi and after demise of Mrinali Debi said Manmatha Nath Mukhopadhyay by a registered Ewaznama registered in the Office of the Sadar Sub-Registrar Alipore, recorded in Book No. 1, Volume No. 40, Pages from 25 to 31. Being No. 1064, for the year 1933 got ALL THAT got a plot of land measuring an area about 09 Cottahs 08 Chittaks be the same a little more or less comprised in Mouza - Kasba, J.L. No. 13, Khatian No.1181 and 1212, Dag No.952, 951/1269 (partion) and after his demise his sons namely Sailendra Nath Mukhapadhyay, Brajendra Nath Mukhopadhyay and Dhirendra Nath Mukhopadhyay became the absolute Owners of the property as stated hereinabove by way of inheritance each having 1/3 share therein.

2 That sufficiently entitled upon the aforesaid property said Sailendra Nath Mukhapadhyay, Brajendra Nath Mukhopadhyay and Dhirendra Nath Mukhopadhyay while in possession of the said property the said Sailendra Nath Mukhopadhyay died intestate leaving behind his wife Besanti Debi [Mukherjee). and four sons namely Sourendra Nath Mukhopadhyay, Sachindra Nath Mukhopadhyay, Samarendra Nath Mukhopadhyay and Satyendra Nath Mukhopadhyay as his legal heirs and

successors according to Hindu Successions Act in respect of his 1/3 share of the aforesaid total property:

3. That the said Brajendra Nath Mukhopadhyay, Dharendra Nath Mukhopadhyay and Basanti Debi [Mukherjee). Saurendra Nath Mukhopadhyay, Sachindra Nath Mukhopadhyay, Samarendra Nath Mukhopadhyay and Satyendra Nath Mukhopadhyay while in possession over the said property for betterment of their aforesaid property executed a registered deed of Partition which was duly registered in the office of the Sub-Registrar at Alipore 24 Parganas recorded in Book No.1, Being No. 7914 for the year 1963 and the said Basanti Debi [Mukherjee). Sourendra Nath Mukhopadhyay, Sachindra Nath Mukhopadhyay. Samarandra Nath Mukhopadhyay and Satyendra Nath Mukhopadhyay got a portion of landed property measuring an area about 02 Cotthas 00 Chittaks 00 sq. Ft. more or less comprised in Mouza - Kasba, J.L No. 13. Khatian No.1181 and 1212, Dag No. 952, 951/1269, being the portion of Premises No. 42A, R. K. Ghosal Road, P.S.-Kasba, Kolkata-700042:

4. That being entitled upon the said property the above named Sourendra Nath Mukhopadhyay died intestate as bachelor leaving behind his three brothers Sachindra Nath Mukhopadhyay, Samarendra Nath Mukhopadhyay and Satyendra Nath Mukhopadhyay and two sisters namely Sabita alias Rekha Banerjee, Sikha Chatterjee and mother Basanti Devi (Mukherjee) and subsequently said Sabita Banerjee also died intestate leaving behind her two sons Sri Debasish Banerjee. Sri Subhasish Banerjee and two daughters Smt. Ila Banerjee (Debnath), Smt. Iti Banerjee (Chatterjee) and the said Sachindra Nath Mukhopadhyay also died intestate leaving behind his wife Sipra Mikherjee and one son Suman Mukherjee and only married daughter Swati Tapaswi Sanyal

5. That being entitled upon the said property the above named Sourendra Nath Mukhopadhyay died intestate as bachelor leaving behind his three brothers Sachindra Nath Mukhopadhyay, Samarendra Nath Mukhopadhyay and Satyendra Nath Mukhopadhyay and two sisters namely Sabita alias Rakha Banerjee, Sikha Chatterjee and mother Basanti Devi (Mukherjee) and subsequently said Sabita Banerjee also died intestate leaving behind her two sons Sri Debasish Banerjee, Sri Subhasish Banerjee and two daughters Smt. Ila Banerjee (Debnath). Smt. Iti Banerjee (Chatterjee) and the said Sachindra Nath Mukhopadhyay also died Intestate leaving behind his wife Sipra Mikherjee and one son Suman Mukherjee and only married daughter Swati Tapaswi Sanyal

6. That thus the said Basanti Debi (Mukherjee) Samarendra Nath Mukhopadhyay. Satyendra Nath Mukhopadhyay and Swati Tapaswi Sanyal got undivided 336 sq. Ft. landed property each and said Sikha Chatterjee got undivided 48 sq. Ft. landed property and Sri Debasish Banerjee, Sri Subhasish Banerjee. Smt. Ila Banerjee (Debnath). Smt. Iti Banerjee (Chatterjee) jointly got 48 sq. Ft. out of the total landed property measuring an area about 02 Cotthas 00 Chittaks 00 sq. Ft. more or less comprised in Mouza - Kasba, J.L. No. 13, Khatian No.1181 and 1212, Dag No. 951/1269, being the portion of Premises No. 42A, R. K. Ghosal Road, P.S.-Kasba, Kolkata-700042.

7. That above named Samarendra Nath Mukhopadhyay also died intestate on 12- 03-2013 leaving behind his wife Krishna Mukherjee and one son namely Sudipta Mukherjee and one daughter namely Supti Dutta, as his legal heirs and successors according to Hindu Succession Act. and they became the absolute owner of the total landed property measuring an area about 02 Cotthus 00 Chittaks 00 sq. Ft. more or less comprised in Mouza - Kasba, J.L No. 13, Khatian No.1181 and 1212, Dag No. 951/1269, being the portion of Premises No. 42A, R. K. Ghosal Road, P.S.-Kasba, Kolkata - 700042.

8. That by a registered Deed of Gift, registered in the office of the DSR III Alipore, South 24 Parganas, recorded in Book No. I, CO Volume No. 5, Pages from 3491 to 3507, Being No. 02071, for the year 2015, above named 1. Smt. Sikha Chatterjee, 2. Sri Debasish Banerjee, 3. Sri Subhasish Banerjee, 4. Smt. Ila Banerjee (Debnath), and 5. Smt. Id Banerjee (Chatterjee), transferred their respective share in their aforesaid landed property to 1. Smt Basanti Mukherjee, 2. Smt. Krishna Mukherjee 3. Sri Satyendra Nath Mukherjee, and 4. Smt. Swat Tapaswi Sanyal who jointly became the absolute owner of the Premises No. 42A, R. K. Ghosal Road, P.S. - Kasba, Kolkata - 700042, KMC Ward No. 91, District South 24 Parganas, which particularly mentioned in the "A" hereunder written and also mutated their names in the records of the Kolkata Municipal Corporation.

9. That the said Brajendra Nath Mukhopadhyay, Dharendra Nath Mukhopadhyay and Basanti Debi [Mukherjee] Seurendra Nath Mukhopadhyay, Sachindra Nath Mukhopadhyay, Samerendra Nath Mukhopadhyay and Satyendra Nath Mukhopadhyay while in possession over the said property for betterment of their aforesaid property executed a registered deed of Partition which was duly registered in the office of the Sub-Registrar at Alipore 24 Parganas recorded in Book No. 1, Volume No.156, Pages from 224 to 252, Being No. 7914 for the year 1963 and the said Brajendra Nath Mukhopadhyay got a portion of landed property measuring an area about 05 Cotthas 08 Chittaks 00 sq. Ft. more or less comprised in Mouza - Kasba, J.L. No. 13, Khatlan No.1181 and 1212, Dag No. 951/1269, being the Premises No. 42C, R. K. Ghosal Road, P.S.-Kasba, Kolkata- 700042:

10. That being entitled upon the said property the above named Brajendra Nath Mukhopadhyay and his wife Kamala Mukherjee died intestate on 23-06-1977 & 05-09-1990 respectively leaving behind his four sons namely Debendra Nath Mukherjee, Nripendra Nath Mukherjee, Biswanath Mukherjee and Sankar Mukherjee each having 1/4" undivided share.

11. That above named Debendra Nath Mukherjee also died intestate on 13-11-2008, leaving behind his wife namely Manju Mukherjee and three daughters namely 1) Smt. Kumkum Karmakar, 2) Smt. Mousumi Banerjee. And 3) Smt. Jhumjhum Begum, and Only San Sri Kallol Mukherjee as his legal heirs and successors and they jointly became the absolute owner of the Municipal Premises No. 42C, R. K. Ghosal Road, P.S.-Kaaba, Kolkata-700042.

12. That by a registered Deed of Gift, registered in the office of the DSR III Alipore, South 24 Parganas, recorded in Book No. L, CD Volume No. 7, Pages from 1675 to 1688. Being No. 03403, for the year 2013, above named 1) Smt. Kumkum Karmakar, 2) Smt. Mousumi Banerjee, and 3) Smt. Jhumjhum Begum, transferred their respective share in favour of Sri Kallol Mukherjee and thus the Owners No.9 to 13 herein jointly became the absolute owner of the Premises No. 42C, R. K. Ghosal Road, P.S. - Kasba, Kolkata - 700042, KMC Ward No. 91, District South 24 Parganas, which particularly mentioned in the "B" hereunder written and also mutated their names in the records of the Kolkata Municipal Corporation.

13. That the said Brajendra Nath Mukhopadhyay, Dharendra Nath Mukhopadhyay and Basanti Debi [Mukherjee]. Saurendra Nath Mukhopadhyay, Sachindra Nath Mukhopadhyay, Samerendra Nath Mukhopadhyay and Satyendra Nath Mukhopadhyay while in possession over the said property for betterment of their aforesaid property executed a registered deed of Partition which was duly registered in the office of the Sub-Registrar at Alipore 24 Parganas recorded in Book No.1, Volume No.156, Pages from 224 to 252, Being No. 7914 for the year 1963 and the said Dharendra Nath Mukhopadhyay get a portion of landed property measuring an area about 02 Cotthas 00 Chittaks 00 sq. Ft. more or less comprised in Mouza - Kasba, J.L. No. 13, Khatian No.1181 and 1212, Dag No. 951/1269, being Premises No. 42B, R. K. Ghosal Road, P.S. - Kasba, Kolkata - 700042;

14. That being entitled upon the said property the above named Dharendra Nath Mukhopadhyay and his wife Biva Mukherjee died intestate on 07-07-1984 & 15- 05-2006 respectively leaving behind his two sons namely Dipen Mukherjee and Subhas Mukherjee and three daughters namely Reba Chatterjee, Shila Ganguly and Ila Chakraborty as his legal heirs and successors according to Hindu Succession Act. each having their respective share.

15. That above named Ila Chakraborty also died intestata on 22-04-2004 leaving behind Sri Milan Chakraborty, and Sri Manojit Chakraborty as her legal heirs and successors and thus 1) Smt. Reba Chatterjee, 2) Smt. Shila Ganguly, Sri Milan Chakraborty, Sri Manojit Chakraborty, Sri Dipen Mukherjee, and Sri Subhas Mukherjee jointly became the absolute owner of the total landed property measuring an area about 02 Cotthas 00 Chittaks 00 sq. Ft. more or less comprised in Mouza - Kasba, J.L. No. 13, Khatian No.1181 and 1212, Dag No. 951/1269, being Premises No. 428, R. K. Ghosal Road, P.S. - Kasba, Kolkata - 700042, each having their respective share therein.

16. That by a registered Deed of Gift, registered in the office of the DSR III Alipore. South 24 Parganas, recorded in Book No. LCD Volume No. 7. Pages from 1707 to 1722, Being No. 03404, for the year 2013, above named Smt. Reba Chatterjee, Smt. Shila Ganguly, Sri Milan Chakraborty, Sri Manojit Chakraborty, transferred their respective share in favour of Sri Dipen Mukherjee, and Sri Subhas Mukherjee who jointly became the absolute owner of the Premises No. 428, R. K Ghosal Road, P.S.-Kasba, Kolkata-700042, KMC Ward No. 91. District South 24 Parganas, and also mutated their names in the records of the Kolkata Municipal Corporation.

17. That as such the above named Owners No. 1 to 4 herein and Sri Suman Mukhopadhyay, Smt. Supti Dutta, Sri Sudipta Mukherjee Jointly became the absolute owner of ALL THAT piece and parcel of landed property measuring an area of land of 02 Cotthas 00 Chittaks 00 sq. Ft. more or less comprised in Mouza-Kasba, J.L. Nd. 13. Khatian No.1181 and 1212, Dag No. 951/1269, being the portion of Premises No. 42A, R. K. Ghosal Road, P.S.- Kasba, Kolkata - 700042, under The Kolkata Municipal Corporation Ward no. 91, being Assessee No. 21- 091-15-0068-1

18. That the above named Owners No. 5 to 9 herein jointly became the absolute owner of ALL THAT piece and parcel of landed property measuring an area of land of 05 Cotthas 08 Chittaks 00 sq. Ft. more or less comprised in Mouza- Kasba, J.L. No. 13, Khatian No.1181 and 1212, Dag No.952, 951/1269, being the Premises No. 42C, R. K. Ghosal Road, P.S.-Kasba, Kalkata-700042, under The Kolkata Municipal Corporation Ward No. 91, being Assessee No. 21-091-15- 0070-0;

19. That the above named Owners No. 10 and 11 herein jointly became the absolute owner of ALL THAT place and parcel of landed property measuring an area of land of 02 Cotthas 00 Chittaks 00 sq. Ft. more or less comprised in Mouza - Kasba, J.L. No. 13. Khatian No.1181 and 1212, Dag No. 952, 951/1269, being Premises No. 428, R. K. Ghosal Road, P.S. - Kasba, Kolkata - 700042, under The Kolkata Municipal Corporation Ward No. 91, being Assessee No. 21-091-15- 0069-3;

20. That above named Owners along with other above named Co-sharer for their betterment of respective landed property have jointly executed a Deed of Exchange, registered in the Office of the D.S.R.III Alipore, South 24 Parganas, recorded in Book No. 1, Volume No. 1603-2016, Pages from 66991 to 67054. Being No. 160302113, for the year 2016 and basis of the said Deed of Exchange the Declarants herein became the absolute owner of entire landed property measuring an area about 09 Cattahs 08 Chittaks 00 sft. be the same a little more or less (635.45 SQM) and jointly mutated their names in the records of the Kalkata Municipal Corporation and the entire property assessed as Premises No. 42/C, Rajkrishna Ghosal Road, P.S-Kasba, Kolkata - 700042. within the limits of the Kolkata Municipal Corporation, under Ward No. St. Being Assessee No. 210911500700 and subsequently above named Basanti Mukherjee died intestate on 05-12-2018.

AND WHEREAS for the purpose of commercial exploit of said land the aforesaid Owners being the co-sharer have decided to erect a G+03 storied building on the afore said plot of land. But due to lack of sufficient financial fund, their aforesaid desire cannot be fulfilled out of their own, in this process to fulfill such desire they are in search of a competent Developer/firm, who have the ability to fulfill such desire.

AND WHEREAS after knowing such intention of the Owners herein the above named Developer has approached to the Owners herein to allow him to Develop the said landed property and erect a G+03 storied building on the said plot of land out of their fund and own personnel and after protracted negotiation between the parties herein the Owners have finally decided to allow the aforesaid Developer to develop their landed property on such terms and conditions as embodied herein.

AND WHEREAS The Developer and Owners namely Krishna Mukherjee, Satyendra Mukherjee, Swati tapaswi Sanyal, sipra Mukherjee, Nripendra nath Mukherjee, Biswanath Mukherjee, Sankar Nath Mukherjee, Kallol Mukherjee, Manju Mukherjee, Dipendra Nath Mukherjee and Subhash Mukherjee entered into a Development Agreement dated 18-12-2018 and registered the same in the office of DSR –III Alipore, South 24 Parganas, being no.160305009 for the year 2018, recorded in Book-I, Volume no. 1603-2018, page no. 157295 to 157363. The said owners also executed one Development Power of Attorney in favour of the Developer herein, dated 19-12-2018 and registered the same in the office of DSR –III Alipore, South 24 Parganas, being no.160305008 for the year 2018, recorded in Book-I, Volume no. 1603-2018, page no. 158185 to 158228.

AND WHEREAS One Co-sharer namely Suman Mukherjee entered into an unregistered Development Agreement dated 28-01-2019 on the same terms with the said Developer and also executed a Registered General Power of Attorney being no. 160300043 for the year 2019 and registered the same in the office of DSR –III Alipore, South 24 Parganas, recorded in Book-IV, Volume no. 1603-2019, page no. 839 to 856.

AND WHEREAS during the process above named Nripendra Nath Mukherjee and his wife Chhabi Mukherjee died intestate on 30-05-2020 and 10-06-2015 respectively leaving behind Neetik Mukherjee as their sole legal heir and successor. Again, during the process above named Sipra Mukherjee also died intestate on 02-04-2020 leaving behind her son Sri Suman Mukherjee as her legal heir and successor.

AND WHEREAS A Co-sharer namely Supti Dutta entered into an unregistered Development Agreement dated 17-06-2019 on the same terms with the said Developer and also executed a Registered General Power of Attorney being no. 160300234 for the year 2019 and registered the same in the office of DSR –III Alipore, South 24 Parganas, recorded in Book-IV, Volume no. 1603-2019, page no. 4583 to 4602.

AND WHEREAS Another Co-sharer namely Sudipta Mukherjee entered into an unregistered Development Agreement dated 21-05-2019 on the same terms with the said Developer and also executed a Notarized Power of Attorney and notarized the same before Notary Public, State of Illinois.

AND WHEREAS The remaining surviving Landowners namely Krishna Mukherjee and 9 others entered into a Supplementary Development Agreement dated 30-07-2021 with the Developer/Promoter herein and registered the same DSR –III Alipore, South 24 Parganas, being no.160305430 for the year 2021, recorded in Book-I, Volume no. 1603-2021, page no. 158056 to 158089. The owners also executed a Supplementary Power of Attorney dated 30-07-2021 registered

the same DSR –III Alipore, South 24 Parganas, being no.160300139 for the year 2021, recorded in Book-IV, Volume no. 1603-2021, page no. 2656 to 2693.

AND WHEREAS The said Developer/Promoter duly sanctioned a Building Plan from Kolkata Municipal Corporation being B.S No. 2022100179 dated 28-11-2022 for the purpose of construction of a multi-storied building as per terms of the Development agreement.

AND WHEREAS the said Developer/Promoter and the owner jointly has invited to sell out the schedule mentioned flat property and one S/O approached the present Developer/Promoter for purchase of the scheduled Flat.

AND WHEREAS The Developer/Promoter herein agree to sell the said Flat and the Purchaser agree to purchase ALL THAT One Residential being FLAT No. on floor measuring about sqft. Super built up area be the same little more or less, together with car Parking space on the ground floor measuring Sq. Ft. in the building block known as “DISHA APARTMENT” at Premises no. 42/C Rajkrishna Ghoshal Road, Ward No. 91, P.S Kasba, Kolkata-700042, consisting of Bed Room, One Open Kitchen, One Toilet together with common staircase of the building, lift with proportionate share of land and interest with common areas and other facilities and amenities of the said building with undivided proportionate and impartible share and interest on the land mentioned in the Schedule “A” hereinabove and also the right to use main entrance, passage, staircase, overhead water reservoir, waterline, pump, electric wiring, telephone line, etc., more fully and particularly described in the Schedule “B” hereunder written for the total consideration of Rs./- (Rupees) only, free from all encumbrances and liabilities whatsoever, and entered into an Agreement for Sale dated

On the request of the Purchasers, The Developer/Promoter and the Owner have agreed to execute and register a Deed of Conveyance in favour of the Purchaser in respect of the said Flat mentioned herein below, of the said building including undivided impartible proportionate share or interest in land, together with undivided common rights on the terrace and parapet walls with all common amenities and facilities appended thereto the said building and premises more fully mentioned and described in the SCHEDULE “B” hereunder written at or for the price or consideration money free from all encumbrances and liabilities whatsoever absolutely and forever.

NOW THIS DEED WITNESSETH that In pursuance of the said agreement and in consideration of the said sum of Rs./- (Rupees) only of the lawful money of the Union of India well and truly paid by or on behalf the Purchasers to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchaser the said Flat) the Promoter and Owner do and each of them doth hereby grant, transfer, convey, assign and assure unto and in favour of the Purchasers and on the request of the Purchasers, the Promoter and Owner have agreed to execute and register a Deed of Conveyance in favour of the Purchasers in respect of the said Flat mentioned herein below, of the said building including undivided impartible proportionate share or interest in land, together with undivided common rights on the terrace and parapet walls with all common amenities and facilities appended thereto the said building and premises more fully mentioned and described in the SCHEDULE “B”

hereunder written at or for the price or consideration money free from all encumbrances and liabilities whatsoever absolutely and forever.

TOGETHER WITH the land, whereupon or on part whereof, the same is erected and built and premises, that are part and parcel thereof, together with all rights, liberties, privileges, easements, profits and appendages, right of ingress and egress and right of air and light, that are belonging thereunto and/or reputed so to belong and all muniments of title documentation, that are in the custody, power and possession of the Vendors/Owners, relating to the demised premises and all rents, issues, profits and usufructs there from, for the Purchasers TO HAVE AND TO HOLD, the same for an indefeasible title, in fee simple, free from all encumbrances whatsoever, absolutely and forever, doth hereby covenants, with the Purchasers, that notwithstanding, any act, deed or thing done by them, or their predecessor-in-interest, they the Promoter and Owner, have in their good, rightful, power and absolute authority, to grant, sell, convey, transfer, assign and assure, the demised premises, unto the Purchasers, as is being done by this instrument and that there is no latent or patent defect of title of the Promoter and Owner in the same, or any latent or patent defect of title of the Purchasers i.e. being obtained through this instrument and further that there is no clog on the title of the Promoter and Owner and further there is no impediment, or bar for the Promoter and Owner to absolutely sell the demised premises as Vendors/Owners thereof, either under any law, or statute, or under any order of Court, or any other statutory forum, or Municipality/Corporation or under any contract and the Vendors/Owners, hereby further covenant with the Purchasers, that the demised premises and every part thereof, is totally free from all encumbrances whatsoever and the Promoter and Owner hereby keeps the Purchasers sufficiently harmless and indemnified against the same and the Vendors/Owners hereby further covenant with the Purchasers, that all municipal/Corporation taxes, electric bills, maintenance charges and all other outgoings, in respect of the demised premises, shall be borne by the Vendors/Owners till the month, date or quarter in which this conveyance is being executed or vacant and peaceful possession is taken, whichever is earlier, as shall be applicable and thereafter the same shall be paid by the Purchasers and the Promoter and Owner hereby further mutually covenant with the Purchasers, that the Purchasers shall be free to use, occupy, enjoy, possess and absolutely own the same, without any let or hindrance, claim, question or demand, being raised by the Vendors/Owners or any one claiming through or under them, or in trust or in equity and the Promoter and Owner further covenant with the Purchasers, that on request of the Purchasers, they will be bound to do, all and every act and to sign, execute and register if necessary, all deeds, documents, applications and papers, for more perfectly assuring the title, of and in the demised premises AND the parties doth hereby mutually covenant with one another, that all of them shall at all times in future, duly comply with all the terms and conditions contained in this conveyance.

THE PROMOTER AND OWNER DOTH HEREBY FURTHER COVENANT WITH THE PURCHASER AS FOLLOWS:

1. The interest which the Vendors professed to transfer, subsist and the Vendors have good, rightful power and absolute authority and indivisible title to grant, convey, transfer, assign and assure unto the Purchasers and every part or parts thereof respectively unto the Purchasers and the Vendors have not at any time hereto before done, omitted, committed, suffered or been party or

privy to any act, deed or thing whereby they may be prevented from granting conveying transferring assigning or assuring the said demised premises which is morefully and specifically mentioned and/or described in the Schedule.

2. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon the said demised premises which is morefully and specifically described in First Schedule hereunder and thus the demised premises is hereby sold, conveyed and transferred unto the Purchasers and every part thereof and to enjoy the said demised premises which is morefully and specifically described in Schedule hereunder, without any interruption claim or demand whatsoever by the Vendors/Owners or any person or persons claiming through under or in trust for the Vendors.

3. The said demised premises which is morefully and specifically described in Second Schedule is hereby sold conveyed and transferred unto the Purchasers and freed and discharged from or otherwise by the Vendors/Owners sufficiently indemnified against all and all manner of encumbrances claims and demands whatsoever caused, created, occasioned and / or made by the Vendors/Owners or any person or persons claiming or to claim through under or in trust for the Vendor/Owner.

4. The Vendors/Owners or every person or persons under or representing them, lawfully claiming any estate, right, title or interest into or upon the said demised premises which is more fully and specifically described in the Schedule hereunder, hereby sold conveyed and transferred unto the Purchasers or any part thereof through under or in trust for the Vendors/Owners shall and will at all times hereafter upon every reasonable request and at the cost of the Purchasers make, do, acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, assurances, matters and things whatsoever for the further better and more perfectly assuring the said premises unto the Purchasers or shall or may be reasonably required.

5. The Vendors/Owners promise, declare, undertake and covenant with and to the Purchasers that they shall attend and/or present themselves before any Forum and/or Court and/or Govt. Authority and/or Organization and/or statutory body including Local Municipality, CESC for and/or on behalf of and at the request of the Purchasers in order to answer, clarify, if any question, query and / or dispute is raised by the above authorities i.e. to corroborate, pass on and/or transfer better title to, for and in favour of the Purchasers the Vendors/Owners shall attend to any authority at any time at the request of the Purchasers.

6. That the Vendors/Owners hereby undertake and indemnify to pay all dues and/or arrears till the date of execution of these presents to and for the Purchasers or vacant and peaceful possession is taken, whichever is latter, on account of municipal taxes, levies, electricity bills etc.

7. That the Vendor/Owner are the joint, exclusive and absolute Vendors/Owner of the property and/or otherwise well and sufficiently entitled to the said property (which is morefully and specifically mentioned and/or described in the Schedule).

8. That the Vendor/Owner hereby declares, that the properties appurtenant thereto is free from all encumbrances, mortgages (including mortgage by deposit of title deeds or anomalous mortgage under the Transfer or property Act), charges, liens, lispensens, annuity, right of residence or maintenance under any testamentary disposition, settlement or other documents or under any

law, debutters, wakf, trusts, benami transactions, adverse possession, attachments, decree or order including any injunction or prohibitory order, acquisition, requisition, vesting, alignment, claims, demands and liabilities of whatsoever or howsoever nature and that the Vendors/Owners have and hold clear, undisputed, undisturbed, marketable and authentic title to the same.

9. The Vendor/Owner have actual, undisturbed, undisputed, exclusive, and absolute Ownership and has physical possession of the said premises (which is morefully and specifically mentioned and/or described in the Schedule).

10. The Vendor/Owner also declare that the entire First Scheduled property is neither affected by and/or included under any law suit and/or proceedings nor affected by and under the (Urban Land Ceiling Regulation) Act., and/or scheme related to such Act or any other Law in force for the time being.

11. The Vendor/Owner have not entered into any Agreement for Sale, Lease, License, Tenancy and or any sort of Agreement and/or Contract with any body, person and/or organization in respect of and/or regarding the Scheduled property other than the abovementioned Purchasers.

12. The Vendor/Owner have not mortgaged this Scheduled property to any person and/or organization and/or body Corporate and/or bank etc.

13. The Vendor/Owner declare that there is no Title Suit pending and/or active in any Court and/or Tribunal etc. in respect of and regarding this scheduled property.

14. The Vendor/Owner neither have received any notice for Acquisition and/or Requisition, nor any process and/or proceeding for Acquisition and/or Requisition under any law or laws for the time being in force, is active and /or pending and /or under process and/or in motion in any Court, Tribunal and/or Administrative office and offices in respect of and with regard to the Scheduled property and the area appurtenant thereto or any part or portions thereof.

15. That it is hereby further agreed that the Purchasers hereto as the absolute owners of the said flat shall have all right to sell, gift, transferred and assign the said flat in any manner and the vendor or any co-owners shall have no objection to any such transferred.

SCHEDULE 'A'

ALL THAT piece and parcel of land measuring more or less 09 Cottahs 08 Chittaks with a G+03 Storied building standing thereon comprised in Premises no. 42/C Rajkrishna Ghoshal Road, Ward No. 91, P.S Kasba, Kolkata-700042, within the limits of Kolkata Municipal Corporation, being ASSESSEE No. 210911500700, togetherwith all rights, title, interest, and right of easement attached thereto, butted and bounded as follows:

On the North : By 5.1 M wide R.K Ghoshal Road and premises 43 R.K Ghoshal Road;

On the East : By Premises no. 43/A/1, 43/C, 43/B N.C.CH Road and Passage;

On the South : By Premises no. 43 R.K Ghoshal Road & 36 N.C.CH Road

On the West : By 45 N.C.CH Road and 41B R.K Ghoshal Road.

SCHEDULE 'B'

ALL THAT One Residential being FLAT No. on floor measuring about sqft. Super built up area be the same little more or less, together with car Parking space on the ground floor measuring Sq. Ft. in the building block known as "DISHA APARTMENT" at Premises no. 42/C Rajkrishna Ghoshal Road, Ward No. 91, P.S Kasba, Kolkata-700042, consisting of Bed Room, One Open Kitchen, One Toilet together with common staircase of the building, lift with proportionate share of land and interest with common areas and other facilities and amenities of the said building with undivided proportionate and impartible share and interest on the land mentioned in the Schedule "A" hereinabove and also the right to use main entrance, passage, staircase, overhead water reservoir, waterline, pump, electric wiring, telephone line, etc. and the plan of the said Flat is annexed hereto and marked with RED.

- SCHEDULE 'C' -

[Common Parts and Portions]

1. The land around the building and spaces within the building comprised of the entrances therein, staircase, leading lobbies and vacant top roof.
2. The foundation columns, girds, beams, supports, main walls, corridors, lobbies, stairs, stairways entrance to and exist from the building intended for common use.
3. Water pump, septic tank and electrical panels, wirings, switches and all electrical installations in common portions.
4. Overhead water tank, water pipes, septic tank, soak pits and other common plumbing installations and pump appended therein.

5. Space for CESC / other Electric supply Company Meter room.
6. Electrical machine parts, electrical wiring, motors and fittings excluding those as are installed for any particular flat or unit in the said building.
7. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said premises and/or building as are necessary for passage to or user and occupancy of the said unit or flat in common and expressly to be the common parts of the building and premises.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands, and seals in the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

In presence of the following

Witnesses:

1.

SIGNATURE OF THE VENDOR / OWNER

2.

SIGNATURE OF THE DEVELOPER/ PROMOTER

Drafted By:

SIGNATURE OF THE PURCHASER

Advocate