

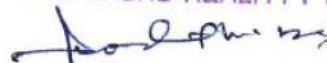
DEED OF CONVEYANCE

THIS INDENTURE OF SALE made this the _____ day of, Two Thousand and Twenty (.....)

BETWEEN

(1) **SRI DEBES KUMAR MISRA, (PAN - BOGPM6025J)**, son of Late Maheswar Mishra, by faith – Hindu, by Occupation- Advocate, by Nationality – Indian, residing at 69/1, Baghajatin Place, Post Office – Baghajatin, Police Station – Patuli, Kolkata – 700 086 and (2) **SRI KUMUD CHANDRA KAR, (PAN - AHRPK3122H)**, son Late Hare Krishna Kar, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 129/8, Purbachal Kalitala Road, Police Station – Garfa, Post Office – Haltu, Kolkata – 700 078, hereinafter called the **OWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs administrators, legal representative successors, successors-in-interest and assigns) of the **FIRST PART represented by their Attorney ASHIRBAD REALITY PRIVATE LIMITED, (PAN-AAQCA5059G)**, (CIN No. U45500WB2016PTC218446), incorporated under the provisions of the Companies Act, 1956, a private Limited company having its office at 6B/28, Mukundapur, 1st Floor, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata – 7000 99, represented by its Director namely **SRI PRODIP KUMAR DAS, (PAN - AHPPD1812P)**, son of Late Purnendu Sekhar Das, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 1983, Mukundapur, Satabdi Park, 4th Floor, Post Office - Mukundapur, presently P.S. Panchasayar, formerly Police Station – Purba Jadavpur, Kolkata – 700099, 4th Floor, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700099, by virtue of registered Development Agreement alongwith Power of Attorney executed on 25.06.2021, executed at D.S.R. IV, Alipore South 24 Parganas and recorded into Book No.1, Volume No.1604-2021 and Pages 164790 to 164836, Deed No.160404104 for the year 2021.

ASHIRBAD REALITY PVT. LTD.



Director

A N D

..... hereinafter jointly called and referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**;

A N D

ASHIRBAD REALITY PRIVATE LIMITED, (PAN-AAQCA5059G), (CIN No. U45500WB2016PTC218446), incorporated under the provisions of the Companies Act, 1956, a private Limited company having its office at 6B/28, Mukundapur, 1st Floor, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata – 7000 99, represented by its Director namely **SRI PRODIP KUMAR DAS, (PAN - AHPPD1812P)**, son of Late Purnendu Sekhar Das, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 1983, Mukundapur, Satabdi Park, 4th Floor, Post Office - Mukundapur, presently P.S. Panchasayar, formerly Police Station – Purba Jadavpur, Kolkata – 700099, 4th Floor, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700099, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **THIRD PART**;

WHEREAS one Nabakishore Mondal, since deceased, Pravash Chandra Mondal, Jugal Chandra Mondal of Bawali, were seized and possessed of or otherwise well and sufficiently entitled to the landed property comprising in C.S. Dag No.102, R.S. Dag Nos.191 & 194, measuring an area of 40.02 Acre and 21.09 Acre appertaining to District Settlement Khatian Nos. 5 & 6, R.S. Khatian Nos. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132, & 133, situated in Mouza – Nayabad, J.L. No.25, R.S. No.3, under Touzi No.56, Pargana – Khaspur, P.S. formerly Tollygunge, thereafter P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, Additional Sub-Registry office at Sealdah, District South 24-Parganas.

AND WHEREAS one Nagendra Nath Dey Sarkar and others being the predecessors of Jyanendra Nath Dey Sarkar of Baishnabghata by four Mourashi Mokarari Pattas took permanent Settlement in respect of the property acquired by some of the co-sharers of the said Mondal family in respect of their shares in the said property and thus the said Nagendra Nath Dey Sarkar started enjoying the said property as owner thereof after recording their names in respect of C.S. Khatian No.5 of Mouza-Nayabad and Khatian No.11 of Mouza-Chakgaria.

AND WHEREAS the said Jyanendra Nath Dey Sarkar and others after becoming the owners in respect thereof established a firm in the name of the Suburban Agricultural Dairy & Fisheries Co. Ltd. and transferred the said property to the said firm.

AND WHEREAS thereafter the said Suburban Agricultural Dairy & Fisheries Co. Ltd., with the object of demarcation of its shares and exclusive and separate enjoyment of the said land acquired by its, instituted a Civil Suit as Plaintiff vide No.16 of 1941 before the Learned 3rd Sub-Judge at Alipore against the other co-sharers of the property.

AND WHEREAS after hearing of the said suit in the said Court the Plaintiff's firm was declared to be the rightful owner in respect of its shares and Sri Sachindra Nath Koley, Executor of the Swarnamoyee Dassi Estate, the Defendant No.16 was declared to be the rightful owner in respect his shares and the Defendant Nos. 12, 13 & 14 namely Pravash Chandra Mondal, since deceased, Pratul Chandra Mondal and Amarendra Nath Mondal were declared to be the owners in respect of their respective shares in the said property and the said Defendant No.12, Pravash Chandra Mondal,

since deceased, became the absolute sixteen annas Owner of the said property in the preliminary Decree.

AND WHEREAS during the pendency of the said suit the said Pravash Chandra Mondal died intestate on 17.04.1968, leaving behind him surviving his two sons namely Sri Sasanka Sekhar Mondal and Sri Biswa Sekhar Mondal and his only wife namely Smt. Sudhangsu Bala Mondal and four daughters namely (1) Smt. Ashima Rani Roy, (2) Smt. Jamuna Rani Das, (3) Smt. Bimala Rani Mondal (Dolui) and (4) Miss. Pratima Rani Mondal as his only legal heirs and successors who were substituted in the said Suit in place of the deceased Pravash Chandra Mondal, the defendant No.12 as mentioned above.

AND WHEREAS thereafter by a registered short-term lease dated 15.02.1969, registered at the District Registrar, Alipore and recorded in Book No.I, Volume No.11, Pages 218 to 255, Being No.271, for the year 1969, the said Smt. Jamuna Rani Das, Smt. Bimala Rani Mondal (Dalui) and Smt. Pratima Rani Mondal granted a Lease in Rayati right in favour of two brothers the said Biswa Sekhar Mondal and Sri Sasanka Sekhar Mondal at an yearly rent of Rs.1.75 Paise and by a registered Indenture dated 25.01.1969, recorded as Deed No.275, for the year 1969, the aforesaid Lessors and transferred sold their all right, title and interest in the said lease hold land unto and in favour of Smt. Sudhangsu Bala Mondal, wife of Late Pravash Chandra Mondal and Smt. Nilima Rani Mondal, wife of Sri Sasanka Sakhhar Mondal and thus the right, title and interest of the said lessors in the said property became ceased and destroyed there from forever.

AND WHEREAS thereafter by a registered Deed of Gift dated 03.10.1969, registered at the office of the Joint Sub-Registrar at Alipore at Behala and recorded in Book No.I, Volume No.65, Pages 233 to 276, as Deed No.4198, for the year 1969, the said Smt. Sudhangsu Bala Mondal transferred, conveyed, sold and assigned, bestowed and assured her right, title and interest acquired by her by way of succession and inheritance from her husband unto and in favour of Sri Biswa Sekhar Mondal and his eldest brother Sasanka Sekhar Mondal and thus the said Smt. Sudhangsu Bala Mondal became ceased and dispossessed there from forever.

AND WHEREAS in the manner aforesaid the said Biswa Sekhar Mondal and Sasanka Sekhar Mondal jointly became the owners of undivided $\frac{6}{7}$ th share of the share left by the said deceased Pravash Chandra Mondal and the said Smt. Ashima Rani Roy became the owner of her share of the said property.

AND WHEREAS thereafter the said Biswa Sekhar Mondal and Sasanka Sakhhar Mondal as the Principal Party of the said Suit No.16 of 1941, applied before the Ld. Court for Sale of 1 Ganda 2 Karas being $\frac{27}{320}$ th share of each of them and the Ld. Court granted the said prayer.

AND WHEREAS thereafter Amarendra Nath Mondal the another co-sharer of the land of C.S. Dag No.102, R.S. Dag Nos. 191 and 194 of the said Mouza – Nayabad, J.L. No.25 alongwith other land with the object of exclusive possession and separate enjoyment of the said land filed an application praying inter-alia for partition of his share in the suit property in Partition Suit No.16 of 1941 pending before the Ld. Sub-Judge at Alipore. After hearing of the said application a Pleader Commissioner was appointed by the said Ld. Court with a view to effect partition and/or separation and/ or division of the said property among the co-sharers thereof. Accordingly Sri Bibhuti Bhusan Majumdar, the Pleader Commissioner after proper survey of the said land prepared a Sketch Plan annexed thereto submitted his Report before the said Ld. Court and on the basis of the report submitted by the Pleader Commissioner the said Suit was finally decreed on 14.07.1971, by the Ld. 3rd Sub-Judge, Alipore.

AND WHEREAS as per decree passed by the said Ld. Court based on the report of the Pleader Commissioner, Sri Sasanka Sekhar Mondal was absolutely allotted a separately demarcated area of land of the said Mouza – Nayabad, comprising in C.S. Khatian Nos. 5 and 6, appertaining to C.S. Dag No.102, corresponding to R.S. Khatian Nos. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 & 133, of R.S. Dag Nos.191 and 194 and since then the said Sasanka Sekhar Mondal had been enjoying the said property peaceably and in severally from others.

AND WHEREAS as per report submitted by the Pleader Commissioner and final decree passed by an order dated 04th June, 1971, being Order No.546, by the said Ld. Court based on the said report it was specifically noted of land marked “CHHA” (measuring an area of 19½ Bigha) and land marked “JHA” (measuring an area of 19½ Bigha) of land as delineated in the Site Plan annexed with the said report was absolutely allotted to Sri Sasanka Sekhar Mondal.

AND WHEREAS while being in peaceful and uninterrupted possession of the said property, said Sasanka Sekhar Mondal being in need of money and for his legal necessities, by a registered Indenture dated 14.10.1988 registered in the office of A.D.S.R. Sealdah, 24-Parganas recorded in Book No.1, Deed No.1299, for the year 1988, sold, transferred and conveyed a plot of land measuring about 9 Bighas 15 Cottahs situated in the said Mouza – Nayabad, comprising C.S. Dag No.102, appertaining to C.S. Khatian No.5, in R.S. Khatian Nos. 112, 126, 118, 129, 122, 127, 133, 115, 117, 119, 121, 123, 131, 132, and 128 of R.S. Dag No.191 and 194, J.L. No.25, R.S. No.3, under Collectorate Touzi No.56, P.S. formerly Tollygunge, thereafter P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, also lying within the local limits of The Kolkata Municipal Corporation Ward No.109 in favour of (1) Sri Nrisingha Chakraborty, son of Late Dharmadas Chakraborty, residing at Village-Panchpota, P.S. Sonarpur, District-South 24 Parganas, (2) Smt. Smriti Dutta, wife of Sri Moti Dutta, residing at Income Tax Housing Co-operative, P.S. Kasba, Kolkata, (3) Smt. Ballari Ghosh, wife of Sri Asim Kumar Ghosh, residing at Tentulberia, P.S. Sonarpur, District-South 24 Parganas and (4) Smt. Prabha Deb Roy, wife of Sri Jatin Deb Roy, residing at Panchpota, P.S. Sonarpur, District South 24 Parganas and each having undivided 1/4th share of the total property.

AND WHEREAS after purchase the said Sri Nrisingha Chakraborty and Smt. Smriti Dutta, empowered in favour of one Sri Debdulal Mazumder, son of Sri Paresh Chandra Mazumder, residing at Panchpota, P.S. Sonarpur, District-South 24 Parganas to transfer their undivided share of the said property to any Third Party by virtue of a registered General Power of attorney dated 18.02.1989, registered at D.S.R. Alipore, recorded into Book No.IV, Volume No.2, at Pages 144 to 148, Deed No.91 for the year 1989.

AND WHEREAS again said Smt. Prova Deb Roy, empowered in favour of said Sri Debdulal Mazumder, to transfer her undivided share of the said property to any Third Party by virtue of a registered General Power of attorney dated 19.11.1988, registered at A.D.S.R. Alipore, recorded into Book No.IV, Volume No.21, at Pages 31 to 36, Deed No.950 for the year 1988.

AND WHEREAS said Smt. Ballari Ghosh, empowered in favour of said Sri Debdulal Mazumder, to transfer her undivided share of the property to any Third Party by virtue of a registered General Power of attorney dated 09.02.1989, registered at A.D.S.R. Alipore, recorded into Book No.IV, Volume No.3, at Pages 169 to 174, Deed No.108 for the year 1989.

AND WHEREAS said (1) Sri Nrisingha Chakraborty, (2) Smt. Smriti Dutta, (3) Smt. Ballari Ghosh and (4) Smt. Prabha Deb Roy, were in continuous possession of their said purchased land alongwith unfettered right, title, interest thereto and they have been paying the

necessary taxes to the concerned authority.

AND WHEREAS in need of cash money and also for other various legal necessities said (1) Sri Nrisingha Chakraborty, (2) Smt. Smriti Dutta, (3) Smt. Ballari Ghosh and (4) Smt. Prabha Deb Roy, decided to sell their property by dividing their total purchased land into several small plots of land leaving therein passages for egress and ingress.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 11.01.2007, registered in the Office of D.S.R. III, Alipore and recorded into Book No. 1, CD Volume No.3, at Pages 11605 to 11623, Deed No.01503 for the year 2010 said (1) Sri Nrisingha Chakraborty, (2) Smt. Smriti Dutta, (3) Smt. Ballari Ghosh and (4) Smt. Prabha Deb Roy, through their Attorney, said Sri Debdulal Mazumdar, sold, transferred, conveyed, assigned and granted two Plots of land being Plot Nos.189 and 190, measuring an area of **5 (Five) Cottahs 05 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less situated in Mouza – Nayabad, J.L. No.25, R.S. No.3, Pargana – Khaspur, Touzi No.56, comprising in R.S. Dag No.191, under R.S. Khatian Nos. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132, & 133, corresponding to C.S. Dag No.102, appertaining to C.S. Khatian No.5, within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, in favour Sri Arabinda Majumdar, son of Late Ramoni Mohan Majumdar, residing at Srinagar, P.O. Panchasayar, P.S. Panchasayar, Kolkata – 700094.**

AND WHEREAS after purchasing the said demarcated plot of land said Sri Arabinda Majumdar, mutated and recorded his name in the record of B.L. & L.R.O. Kasba vide Reference No. M/C 168/2013 **and the property is now under R.S. Dag No.191, under present R.S. Khatian No.131 of said Mouza – Nayabad, J.L. No.25 and also** recorded his name in the record of The Kolkata Municipal Corporation in respect of his total purchased land area measuring an area of **5 (Five) Cottahs 05 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less** within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 109 and **K.M.C. Premises No.3531, Nayabad**, and Assessee No.31-109-08-7118-7, P.S. Panchasayar, Kolkata – 700 099.

AND WHEREAS one Sri Arabinda Majumdar son of Ramoni Mohan Majumdar, residing at Srinagar, P.O and P.S Panchasayar, Kolkata- 700094, purchased the one plot of land measuring an area of 5 (Five) Cottahas 5 (Five) Chittacks 25 (Twenty five) Sq.ft. Sq.ft alongwith a tile shed structure being Scheme Plot No. 189 and 190 situated in Mouza – Nayabad, J.L. No. 25, comprising in R.S. Dag No. 191, under R.S. Khatian No. 131, within K.M.C. Ward No. 109, P.S. Panchasayar, (formerly P.S. Purba Jadavpur) District – South 24 Parganas, by virtue of a registered Deed of Conveyance dated 11.01.2007, registered in the Office of District Sub- Registrar III, Alipore and entered into Book No. 1, Volume No. 3, Page Nos. 11605 to 11623, Deed No. 1503 for the year 2010 from Sri Nrisingha Chakraborty, son of Late Dharmadas Chakraborty, Smt. Smriti Dutta, wife of Sri Moti Dutta, Smt. Ballari Ghosh, wife of Sri Ashim Kumar Ghosh and Smt. Prabha Deb Roy, wife of Sri Jatin Deb Roy, represented by their registered Constituted lawful attorney, Sri Debdulal Mazumdar, son of Paresh Chandra Mazumdar morefully mentioned in the said Deed of Conveyance dated 11.01.2007.

AND WHEREAS thereafter said Arabinda Majumdar recorded his property in the record of K.M.C. known as Premises No. 3531, Nayabad, Assessee No. 31-109-08-7118-7 morefully described in **SCHEDULE ‘A’** below.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 23.12.2020, registered in the Office of D.S.R. IV, Alipore, and recorded into Book No. 1, Volume No.1604-2020, at Pages 202928 to 202966, Deed No.05536 for the year 2020, said **Sri Arabinda**

Majumdar, son of Late Ramoni Mohan Majumdar, residing at Srinagar, P.O. Panchasayar, P.S. Panchasayar, Kolkata – 700094, as the previous Land Owner, sold, transferred, conveyed, assigned and granted a demarcated plot of land **measuring net land area of 5 (Five) Cottahs 05 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less** along with one residential tile shed structure measuring an area of 100 (one hundred) Sq.ft. more or less being Scheme Plot Nos.189 and 190, situated in **Mouza : Nayabad, J.L. No.25**, Touzi No. 56, R.S. No.3, comprising in portion of **R.S. Dag and L.R. Dag No.191, under R.S. Khatian No.131, L.R. Khatian No. 251**, within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 109, **K.M.C. Premises No.3531, Nayabad**, Assessee No.31-109-08-7118-7, P.S. Panchasayar, Kolkata – 700 099, in favour of the present OWNERS herein namely **(1) SRI DEBES KUMAR MISRA** and **(2) SRI KUMUD CHANDRA KAR**.

AND WHEREAS after purchase some typographical errors are found in the annexed plan as well as boundary of the Schedule of the property and by virtue of a registered Deed of Declaration dated 02.03.2021 registered in the office of D.S.R.- III Alipore and entered into Book No. 1, Volume No. 1603-2021, Page No. 66213 to 66228, Deed No. 2151 for the year 2021 executed and registered by the said Vendor i.e. Sri Arabinda Majumdar and the present OWNERS the same has amended and rectified.

AND WHEREAS thereafter the present OWNERS herein mutated their names in the record of The Kolkata Municipal Corporation known as **K.M.C. Premises No.3531, Nayabad**, Assessee No.31-109-08-7118-7, P.S. Panchasayar, Kolkata – 700 099, morefully described in the **SCHEDULE-A** below.

AND WHEREAS the present OWNERS herein are the joint owners and seized and possessed of All That the net land area measuring **5 (Five) Cottahs 05 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less** along with one residential tile shed structure measuring an area of 100 (one hundred) Sq.ft. more or less being Scheme Plot Nos.189 and 190, situated in **Mouza : Nayabad, J.L. No.25**, Touzi No. 56, R.S. No.3, comprising in portion of **R.S. Dag and L.R. Dag No.191, under R.S. Khatian No.131**, within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 109, **K.M.C. Premises No.3531, Nayabad**, Assessee No.31-109-08-7118-7, P.S. Panchasayar, Kolkata – 700 099, and the present OWNERS are still in possession and have been enjoying their absolute ownership and possession of the said land and property which is free from all encumbrances and the present OWNERS are the joint Owners of the land and property as described in the **SCHEDULE-‘A’** below, hereinafter called ‘the said property’.

AND WHEREAS the OWNERS are very much desirous to construct a Ground Plus Four storied building with lift facility on their said property and to do and make the construction of a new building upon the said property, but the OWNERS have no financial capacity or experience. Owing to such desire the OWNERS have approached the DEVELOPER for development of the said property and the DEVELOPER herein has agreed to do so as per the terms and conditions as mentioned hereinafter as the **50% : 50% Ratio**.

AND WHEREAS by virtue of mutual discussion between the OWNERS and also the DEVELOPER the Developer has taken the sanction of a Ground Plus Four Storied building vide Building Permit No.2021120388 dated 12.02.2022 from the KMC at its cost and now the Developer is developing the entire Premises through its Developer-Firm namely “Ashirbad Reality Private Limited” and erecting the building thereon.

AND WHEREAS the DEVELOPER herein has agreed to make the construction of the proposed new Ground Plus Four Storied residential building with lift facility and the entire Owners’

Allocation of the building has been described in the Schedule B of the said Development Agreement alongwith Power of Attorney executed on 25.06.2021, executed at D.S.R. IV, Alipore South 24 Parganas and recorded into Book No.1, Volume No.1604-2021 and Pages 164790 to 164836, Deed No.160404104 for the year 2021 and also the entire Owners' Allocation of the building has been described in the Schedule B of the said Development Agreement alongwith Power of Attorney and entire Developer's Allocation has been described in the Schedule D of the said Development Agreement alongwith Power of Attorney.

AND WHEREAS For the smooth running of the" said project, the Land Owners herein agreed to execute a registered Development Power of Attorney, by which the Land Owners herein have appointed and nominated **ASHIRBAD REALITY PRIVATE LIMITED** as their Constituted Attorney and new Developer, to act on behalf of the Land Owners and also for entering into an agreement for sale in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the Owners and also for to appear before any Registrar of Assurances, District Registrar, Sub- Registrar, Additional District Sub-Registrar or other offices or authorities having jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on our behalf and to do all other acts and deeds in that behalf developer may deem necessary, expedient and proper.

AND WHEREAS originally the land measuring an area of **5 (Five) Cottahs 05 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less** situated in **Mouza : Nayabad, J.L. No.25**, comprising in portion of **R.S. Dag and L.R. Dag No.191, under R.S. Khatian No.131**, within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 109, **K.M.C. Premises No.3531, Nayabad**, P.S. Panchasayar, Kolkata – 700 099, belongs to the Land Owners as mentioned herein above.

AND WHEREAS in terms of the said Development Agreement, the DEVELOPER has the right and/or entitle to sell, transfer convey its allocation to any Purchaser and to receive consideration amount from the intending purchaser and the Flat and Car Parking Space are of Developer's Allocation.

AND WHEREAS the West Bengal Government introduced the **new Promoter and Builder Law** with effect from as per The RERA Act,, for taking the registration of this project under this Act and Building Rules the DEVELOPER has filed an application before the concerned Authority vide No..... Thereafter the concerned authority approved the said application and delivered the RERA No.....

AND WHEREAS when the DEVELOPER herein had been erecting the said building in the said **K.M.C. Premises No.3531, Nayabad**, within the K.M.C. Ward No.109, P.S. Panchasayar, Kolkata – 700 099, the Parties of the **SECOND PART/PURCHASERS**, having their desire to purchase one residential **Flat No.....** situated on the**floor** **side** of the building measuring carpet area of the Flat is **Sq.ft** **and the Balcony area of the Flat is** **Sq.ft.** i.e. total carpet area of the Flat including Balcony is**Sq.ft.** corresponding to **super built up area of the Flat is****Sq.ft.** **more or less** togetherwith one **Car Parking Space No.....** situated on the **Ground Floor** of the building measuring an area of **110 (One hundred and ten) Sq.ft.** more or less has approached the said DEVELOPER as well as the **VENDOR** as shown in the Floor Plan and constructed by the DEVELOPER which is morefully and particularly described in the SCHEDULE "B" hereunder written.

AND WHEREAS the **DEVELOPER** agreed to sell and convey the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building being part of **K.M.C. Premises No.3531, Nayabad**, within the K.M.C. Ward No.109, P.S. Panchasayar, Kolkata – 700 099, togetherwith undivided proportionate share of land and also together with all common rights and facilities as described in the SCHEDULE "A", "B" and "C" herein below and the consideration of the said flat alongwith one Car Parking Space is **Rs...../- (Rupees)** **only** free from all encumbrances, charges, lien and liabilities etc. payable to the **DEVELOPER** as the said Flat and Car Parking Space are of Developer's Allocation.

AND WHEREAS the **DEVELOPER** alongwith the **VENDORS** has entered into an Agreement for Sale with the **PURCHASERS** and the **DEVELOPER** has agreed to hand over by way of Sale the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building constructed as per specification of the **PURCHASERS** herein and the sold properties i.e. **ALL THAT** the **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building as described in the SCHEDULE 'B' hereunder written together with right of use all common user, amenities, facilities and common services and also togetherwith undivided proportionate share of said land as morefully described in the SCHEDULE 'A' and 'C' and the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building have been built up in accordance with the said sanctioned residential building plan to enable them to acquire and possess the said Flat and Car parking Space for a total consideration price of **Rs...../- (Rupees)** **only** payable to **DEVELOPER** as the sold Flat and Car Parking Space are of Developer's Allocation.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale and in consideration of the said sum of **Rs...../- (Rupees)** **only** of which the entire consideration money against the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building alongwith the proportionate share of land which morefully described in the SCHEDULE 'B' below for a total sum of **Rs...../- (Rupees)** **only** paid by the **PURCHASERS** to the **DEVELOPER** on or before execution of this Deed on different dates as described in the Memo of Consideration of which receipts have been granted by the **DEVELOPER** totaling **Rs...../- (Rupees)** **only** paid by the **PURCHASERS** the receipt whereof the **DEVELOPER** hereby acknowledge and admit as per memo below and/or from the said and every part thereof truly acquit release and forever discharge the **PURCHASERS** of all their liabilities thereof and the **DEVELOPER** and also the **VENDOR** as beneficial parties herein do hereby grant, sell, convey, transfer, assigns, assure unto the said **PURCHASERS** 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 **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building situated at **The K.M.C. Premises No.3531, Nayabad**, within the K.M.C. Ward No.109, P.S. Panchasayar, Kolkata – 700 099, together with right to use all common open areas and common services of the building and undivided proportionate share of land as mentioned in the SCHEDULE 'B' and 'C' hereunder

written. **AND TO HAVE AND TO HOLD** the said flat and Car Parking Space togetherwith undivided proportionate share of land together with the right to use the common space, stair-cases, lift, common-land, and also together with common rights, water supply lines and other common paths and drains and sewerages, equipments and installation and fixtures and fittings and passages and stair appertaining to the said building as mentioned in the SCHEDULE "B" and "C" hereunder comprised and hereby granted, sold, conveyed, transferred assigned assured and every part or parts thereof respectively together with their and every of their respective rights and appurtenances whatsoever unto the said **PURCHASERS** 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 **Flat No.....** situated on the **.....floor** **side** of the building togetherwith one **Car Parking Space No.....** situated on the **Ground Floor** of the building and also together with all common rights, facilities, amenities and undivided proportionate share of land morefully described in the SCHEDULE "B" and "C" hereunder written.

IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR AND THE DEVELOPER AND THE PURCHASERS as follows :-

1. That the **VENDOR** has good rightful power and absolute authorities, indefeasible title to grant, sell, 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 togetherwith one **Car Parking Space No.....** situated on the **Ground Floor** of the building togetherwith common stair-case and other common portions parts and open spaces, paths and passages and undivided proportionate share of land in the said building as described in the SCHEDULE "B" hereunder written.
2. It shall be lawful for the **PURCHASERS** from time to time and at all times hereafter to enter into and upon hold and enjoy the said **Flat No.....** situated on the **.....floor** **side** of the building togetherwith one **Car Parking Space No.....** situated on the **Ground Floor** of the building along with right of use all common open places and other services of the building with stair-cases and other common parts and passage 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 there of and have full power, absolute right and authority to sell, transfer, mortgage, lease dispose of the said flat and Car Parking Space without any interruption disturbances, claims or demands whatsoever from or by the **VENDOR and the DEVELOPER** or any person or persons claiming through under or in the trust for them.
3. The **VENDOR and the DEVELOPER** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASERS** make 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 undivided proportionate share of land pertaining the said **Flat No.....** situated on the **.....floor** **side** of the building togetherwith one **Car Parking Space No.....** situated on the **Ground Floor** of the building and also togetherwith other common open parts and services, paths and passages respectively and every part thereof being part of **K.M.C. Premises No.3531, Nayabad**, within the K.M.C.

Ward No.109, P.S. Panchasayar, Kolkata – 700 099, unto the **PURCHASERS** in the manner aforesaid as shall or may be reasonably required.

4. The **PURCHASERS** 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 togetherwith one **Car Parking Space No..... situated on the Ground Floor** of the building.
5. The **PURCHASERS** shall be entitled to the right of access in common with the **DEVELOPER and also the VENDOR** and/or other Owners and the Occupiers of the said building at the times and for all normal purposes connected with the use and enjoyment of the said building.
6. The **PURCHASERS** and their agent and nominee shall be entitled to the right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment as the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No..... situated on the Ground Floor** of the building and premises or passages and the **PURCHASERS** and/or servants, nominees, employees, invitees shall not obstruct other flat owners and the occupiers of the building in any way by parking vehicles, deposit of materials or rubbish.
7. The **PURCHASERS** 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 togetherwith one **Car Parking Space No..... situated on the Ground Floor** of the building and also togetherwith undivided proportionate share of land alongwith common rights as mentioned herein.
8. The **PURCHASERS** shall also be entitled to the right for passage in common as aforesaid for taking gas, electricity, telephone, water to the said Flat through pipes, drains, wires and common spaces lying or being in under 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.
9. The **PURCHASERS** 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 pipes, drains and common spaces as aforesaid and for the purpose of building repair or cleaning of the said Flat.
10. So long as the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No..... situated on the Ground Floor** of the building alongwith all common rights and common expenses as described in the SCHEDULE “B”, “C” and “D” hereunder written shall not be separately assessed the said **PURCHASERS** shall pay (from the date of execution of the Deed of Conveyance) the proportionate share of maintenance of the building and also Municipal taxes as per apportionment to the extent of the **PURCHASERS’** said flat alongwith said Car Parking Space.
11. The **PURCHASERS** shall pay all taxes, rates, impositions and other outgoings in respect of the said flat and Car Parking Space proportionately as may be imposed by The Kolkata

Municipal Corporation, and/or State Government and shall pay all such betterment fees or development charges or any other taxes or payment of similar nature.

12. The **PURCHASERS** shall pay the proportionate cost of building maintenance and taxes, repairing cost etc., as common expenses as mentioned in the SCHEDULE 'D' hereunder written.
13. The **PURCHASERS** shall maintain the said **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** **situated on the Ground Floor** of the building at their 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 Kolkata Municipal Corporation and/or any other Authorities and Local Bodies. The **PURCHASERS** shall abide by rules and by laws of the association of the flat owners if it is formed.
14. The said **PURCHASERS** shall maintain their said flat, inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions.
15. That the said **PURCHASERS** shall not make any such further construction of structural alteration of the outer portion of the building causing any damages to other flats or obstruction to other Owners of the flats of the building.
16. The said **PURCHASERS** shall at their own costs and expenses fix up separate meter connection or meters in the said flat for electricity power or gas connection to be consumed in the said flat by the **PURCHASERS** and the **PURCHASERS** shall pay all rates and taxes which may be imposed by the appropriate authority in connection with his said flat. The **PURCHASERS** shall be entitled to make such interior construction and decoration in their said flat for their necessities like racks, storage space, gas cylinder spaces, cooking racks etc. without causing any damages to the building.
17. The **PURCHASERS** shall have full right and absolute authority to sell, transfer, convey, mortgage, charges, lease of in any encumber deal, with or dispose of their said flat and Car Parking Space and/or their possession and or to assign or to let out full or part with their interest possession benefit of their said flat togetherwith said Car Parking Space or any part thereof.
18. The **PURCHASERS** shall have to carry out the necessary repair which may be pointed out by the Association only to extent of the said flat which will be applicable to all the flat Owners.
19. The **PURCHASERS** shall not use or caused to be used the said flat in such manner which may likely to cause nuisance or annoyance to the occupants of the other flats of the said building nor shall use the same for any illegal nor immoral purposes nor as a restaurant, workshop and/or godown.
20. The said **PURCHASERS** shall not bring keep or store in or any part of the said flat any inflammable combustible substance 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.

21. The **PURCHASERS** shall have no right title or interest in any other flat except Schedule – B Flat and open common land, if any of the said premises. The **PURCHASERS** hereby declares that they shall not raise any objection if the **DEVELOPER** sells the other Car Parking Space to any outsider of the building. Each owner of the Car Parking including the **PURCHASERS** herein shall use and enjoy their demarcated Car Parking Space on mutual understanding during egress and ingress of the Car without raising any objection and obstruction to other.
22. The **PURCHASERS** shall have to carry out the necessary repair which may be pointed out by all the Flat Owners of the building only to the extent of the said flat which will be applicable to all the flat Owners and also Car Parking Space Owners. The **PURCHASERS** hereby declares and confirms that they have already received the peaceful physical possession of the said flat and Car Parking Space from the **DEVELOPER** with full satisfaction as regards the area of the said Flat and Car Parking Space and construction of the said building and he is also satisfied with the title of the property..

THE SCHEDULE – A ABOVE REFERRED TO
(DESCRIPTION OF THE PROPERTY)

ALL THAT piece and parcel of the total ‘Bastu’ land measuring an area of **5 (Five) Cottahs 05 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less whereon a Ground Plus Four storied building with lift facility shall be erected as per sanction building Plan No.2021120388 dated 12.02.2022** sanctioned by K.M.C. situated in **Mouza : Nayabad, J.L. No.25**, Touzi No. 56, R.S. No.3, comprising in portion of **R.S. Dag and L.R. Dag No.191, under R.S. Khatian No.131**, within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 109, **K.M.C. Premises No.3531, Nayabad**, Assessee No.31-109-08-7118-7, P.S. Panchasayar, Kolkata – 700 099 and the entire property is butted and bounded by :

<u>ON THE NORTH</u>	:	30’-0” wide Road ;
<u>ON THE SOUTH</u>	:	Property of others (Part of R.S. Dag No.191);
<u>ON THE EAST</u>	:	K.M.C. Premises No.3534, Nayabad (Scheme Plot No188 of R.S. Dag No. 191);
<u>ON THE WEST</u>	:	Property of others (Scheme Plot No. 191 of R.S. Dag No. 191).

THE SCHEDULE-B ABOVE REFERRED TO
(DESCRIPTION OF THE SOLD FLAT AND CAR PARKING SPACE HEREBY TO BE SOLD)

ALL THAT the residential Flat No..... situated on thefloor side of the building measuring carpet area of the Flat is Sq.ft .and the Balcony area of the Flat is Sq.ft. i.e. total carpet area of the Flat including Balcony isSq.ft. corresponding to **super built up area of the Flat isSq.ft. more or less** togetherwith one **Car Parking Space No..... situated on the Ground Floor** of the building measuring an area of **110 (One hundred and ten) Sq.ft.** more or less as mentioned in SCHEDULE-A herein above and the sold Flat and Car parking Space is situated within the **K.M.C. Premises No.3531, Nayabad**, within the K.M.C. Ward No.109, P.S. Panchasayar, Kolkata – 700 099 togetherwith undivided proportionate share or interests in land attributable to the said Flat at the said Premises also together with the right of use of common parts/portions in the said building at then Premises as mentioned in SCHEDULE-C hereunder and the sold Flat and Car Parking Space are shown in the annexed Plan by RED border line.

SCHEDULE “C” ABOVE REFERRED TO
(COMMON RIGHTS)

1. All stair-cases 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 of the building is for the purpose of common services.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Electric meter space, electricity service and electricity main line wirings and common and electric meter space and lighting.
8. Drainages and sewerages lines of the building and drive way.
9. Boundary walls and main gate and parapet wall on the roof.
10. Such other common parts, like equipments, installations, fixtures, and fittings and open spaces in or about the said building and lift and lift room of the building to be used as common purposes.
11. Lift of the building shall be used as commonly by the all Flat owners of the building.
12. Vacant space of the ground floor and right of egress and ingress of the car through open space of the premises.
13. Car taker's room and toilet shall be used as common by the all Flat owners of the building.

**THE SCHEDULE "D" ABOVE REFERRED TO
(MAINTENANCE /COMMON EXPENSES TO BE PAID BY THE PURCHASERS)**

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

11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
16. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Premiss Organisation it is reasonable to provide.
19. The PURCHASERS shall bear the proportionate maintenance cost of the CCTV cameras of the building and also power back up cost.

SCHEDULE – ‘D’ ABOVE REFERRED TO
(RESTRICTIONS TO BE OBER5VED BY THE PURCHASER)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement on entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction thereon or part thereof and shall Keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
2. The Purchasers shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.

3. The Purchasers shall not decorate the exterior of the said building otherwise than in a manner agreed by the Owner or in a manner as near as may be in which the same was previously decorated.
4. The Purchasers shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the Purchasers shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
5. The Purchasers shall permit the Owner and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Owner to the Purchaser.
6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof
8. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
9. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Owner may affect the elevation in respect of the exterior walls of the said buildings.
10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.
11. Not to use the allocated car parking space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, and shall use the pathways as would be decided by the Owner.
13. Not to commit or permit to be committed any waste or to remove or after the exterior to the said building in any manner whatsoever and other fixtures and fittings serving the said building and the said Flat No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor Taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
14. Not to install any generator without permission of the Association of the Premises.
15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance To the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the Purchasers in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

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

WITNESS:

1.

As attorney of the Vendor herein

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY

PREPARED & DRAFTED BY :

.....

MEMO OF CONSIDERATION

RECEIVED of and from the within mentioned **PURCHASERS** the full consolidated consideration sum of against the within mentioned **Flat No.....** situated on the**floor** **side** of the building togetherwith one **Car Parking Space No.....** situated on the **Ground Floor** of the building being part of The **K.M.C. Premises No.3849, Nayabad**, within the K.M.C. Ward No.109, P.S. Panchasayar, Kolkata – 700 099 in the manner following :-

Sl. No.	Date	RTGS/Draft No.	Name of the Bank & Branch	Amount (Rs.)
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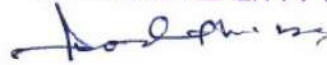
(Total Rupees) only

TOTAL : Rs.....

WITNESSES :

1.

ASHIRBAD REALITY PVT. LTD.



2.

Director

SIGNATURE OF THE DEVELOPER