

DRAFT SALE DEED

CONVEYANCE DEED

THIS Conveyed Deed made on this the day of Two Thousand
Twenty Four (2024)

B E T W E E N

SRI RAJESH KUMAR SAHANI son of Sri Saudagar Sahani, (PAN BJHPS4919R, Aadhaar No – 8589 4651 5046), by Nationality - Indian, by faith Hindu, by occupation Business, residing at Bishnupur Rajarhat, P.O- Bishnupur, P.S- Rajarhat, District North 24 Parganas, Pin-700135 hereinafter referred to as the OWNER/VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to mean and included his heirs, executors, legal representatives, administrators and assigns), represented by his Constituted Attorney M/S. Pratima Builder, a sole proprietorship concern, having its registered office at 946, Nayabad, P.O – Mukundapur, P.S – at present Panchasayar, Prevosuly Purba Jadavpur, Kolkata – 700 099, represented by its sole proprietor SHRI PANKAJ KUMAR CHOWDHURY son of Shri Sravan Kumar Chowdhury, (PAN - AIRPC7851N, Aadhaar No – 8634 6371 1498), by Nationality Indian, by faith Hindu, by occupation Business, residing at 219/D, Picnic Garden Road, P.O - Tiljala, P.S - Kasba, Kolkata-700039, by virtue of a Development Power of Attorney and the same registered in the office of D.S.R - II, Alipore and the same recorded in Book No. I, Volume No. 1602-2021, Pages 65524 to 65542, Being No. 01035 for the year 2021 of the ONE PART;

AND

(Pan, Aadhaar no.), daughter of
, by Nationality –, by faith, by occupation
 -, residing at.....**Post Office -, Police
 Station –,** Pin No., District -,
 hereinafter referred to as the PURCHASERS (which expression shall unless excluded by
 or repugnant to the context be deemed to mean and included their heirs, executors, legal
 representatives, administrators and assigns), of the SECOND PART;

AND

M/S PRATIMA BUILDER, a sole Proprietorship concern, having its regd. office at 946,
 Nayabad, Post Office – Mukundapur, Police Station – Pancha Sayer, Kolkata-700099,
 represented by its sole proprietor SHRI PANKAJ KUMAR CHOWDHURY son of Shri
 Sravan Kumar Chowdhury, (PAN - AIRPC7851N, Aadhaar No – 8634 6371 1498), by

Nationality Indian, by faith Hindu, by occupation Business, residing at 219/D, Picnic Garden Road, P.O - Tiljala, P.S - Kasba, Kolkata-700039, hereinafter referred to as the DEVELOPER/CONFIRMING PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, assign/ assigns) of the THIRD PART;

WHEREAS by the Bengali Kobala dated 10.5.1991 made between (1)Sri Hiren Pramanik (2) Sri Ganesh Chandra Pramanik (3) Smt Bhaduri Pramanik (4) Smt Sabitri Mondal (5) Smt Promila Pramanik (6) Sri Narendra Nath Pramanik therein jointly described as the Vendors and Smt Kanika Dutta therein described as the purchaser and for the Consideration mentioned therein , the said vendors sold transferred and Conveyed unto the said purchaser the land measuring 3 Cottahs 3 Chattaka 30 Sq ft including road (Net area 2 Cottahs 11 Chattaka 9 Sq ft more or less and Road area 8 Chittaks 21 sqft) comprised in R.S Dag No - 147, under R.S Khatian No - 72, of Mouza - Nayabad, J.L. No -25 , Touzi No-56, P.S. Panchasayer and the said Kobala was registered and recorded in Book No – 1, Volume No –106, pages- 33 to 40, Being No –6972, for the year 1991 of D.S.R.Alipore.

AND WHEREAS after such purchase the said Smt Kanika Dutta duly mutated her name in the records of Kolkata Municipal Corporation in respect of the said property and it was assessed as premises No - 3511, Nayabad , Kolkata-700099 .

AND WHEREAS by an indenture of conveyance dated 11.12.2020 made between Smt Kanika Dutta therein described as the Vendor and Sri Rajesh Kumar Sahani therein

described as the purchaser and for the Consideration mentioned therein , the said vendor sold transferred and Conveyed unto the said purchaser the land measuring 2 Cottahs 11 Chattaka 9 Sq ft more or less being premises No- 3511, Nayabad and comprised in R.S Dag No- 147, under R.S Khatian No - 72, of Mouza - Nayabad, J.L. No -25 , Touzi No-56, P.S. Panchasayer and the said Kobala was registered and recorded in Book No – 1, Volume No –1602-2020, pages- 267200 to 267222 , Being No –160206998, for the year 2020 of D.S.R-II, Alipore.

AND WHEREAS by the Bengali Kobala dated 14.10.1991 made between (1)Sri Hiren Pramanik (2) Smt Bhaduri Pramanik (3) Smt Sabitri Mondal (4) Smt Promila Pramanik(5)Sri Narendra Nath Pramanik (6) Sri Jamnoyjoy Pramanik (7) Sri Dilip Pramanik (8) Sri Swapan Pramanik (9) Sri Bapi Pramanik (10) Sri Tarak Pramanik (11) Sri Anath Pramanik (12) Sri Debo Pramanik (13) Satisha Pramanik (14) Pratima Pramanik therein jointly described as the Vendors and Sri Jaydeb Samanta therein described as the purchaser and for the Consideration mentioned therein, the said vendors sold transferred and Conveyed unto the said purchaser the land measuring 3 Cottahs 4 Chattaka 38 Sq ft including Road (Net area 2 Cottahs 11 Chattaka 33 Sq ft more or less and Road area 9 Chattaka 5 Sq ft) comprised in R.S Dag No - 147, under R.S Khatian No - 72,of Mouza - Nayabad, J.L. No -25 , Touzi No-56, P.S. Purba Jadavpur now Panchasayer and the said Kobala was registered and recorded in Book No –1,Volume No –261,pages- 303 to 309 ,Being No –15855, for the year 1991 of D.S.R. Alipore.

AND WHEREAS after such purchase the said Sri Jaydeb Samanta duly mutated his name in the records of Kolkata Municipal Corporation in respect of the said property and it was assessed as premises No - 3510, Nayabad , Kolkata-7000 99.

AND WHEREAS by an indenture of conveyance dated 11.12.2020 made between Sri Jaydeb Samanta therein described as the Vendor and Sri Rajesh Kumar Sahani therein described as the purchaser and for the Consideration mentioned therein , the said vendor sold transferred and Conveyed unto the said purchaser the land measuring 2 Cottahs 11 Chattaka 33 Sq ft more or less being premises No- 3510, Nayabad and comprised in R.S Dag No- 147, under R.S Khatian No - 72, of Mouza - Nayabad, J.L. No -25 , Touzi No-56, P.S. Panchasayer and the said Kobala was registered and recorded in Book No – 1, Volume No –1602-2020, pages- 267177 to 267199 , Being No –160206997, for the year 2020 of D.S.R-II, Alipore.

AND WHEREAS by virtue of the two Bengali Kobala the said Sri Rajesh Kumar Sahani is the owner of land measuring 5 Cottahs 6 Chittaks 42 sqft more or less comprised in R.S Dag No- 147, under R.S Khatian No - 72, of Mouza - Nayabad, J.L. No -25 , Touzi No-56, P.S. Panchasayer.

AND WHEREAS the said two plots were amalgamated and mutated by the Kolkata Municipal Corporation in the names of Sri Rajesh Kumar Sahani and it was assessed as

premises No. 3511, Nayabad, Assessee no. 311090870845), Kolkata- 700099, Ward No- 109, KMC, and also recorded in LR-ROR in L.R. Khatian no. 2485, L.R. Dag no. 147.

AND WHEREAS Sri Rajesh Kumar Sahani the Vendor herein became the absolute owner of the land measuring 5 Cottahs 6 Chittaks 42 sqft more or less being premises No. 3511, Nayabad, Kolkata- 700099 and comprised in R.S Dag No- 147, under R.S Khatian No - 72, of Mouza - Nayabad, J.L. No -25 , Touzi No-56, P.S. Panchasayer more fully described in the SCHEDULE-`FIRST` hereunder written.

AND WHEREAS owner herein having desirous to develop his property by raising a building and for that reason he entered into a development agreement with M/S PRATIMA BUILDER a Proprietorship firm represented by SHRI PANKAJ KUMAR CHOWDHURY the Developer herein for the construction of a Building at the said at Premises No. 3511, Nayabad, Kolkata- 700099. The development agreement registered in the office of D.S.R - II, Alipore and the same recorded in Book No. I, volume no. 1602-2021, pages 64843 to 64875, being no. 01015 for the year 2021.

AND WHEREAS owner herein also executed and registered a General Power of Attorney in developer's favour for the sale of the flats and parking out of developer's allocation of the new building. The said development Power of Attorney was registered

in the office of D.S.R - II, Alipore and the same recorded in Book No. I, Volume No. 1602-2021, Pages 65524 to 65542, Being No. 01035 for the year 2021.

AND WHEREAS the Developer herein duly obtained sanction building plan from the Kolkata Municipal Corporation for construction of a building vide plan no. 2021120297 dated 16/12/2021.

PARKING

AND WHEREAS the Purchaser satisfied as to the tile of property conveyed hereby and thereafter the present Purchaser herein purchased the parking written in the Second Schedule hereto.

AND WHEREAS thereafter, the developer and Purchaser mutually agreed to sale and transfer the subject property of second schedule hereto, therefore, in respect of ALL THAT one measuring 135 (One hundred thirty five) sqft more or less, Flooring -, on the Ground Floor, out of developer's allocation at being KMC Premises No. 3511, Nayabad, Kolkata- 700099 within the limits of The Kolkata Municipal Corporation ward No. 109, Police Station - Previously Purba Jadavpur and at present Panchasayer District - South 24 Parganas.

AND WHEREAS and thereafter, the developer completed the construction of the G plus three building as per said plan duly sanctioned by the KMC of the.

AND WHEREAS after completion of the said building the developer having just cause, excuse and reason sold and conveyed the said Parking in favour of the Purchaser herein for

valuable consideration in respect of the said Parking described in the Second schedule written hereto for a valuable consideration at and for a settled sum of is Rs 1,00,000/- (Rupees one lakh) only and the property of this deed conveyed hereunder written in the second schedule.

AND WHEREAS the parties herein sold and purchased the parking under this deed and the Purchaser become owner of the parking by virtue of this deed thereof.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

That in pursuance of the said agreement and in consideration of the sum written in the memo of consideration hereto only paid at or before execution of these presents by the Purchaser to the developer (the receipt whereof doth hereby admit and acknowledge) and of and from the same and every part thereof acquit, release and discharge the Purchaser as well as also the said Parking and holder of legal title doth hereby indefeasibly grant sell transfer convey assign and assure unto the Purchaser AND Free from all encumbrances attachments and other defects in title except the right of demolition and committing waste All That self contained a residential Parking specifically described in the Second schedule written hereto undivided share of land underneath the Building and in all common areas common facilities and amenities described in the Fourth schedule lying situated at the Premises more-fully and specifically described in the First schedule hereunder written with full ownership of all doors, windows, fittings, fixtures, both sanitary and electrical external and internal walls which are not common with other occupiers and half the depth of common walls Together with an undivided proportionate share or interests of the land or ground in relation to the

said Parking or on part whereof the said building is erected and built being at the Premises as set forth and described in the First schedule hereunder written or however otherwise the said Parking be called known numbered described and distinguished Together With all the benefits and advantages of ancient and other rights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said Premises or any part thereof and particularly to the said Parking and right of egress and ingress belonging or in any way appertaining to or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof Together With the rights of use in common with others of sewers, drains, ways, gates, entrances, staircase, stair landing, underground and overhead reservoir, paths, passages, fences, walls, waters, watercourses, common areas as contained in deed of conveyance specifically described in the fourth schedule hereunder written And all the Estate right, title inheritance, use, trust, property interest and claim and demand what-so-ever both at law and in equity of the owner/developer into or upon and in relation to the said Parking and all deeds pattahs and muniments, writings and evidences of title which is any wise in relating to or concerning the said Parking and which now are or hereafter shall or may in the custody, possession power or control of the Owner or any other person or persons from whom he can or may procure the same without any action or suit at law or in equity And To Have And To Hold And To Own Possess And Enjoy the said Parking here by granted sold conveyed and transferred or expressed Unto And To The Use of the Purchaser absolutely and forever freed and discharged from or otherwise by the Owner well and sufficiently indemnified of and against all encumbrances, claims, liens, etc. Whatsoever created or suffered by the Owner from to

these presents subject nevertheless to the covenants and conditions as would appear hereinafter And That the Owner doth hereby covenants and agrees with the Purchaser that notwithstanding any act, deed or thing what-so-ever, by the Owner or any of his predecessors and ancestors in title, done or executed or knowingly suffered to the contrary they the owner/developer has and had at all materials times heretofore and now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Parking here by granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid And That the Purchaser shall at all times hereafter peaceable and quietly enter into hold, possess and enjoy the said Parking and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by the Owner or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for him and that free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Owner well and sufficiently save and indemnified of and from against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Owner or any person or persons lawfully or equitably claiming as aforesaid And further That the Owner and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said Parking and any part thereof from under or in trust shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute, or cause to be done and executed all such acts, deeds, and things whatsoever for further better and more perfectly assuring the said Parking and every part thereof unto and to the use of the Purchaser according to the

true intent and meaning of these presents as shall or may be reasonably required and Owner will at all times hereafter at the request and cost of the Purchaser produce to the Purchaser as they shall direct, the deeds and documents hereinbefore recited in part evidencing the title to the said property and also furnish to the Purchaser copies of or extract from the said deeds and documents as shall be required and in the meantime keep the same unobliterated and owner will cause to execute any subsequent deed/s for betterment of title of property at Purchaser's cost, if necessary, and common cost and expenses for the said Parking and Apartment in proportionate manner shall bear by the Purchaser herein particularly described in the fifth schedule hereunder written with other owner/occupiers and the Purchaser will use and enjoy the common areas and facilities particularly described in the fourth schedule hereunder written other owner/occupiers and the owner.

And it is further agreed and declared between the parties as follows :-

1. The Purchaser shall use and enjoy said Parking as absolute owner thereof and to mutate said Parking and the Purchaser shall be liable to pay directly to the authorities in respect of the said Parking and hereby granted, sold, conveyed and transferred.
2. The Purchaser shall also be entitled to sell, gift, mortgage, lease or otherwise alienate the said Parking here by conveyed.
3. The Purchaser having interest in the soil as more fully described in the First schedule hereunder written shall remain joint for all times with other co-owner who may

hereafter or heretobefore have acquired right, title and interest in the land and in any Parking in the said building, it being hereby declared that the interest in the soil is impartable.

4. The Purchaser shall have the right to make addition and alteration in the said Parking as per own requirements without damaging the beams and pillars and without causing any serious inconvenience to the other co-owner.
5. The Purchaser shall have full complete and unfettered right of use in common with the other owner and/or other occupants of the said building of the existing staircase, landings thereon and there under as also of the common passage leading to and from the main entrances abutting on the municipal road of the said property for the purpose of egress and ingress and carrying or taking or bringing out of the said Parking all goods, chattels or furniture and any other movable.
6. The Purchaser shall have to maintain the floor of the said Parking properly and decently so that it may not cause leakage or seepage to the floor underneath.
7. The Purchaser must not store or bring and allow to be stored and brought in her Parking any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion or any fitting or fixtures thereof including windows, doors, floors etc. in any manner.

8. The Purchaser shall have the right of erecting and maintaining temporary scaffolding if necessary, for effecting any repairs or painting of the doors and windows grills of the said Parking in any part of the said property provided any such scaffolding does not cause any nuisance or permanent obstruction to the other occupants of the said property.
9. The Rights and obligations and covenants as contained in this deed of conveyance shall remain valid and binding upon the Purchaser.
10. The Purchaser shall mutate name in the official records of the KMC by way of mutation and to pay taxes accordingly in respect of said Parking .
11. Developer immediate or after execution and registration of these presents delivered peaceful and vacant possession of the parking to the Purchaser.

AND WHEREAS the said Parking and all other rights and benefits hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so to be and each and every part thereof are now free from all claims, demands, encumbrances, liens, lispens, attachments, leases, uses, debatters or trusts.

AND IT IS HEREBY FUTHER AGREED by and between the parties hereto that the Purchaser shall pay and bear the proportionate costs charges and expenses for maintenance periodical repairs of the common parts and portions, areas facilities and/or amenities which the Purchaser will enjoy the same with owner and/or occupiers of the said building.

FIRST SCHEDULE(the land and premises)

ALL THAT piece and parcel of land measuring 5 (five) Cottahs 6 (six) Chittaks 42 (forty two) sqft more or less together a G plus three storied standing thereon, having building named as “PRATIMA ROYAL” being premises No. 3511, Nayabad, Kolkata-700099 and comprised in R.S Dag No- 147, under R.S Khatian No - 72, L.R. Dag no. 147, L.R. Khatian no. 2485, of Mouza - Nayabad, J.L. No -25 , Touzi No-56, Police Station - Previously Purba Jadavpur and at present Panchasayer within the limits of Kolkata Municipal Corporation, Ward No-109 , Dist - 24 - Parganas(south) and is butted and bounded by -

ON THE NORTH : 20 ft wide K.M.C. Road.
 ON THE SOUTH : PLOT NO -25,26,27.
 .ON THE EAST : R S DAG NO- 151 .
 .ON THE WEST : LAND OF BIJOY KUMAR DEY.
 .

SECOND SCHEDULE

ALL THAT one 135 (One hundred thirty five) sqft more or less, Flooring -
, on the Ground Floor, out of developer’s allocation at being KMC
 Premises No. 3511, Nayabad, Kolkata- 700099 within the limits of The Kolkata
 Municipal Corporation ward No. 109, Police Station - Previously Purba Jadavpur and at

present Panchasayer District - South 24 Parganas, the flat shown in Red colour in the plan attached hereto.

THIRD SCHEDULE ABOVE REFERRED TO

The total amount as mentioned above paid as mentioned in the memo of consideration hereto as full and final consideration for the property conveyed hereunder. **That the GST is an excluding of the total flat price.**

FOURTH SCHEDULE ABOVE REFERRED TO

(Common Area and Facilities)

- 1) proportionate undivided invisible share in the land underneath and all easement and equal easement rights and appurtenances belonging hereto in the said premises.
- 2) Foundation, beams vertical and lateral supports main walls, common walls, boundary walls, main entrances/gate of the said building.
- 3) Main gate of the said premises.
- 4) Installation common services viz. electricity water, pipes and sewerage, rain water pipes.

- 5) Meter space .
- 6) Over head tank on the roof and underground Reservoir
- 7) 24 hours water supply from overhead tank to the respective flats.
- 8) Common staircases, landings, lobbies etc.
- 9) Lighting in the common space , passages, staircase including fixtures and fittings.
- 10) Common Meter Box.
- 11) Open space surrounding the said building.
- 12) All other parts of the said building the necessary for its existences, maintenance and safety for normally in common use of the Owner of the respective flats.

FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

- a) The expenses of maintaining and repairing the main structure, main walls top floor roof and in particular the main water pipes , waste water pipes , water lines , water tanks of the building and also electric lines for common lights and pump.
- b) The cost of cleaning and lightning the passages staircase, top floor roof etc. and other parts of the building used by the buyers in common with the Owner and occupier of the other flats and spaces.

- c) Reasonable salaries of a sweeper and Darwan for the common parts.
- d) The cost of maintaining, servicing , substituting repairing and working of common lights.
- e) All expenses of common services and in connection with common areas and facilities as mentioned above.
- f) All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
- g) All other expenses and /or outgoing as are incurred by the Owner and/or service organization for the common purposes.

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands and seal on the day month and year first above written.

WITNESSES :

1)

SIGNATURE OF THE OWNER/VENDOR

2)

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY

Drafted by me as per parties instructions

(Ranjit Halder, Judges Court, Alipore, Kolkata – 700 027)

MEMO OF CONSIDERATION

RECEIVED the sum of Rs. as a full and final of
total consideration from the above mentioned purchasers as per memo
below:-

Total Rs. /-
(.....)

Witness :-

1.

2.

SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY