

DRAFT

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty _____(202___).

BETWEEN

(1).MRS. GOPA SAHA (PAN No. MSSPS8383L and Aadhar No. 3324 4752 4907), wife of Manobandra Saha, daughter of Late Gouranga Saha, by Occupation-Housewife, by faith-Hindu, by Nationality- Indian, residing at Fulljhore , Rabindra Pally, P.O.-Durgapur ABL Township, P.S.-New Township, District- Burdwan, Pin-713206, West Bengal, (2) **MR. SIBSANKAR SAHA (PAN No. BXIPS8519L and Aadhar No. 3963 6042 7219)**, son of Late Gouranga Saha, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at 23, 2No Khalisakota Pally, P.O.-Italgacha, P.S. Dum Dum, Kolkata-700079, District – North 24 Parganas, West Bengal, (3) **MR. DIPANKAR SAHA (PAN No. GRDPS3242E and Aadhar No. 2784 7219 1461)**, son of Late Gouranga Saha, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at 23, 2No Khalisakota Pally, P.O.-Italgacha, P.S. Dum Dum, Kolkata-700079, District – North 24 Parganas, West Bengal, (4) **MR. PARTHA DAS (PAN No. AGKPD9033E and Aadhar No. 9672 9420 6420)**, son of Late Birendra Nath Das, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at 18, 2No Khalisakota Pally, P.O.-Italgacha, P.S. Dum Dum, Kolkata-700079, District – North 24 Parganas, West Bengal, (5) **MR. MRITYUNJAY DAS (PAN No. ARTPD8103F and Aadhar No. 8637 0660 3137)**, son of Late Birendra Nath Das, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at 18, 2No Khalisakota Pally, P.O.-Italgacha, P.S. Dum Dum, Kolkata-700079, District – North 24 Parganas, West Bengal, (6) **MR. UDAY DAS (PAN No. ARSPD1571A and Aadhar No. 5734 4849 0451)**, son of Late Birendra Nath Das, by Occupation-Business, by faith-Hindu, by Nationality- Indian, residing at 18, 2No Khalisakota Pally, P.O.-Italgacha, P.S. Dum Dum, Kolkata-700079, District – North 24 Parganas, West Bengal, hereinafter called the **"OWNERS"** (Which expression shall mean and include unless excluded by

or repugnant to the context their heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**. The Owners duly represented by **M/S DEBANGAN REALSTATE LLP (LLP Identification NO. AAU-7045) & (Pan No. AARFD7504K)** a Limited Liability Partnership Company registered under Companies Act 2009 having its registered office at 90/1 Dr. S.P. Mukherjee Road, P.O. & P.S.-Dum Dum, Kolkata-700028 India (24 Parganas(N), represented by its authorized signatory namely Mr. Abinash Kumar son of Late Nagendra Prasad (Aadhar No. 2507 8908 5205) of 90/1 Dr. S. P. Mukherjee Road, P.O. & P.S.- Dum Dum, Kolkata-700028 India (North 24 Parganas) by virtue of Development Agreement & Power of Attorney Registered on 12.03.2021 in the office of ADSR Dum Dum Cossipore Dum Dum and Registered in Book – I, Volume Number 1506-2021, Page from 131831 to 131887, Being No. 150603023 for the year 2021 and Book – I, Volume Number 1506-2021, Page from 133517 to 133557, Being No. 150603071 for the year 2021.

AND

M/S DEBANGAN REALSTATE LLP (LLP Identification NO. AAU-7045) & (Pan No. AARFD7504K) a Limited Liability Partnership Company registered under Companies Act 2009 having its registered office at 90/1 Dr. S.P. Mukherjee Road, P.O. & P.S.-Dum Dum, Kolkata-700028 India (24 Parganas(N), represented by its authorized signatory namely Mr. Abinash Kumar son of Late Nagendra Prasad (Aadhar No. 2507 8908 5205) of 90/1 Dr. S. P. Mukherjee Road, P.O. & P.S.- Dum Dum, Kolkata-700028 India (North 24 Parganas) authorized vide resolution dated _____, hereinafter called the "**PROMOTER**" (which expression shall unless executed by or repugnant to the context by deemed to include its heirs, executed, administrators, representatives and assigns) of the **SECOND PART**.

AND

[if the Allottee is a company]

_____(CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its

registered office at _____ (PAN No. _____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No. _____, represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN No. _____) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their

respective heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

WHEREAS :

1. One Brajendra Lal Saha son of Late Bisamber Saha was absolute owner of a plot ALL THAT Land Measuring about 4 Cottaha , 11 Chittack, 06 Sq. Ft. little more or less situated at Mouza- Sultanpur, J.L. No. 10, R.S. No. 148, C.S. /R.S. Dag No. 1690, C.S. Khatian No. 515, R.S. Khatian No.-1353,1354, Plot No.-68, Block-2 by virtue of Deed of transfer from one M/S The Khalisakota Peoples Cooperative urban Multipurpose Society Ltd. Duly recorded in Book No. 1, Being No. 1465 of the Year 1953 at ADSR Cossipore Dum Dum.
2. Said Brajendra Lal Saha son of Late Bisamber Saha was absolute owner seized , possessed and enjoying the said property ALL THAT Land Measuring about 4 Cottaha , 11 Chittack, 06 Sq. Ft. little more or less situated at Mouza- Sultanpur, J.L. No. 10, R.S. No. 148, C.S. /R.S. Dag No. 1690, C.S. Khatian No. 515, R.S. Khatian No.-1353,1354, Plot No.-68, Block-2, Ward-1 of Dum Dum Municipality died intestate on dated 18.03.1993 and his wife namely Laxmi Rani Saha also died intestate on dated 05.12.1998 leaving behind three sons namely Gourangalal Saha , Manoranjan Saha and Sudhansu Ranjan Saha as only legal heirs and successors and accordingly Gourangalal Saha, Manoranjan Saha and Sudhansu Ranjan Saha becomes joint owner with 1/3rd share in accordance with Hindu Succession Act.
3. Said Gourangalal Saha , Manoranjan Saha and Sudhansu Ranjan Saha as joint owner of ALL THAT Land Measuring about 4 Cottaha , 11 Chittack, 06 Sq. Ft. little more or less amicably partitioned in three parts and accordingly Plot No-(1) ALL THAT Land Measuring about 1 Cottaha , 10 Chittack, 34 Sq. Ft. little more or less allotted to Sri Sudhansu Ranjan Saha and Plot No. (2) ALL THAT Land Measuring about 1 Cottaha , 08 Chittack, 0 Sq. Ft. little more or less allotted to Sri Manoranjan Saha Sultanpur, and Plot No. (3) ALL THAT Land Measuring about 1 Cottaha , 07 Chittack, 40 Sq. Ft. little more or less allotted to Sri Gourangalal Saha.
4. Few portion of plots are utilized for drain etc. and physically the measurement of plot of Sri Gourangalal Saha comes to 01 Cottaha 06 Chittacks 5.19 sq.ft.

5. Sri Gourangalal Saha son of Late Brajendra Lal Saha as absolute owner seized, possessed and enjoying the said property ALL THAT Land Measuring about 01 Cottaha , 07 Chittack, 40 Sq. Ft. little more or less physically 01 Cottaha , 06 Chittack, 5.19 Sq. Ft. little more or less at Mouza- Sultanpur, J.L. No. 10, R.S. No. 148, C.S. /R.S. Dag No. 1690, C.S. Khatian No. 515, R.S. Khatian No.-1353,1354, Plot No.-68, Block-2, Holding No.22, Ward-1 of Dum Dum Municipality died intestate on dated 06.03.2016 and his wife namely Minati Saha also died intestate on dated 21.02.2016 leaving behind two sons namely Sibsankar Saha and Dipankar Saha and one daughter namely Gopa Saha as only legal heirs and successors and accordingly Smt. Gopa Saha, Sibsankar Saha and Dipankar Saha becomes joint owner with 1/3rd share in accordance with Hindu Succession Act. Accordingly Smt. Gopa Saha , Sri Sibsankar Saha and Sri Dipankar Saha become joint owner with his 1/3rd share ALL THAT Land measuring about 0 Cottaha , 07 Chittack, 43.333 Sq. Ft. physically 0 Cottaha , 07 Chittack, 16.73 Sq. Ft. each and accordingly mutated the same in the assessment record of Dum Dum Municipality and paying taxes regularly.
6. One Sri Manoranjan Saha son of Late Brajendra Lal Saha as absolute owner seized, possessed and enjoying the plot no. (2) ALL THAT Land Measuring about 1 Cottaha, 08 Chittack, 0 Sq. Ft. little more or less at Mouza- Sultanpur, J.L. No. 10, R.S. No. 148, C.S. /R.S. Dag No. 1690, C.S. Khatian No. 515, R.S. Khatian No.-1353,1354, Plot No.-68, Block-2, Holding No.23, Ward-1 of Dum Dum Municipality transferred to Sri Sibsankar Saha son of Late Gourangalal Saha on dated 27.11.2002 by Deed of Conveyance duly recorded in Book No.1, Volume No. 24, Pages 60 to 69, Being No. 06767, Year 2003 at ADSR Cossipore Dum Dum.
7. The Sibsankar Saha as absolute owner of the plot no. (2) ALL THAT Land Measuring about 1 Cottaha, 08 Chittack, 0 Sq. Ft. little more or less mutated the same in the assessment record of Dum Dum Municipality.
8. few portion of plots are utilized for drain etc. and physically the measurement of plot of Sri Sibsankar Saha comes to 01 Cottaha , 06 Chittack, 9.81Sq. Ft.

9. Sri Sibsankar Saha finally becomes absolute owner of ALL THAT Land measuring about 0 Cottaha , 07 Chittack, 43.33 Sq. Ft. physically 01 Cottaha , 15 Chittack, 43.34 Sq. Ft. little more or less physically 01 Cottaha , 15 Chittack, 26.54 Sq. Ft. more or less I.E by virtue of purchase from Sri Manoranjan Saha ALL THAT Land measuring about 01 Cottaha , 08 Chittack, 0 Sq. Ft. little more or less physically 01 Cottaha , 06 Chittack, 9.81 Sq. Ft. little more or less and as legal heirs get 1/3rd share of Gouranga Saha since deceased ALL THAT Land measuring about 0 Cottaha , 07 Chittack, 43.333 Sq. Ft. physically 0 Cottaha , 07 Chittack, 16.73 Sq. Ft. little more or less.
10. Accordingly Smt. Gopa Saha herein owner no. (1a) becomes absolute owner of ALL THAT Land measuring about 0 Cottaha , 07 Chittack, 43.33 Sq. Ft. physically 0 Cottaha , 07 Chittack, 16.73 Sq. Ft. little more or less and Sibsankar Saha herein owner no. (1b) Sri Sibsankar Saha becomes absolute owner of ALL THAT Land measuring about 01 Cottaha, 15 Chittack, 43.34 Sq. Ft. little more or less physically 01 Cottaha, 15 Chittack, 26.54 Sq. Ft. little more or less and Dipankar Saha herein owner no. (1c) becomes absolute owner of ALL THAT Land measuring about 0 Cottaha, 07 Chittack, 43.33 Sq. Ft. little more or less physically 0 Cottaha, 07 Chittack, 16.73 Sq. Ft. little more or less fully described hereunder in Schedule -A1.
11. One Hari Bhusan Acharya son of Late Gopal Krishna Acharya was the absolute owner of a plot ALL THAT Land Measuring about 4 Satak equivalents to 2 Cottaha 08 Chittack little more or less situated at Mouza- Sultanpur, J.L. No. 10, R.S. No. 148, C.S. /R.S. Dag No. 1690, C.S. Khatian No. 515, R.S. Khatian No.-1353,1354, Plot No.-67, Block-2 by virtue of Deed of transfer from one M/S The Khalisakota Peoples Cooperative urban Multipurpose Society Ltd duly recorded in Book No. 1, Volume No. 21, Pages 289 to 294, Being No. 428 of 1956 at ADSR Cossipore Dum Dum.
12. Said Hari Bhusan Acharya son of Late Gopal Krishna Acharya as absolute owner seized, possessed and enjoying the said property ALL THAT Land Measuring about 4 Satak equivalents to 2 Cottaha 08 Chittack little more or less situated at Mouza- Sultanpur, J.L. No. 10, R.S. No. 148, C.S. /R.S. Dag No. 1690, C.S. Khatian No. 515, R.S. Khatian No.-1353,1354, Plot No.-67, Block-2 transferred on dated

04.12.1958 to one Sri Birendra Nath Das son of Late Nisikanta Das by virtue of Deed of Sale duly recorded in Book No. 1, Volume No. 114, Pages 100 to 102, Being No. 7918 of year 1958 at ADSR Cossipore Dum Dum.

13. Said Sri Birendra Nath Das son of Late Nishikanta Das after purchase recorded the same in the record of local panchayat now Dum Dum Municipality and allotted Holding No.18.
14. The said Sri Birendra Nath Das son of Late Nishikanta Das as absolute owner seized, possessed and enjoying the said property ALL THAT Land measuring about 4 Satake equivalent to 02 Cottaha , 08 Chittack little more or less situated at Mouza- Sultanpur, J.L. No. 10, R.S. No. 148, C.S. /R.S. Dag No. 1690, C.S. Khatian No. 515, R.S. Khatian No.-1353,1354, Plot No.-67, Block-2, Holding No.20, Ward-1 of Dum Dum Municipality died intestate on dated 18.03.1993 and his sons namely Mr. Partha Das , Mrityunjay Das and Uday Das as only legal heirs and successors who finally become the joint owner of the said property with 1/3rd share in accordance with Hindu Succession Act.
15. Now Mr. Partha Das , Mrityunjay Das and Uday Das all are sons of Late Birendra Nath Das is the owners of ALL THAT Land measuring about 4 Satake equivalent to 02 Cottaha , 08 Chittack physically 02 Cottaha , 0 Chittack, 28 Sq. Ft. little more or less situated at Mouza- Sultanpur, J.L. No. 10, R.S. No. 148, C.S. /R.S. Dag No. 1690, C.S. Khatian No. 515, R.S. Khatian No.-1353,1354, Plot No.-67, Block-2, Holding No.18, Ward-1 of Dum Dum Municipality, under local limit of ADSR Cossipore Dum Dum , know as 2 No. Khalisakota Pally , P.O-Italgacha, P.S. -Dum Dum, Kolkata-700079 within District of 24 Parganas North more fully described hereunder in Schedule -A1.
16. Accordingly Mr. Partha Das herein owner no. (2a) becomes absolute owner of ALL THAT Land measuring about 0 Cottaha , 13 Chittack, 15 Sq. Ft. physically 0 Cottaha , 10 Chittack, 39.33 Sq. Ft. little more or less and Mr. Mrityunjay Das herein owner no. (2b) becomes absolute owner of ALL THAT Land measuring about 0 Cottaha, 13 Chittack, 15 Sq. Ft. little more or less physically 0 Cottaha, 10 Chittack, 39.33 Sq. Ft. little more or less and Mr. Uday Das herein owner no. (2c) becomes absolute owner of ALL THAT Land measuring about 0 Cottaha, 13 Chittack, 15 Sq. Ft. little more or less physically 0 Cottaha, 10 Chittack, 39.33 Sq.

Ft. little more or less fully described hereunder in Schedule -A1.

17. While thus being absolutely seized and possessed of or otherwise well land sufficiently to the said schedule land as the absolute joint owners thereof the party hereto of the first part have expressed their desire to develop the said land by construction of a multistoried building(s) consisting of several flats/apartments, car parking space Theron, through any recognized Developer who have got the clear knowledge and experience about developing land and building in hand around the city of Kolkata.
18. For the grater benefits all the above named owners plan to amalgamate all the plots as described hereunder in schedule-A1, accordingly the same are amalgamated and described hereunder in schedule-A.
19. Having come to know that aforesaid intention of the Landowners/Owners herein, the party hereto of the other part i.e. the Developer/Promoter herein have also expressed desire before the owners herein to take up the task of development of the said SCHEDULE "A" Land in accordance with the sanctioned plan to be obtained from Dum Dum Municipality.
20. The owners herein had applied for mutation their names before the B.L.&L.R.O. Sodepur. It is also agreed that the developer herein shall do all the needful acts for obtaining the permission in respect of the Schedule "A" property relating to mutation, assessment etc. on the cost of owners for mutation and obtaining purcha etc. and obtains a sanction building plan in accordance with sanctioned plan for the Dum Dum Municipality.
21. said Owners herein decided to construct a building on the said land as per plan to be obtained from the Budge Budge Municipality after demolition of the existing building standing thereon and accordingly the said Owners herein entered into a registered Development Agreement Cum Power of Attorney on dated 25.09.2022 with **M/S DEBANGAN REALSTATE LLP (LLP Identification NO. AAU-7045) & Pan No. AARFD7504K)** a Limited Liability Partnership Company registered under Companies Act 2009 having its registered office at 90/1 Dr. S.P. Mukherjee Road, P.O. & P.S.-Dum Dum, Kolkata-700028 India (24 Parganas(N)), represented by its authorized signatory namely its authorized signatory namely Mr. Abinash

Kumar son of Late Nagendra Prasad (Aadhar No. 2507 8908 5205) of 90/1 Dr. S. P. Mukherjee Road, P.O. & P.S.- Dum Dum, Kolkata-700028 India (North 24 Parganas) as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the ADSR Cossipore Dum Dum , 24 Parganas (North) and recorded in Book – I, Volume Number 1506-2021, Page from 131831 to 131887, Being No. 150603023 for the year 2021.

22. Thereafter as per terms and conditions of Development Agreement and Power of Attorney the Developer herein constructed Ground plus four storied Building according to the sanctioned Plan being Plan No. PWD/Plan-G+III/104/2021-22 dated 16.08.2021 issued by the Dum Dum Municipality upon the said piece and parcel of land measuring about 4 Cottahs 12 Chattack, 43 Sq.ft. little more or less, little more or less more fully and particularly described in **FIRST SCHEDULE HEREUNDER**.
23. As per the allocation and/or allotment of Development Agreement dated 12.03.2021, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
24. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-___)**, **East** facing of the Ground plus storied Building, measuring an area of **Square Feet carpet area** of the building named "**BINA HERITAGE**" in complete and habitable condition in all manner whatsoever lying and situated at 4 Cottaha 12 Chittacks 43 Sq.Ft. Little more or less at Mouza- Sultanpur, J.L. No. 10, R.S. No- 148, C.S./R.S. Dag No.-1690, C.S. Khatian No.-515, R.S. Khatian No.-1353,1354, Plot No.-67,68 of Block No. 2, under local limit of ADSR Cossipore Dum Dum, Ward No. 1 of Dum Dum Municipality,

Municipal holding No. 18, K. K. Pally, (Khalisakota Pally) , P.O-Italgacha & P.S- Dum Dum, Kolkata- 700079, District 24 Parganas (N), West Bengal hereinafter called and referred to as the **“SAID FLAT”** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.

25. By an Agreement for Sale dated the Owners/Vendors herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT one Flat, being** Flat No., on the **Floor (Flooring- _____)**, _____ facing of the Ground plus Four storied Building measuring an area of **Square Feet carpet area** of the building in complete and habitable condition in all manner whatsoever lying and situated at 4 Cottaha 12 Chittacks 43 Sq.Ft. Little more or less at Mouza- Sultanpur, J.L. No. 10, R.S. No- 148, C.S./R.S. Dag No.-1690, C.S. Khatian No.-515, R.S. Khatian No.-1353,1354, Plot No.-67,68 of Block No. 2, under local limit of ADSR Cossipore Dum Dum, Ward No. 1 of Dum Dum Municipality, Municipal holding No. 18, K. K. Pally, (Khalisakota Pally) , P.O- Italgacha & P.S- Dum Dum, Kolkata- 700079, District 24 Parganas (N), West Bengal more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate importable share and interest in the land which is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....) only** as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits

and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owners /Vendors and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring- _____)**, facing of the Ground plus storied Building measuring an area of **Square Feet carpet area** of the building in complete and habitable condition in all manner whatsoever lying and situated at 4 Cottaha 12 Chittacks 43 Sq. Ft. Little more or less at Mouza- Sultanpur, J.L. No. 10, R.S. No- 148, C.S./R.S. Dag No.-1690, C.S. Khatian No.-515, R.S. Khatian No.-1353,1354, Plot No.-67,68 of Block No. 2, under local limit of ADSR Cossipore Dum Dum, Ward No. 1 of Dum Dum Municipality, Municipal holding No. 18, K.K. Pally, (Khalisakota Pally) , P.O-Italgacha & P.S- Dum Dum, Kolkata- 700079, District 24 Parganas (N), West Bengal more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/Vendors to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owners /Vendors herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owners /Vendors and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.

- 2.** The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owners /Vendors and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
- 3.** The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners/Vendors and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners/Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
- 4.** The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
- 5.** The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
- 6.** The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
- 7.** The PURCHASER and other co-owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
- 8.** The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners /Vendors or any other Co-owner

who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.

- 9.** The PURCHASER undivided proportionate interest in land is importable in perpetuity.
- 10.** The Owners/Vendors, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owners /Vendors or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.
- 11.** The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID PREMISES)

All That Land measuring about 4 Cottaha 12 Chittack 43 Sq. Ft. Little more or less at 4 Cottaha 12 Chittacks 43 Sq. Ft. Little more or less at Mouza- Sultanpur, J.L. No. 10, R.S. No- 148, C.S./R.S. Dag No.-1690, C.S. Khatian No.-515, R.S. Khatian No.-1353,1354, Plot No.-67,68 of Block No. 2, under local limit of ADSR Cossipore Dum Dum, Ward No. 1 of Dum Dum Municipality, Municipal holding No. 18, K. K. Pally, (Khalisakota Pally) , P.O-Italgacha & P.S- Dum Dum, Kolkata- 700079, District 24 Parganas (N),

West Bengal and the same “**BINA HERITAGE**” is Butted and Bounded as follows:

- BY NORTH : Property of Jamini Dey & Sri B.K. Mondal;
BY SOUTH : Property of Sudansu Ranjan Saha & 5' Municipal Road;
BY EAST : 12' Municipal Road Know as Khalisakota Pally;
BY WEST : Property of Amulya Ratan Ghosal;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

ALL THAT one residential **Flat, being** Flat No., on the **Floor (Flooring- _____)**, facing of the Ground plus storied Building namely “**BINA HERITAGE**” measuring an area of **Square Feet carpet area** consisting of (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at 4 Cottaha 12 Chittacks 43 Sq. Ft. Little more or less at Mouza- Sultanpur, J.L. No. 10, R.S. No- 148, C.S./R.S. Dag No.-1690, C.S. Khatian No.-515, R.S. Khatian No.-1353,1354, Plot No.-67,68 of Block No. 2, under local limit of ADSR Cossipore Dum Dum, Ward No. 1 of Dum Dum Municipality, Municipal holding No. 18, K. K. Pally, (Khalisakota Pally) , P.O-Italgacha & P.S- Dum Dum, Kolkata- 700079, District 24 Parganas (N), West Bengal.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Parts and Facilities)

1. Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
1. The salaries of all the persons employed for the said purpose.
2. All charges and deposit for suppliers of common facilities and utilities.
3. Municipality taxes, multi-storied building taxes, other outgoing saves those separately assessed on the respective Flat/unit.
4. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
5. All litigation's expenses for protecting the title of the said land and building.
6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
9. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
10. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ ₹ ____ and _____paise per sq. ft. as per occupied area monthly within 10th of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
11. Electrical expenses relating to operating water pump.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by
the **VENDORS** at Budge Budge, Kolkata
in the presence of :

1.

2.

SIGNATURE OF THE VENDORS

SIGNED SEALED AND DELIVERED by
the **DEVELOPER** at Budge Budge,
Kolkata in the presence of:

1.

2.

SIGNATURE OF THE DEVELOPER

SIGNED SEALED AND DELIVERED by
the **PURCHASER** at Kolkata in the
presence of:

1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate
M.No._____

RECEIVED from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/- (Rupees.....) only** by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

Cheque No.	Date	Bank & Branch Name	Amount
-------------------	-------------	-------------------------------	---------------

Total Rs.00,00,000/-

(Rupees.....) only

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE DEVELOPER

Identified by:

Name: _____

Son of _____,

by Faith- _____, Occupation: _____,

Residing at - _____, P.O. _____, P.S. _____.

Kolkata- _____, District: _____.