

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made in Kolkata on
this day of , Two Thousand Twenty Four
(2024) ;

BETWEEN

(1) **BIKASH KANTI DEY** (PAN- ACWPD8635Q) (Aadhaar No.9945 8002 6067) son of Late Benoy Bhusan Dey, by faith-Hindu, by occupation-Retired, by Nationality-Indian, residing at 43D, Nabalia Para Road, Purba Barisha, P.O. Purba Barisha, P.S.Haridevpur, Kolkata-700008, (2) **SUBHAS KANTI DEY** (PAN- ADTPD4885A) (Aadhaar No.5202 3584 6574) son of Late Benoy Bhusan Dey, by faith-Hindu, by occupation-Retired, by Nationality-Indian, residing at 6/71A, Bijoygarh, P.O. Jadavpur University, Kolkata-700032, in the state of West Bengal, (3) **BIMAL KANTI DEY** (PAN- CUWPD0825Q) (Aadhaar No.9770 3598 4968) son of Late Benoy Bhusan Dey, by faith-Hindu, by occupation- Retired, by Nationality-Indian, residing at 109, Kalipada Mukherjee Road, P.O. Purba Barisha, P.S.Haridevpur, Kolkata-700008, (4) **MITA DEY** (PAN- DEXPD7419N) (Aadhaar No. 7977 2515 2506) wife of Late Bipul Kanti Dey, by faith-Hindu, by occupation- House-Hold-Works, by Nationality – Indian, and (5) **KOUSTAV DEY** (PAN-EYLPD1372R) (Aadhaar No .3417 7694 79440) , by faith- Hindu, by occupation- Business, by Nationality-Indian, both 4 & 5 residing at 109, Kalipada Mukherjee Road, P.O. Purba Barisha, P.S. Haridevpur, Kolkata-700008, in the State of West Bengal, hereinafter jointly and collectively called and referred to as “**THE FIRST PARTY/LAND OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of “**the FIRST PART**” : REPRESENTED by her legal constituted attorney of **M/S. RR DEVELOPERS** (PAN – ABCFR6072L), a Partnership Firm, having its office at Previous- 643, Motilal Gupta Road, & Present

office- 676, Motilal Gupta Road Post Office & Police Station – Haridevpur, Kolkata 700082, District : South 24-Parganas, in the State of West Bengal, REPRESENTED by its partners namely (1) **MR. RAJU SHAW** (PAN DMQPS5756G) (Aadhaar No. 5895 5336 7609) son of Mr. Ashok Shaw, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 643, Motilal Gupta Road, Pramod Nagar, Kolkata 700082, and (2) **SRI. RAJU SHAW** (PAN AYBPS5973R) (Aadhaar No. 2798 2066 9560) son of Ramtirath Shaw, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 249A, Motilal Gupta Road, Kolkata 700082,, by way of registered Development Power of Attorney, duly registered at D.S.R-II, Alipore, recorded in Book No. I, Volume No. 1602-2022, Pages from 163865 to 163898, Being No. 160203619, for the year 2022, in respect of the First Schedule property, to look after, manage, control and supervise in all respect including sale power and the said Power is steel enforce and effective.

A N D

Name _____ (PAN- _____) (Aadhaar No.- _____) Son of _____, by faith - Hindu, by occupation – _____, by Nationality – Indian, residing at _____, Post Office- _____, Police Station – _____, Dist – _____, West Bengal Kolkata – _____, hereinafter 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 legal heirs,

successors, legal representatives, executors, administrators and/or assigns) of the **SECOND PART**.

AND

M/S. RR DEVELOPERS (PAN – ABCFR6072L), a Partnership Firm, having its office at Previous- 643, Motilal Gupta Road, & Present office- 676, Motilal Gupta Road Post Office & Police Station – Haridevpur, Kolkata 700082, District : South 24-Parganas, in the State of West Bengal, REPRESENTED by its partners namely (1) **MR. RAJU SHAW** (PAN DMQPS5756G) (Aadhaar No. 5895 5336 7609) son of Mr. Ashok Shaw, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 643, Motilal Gupta Road, Pramod Nagar, Kolkata 700082, District : South 24-Parganas, in the state of West Bengal and (2) **SRI. RAJU SHAW** (PAN AYBPS5973R) (Aadhaar No. 2798 2066 9560) son of Ramtirath Shaw, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 249A, Motilal Gupta Road, Pramod Nagar, Kolkata 700082, District : South 24-Parganas, in the state of West Bengal, hereinafter called and referred to as the **“SECOND PARTY/ DEVELOPER”** (which terms and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successors-in-office, executors, successors, administrators and assigns) of **“the THIRD PART”**

WHEREAS by way of purchase from the then owner Snehalata De by a Deed of Conveyance dated 7th day of July, 1971, one Roma

Das wife of Santosh Kumar Das of 26, Ritchie Road, Ballygunge, Calcutta became the sole and absolute owner, seized and possessed of and otherwise well and sufficiently entitled to landed property lying and situated at Premises No.109, Kalipada Mukherji Road, Calcutta , in Mouza- Sarkelat, Pargana- Magura, J.. No.14, R.S. No. 183, Touzi No.411, comprised in Dag No.388 and 389 , appertaining to Khatian No. 263 under Khatian No.262 ,under Khatian No.85, within the ambit of South Suburban Municipality, within P.S. Behala, in the District of 24-Parganas.

AND WHEREAS *by way of said purchase while thus the said Roma Das was absolutely possessing ,occupying and enjoying the aforesaid property, she by way of a Deed of Conveyance dated 22nd November, 1968 sold, transferred and conveyed the Western Half portion of the said property to others and thereby she had retained the remaining Eastern half portion of her purchased property, i.e. **ALL THAT** piece and parcel of Bastu land measuring more or less 2(two) Cottahs 7(seven) Chittaks together with brick built walls R.T. Shed structures standing thereon, lying and situated at Premises No.109, Kalipada Mukherji Road, Calcutta , in Mouza- Sarkelat, Pargana- Magura, J.. No.14, R.S. No. 183, Touzi No.411, comprised in Dag No.388 and 389 , appertaining to Khatian No. 263 under Khatian No.262 ,under Khatian No.85, within the ambit of South Suburban Municipality, within P.S. Behala, in the District of 24-Parganas.*

AND WHEREAS *thereafter by virtue of an Deed of Trust dated 20th day of January, 1969 , duly registered in the Office of the Joint Sub-*

Registrar of Alipore at Behala, and recorded in Book No.1, Volume No.3, Pages 256 to 262, Being No.351 for the year 1969, the said Roma Das , therein mentioned as the Settlor , unto and in favour of (1) Sm. Snehalata De @ Smt. Suchalata Dey widow of Kalidhon De and (2) Benoy Bhusan De son of Late Kalidhon De , therein mentioned as the Trustees in respect of said Bastu land, measuring more or less 2(two) Cottahs 7(seven) Chittaks together with brick built walls R.T. Shed structures standing thereon, lying and situated at Premises No.109, Kalipada Mukherji Road, Calcutta , in Mouza- Sarkelat, Pargana- Magura, J.. No.14, R.S. No. 183, Touzi No.411, comprised in Dag No.388 and 389 , appertaining to Khatian No. 263 under Khatian No.262 ,under Khatian No.85, within the ambit of South Suburban Municipality, within P.S. Behala, in the District of 24-Parganas.

AND WHEREAS *subsequently the said Roma Das died intestate long before leaving the said Deed of Trust and as per said Deed of Trust it is averred that after demise of the Settlor Roma Das, the said Trust property shall exclusively be devolved upon the said Smt. Snehalata De @ Smt. Suchalata Dey and after her death the said Trust thereby created shall be extinguished and the said entire property shall be devolved upon the sons and daughters of the said Benoy Bhusan De.*

AND WHEREAS *after the demise of said Roma Das , while thus the said Smt. Snehalata De @ Smt. Suchalata Dey was absolutely possessing , occupying and enjoying the said property, she got the same mutated and/or recorded in the Assessment Register of the*

Kolkata Municipal Corporation, the same also became known and numbered as K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008, (mailing address -109, Kalipada Mukherjee Road, Kolkata-700008) Assessee No. 411231101553 , within the limits of the Kolkata Municipal Corporation , Ward No.123 and enjoying the same peacefully by paying rates and taxes to the K.M.C. regularly.

AND WHEREAS *subsequently the said Smt. Snehalata De @ Smt. Suchalata Dey died intestate on 23.12.1994 and thereafter the said Benoy Bhusan De died intestate on 03.12.2006 leaving behind surviving his four sons, namely, (1) Bikash Kanti Dey, (2) Subhas Kanti Dey , (3) Bimal Kanti Dey , (4) Bipul Kanti Dey, and one daughter Kabita Rani Dey and after marriage known as Kabita Ray Chaudhuri as his only legal heirs and successors.*

AND WHEREAS *in the manner aforesaid, the said (1) Bikash Kanti Dey, (2) Subhas Kanti Dey , (3) Bimal Kanti Dey , (4) Bipul Kanti Dey, and (5) Kabita Ray Chaudhuri thus became the joint owners in respect of aforesaid Bastu land, measuring more or less 2(two) Cottahs 7(seven) Chittaks together with brick built walls R.T. Shed structures standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J.L. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 , appertaining to Khatian No. 263 under Khatian No.262 ,under Khatian No.85, known and numbered as K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008, (mailing address -109, Kalipada Mukherjee Road, Kolkata-700008) Assessee No. 411231101553, within the limits of the Kolkata Municipal*

Corporation , Ward No.123 A.D.S.R. Behala, District: 24-Parganas (South) each having undivided 1/5th share thereto , i.e. each of them became the owner of land measuring more or less 7(seven) Chittaks 36 (thirty six) Sq.ft.

AND WHEREAS thereafter the said Bipul Kanti Dey died intestate on 25.12.2008 , leaving behind surviving his wife Mita Dey and only son Sri Koustav Dey as his only heirs, successors and legal representatives , who by virtue of inheritance have thus become the joint owners of the undivided 1/5th share thereto of the aforesaid joint property , i.e. both have become the joint owners of Bastu land measuring more or less 7(seven) Chittaks 36 (thirty six) Sq.ft. out of the total Bastu land, measuring more or less 2(two) Cottahs 7(seven) Chittaks and they got their names mutated and/or recorded in respect of their 1/5th share in the Hal L.R. Settlement Record and Records of Right in L.R. Khatian Nos. 2180 & 2181 respectively, in L.R. Dag No. 388/684, **AND** similarly Bikash Kanti Dey got his name mutated and/or recorded in respect of his 1/5th in the Hal L.R. Settlement Record and Records of Right in L.R. Khatian Nos. 2178, in L.R. Dag No. 388/684, **AND** similarly Subhas Kanti Dey got his name mutated and/or recorded in respect of his 1/5th share in the Hal L.R. Settlement Record and Records of Right in L.R. Khatian Nos. 2176, in L.R. Dag No. 388/684, **AND** similarly Bimal Kanti Dey got his name mutated and/or recorded in respect of his 1/5th share in the Hal L.R. Settlement Record and Records of Right in L.R. Khatian Nos. 2177, in L.R. Dag No. 388/684, **AND** accordingly the said Kabita Ray Chaudhuri got her

name recorded in the Hal L.R. Settlement Record and Records of Right in L.R. Khatian No.2179 , in L.R. Dag No. 388/684 in respect of an area of land, measuring more or less 7 (Seven) Chittaks 36 (thirty six) Sq.ft. in her 1/5th share.

AND WHEREAS thereafter by virtue of a Deed of Gift, duly registered on 10.12.2021 in the office of the D.S.R.-II, South 24-Parganas at Alipore and recorded in Book No.1, Volume No. 1602-2021, Page from 485234 to 485259 , Being No-160211367 for the year 2021, the said Kabita Ray Choudhuri, therein mentioned as the **Donor**, gifted, granted conveyed, transferred, assigned and assured **ALL THAT** piece and parcel of undivided 1/5th share of Bastu land, measuring more or less 7 (Seven) Chittaks 36 (thirty six) Sq.ft. out of total Bastu land measuring more or less 2(two) Cottahs 7(seven) Chittaks, together with 100 Sq.ft. brick built walls R.T. Shed structures standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J.L. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684 , appertaining to Khatian No. 263 under Khatian No.262 ,under Khatian No.85, corresponding to L.R. Khatian No. 2179, being portion of K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008, (mailing address -109, Kalipada Mukherjee Road, Kolkata-700008) Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 A.D.S.R. Behala, District: 24-Parganas (South) unto and in favour of her three full blooded brothers namely, (1) Sri Bikash Kanti Dey, (2)

Subhas Kanti Dey and (3) Sri Bimal Kanti Dey , therein mentioned as the **Donees**.

AND WHEREAS by virtue of inheritance and by way said gift the aforesaid owners Nos. 1,2,& 3, namely, 1) Sri Bikash Kanti Dey, (2) Subhas Kanti Dey and (3) Sri Bimal Kanti Dey , thus have become the joint owners , seized and possessed of and otherwise well and sufficiently entitled to, in their share, the undivided area of Bastu land measuring more or less 1(one) cottah 15 (fifteen) Chittaks 9 (Nine) Sqft. Out of total Bastu land measuring more or less 2 Cottahs 7 Chittaks **AND** the Owners No. 4 & 5 , namely, Mita Dey and Koustav Dey, thus have become joint owners of undivided Bastu land measuring more or less 7 (Seven) Chittaks 36 (thirty six) Sq .ft. Out of total Bastu land measuring more or less 2 Cottahs 7 Chittaks, lying and situated at K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008, (mailing address -109, Kalipada Mukherjee Road, Kolkata-700008) Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 .

AND WHEREAS thereafter by Deed of Declaration, duly registered on 15.11.2022 in the office of the D.S.R.-II, South 24-Parganas at Alipore and recorded in Book No.1, Volume No. 1602-2022, Page from 459538 to459556 , Being No-160212508 for the year 2022,

AND WHEREAS in the manner aforesaid, the said (1) Bikash Kanti Dey, (2) Subhas Kanti Dey , (3) Bimal Kanti Dey, (4) Mita Dey and (5) Sri Koustav Dey (the **LAND OWNERS/FIRST PARTY** herein), thus have become the joint owners, seized and possessed of and otherwise

well and sufficiently entitled to **ALL THAT** piece and parcel of total Bastu land, measuring more or less **2(two) Cottahs 7(seven) Chittaks**, together with brick built walls R.T. Shed structures standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J.. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684 , appertaining to R.S. Khatian No. 263 under Khatian No.262 ,under Khatian No.85, corresponding to L.R. Khatian No. 2178, 2176, 2177, 2179,2180 & 2181, being K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008, (mailing address -109, Kalipada Mukherjee Road, Kolkata-700008), Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 A.D.S.R. Behala, District: 24-Parganas (South), together with all user and easement rights on connecting paths and passages and all other rights, benefits, privileges and facilities etc. attached therein and thereto, as more fully and particularly described in the **Schedule "A"** hereunder written and enjoying the same peacefully and uninterruptedly by paying Govt. Revenues, rent, rates and taxes to the K.M.C. regularly, free from all encumbrances.

AND WHEREAS the Landowners herein desire to construct a new multi storied building, on the said property, after demolishing the existing and standing structures thereon, using the services of an efficient developer, who has sufficient resources and expertise to complete the assignment of preparing a Construction Plan and obtaining

requisite sanction thereof or and completing the construction in reasonable time and have the construction project commercially viable.

AND WHEREAS *the Developer is involved inter alia in the business of developing housing and commercial building project and is interested in developing the said Land.*

AND WHEREAS *said Landowner appointed a Developer, having knowledge of it approached the said Land Owner offered to construct a Multi Storied Building on the said landed property as mentioned above in the consideration and on the terms and conditions hereunder appearing and the Owner being satisfied with the said offer and accepted the same.*

AND WHEREAS *by a Development Agreement dated 17/03/2022 duly registered at D.S.R-II, Alipore, recorded in Book No. I, Volume No. 1602-2022, Pages from 164147 to 164204, Being No. 160203600, for the year 2022, and Development Power of Attorney dated 17/03/2022 duly registered at D.S.R-II, Alipore, recorded in Book No. I, Volume No. 1602-2022, Pages from 163865 to 163898, Being No. 160203619, for the year 2022, and Supplementary Agreement dated 15/09/2022 duly registered at D.S.R-II, Alipore, recorded in Book No. I, Volume No. 1602-2022, Pages from 459513 to 459537, Being No. 160212509, for the year 2022, and another Supplementary Agreement dated 18/05/2023 duly registered at*

*D.S.R-II, Alipore, recorded in Book No. I, Volume No. 1602-2023, Pages from 231910 to 231933, Being No. 160206867, for the year 2023, in between the Developer herein and the said (1) Bikash Kanti Dey, (2) Subhas Kanti Dey, (3) Bimal Kanti Dey, (4) Mita Dey and (5) Sri Koustav Dey the Land Owners herein for the purpose of developing the said Plot of Land. In the above mentioned Development Agreement the **Owner's allocation** was determined as (i) **One self contained residential Flat measuring 420 Sq.ft. Built Up area on the First Floor, Back side** (ii) **One self contained residential Flat, measuring 420 Sq.ft. Built Up area on the Second Floor, Back side** and (iii) **One self contained residential Flat, measuring 420 Sq.ft. Built Up area on the Third Floor, Back side** of the proposed multi-storied Building and **DEVELOPER'S ALLOCATION :- Shall mean the remaining portion (i.e. except Owner's Allocation mentioned above out of the total constructed area of the building project having the flat/flats, common area (hereinafter referred to as the 'said Property')**. The Building that was decided to be constructed thereon is to be a Multi-storied and be named as **'OMKARA - 7'** (hereinafter referred to as the said Building) in terms of the sanctioned plan of Kolkata Municipal Corporation (KMC) which was approved/sanctioned on **18/04/2023 and bearing no. 2023160025.***

AND WHEREAS in pursuance to the aforesaid premises the Developer/Confirming Party has become entitled to construct the said Building at the said Land comprising of multi storied Building' consisting of residential apartments/units and the said Building is to comprise of various self contained Apartment/Units, units, apartments, constructed spaces which are to be held and/or enjoyed by various persons/purchasers on Ownership basis for residential purposes.

AND WHEREAS the Purchasers herein on the representations made by the Land Owners/Vendors and Developer/Confirming Party and upon taking inspection of all relevant documents including plan or map approached the Developer for purchasing a self-contained Apartment/Unit, admeasuring about **627 Square Feet** of Carpet area, on the **North- East-West portion** of the **first Floor** of the said building being designated as **Flat No. 1B** of the said multi storied building TOGETHER WITH proportionate share of land measuring **2 (two) Cottahs 7(seven) Chittaks**, more or less with multi-storied building standing standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684 , appertaining to R.S. Khatian No. 263 under Khatian No.262 ,under Khatian No.85, corresponding to L.R. Khatian No. 2178, 2176, 2177, 2179,2180 & 2181, being K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 within hereinafter referred to as the said 'Apartment/Unit' which is more particularly described in the second Schedule hereunder written at/or for a total consideration of **Rs.33,35,000/- (Rupees thirty**

three lakh thirty five thousand Only) subject to the terms and conditions hereinafter appearing.

AND WHEREAS upon discussion and negotiation by and between the parties herein and relying upon the aforesaid representation of the Vendors, the Purchasers have agreed to purchase and the Vendors, Developer have agreed to sell the said Flat out of Developer's Allocation whatsoever and howsoever at or for a total consideration of **Rs.33,35,000/- (Rupees thirty three lakh thirty five thousand Only)** free from all encumbrances.

AND WHEREAS the Vendors and Developer have entered into negotiation with the Purchasers for sale of the said property and during the pre-agreement/negotiation stage the Vendors has represented to the Purchasers herein.

AND WHEREAS the Purchasers herein on the representations made by the Land Owners/Vendors and Developer and upon taking inspection of all relevant documents including plan or map approached the Developer for purchasing a self-contained Apartment/Unit, admeasuring about **627 Square Feet** of Carpet area, on the **North- East -West portion** of the **first Floor** of the said building being designated as **Flat No. 1B** of the said multi storied building. for a total consideration of **Rs.33,35,000/- (Rupees thirty three lakh thirty five thousand Only)** .

AND WHEREAS till today the Purchasers herein have already been paid the entire consideration amount to the Developer herein and offered to execute of these presents to the Vendors herein and the Developer herein in respect of "the said Flat".

AND WHEREAS in pursuance of the aforesaid and in the course of development of the said property, the Developer has constructed thereon the said building in accordance with the above recited building plan, designs and specifications sanctioned by the K.M.C. and which plan has been seen and approved by the Purchasers and the Developer is in the process of constructing the building and infrastructural facilities in accordance with Sanctioned Plan.

AND WHEREAS it has been agreed and understood by the parties herein that the Super Built up area of an apartment shall mean and include the built up area of any Apartment and the proportionate share of the common areas, facilities comprised within the said building in which the apartment is situated and the other common areas and facilities comprised in the said property.

AND WHEREAS the Purchasers have inspected the relevant documents and is fully satisfied with the title of the Land Owners/Vendors and the entitlement of the Developer to or in respect of the said Property, sanctioned plans, the powers and authorities of the Land Owners/Vendors/Developer to sell the apartments in the said Building constructed thereon, the plans and specification of the construction, common areas, facilities and amenities to be provided along with the apartment booked by the Purchasers.

AND WHEREAS the Land Owners/Vendors/Developer has represented to the Purchasers that the said Flat proposed to be purchased by the Purchasers are complete in all respects and the Purchasers have inspected and confirmed the same.

AND WHEREAS the Purchasers have requested the Vendors/ Developer to execute and register this Indenture of Conveyance in favour of the Purchasers and to deliver vacant and peaceful possession of the said Flat and at the request of the Purchaser, the Vendors and the Developer has agreed to execute this Indenture of Conveyance in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that:-

- I. In consideration of the sum of **Rs.33,35,000/- (Rupees thirty three lakh thirty five thousand Only)** as per registered agreement for sale dated _____, for **ALL THAT** piece and parcel of one self-contained Apartment/Unit, admeasuring about **627 Square Feet** of Carpet area, on the **North- East-West portion** of the **First Floor** of the said building being designated as **Flat No.1** of the said multi storied building TOGETHER WITH proportionate share of land measuring **2 (two) Cottahs 7(seven) Chittaks**, more or less with multi-storied building standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J.. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684 , appertaining to R.S. Khatian No. 263 under Khatian No.262 ,under Khatian No.85, corresponding to L.R. Khatian No. 2178, 2176, 2177, 2179,2180 & 2181, being K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123, paid by the Purchasers to the Developer and/or the Land Owners through the Developer by way of consideration money on or before the execution of these presents the receipt whereof the Developer and/or the Land Owners do hereby as well as

by the Receipt and Memo hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof do hereby acquit, release and discharge the Purchasers and the said **Flat No.1B** the Land Owners/ Vendors/ Developer do hereby grant, transfer, sell, convey, assign and assure and confirm to and unto the Purchasers **ALL THAT** piece and parcel of one self-contained Apartment/Unit, admeasuring about **627 Square Feet** of super built-up area, on the **North- East- West portion** of the **First Floor** of the said building being designated as **Flat No.1B** of the said multi storied building TOGETHER WITH proportionate share of land measuring **2 (two) Cottahs 7(seven) Chittaks, 2 (two) Cottahs 7(seven) Chittaks**, Square Feet more or less with multi storied building standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J.. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684 , appertaining to R.S. Khatian No. 263 under Khatian No.262 ,under Khatian No.85, corresponding to L.R. Khatian No. 2178, 2176, 2177, 2179,2180 & 2181, being K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J.. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684 , appertaining to R.S. Khatian No. 263 under Khatian No.262 ,under Khatian No.85, corresponding to L.R. Khatian No. 2178, 2176, 2177, 2179,2180 & 2181, being K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123, **more fully and particularly**

described in the Second Schedule hereunder written and as delineated on the plan thereof hereto annexed and marked as **Annexure - "A" ("Plan) TOGETHER WITH** undivided proportionate share or interest in the land underneath the said Building together with undivided proportionate share or interest in the common areas, facilities and amenities of the said property more fully described in **the Third Schedule** hereunder written and thereon together with the right of ingress and egress in common with the Owners/ occupiers/ residents of the said Building and also all rights of use of the passage in common and the common use of amenities such as electric, telephone, water, sewerage line underneath the said Building and/or comprised in the said property for the beneficial use and enjoyment of the said Apartment together with all easement or quasi-easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said Apartment subject to the terms, conditions and provisions contained herein but otherwise free from all encumbrances, charges, liens, lispendens, trust, execution and attachment/ acquisition/ requisition proceedings and all other liabilities whatsoever (the said Apartment/Flat) and all other rights and properties hereby sold and transferred and/or expressed or intended to be sold and transferred are hereinafter collectively referred to as **"the said Premises" AND** the reversion or reversions and remainder or remainders and the rent, issues and profits thereof **AND** all the estate, right, title, claim, interest and demand whatsoever both at law and in equity of the Vendors/Developer and/or the Land Owners in the said Premises or any part or parcel thereof **TO HAVE AND TO**

HOLD the said Premises hereby sold, transferred and conveyed to and unto the use of the Purchasers absolutely and forever **AND SUBJECT TO** the observance of the terms, conditions and covenants and the stipulation and obligations to be observed by the Purchasers as mentioned herein and **SUBJECT TO** the Purchaser's paying and discharging all the rates, taxes and impositions in respect of the said Premises wholly and all the common expenses proportionately as are mentioned herein and all rents, taxes, assessment, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof in connection with the said Premises wholly and the said Property proportionately and subject to the condition that the said Apartment will be used only for residential purpose and no other **AND ALSO SUBJECT** to the Vendors/Developer's right to complete construction of remaining portion of the said Building/Property, infrastructure and other facilities.

II. THE VENDORS/ DEVELOPER HEREBY COVENANTS WITH THE PURCHASERS AS FOLLOWS:-

- (a) That notwithstanding any act, deed or thing by the Vendors/ Developer and/or Land Owners executed or knowingly suffered to the contrary, that the interest which the Vendors do hereby profess to transfer and that the Vendors/Developer and/or Land Owners has/have full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Purchasers the said premises and all other rights attached thereto.

- (b) *It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and to hold and enjoy the said Premises and/or every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendors/Developer and/or Land Owners or any person or persons claiming through, under or in trust for it/them.*
- (c) *The said premises and all other properties and rights hereby transferred are freed from all encumbrances, attachments, liens, lispendens whatsoever and freely, clearly and absolutely and forever released and discharged or otherwise by the Vendors/Developer and/or Land Owners and well and sufficiently saved kept harmless and indemnified from and against all claims, demands charge and encumbrances whatsoever and have made or suffered by the Vendors/Developer and/or Land Owners and/or any person or persons lawfully and equitably claiming, as aforesaid.*
- (d) *The Vendors/Developer and/or Land Owners shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers make, do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds and things whatsoever for further better or more perfectly and absolutely assuring the said Premises together with the rights hereby granted unto the Purchasers and in the manner aforesaid.*
- (e) *The Vendors/Developer and/or Land Owners upon formation of an Association or Society of the apartment*

Owners whether incorporated or not, as the case may be shall handover the original title deeds, plans and other documents in relation to the said Property and the said Association/Society shall keep the same safe, un-obliterated and un-cancelled and at all-time upon reasonable request of the Vendors/Developer and/or Land Owners produce or caused to be produced it/them or its/their advocate or before any court or authority for inspection or otherwise as occasion shall require in connection with the said Apartment and the said Building/Property.

- (f) The Association/Society will have all powers and authorities, rights and obligation to represent as the final and absolute authority for management of the common areas, facilities and amenities of the said Building/Property and services relating thereto in the common interest of the Apartment's Owners.*
- (g) The duties and responsibilities of the Association will be to facilitate administration, management, upkeep, maintenance, up gradation and improvement of the common areas, facilities and amenities of the entire Said Building and services relating thereto.*
- (h) The Vendors/Developer and/or Land Owners hereby deliver vacant, peaceful, satisfactory and acceptable possession of the said Apartment and appurtenances to the Purchaser, which the Purchasers hereby admits, acknowledges and accepts.*

III. THE PURCHASERS HEREBY COVENANTS AND AGREES WITH THE VENDORS/DEVELOPER as follows:-

- (a) *The Purchasers shall have proportionate undivided right over the common areas, facilities and amenities of the said Building and common areas, utilities, facilities and amenities of the entire Property.*
- (b) *The Purchasers for himself/herself/itself and his/her heirs, executors, administrators and assigns doth hereby covenant with the Vendors/Developer and/or Land Owners and/or other co-Owners of the other apartments in the said Building that (i) the Purchasers shall observe, perform and fulfill the covenants, stipulations and obligations required to be performed by the Purchasers as mentioned herein (ii) the Purchasers shall abide by the bye-laws/rules/ regulations as may be applicable to the said Building/Property from time to time and pay all taxes, duties, maintenance charges, electricity charges for common areas and all other outgoings in respect of the said premises wholly and in respect of the common areas and facilities of the said Property proportionately and all other expenses incidental to the management of the said Property. Such payment shall be made by the Purchasers within Seven days of raising of bill(s) by the Vendors/Maintenance Company/Association/Society (iii) the Purchasers shall use the said Apartment for residential purpose only and for no other purpose and (iv) the Purchasers shall not do any work which would jeopardise the soundness or safety of the said Property, reduce the value thereof or impair any easement nor shall the Purchasers add any material structure or excavate any additional basement or cellar without, in every such case,*

the approval of the Vendors/ Maintenance Company/ Association.

- (c) The Purchasers shall not interfere with or obstruct or cause any sort of obstruction on the construction of the remaining portions of the Building, parking spaces and roads, passages and other infrastructural facilities within the said Property, if any.*
- (d) Till completion of project the Purchasers shall not interfere with or obstruct or cause any sort of obstruction on usage right of the passages by the Vendors/Developer and/or Land Owners, its labour, representatives/contactors with or without vehicles for transportation of raw material to the construction site for completion of the remaining portion which are under construction.*
- (e) The Purchasers shall not do or cause to be done any act or thing nor shall omit to do any act, deed or thing whereby the rights of the Vendors/Developer and/or Land Owners and/or the Purchasers of other premises in the said Building is prejudiced and affected in any manner whatsoever.*
- (f) The Purchasers hereby agrees and undertakes to the Vendors/ Developer and/or Land Owners that the Purchasers shall bear and pay proportionately all common expenses payable by the Purchasers as may be determined and fixed by the Vendors or the Maintenance Company or the Association, as the case may be.*

- (g) *The Purchasers hereby agrees and undertakes to the Vendors/ Developer and/or Land Owners that the Purchasers shall not keep any kind of pets within the premises.*
- (h) *The Purchasers hereby agrees and undertakes to the Vendors/ Developer and/or Land Owners that the Purchasers shall not use the internal side of the parapet wall for fixing any kind of electrical / electronics gadgets or any other electrical out door units like antenna, A.C. out door unit etc. But may use the external side of the parapet wall for the said requirements.*
- (i) *Vendors/Developer and/or Land Owners shall bear all municipal taxes, rates, levies, surcharges and out goings of or on the said premises and appurtenances relating to the period till deemed date of possession or registration of the Indenture of Sale in favour of the Purchasers whichever is the earlier and all municipal taxes, rates, levies, surcharges and out goings of or on the said premises and appurtenances after deemed date of possession or registration of the Indenture of Sale in favour of the Purchasers shall be borne by the Purchasers. Deemed date of possession shall mean 21 days after issuance of “notice of possession/call for possession” for taking over of possession of his / her / its apartment in person or through agent or attorney irrespective of actual possession of the apartment has been taken or not.*
- (j) *So long as each Apartment is not separately assessed for municipal taxes, rates, levies, surcharges and out goings,*

the Purchasers shall pay his/her/its proportionate taxes, rates, levies, surcharges and out goings as determined by the Vendors.

- (k) The Purchasers shall not make any claim for damage against the Vendors on any account whatsoever, including the facts mentioned below –*
- (l) The Purchasers are not being allowed any parking facility in any area of the said property;*
- (ii) The Purchasers will have to bear the inconvenience, noise, etc. if caused when the Vendors/Developer undertakes remaining construction work on the said Building;*
- (iii) The Vendors/Developer intends to and may retain for themselves and may not sell to others and may let/lease out or give on leave and license basis, some or even a substantial number of apartments in the said Building.*
- (iv) The Purchasers shall have exclusive Ownership in the said Apartment and undivided share or interest in common terraces, staircase and other space of the said Building. All the other spaces, car-parking spaces, floors (including refuge floors), facilities and areas in the said Building/Property (which are not common) belong exclusively to the Vendors/Developer and the Purchasers shall have no right or title to the same.*
- (m) The Purchasers shall use the said Apartment and every part thereof only for the purpose of residence and shall not permit*

the same to be used for the purpose of office showroom/ shop/ godown or for carrying on any industry or business.

- (n) The Purchasers shall be bound by rules, regulations, mandates, laws and bye laws devised and promulgated in the common interest of the apartment Owners relating to maintenance of the common areas, facilities and amenities of the said Property and services relating thereto.*
 - (o) The Purchasers shall be bound by rules, regulations, mandates, laws and bye-laws devised and promulgated relating to use of facilities, amenities and charges therefore.*
 - (p) The Purchasers shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the mutual interests of the Vendors and of the other purchasers/ occupants of the other apartments in the Building. The Vendors have the absolute authority and control as regards to all the unsold apartments and other apartments and car / two wheeler parking spaces in the said Building and the disposal/ transfer the right to use thereof.*
- IV. Upon completion of construction of the entire Building, the Parties hereto agree that the Vendors as Owners of the said property will submit the said premises and said property and the unsold apartments (if any) together with the Purchasers as Owners of the said Premises and Purchasers of the other apartments and user of Open car parking spaces to the provisions of the West Bengal Apartment*

*Ownership Act, 1972 (“**the Act**”) as amended from time to time and will execute and register such declaration and instruments as shall be required to be filed with the competent authority and the Purchasers agree to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, and extend all co-operation to the Vendors as may be necessary for the purposes of submitting the said property/said Premises to the provisions of the Act.*

The recitals, annexures and schedules form part of this Indenture and shall have the same force and effect as if expressly set out in the body of this Indenture, and any reference to this Indenture shall include any recitals, annexures and schedules to it.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT *piece and parcel of land admeasuring an area of land measuring **2 (two) Cottahs 7(seven) Chittaks**, Square Feet more or less with multi storied building standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684 , appertaining to R.S. Khatian No. 263 under Khatian No.262 ,under Khatian No.85, corresponding to L.R. Khatian No. 2178, 2176, 2177, 2179,2180 & 2181, being K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 Which is butted and bounded as follows :- Zone -.*

ON THE NORTH BY : 10' feet wide KMC Road (approach road)

ON THE SOUTH BY : Land of Sri Bijoy Pal,

ON THE EAST BY : Part of Dag No. 398

ON THE WEST BY : Part of Dag No. 398.

SECOND SCHEDULE

(The said Apartment/Unit)

ALL THAT piece and parcel of one self-contained residential Flat/Unit, admeasuring about **627 Square Feet** of super built-up area consisting of two bedroom, one dinning with kitchen, one toilet and one balcony having **Tiles Flooring** on the **North-East-West portion** of the **Ground Floor** of the said building being designated as **Flat No.1B** of the said multi-storied building (without lift facility) known as **“OMKARA- 7”** TOGETHER WITH proportionate share of land measuring **2 (two) Cottahs 7(seven) Chittaks**, Square Feet more or less with multi storied building standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J.. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684 , appertaining to R.S. Khatian No. 263 under Khatian No.262 ,under Khatian No.85, corresponding to L.R. Khatian No. 2178, 2176, 2177, 2179,2180 & 2181, being K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 ALONG WITH right of common user of common spaces, paths and passages, stairs and landings, underground water reservoir, service areas overhead water tank, drain and sewers, water pipe lines for lifting water from the underground water reservoir to the overhead water tank and distribution of water to different Apartment/Units through such water pipe lines, electrical wiring and electrical equipments in common areas, electric motor and water pump etc. **TOGETHER WITH** the right of ingress and egress to and from the said Apartment/Unit by user of common areas of the said Building. The said flat hereby delineated in border **RED** in the **MAP** or PLAN

annexed herewith to be treated as a part of this Deed.

THIRD SCHEDULE

(Common expenses to be borne by Purchasers)

1. *The cost of maintaining, repairing, redecorating etc. of the main structure and in particular the roof, gutter and rain water pipes and electric wires in and under or upon the said Building and enjoyed or used by them in common and the boundary walls of the building compound etc.*
2. *The cost cleaning and lighting the passage, landing, stair cases and other parts of the said Building as enjoyed or used by the flat Owners in common as aforesaid.*
3. *That the cost of decorating the exterior of the said Building.*
4. *That the cost of salaries of the chowkidars, sweepers, caretakers, electrician and other maintenance staffs.*
5. *The K.M.C. and other taxes and outgoings for common areas.*
6. *Insurance of building for earth quake, fire, mob, damage and civil commotion etc.*
7. *Cost of maintaining of pump/motor etc.*
8. *Such other expenses as are deemed necessary by the Developer and/or Association of the Apartment/Unit Owners or such expenses which are incidental for the maintenance and upkeep of the said building and incidental to the Ownership and holding of the said land, building and the said Apartment/Unit.*

FOURTH SCHEDULE

[COMMON AREAS, FACILITIES AND AMENITIES]

1. *Entrance lobbies and common circulation spaces.*
2. *Walk up staircases and landings of all floors and stair lobbies and stair windows.*
3. *Common passage / corridor.*
4. *Entire roof area.*
5. *Space required for common utilities like electrical room, meter room etc.*
6. *Electrical ducts and risers, fitting, fixtures, lights, switches etc for the common areas of the said building.*
7. *Electrical duct doors, common terrace frames and shutters, stair & common area railings etc*
8. *Plumbing pipes and valves, fittings etc for water distribution system.*
9. *Rising main of electricity cables from electrical Meter Boards.*
10. *Sewerage and storm water drainage pipe works.*
11. *Overhead Water reservoir (potable and re-use), if any.*
12. *Boundary wall/ fencing*
13. *Underground water reservoir and pump.*
14. *Pumps and Pumps Accessories.*

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

SIGNED, SEALED AND DELIVERED

In presence of :

WITNESSES :

- 1.

(Signature of Owners/Vendors)

2.

(Signature of Developers)

Drafted by me :

(Signature of Purchasers)

Advocate
Alipore Judges Court
Kolkata-700027

MEMO OF CONSIDERATION

RECEIVED of and from the within named PURCHASER the within mentioned a sum of **Rs.33,35,000/- (Rupees thirty three lakh thirty five thousand Only)** as per Memo below:

MEMO

<u>Sl. No.</u>	<u>Received On</u>	<u>Cheque No</u>	<u>Bank Name</u>	<u>Branch</u>	<u>Amount(Rs.)</u>

(Rupees seventeen Lakh thirty thousand Only)

Witness:

1.

(Signature of the Developers)

2.