

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of June, Two Thousand and Twenty Three (2023) **BETWEEN (1) SRI KAMAL MAJUMDER (PAN - BYJPM8095D, AADHAAR No.5247 1371 6009)**, Son of Late Krishna Gopal Majumder, by faith - Hindu, by Nationality - Indian, by Occupation - Business, **(2) SRI SHYAMAL MAJUMDER (PAN - FAIPM2266K, AADHAAR No.6567 0225 8951)**, Son of Late Krishna Gopal Majumder, by faith - Hindu, by Nationality - Indian, by Occupation - Business **and (3) SMT. RITA MONDAL (PAN - FAIPM2179F, AADHAAR No.3661 1402 5606)**, Wife of Sri Manirudya Mondal and Daughter of Late Krishna Gopal Majumder, by faith - Hindu, by Nationality - Indian, by Occupation - Business, all are residing at Dhalua Paschim Para, Post Office - Panchpota, under Police Station - Sonarpur now Narendrapur, Kolkata - 700152, in the District of South 24 Parganas, as their true and lawful Constituted Attorney namely **M/S. THIKANA REALITY**, a sole proprietorship Firm, having its office at Srinagar Main Road, Post Office - Panchasayar, under Police Station - Sonarpur now Narendrapur, Kolkata - 700094, in the District of South 24 Parganas, being represented by its Proprietor namely **SRI GOPAL DAS (PAN - AIFPD6346P, AADHAAR No.4825 4566 5081)**, Son of Late Madhusudhan Das, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at B-1, Srinagar, Dhalua Road, Post Office - Dhalua, under Police Station - Sonarpur now Narendrapur, Kolkata - 700152, in the District of South 24 Parganas, by virtue of a registered Development Power of Attorney executed and registered on 10th day of February, 2020 which was duly registered in the office of the Additional District Sub-Registrar, Garia, South 24 Parganas and the same is recorded in Book No.I, Volume No.1629-2020, Pages from 30089 to 30119, Being No.162900655 in the year 2020, hereinafter called and referred to as the **"VENDORS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, legal representatives, administrators and assigns) of the **FIRST PART.**

AND

(1) ----- (PAN - -----, AADHAAR NO.-----), Wife of Sri -----, by faith - Hindu, by Nationality - Indian, by Occupation - Service **and (2) ----- (PAN - -----, AADHAAR NO.-----),** Son of Sri -----, by faith - Hindu, by Nationality - Indian, by Occupation - Service, both are residing at -----, Post Office - -----, under Police Station - -- -----, Kolkata - -----, in the District of South 24

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Parganas, West Bengal, hereinafter jointly called and referred to as the **"PURCHASERS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, legal representatives, administrators and assigns) of the **SECOND PART.**

A N D

M/S. THIKANA REALITY, a sole proprietorship firm having its office at Srinagar Main Road, Post Office – Panchasayar, under Police Station - Sonarpur now Narendrapur, Kolkata – 700094, in the District of South 24 Parganas, represented by its Proprietor namely **SRI GOPAL DAS (PAN - AIFPD6346P, AADHAAR No.4825 4566 5081)**, Son of Late Madhusudhan Das, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at B-1, Srinagar, Dhalua Road, Post Office – Dhalua, under Police Station – Sonarpur now Narendrapur, Kolkata – 700152, in the District of South 24 Parganas, hereinafter called and referred to as the **"DEVELOPER/CONFIRMING PARTY"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or interest and nominees) of the **THIRD PART.**

TITLE OF THE PROPERTY:

WHEREAS (1) Sri Bijoy Krishna Naskar, (2) Sri Annada Prasad Naskar, both are sons of Late Adyaitya Nath Naskar, both of Dhelua, under Police Station – Sonarpur, in the District of 24 Parganas, (3) Smt. Sarala Mondal, Wife of Sri Nirmal Mondal of Rajapur, under Police Station – Jadavpur, in the District of 24 Parganas and (4) Smt. Shanti Mondal, Wife of Sri Sushil Mondal of Champahati, under Police Station – Baruipur, in the District of 24 Parganas, were the joint and absolute land owners and possessor in respect of the First Schedule below mentioned property, in urgent need of money, they jointly sold, conveyed and transferred with a valuable consideration mentioned therein, unto and in favour of one Sri Lakshmi Narayan Majumder, Son of Sri Sarat Chandra Majumder of Dhelua, under Police Station – Sonarpur, in the District of 24 Parganas **ALL THAT** a piece and parcel of land measuring more or less 10(Ten) Decimals out of total land measuring more or less 67(Sixty Seven) Decimals, lying and situated at Mouza – Dhelua, J.L. No.43, Revenue Survey No.235, Touzi No.340, Pargana – Kolikata, comprising in C.S. Dag No.364, relating to C.S. Khatian No.184, R.S. Dag No.216, R.S. Khatian No.120, formerly within the ambits of Garia No.1 Gram Panchayat, at present within the limits of Rajpur-Sonarpur Municipality, in Ward No.02, under Police Station – Sonarpur, District Sub-Registry Office at Alipore, Additional District Sub – Registry Office at

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Sonarpur, in the District of 24 Parganas, by virtue of a Bengali Saf-Bikray Kobala executed and registered on 6th day of November, 1968 which was duly registered in the office of the Sub-Registrar, Baruipur, in the District 24 Parganas and the same was recorded in Book No.I, Volume No.116, Pages from 23 to 27, Being No.10627 in the year 1968.

AND WHEREAS by virtue of the said Bengali Saf-Bikray Kobala executed and registered on 6th day of November, 1968 the said Sri Lakshmi Narayan Majumder, Son of Sri Sarat Chandra Majumder was the sole and absolute Land Owner and possessor in respect of the above mentioned property measuring more or less 10(Ten) Decimals out of total land measuring more or less 67(Sixty Seven) Decimals, lying and situated at Mouza - Dhelua, J.L. No.43, Revenue Survey No.235, Touzi No.340, Pargana - Kolikata, comprising in C.S. Dag No.364, relating to C.S. Khatian No.184, R.S. Dag No.216, R.S. Khatian No.120, formerly within the ambits of Garia No.1 Gram Panchayat, at present within the limits of Rajpur-Sonarpur Municipality, in Ward No.02, under Police Station - Sonarpur, District Sub-Registry Office at Alipore, Additional District Sub - Registry Office at Sonarpur, in the District of 24 Parganas and solely seized, possessed and enjoyed his aforesaid landed property without any claim, demand, attachments, encumbrances, liens, charges, lispences, attachments, trust whatsoever from any corner or corners.

AND WHEREAS said Sri Lakshmi Narayan Majumder, Son of Sri Sarat Chandra Majumder of Dhelua, under Police Station - Sonarpur, in the District of 24 Parganas, while seized and possessed as sole and absolute lawful land Owner and possessor, in urgent need of money he sold, conveyed and transferred with a valuable consideration mentioned therein, unto and in favour of one Sri Krishna Gopal Majumder, Son of Sri Sarat Chandra Majumder of Dhelua, under Police Station - Sonarpur, in the District of 24 Parganas **ALL THAT** a piece and parcel of land measuring more or less 10(Ten) Decimals out of total land measuring more or less 67(Sixty Seven) Decimals, lying and situated at Mouza - Dhelua, J.L. No.43, Revenue Survey No.235, Touzi No.340, Pargana - Kolikata, comprising in C.S. Dag No.364, relating to C.S. Khatian No.184, R.S. Dag No.216, R.S. Khatian No.120, formerly within the ambits of Garia No.1 Gram Panchayat, at present within the limits of Rajpur-Sonarpur Municipality, in Ward No.02, under Police Station - Sonarpur, District Sub-Registry Office at Alipore, Additional District Sub - Registry Office at Sonarpur, in the District of 24 Parganas, by virtue of a Bengali Saf-Bikray Kobala executed and registered on 16th day of June, 1976 which was duly registered

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in the office of the Sub-Registrar, Baruipur, in the District 24 Parganas and the same was recorded in Book No.I, Volume No.34, Pages from 122 to 125, Being No.2136 in the year 1976.

AND WHEREAS by virtue of the said Bengali Saf-Bikray Kobala vide Being No.2136 in the year 1976 the said Sri Krishna Gopal Majumder, Son of Sri Sarat Chandra Majumder was the sole and absolute Land Owner and possessor in respect of the above mentioned property measuring more or less 10(Ten) Decimals out of total land measuring more or less 67(Sixty Seven) Decimals, lying and situated at Mouza - Dhelua, J.L. No.43, Revenue Survey No.235, Touzi No.340, Pargana - Kolikata, comprising in C.S. Dag No.364, relating to C.S. Khatian No.184, R.S. Dag No.216, R.S. Khatian No.120, formerly within the ambits of Garia No.1 Gram Panchayat, at present within the limits of Rajpur-Sonarpur Municipality, in Ward No.02, under Police Station - Sonarpur, District Sub-Registry Office at Alipore, Additional District Sub - Registry Office at Sonarpur, in the District of 24 Parganas now South 24 Parganas and had been seized, possessed and enjoyed the same by on paying the rates and taxes to the Authority concern regularly.

AND WHEREAS during enjoyment of the said property the said Krishna Gopal Majumder, Son of Late Sarat Chandra Majumder, who was a Hindu during his life time and at the time of his death and governed by the Dayabhaga School of Hindu Law, died intestate on 20th day of March, 2011 and his wife namely Sephali Majumder, who was a Hindu during her life time and at the time of her death and governed by the Dayabhaga School of Hindu Law, died intestate on 4th day of March, 2009, leaving behind their two sons namely Sri Kamal Majumder (Land Owners/Vendors No.1 herein) and Sri Shyamal Majumder (Land Owners/Vendors No.2 herein) and one married daughter namely Smt. Rita Mondal (Land Owners/Vendors No.3 herein), Wife of Sri Manirudya Mondal, as their legal heirs, successors and legal representatives of the said property they inherited the undivided 1/3rd share in the said property left by the said Krishna Gopal Majumder, Son of Late Sarat Chandra Majumder, as per law of inheritance under the provision of Hindu Succession Act, 1956.

AND WHEREAS thus by way of inheritance (share of father) the said (1) Sri Kamal Majumder (Land Owners/Vendors No.1 herein), (2) Sri Shyamal Majumder (Land Owners/Vendors No.2 herein), both are sons of Late Krishna Gopal Majumder and (3) Smt. Rita Mondal (Land Owners/Vendors No.3 herein), Wife of Sri Manirudya Mondal and Daughter of Late Krishna Gopal Majumder are the joint and absolute land owners and possessor of the above mentioned

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property measuring more or less 10(Ten) Decimals out of total land measuring more or less 67(Sixty Seven) Decimals, each hold undivided 1/3rd share thereon, lying and situated at Mouza – Dhelua, J.L. No.43, Revenue Survey No.235, Touzi No.340, Pargana – Kolikata, comprising in C.S. Dag No.364, relating to C.S. Khatian No.184, R.S. Dag No.216, R.S. Khatian No.120, formerly within the ambits of Garia No.1 Gram Panchayat, at present within the limits of Rajpur-Sonarpur Municipality, in Ward No.02, under Police Station – Sonarpur, District Sub-Registry Office at Alipore, Additional District Sub – Registry Office at Sonarpur, in the District of South 24 Parganas.

AND WHEREAS while seized and possessed of as joint and absolute Land Owners and possessor therein the said (1) Sri Kamal Majumder (Land Owners/Vendors No.1 herein), (2) Sri Shyamal Majumder (Land Owners/Vendors No.2 herein), both are sons of Late Krishna Gopal Majumder and (3) Smt. Rita Mondal (Land Owners/Vendors No.3 herein), Wife of Sri Manirudya Mondal and Daughter of Late Krishna Gopal Majumder, jointly mutated their names in the Assessment Record of the Rajpur-Sonarpur Municipality in respect of the said property described in the First Schedule hereunder known, numbered, described, recorded and assessed as Municipal Holding No.258, Dhalua Paschim, in Ward No,02, Post Office – Dhalua, under Police Station – Sonarpur now Narendrapur, Additional District Sub-Registry Office at Garia (formerly Sonarpur), District Sub-Registry Office at Alipore, in the District of South 24-Parganas and paid the rates and taxes regularly to the Authority concerned.

AND WHEREAS by way of inheritance the said (1) Sri Kamal Majumder (Land Owners/Vendors No.1 herein), (2) Sri Shyamal Majumder (Land Owners/Vendors No.2 herein), both are sons of Late Krishna Gopal Majumder and (3) Smt. Rita Mondal (Land Owners/Vendors No.3 herein), Wife of Sri Manirudya Mondal and Daughter of Late Krishna Gopal Majumder are the joint and absolute land owners and possessor in respect of the First Schedule below mentioned property, the L.R. Settlement operation come into force and in the said L.R. Record of Right the said property has been recorded in the name of said Sri Kamal Majumder (Land Owners/Vendors No.1 herein), Son of Late Krishna Gopal Majumder, under L.R. Khatian No.4205, being L.R. Dag No.227 and said Sri Shyamal Majumder (Land Owners/Vendors No.2 herein), Son of Late Krishna Gopal Majumder, under L.R. Khatian No.4037, being L.R. Dag No.227 and said Smt. Rita Mondal (Land Owners/Vendors No.3 herein), Wife of Sri Manirudya Mondal and Daughter of Late Krishna Gopal Majumder, under L.R. Khatian

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No.4204, being L.R. Dag No.227, lying and situated at Mouza – Dhelua, J.L. No.43, Revenue Survey No.235, Touzi No.340, Pargana – Kolikata, comprising in C.S. Dag No.364, relating to C.S. Khatian No.184, R.S. Dag No.216, R.S. Khatian No.120, formerly within the ambits of Garia No.1 Gram Panchayat, at present within the limits of Rajpur-Sonarpur Municipality, being Municipal Holding No.258, Dhalua Paschim, in Ward No,02, Post Office – Dhalua, under Police Station – Sonarpur now Narendrapur, Additional District Sub-Registry Office at Garia (formerly Sonarpur), District Sub-Registry Office at Alipore, in the District of South 24-Parganas and have been seizing, possessing and enjoying the same by on paying the rates and taxes to the Authority concern regularly.

AND WHEREAS the Land Owners/Vendors herein have good marketable title to the First Schedule below mentioned bastu landed property measuring more or less 10(Ten) Decimals and jointly seizing, enjoying and possessing the same on paying the rates and taxes to the Authority concerned regularly without any claim, demand, attachments and encumbrances from any person or persons whatsoever.

AND WHEREAS the present Land Owners/Vendors while have been seizing, enjoying and possessing the said property, lying and situated at Mouza – Dhelua, J.L. No.43, Revenue Survey No.235, Touzi No.340, Pargana – Kolikata, comprising in C.S. Dag No.364, relating to C.S. Khatian No.184, R.S. Dag No.216, R.S. Khatian No.120, L.R. Dag No.227, L. R. Khatian Nos.4037, 4204 and 4205, formerly within the ambits of Garia No.1 Gram Panchayat, at present within the limits of Rajpur-Sonarpur Municipality, being Municipal Holding No.258, Dhalua Paschim, in Ward No,02, Post Office – Dhalua, under Police Station – Sonarpur now Narendrapur, Additional District Sub-Registry Office at Garia (formerly Sonarpur), District Sub-Registry Office at Alipore, in the District of South 24-Parganas, containing an area of bastu land 10(Ten) Decimals more or less as joint and absolute Land Owners and possessor thereof, they approached the Developer/Confirming Party herein with the proposal to construct a Ground plus three storied residential building on the said land comprising of several self-contained residential flats, car parking spaces etc. thereof utilizing the maximum FAR for mutual profits, interests and benefits on or over the said property, according to sanction building plan to be sanction by the Rajpur-Sonarpur Municipality, which is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written on certain terms and conditions which have been mutually discussed and settled.

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AND WHEREAS the said Land Owners/Vendors herein entered into a Development Agreement executed and registered on 10th day of February, 2020 which was duly registered in the office of the Additional District Sub-Registrar, Garia, South 24 Parganas and the same is recorded in Book No.I, Volume No.1629-2020, Pages from 30004 to 30050, Being No.162900653 in the year 2020 and also registered a Development Power of Attorney executed and registered on 10th day of February, 2020 which was duly registered in the office of the Additional District Sub-Registrar, Garia, South 24 Parganas and the same is recorded in Book No.I, Volume No.1629-2020, Pages from 30089 to 30119, Being No.162900655 in the year 2020 with the Developer/Confirming Party herein for the purpose of development of the said holding by constructing a Ground plus three storied residential building on the said land in certain terms and conditions as mentioned therein.

AND WHEREAS in pursuance of the said Development Agreement and Development Power of Attorney, the Developer/Confirming Party herein started a new building on the said land according to the sanction building plan already sanctioned by the Rajpur-Sonarpur Municipality vide Plan No.42/CB/02/88 dated 07.06.2022 and valid up to 07.06.2025 in respect of the said Municipal Holding No.258, Dhalua Paschim, in Ward No,02, Post Office – Dhalua, under Police Station – Sonarpur now Narendrapur, Additional District Sub-Registry Office at Garia (formerly Sonarpur), District Sub-Registry Office at Alipore, in the District of South 24-Parganas and the Developer/Confirming Party has the right to sell the Developer's allocated portion of the said new building, i.e. flat of the building to the intending Purchasers having provided the Land Owners' allocation to the Land Owners in compliance with the terms of the said registered Development Agreement and said Development Power of Attorney.

AND WHEREAS the Developer/Confirming Party herein completed a Ground plus three storied residential building namely "**GOKUL DHAM**" on the said land, lying and situated at Municipal Holding No.258, Dhalua Paschim, in Ward No,02, Post Office – Dhalua, under Police Station – Sonarpur now Narendrapur, Additional District Sub-Registry Office at Garia (formerly Sonarpur), District Sub-Registry Office at Alipore, in the District of South 24-Parganas, according to the sanctioned Building Plan which such land and entire building as fully described in **FIRST SCHEDULE** hereunder written and the Developer/Confirming Party desires to sell one Flat No.----, on the ----- Floor, ----- side, measuring more or less ----- Square Feet Carpet area, ---- Square Feet Balcony Area, ----- Square Feet Built-up area consisting of two bed rooms, one

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Kitchen-cum-dining, one toilet, one W.C. and one Balcony together with right to use all common areas of the building together with proportionate undivided share of land of the said building to the intending Purchasers from the Developer's allocated portion of the said building.

AND WHEREAS the Developer/Confirming Party herein being desirous of selling the said Flat No.-----, on the ----- Floor, ----- side, on being approached by the Purchasers herein, have agreed to sell **ALL THAT** one Flat No.-----, on the ----- Floor, ----- side, measuring more or less ----- Square Feet Carpet area, ---- Square Feet Balcony Area, ----- Square Feet Built-up area consisting of two bed rooms, one Kitchen-cum-dining, one toilet, one W.C. and one Balcony, more fully and particularly described in the **THIRD SCHEDULE** hereunder written with the right to use of all common areas of the building together with proportionate share of land, lying and situated at Municipal Holding No.258, Dhalua Paschim, in Ward No,02, Post Office – Dhalua, under Police Station – Sonarpur now Narendrapur, Additional District Sub-Registry Office at Garia (formerly Sonarpur), District Sub-Registry Office at Alipore, in the District of South 24-Parganas, at and for a total sum to **Rs.-----/- (Rupees -----) only** free from all encumbrances.

AND WHEREAS the Purchasers herein entered into an Agreement for Sale executed on --- day of June, 2023 with the Vendors/Land Owners and also with the Developer/Confirming Party herein for purchase of **ALL THAT** one Flat No.-----, on the ----- Floor, ----- side, measuring more or less ----- Square Feet Carpet area, ---- Square Feet Balcony Area, ----- Square Feet Built-up area consisting of two bed rooms, one Kitchen-cum-dining, one toilet, one W.C. and one Balcony, more fully and particularly described in the **THIRD SCHEDULE** hereunder written with the right to use of all common areas of the building together with proportionate undivided share of land, lying and situated at Municipal Holding No.258, Dhalua Paschim, in Ward No,02, Post Office – Dhalua, under Police Station – Sonarpur now Narendrapur, Additional District Sub-Registry Office at Garia (formerly Sonarpur), District Sub-Registry Office at Alipore, in the District of South 24-Parganas, at and for a total sum to **Rs.-----/- (Rupees -----) only** free from all encumbrances, liens, charges, lispences, attachments, trust, whatsoever and however.

THE LAND OWNERS/VENDORS AND THE DEVELOPER/CONFIRMING PARTY HAVE REPRESENTED AND GUARANTEED TO THE PURCHASERS as follows:

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A) That the Land Owners/Vendors and the Developer/Confirming Party have also hereby declared that they did not enter into any Agreement or Agreements with the other buyer or buyers as yet other than this purchasers nor they sold out or transfer of any kind of the said Flat/unit to anybody else and they confirm hereby to sell out the said Flat/unit to the purchasers herein.

B) That there is no statutory, judicial and/or quasi-judicial and/or Departmental order and/or restrictions which may prevent the Land Owners/Vendors and the Developer/Confirming Party from transferring and/or conveying the said Flat/unit and rights and properties appurtenant thereto to the purchasers free from all encumbrances.

C) That the Land Owners/Vendors and the Developer/Confirming Party have confirmed and guaranteed that upon purchase of the said Flat to the purchasers, the purchasers shall acquire a clear and marketable title in respect of the said Flat/unit and the rights of the properties appurtenant thereto free from all encumbrances whatsoever and the Land Owners/Vendors further declare that the Developer/Confirming Party by the strength of the said power and authority and in terms of the said registered Memorandum of Agreement – Cum General Power of Attorney has acquired the right and liberty to receive the cost of the said Flat/unit together with the undivided share of land at the said premises/holding.

D) That the purchasers herein and throughout query, inspection and verification have been satisfied in all respect regarding papers and documents of title, materials used with all necessary fittings and fixtures about the building comprising of several self-contained independent flat and the purchasers in terms of an Agreement for Sale executed on --- day of June, 2023 agreed to purchase **ALL THAT** one Flat No.-----, on the ----- Floor, ----- side, measuring more or less ----- Square Feet Carpet area, ---- Square Feet Balcony Area, ----- Square Feet Built-up area consisting of two bed rooms, one Kitchen-cum-dining, one toilet, one W.C. and one Balcony of the building “**GOKUL DHAM**” as shown in the said Agreement for Sale, at and for a total consideration money to Rs.---- -/- (Rupees -----) only and the purchasers in terms of the said Agreement for Sale have time to time paid the aforesaid consideration to the Developer/Confirming Party herein. The Architect of the Developer/Confirming Party has taken final measurement of the said flat area of **ALL THAT** one Flat No.-----, on the ----- Floor, ----- side, measuring more or less -----

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Square Feet Carpet area, ---- Square Feet Balcony Area, ----- Square Feet Built-up area consisting of two bed rooms, one Kitchen-cum-dining, one toilet, one W.C. and one Balcony, as per final measurement the area of the said Flat No.-----, appears more or less the same area as stated herein above and the purchasers have also agreed and being satisfied to the present final measurement of the said Flat area and hereby gives their express and consent to the same and undertakes not to raise any question or create any dispute in connection with the measurement of the said Flat No.---in future and the Land Owners/Vendors and the Developer/Confirming Party with the execution of these presents have agreed to hand over vacant possession of the said Flat/unit as booked by the purchasers complete in all respect at the entire satisfaction of the purchasers and the purchasers also with the execution of this Deed of Conveyance have taken peaceful possession of the said flat/unit and the right and properties appurtenant thereto and in pursuance whereof the Land Owners/Vendors through their attorney hereby selling, conveying and transferring the said Flat No.---- and the rights and properties appurtenant thereto and the Developer/Confirming Party hereby confirms the same by executing this Deed of Conveyance unto and in favour of the purchasers herein.

NOW THIS INDENTURE WITNESSETH in pursuance of the said Agreement and in consideration of the said sum of **Rs.-----/- (Rupees -----)** only paid by the Purchasers to the Developer/Confirming Party herein (the receipt whereof the Developer/Confirming Party doth hereby admit and acknowledge and of and from the same and every part thereof acquit release and forever discharge) the Purchasers and the said flat hereby intended to be sold, subject to the common facilities as set out in the **THIRD SCHEDULE** hereto and on the part of the Purchasers to be enjoyed, observed and performed the Developer/ Confirming Party doth hereby grant, convey, transfer, assign and assure unto and to the use of the Purchasers **ALL THAT** one Flat No.-----, on the ----- Floor, ----- side, measuring more or less ----- Square Feet Carpet area, ---- Square Feet Balcony Area, ----- Square Feet Built-up area consisting of two bed rooms, one Kitchen-cum-dining, one toilet, one W.C. and one Balcony, more fully and particularly described in the **THIRD SCHEDULE** hereunder written with the right to use of all common areas of the building together with proportionate undivided share of land, lying and situated at Municipal Holding No.258, Dhalua Paschim, in Ward No,02, Post Office – Dhalua, under Police Station – Sonarpur now Narendrapur, Additional District Sub-Registry Office at Garia (formerly Sonarpur),

District Sub-Registry Office at Alipore, in the District of South 24-Parganas, which the Developer/Confirming Party confirms to has transferred **OR HOWSOEVER OTHERWISE** the said flat area or any part thereof now are or at any time or times hereto before were called known, numbered and butted described or distinguished **AND** with right **TO HOLD** own use and occupy the same and together with the right to use in common with the other Land Owners/Vendors or occupants of the said premises/holding all paths, ways, entrance, common passages, compounds open space, electric fittings, sewerage and septic tanks about subject to the common facilities as described in the **FOURTH SCHEDULE** hereunder written including top of the terrace used by Purchasers of the said building **AND** all other rights, easements, appurtenances and privileges thereon and other conveniences for beneficial enjoyment of the said flat free from all encumbrances, attachments, liens or lispensences whatsoever **TO HAVE AND TO HOLD** the said Flat, more fully and particularly described in the **THIRD SCHEDULE** hereunder written hereby granted, expressed or intended so to be unto and to the use of the said Purchasers absolutely and forever **AND** the Land Owners/Vendors and Developer/Confirming Party doth hereby covenant with the Purchasers that **NOTWITHSTANDING** any act, deed or thing by the Land Owners/Vendors and the Developer/Confirming Party or their predecessor-in-title done executed or knowingly suffered to the contrary the said Developer/Confirming Party now hath good right full power and absolute authority to grant, transfer and assign and assure the said flat hereby granted, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be together with their undivided right, title and interest the premises/holding as fully described in the **FIRST and SECOND SCHEDULE** hereunder written unto and to the use of the Purchasers in the manner aforesaid **AND** that the Purchasers shall and may at all times hereafter peaceably and receive rents, issues and profits hereof and evict the tenant if required without any lawful eviction on interruption claim or demand whatsoever from or by the said Land Owners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming from under or in trust for them **AND** will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts, matters and things whatsoever for further and more perfectly assuring the said Flat and the said undivided proportionate share or interest in the said land and holding and every part thereof unto and to the use of the

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Purchasers in the manner aforesaid as shall or may be reasonably required.

THE LAND OWNERS/VENDORS AND THE DEVELOPER/CONFIRMING PARTY HEREBY COVENANT WITH THE PURCHASERS as follows :-

THAT the interest which the Land Owners/Vendors hereby profess, transfer, subsists and the Land Owners/Vendors have good right, title, full power and absolute authority to grant, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the Developer/Confirming Party hereby confirms the same unto and in favour of the Purchasers absolutely and forever.

AND THAT the property is free from all charges, mortgages, liens, attachments, leases, acquisition, requisitions, restrictions, litigations, lispendens, covenants, uses, debutter, trusts, made or suffered by the Land Owners/Vendors and the Developer/Confirming Party or any person or persons arising or lawfully rightfully and/or equitably claiming any estate or interest therein from under or in trust for the Land Owners/Vendors and the Developer/Confirming Party.

AND THAT the purchasers shall and may at all times hereafter peacefully enter upon and hold, occupy, possess and enjoy exclusively the property i.e. the flat/unit together with undivided proportionate share of land and also enjoy the facilities commonly with others in respect of common areas in the building and every part thereof and/or receive the rents, issues and profits thereof for their own use, without any suit, lawful eviction, interruption, disturbance, claims or demands whatsoever from or by the Land Owners/Vendors and the Developer/Confirming Party or any person or persons lawfully claiming or to claim through under or in trust for the Land Owners/Vendors and the Developer/Confirming Party and all persons having or lawfully claiming any estate, right or interest whatsoever at law for the property hereby granted, sold, conveyed and expressed by the Land Owners/Vendors and the Developer/Confirming Party herein.

AND THAT the Land Owners/Vendors and the Developer/Confirming Party shall from time to time hereafter upon every reasonable requests and at the cost of the purchasers make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold unto and to the use of the purchasers.

AND THAT the said flat/unit and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and forever discharges from and by the Land Owners/Vendors and the Developer/Confirming Party unto and in favour of the purchasers herein.

AND THAT the purchasers shall have the right to mutate their names in the office of the Rajpur - Sonarpur Municipality or any other authority or authorities concerned, as joint owners of the said flat/unit, rights and properties appurtenant thereto and also to pay the Municipal Rates and taxes as may be assessed or imposed in respect of the aforesaid flat/unit, rights and properties appurtenant thereto and until and unless the aforesaid flat/unit is separately assessed the Purchasers will pay proportionate share of rates and taxes.

AND THAT after reasonable request and at the cost of the purchasers or at any hearing, suit to the purchasers and/or the agent/s of the Purchasers or at any hearing, suit, commission, examination or otherwise as occasions shall require the original documents and writings in respect of the premises/holding which the Land Owners/Vendors or the Developer/ Confirming Party as the case may be, shall keep all such documents safe and shall not use of any of such document for alienating and/or encumbering the aforesaid flat/unit, rights and properties in any manner whatsoever.

THE PURCHASERS DO HEREBY COVENANT WITH THE LAND OWNERS/VENDORS AND THE DEVELOPER/CONFIRMING PARTY as follows:-

i) The Purchasers shall observe, fulfill and perform all the covenants hereunder written including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the said unit wholly and common expenses and all other outgoings proportionately as described in the **FOURTH SCHEDULE** hereunder.

ii) The Purchasers shall not raise any unreasonable objection in respect of the said flat/unit and put any requisition concerning the nature, scope and extent thereof.

iii) The Purchasers shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all other outgoings in respect of the said flat/unit and the rights and properties appurtenant thereof from the date of delivery of possession of the said flat/unit and the rights and properties.

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iv) The Purchasers shall apply for mutation of their names in the office of the Rajpur - Sonarpur Municipality or any other authority or authorities concerned as joint owners of the said flat/unit and separately assessed for the purpose of assessment of Municipal rates and taxes in their names.

v) Until such time the unit and the rights and properties in the building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions the Purchasers shall deposit the same with the Developer, until the Association is formed by the Developer and takes over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and taxes in their portion.

vi) Upon separation and mutation of the said flat/unit and the rights and properties for the purpose of liability of Municipal rates and taxes and impositions the Purchasers shall pay such tax, impositions as may be assessed in respect of the said flat/unit and the rights and properties directly to the Rajpur - Sonarpur Municipality.

vii) The Purchasers shall also bear and pay all other taxes and impositions as are levied or may be levied further including multi-storied building tax, Urban Land Tax, if any, Water Tax etc. in respect of the building and the unit proportionately.

viii) The Purchasers shall also be liable to pay the penalty, interests, costs, charges and expenses in respect of any such taxes or impositions, proportionately and/or wholly as the case may be in respect of the same be imposed or charged due to default of the purchasers in complying with their obligations hereunder concerning the payments and/or deposit of amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the purchasers will accrue with effect from the date of delivery of possession of the said flat/unit and the rights and properties by the Developer/Confirming Party to the Purchasers. The Purchasers hereby undertakes to enter as a member of Flat Owners' Association to be formed in the newly constructed Building appurtenant thereto for the purpose of proper management, control of the common parts and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchasers undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Purchasers shall co-operate with the Developer and thereafter with the Owners' Association and pay their proportionate share of

Municipal rates and taxes along with proportionate share of common expenses and the purchasers shall also agreed to abide by all the restrictive covenants for enjoyment and all other rules and by-laws as stated therein.

ix) The Association and the Co-Owners in the Building shall remain liable to indemnify and keep indemnified the Developer/Confirming Party for all liabilities due to non-fulfillment of their respective obligation hereunder.

x) The Purchasers shall at their own costs and expenses be entitled to repair, addition, alterations, modifications, plaster, white washing, painting of the inside wall of the said flat/unit along with fittings and fixtures therein and shall be kept in a neat and clean decent condition for lawful residential purpose.

THE PURCHASERS SHALL NOT DO THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE UNIT AND COMMON PARTS THERE OF:

- i)** To interfere with or hinder or obstruct the Developer/Confirming Party in any manner whatsoever in the construction of the said Building or any part thereof.
- ii)** To do anything whereby the Developer/Confirming Party is prejudicially affected.
- iii)** To throw any rubbish or store any article or combustible goods in the common parts.
- iv)** To carry on any obnoxious, noisy, offensive, illegal or immoral activity in the said unit or any part thereof.
- v)** To cause any nuisance or annoyance to the co-Purchasers and/or occupants of the other portions of the said building and/or unit/s.
- vi)** To decorate or paint or otherwise alter the exterior wall of the said flat/unit or common parts of the said building in any manner.
- vii)** To obstruct in any manner the Developer/Confirming Party in transferring any right in or on the land, building or other units.
- viii)** To claim any partition or sub-division of the said land or the common parts.
- ix)** To obstruct the Developer/Association and its surveyors or agents at all reasonable time and upon 48 hours previous notice in writing to the Purchasers to enter upon the said flat/unit and every part thereof to inspect the same condition

thereof and of all defects, decay and after assessing the repairs required to be carried out, to give notice to the Purchasers to repair the defects within 7(seven) days of such notice the repairs/defects should be made good at the cost of the Purchasers.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the entire building)

ALL THAT piece and parcel of bastu land measuring more or less 10(Ten) Decimals together with newly constructed a Ground plus three storied residential building standing thereon namely "GOKUL DHAM", lying and situated at Mouza – Dhelua, J.L. No.43, Revenue Survey No.235, Touzi No.340, Pargana – Kolikata, comprising in C.S. Dag No.364, relating to C.S. Khatian No.184, R.S. Dag No.216, R.S. Khatian No.120, L.R. Dag No.227, L. R. Khatian Nos.4037, 4204 and 4205, formerly within the ambits of Garia No.1 Gram Panchayat, at present within the limits of Rajpur-Sonarpur Municipality, being Municipal Holding No.258, Dhalua Paschim, in Ward No,02, Post Office – Dhalua, under Police Station – Sonarpur now Narendrapur, Additional District Sub-Registry Office at Garia (formerly Sonarpur), District Sub-Registry Office at Alipore, in the District of South 24-Parganas and butted and bounded as follows:

ON THE NORTH : Land of Bijoy Krishna Naskar & others;
ON THE SOUTH : Land of Sachindra Kumar Das;
ON THE EAST : Plot of land being Dag No.363 & 12'
 Feet wide Common Passage;
ON THE WEST : Plot of land being Dag No.367.

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the building)

ALL THAT completed a Ground plus three storied residential building construction on the land described in the **FIRST SCHEDULE** hereinabove written as per building sanctioned plan obtained from the Rajpur-Sonarpur Municipality Vide **Building Plan No.42/CB/02/88 dated 07.06.2022 and valid up to 07.06.2025.**

THIRD SCHEDULE ABOVE REFERRED TO

(Description of the flat/Unit)

ALL THAT one Flat No.-----, on the ----- Floor, ----- side, measuring more or less ----- Square Feet Carpet area, ---- Square Feet Balcony Area, ----- Square Feet Built-up area tiles floor consisting of two bed rooms, one Kitchen-cum-dining, one toilet, one W.C. and one Balcony of the said Ground plus three storied residential building together with proportionate undivided share in the land as per **FIRST SCHEDULE** hereinabove written

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and all other easement rights thereto. The said Flat more particularly shown and delineated with the colour **RED** in the Map or Plan annexed herewith as part and parcel of this Deed of Conveyance.

FOURTH SCHEDULE ABOVE REFERRED TO

(Description of the Common Portions)

1. The land, foundation, columns, beams, supports, common passage, entrances, exists, including other side of the walls falling of the building.
2. Entrance and exists.
3. Boundary walls and main gate.
4. Entrance lobby, electrical/utility room.
5. Staircase landings on all the floors.
6. Drainage and sewerage lines and other installation for the same except only which are, installed within the exclusive are of any Unit exclusively its use.
7. Electrical wiring, installations and other fittings excluding only those as are installed within the exclusive area of any Unit exclusively for its use.
8. Water pumps, water reservoirs, overhead tank, together with all common plumbing installations for carriage of water excluding only such parts of installations and fittings as are exclusively within and for the Unit.
9. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the land and the building as are necessary for passage to and/or peaceful user and enjoyment of the Unit in common by the Co-owners.
10. The roof of the new building shall be common between the Purchasers and all the co-owners of the property together with all common rights and common services.
11. Lift facility available.

FIFTH SCHEDULE ABOVE REFERRED TO

(Description of the Common Expenses)

1. All costs of maintenance, operating, replacing, repairing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common area of the building included.
2. All charges and deposits for supplies of common utilities to the Co-owners in common.
3. Proportionate share of insurance premium for insuring building.
4. Proportionate share of Municipal tax, water tax, and other levies in respect of the land and building save those separately assessed of the Purchasers' unit.

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5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
6. Electricity charges for the electrical energy, consumed for the operation of the common services.
7. Costs of maintenance, repairs and replacement of common installation.
8. Fees and charges for all services and consultation and advices required and obtained from time to time to respect of and/or relating to the common purposes and common utilities.
9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Co-owners in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or period repairing of the common portions.

SIXTH SCHEDULE ABOVE REFERRED TO

(Description of Specification)

1. **STRUCTURES/FOUNDATION:** The building designed on R.C.C. Flooring and frame.
2. **WALLS:** All the external walls shall be 200mm thick brick walls with cement plaster, snowcem /duracem finish. All internal partition walls shall be 75 mm to 125 mm thick brick wall with both said cement plaster.
3. **DOORS & WINDOWS:** All internal and bedroom doors will be made as flush door with necessary latch, lock etc. except of the toilets where Syntax brand PVC doors will be provided. Main door will be made of bhola panel door with frame of sal with night latch, eye glass, handle etc.
The bed rooms and balcony door frame will be made of sal wood, sliding aluminum glass fitted steel/wooden with internal grills in all the windows will be provided.
4. **FLOORING:** (i) All bed rooms, Dining-cum-Kitchen, Toilets shall be finished with Tiles, (ii) White glazed tiles will be provided at bath rooms/toilet up to 6 Feet heights, (iii) Black stones will be provided at cooking platform and self with 2'-6" dado upon the coking shelf, (iv) Bed rooms and living/dining windows base will be provided with marbles.
5. **BALCONY/HANDRAILS:** Approx. 18 mm x 6 mm flat fabricated railing with PVC hand railing/top/GI pipe on top/CP teak will be provided.
6. **LOFT:** One in front of one toilet will be provided.
7. **ELECTRIC WIRING & FITTINGS:** Wiring in all rooms, Dining-cum-Kitchen, Toilets will be provided with standard branded wirings like Finolex/Havel's.

8. PLUMBING & DRAINAGE: concealed plumbing lines and drainage system shall be made for smooth running of water and for outlet for waste water respectively.

9. WATER SUPPLY: 24 Hours continuance and adequate water supply shall be provided from overhead tank having 5000 liters capacity.

10. TOILET & BATH FITTINGS: Standard quality fittings with commode in both toilets with vitreous low down Christians wash hand basin vitreous white 2 inches x 16 inches CP pillar cocks shower line with standard Bib cock and Greyer line will be provided in one toilet, European style vitreous WC complete with vitreous low down Christian one water tap will be provided in the attached toilet.

11. KITCHEN FITTINGS: Steel made wash basin with other essential fittings will be provided in the Kitchen with one Arch.

12. DINING AREAS: Wash hand white standing basis 22" x 16" will be provided.

13. LIFT: 4/5 passenger capacity reputed make lift will be provided.

14. PAINTING: Inner Walls with be provided with putty finishing and outside walls will be of shown seam painting.

15. Collapsible gate in the entry point of the individual flat will be provided at the cost of the purchasers.

16. Staircase will be finished with Marble flooring with steel railing.

17. Any other fittings may be provided if permissible at the cost of the purchasers.

SEVENTH SCHEDULE ABOVE REFERRED TO

(Easements)

1. AREAS: Open and or covered paths and passages save and except the areas exclusively reserved for other purchasers.

Lobbies and stair case.

Durwans Room, if any.

2. WATER & PLUMBING: Water reservoirs, water tanks, water pipes (save and except those inside any unit).

3. ELECTRICAL INSTALLATION: wiring and accessories for lighting of common areas, Pump, meter, Lift.

4. DRAINS: Drains, sewerage, pipes and septic tank.

5. OTHERS: other common areas and installations and or equipments are as provided in the building for common use and or enjoyment. Save and except as aforesaid all open/covered and portions of the building shall absolutely belong to the developer who shall be absolutely entitled to deal with or transfer the same without any objection or interference from the purchasers or any persons claiming through them.

IN WITNESS WHEREOF the Parties hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Parties herein at Kolkata in presence of:

WITNESSES:

1.

**SIGNATURE OF THE VENDORS/
LAND OWNERS, being represented by their
Constituted Attorney namely Sri Gopal Das.**

1.

2.

2.

SIGNATURE OF THE PURCHASERS

THIKANA REALITY



Proprietor

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**

Drafted by me:

Advocate
High Court, Calcutta.

MEMO OF CONSIDERATION

RECEIVED from the Purchasers the sum of **Rs.-----/- (Rupees ---
-----) only** being the within mentioned full and final
consideration money paid by the Purchasers to the
Developer/Confirming Party as per memo below:

MEMO

TOTAL Rs. _____

=====

(Rupees -----) only.

WITNESSES:

1.

THIKANA REALITY


Proprietor

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**

2.