

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this day of, Two Thousand and Twenty Two **BETWEEN (1) SRI NANDA LAL SAHA (PAN. BOFPS4122F Aadhaar no. 356931845832, Mobile no. 9830089268)**, by occupation – Land holders, **(2) SRI KISHORI LAL SAHA (PAN. AJIPS7680P Aadhaar no. 622908878835, Mobile no. 755850818)**, by occupation – Business, **(3) SRI. JOY PRAKASH SAHA (PAN. AKUPS5408E Aadhaar no. 974994388343, Mobile no. 9804320020)**, by occupation – Business, **(4) SRI SHEW PROKASH SAHA (PAN. AMKPS3494A Aadhaar no. 441211402721, Mobile no. 9830917112)**, by occupation – Business, **(5) SRI. SUNIL KUMAR SAHA (PAN. AMAPS5478C, Aadhaar no. 516442125634, Mobile no. 9830059774)**, by occupation – Business, all of whom were sons of Late Prosadi Saha alias Prasadi Saha, **(6) SMT. GITA SAHA (PAN – AKVPS6743H, Aadhaar no. 725723091497, Mobile no. 9903732393)**, wife of Late Om Prakash Saha, by occupation - Housewife, **(7) SRI. VIVEK KUMAR SAHA (PAN – ALPPS3071D Aadhaar no. 370258861140, Mobile no. 9830085103)**,

son of Late Om Prakash Saha, by occupation – Business **AND (8) SMT. JYOTI SAHA (PAN. ALPPS3070C, Aadhaar no. 673364665685, Mobile no.9903642244)**, daughter of Late. Om Prakash Saha & wife of Sri. Rakesh Saha and all are by faith – Hindu, by occupation Housewife and at present all are residing at 550, Block-‘N’, New Alipore, P.O. and P.S. New Alipore, Kolkata – 700 053, being represented by their true and lawful Constituted Attorney **M/S. DEEPAJ CONSTRUCTION PVT. LTD. (PAN No. AACCD5069P)**, a company incorporated under the Companies Act 1956 and having its registered office at 48/1A, Dr. Suresh Sarkar Road, P.O. Entally, P.S.- Beniapukur, Kolkata - 700 014, represented by its Director **SMT. JAYATI PAUL (Pan No. AKEPP6359B)**, wife of Sri Madhab Ch. Paul, by faith Hindu, by Nationality Indian, residing at 17, Suren Tagore Road, P.S. Gariahat, Kolkata – 700 019, hereinafter called the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their legal heirs, executors, administrators, successor or successors in office, legal representatives and/or assigns) of the **FIRST PART**.

AND

..... (**Pan No., M-**, **Aadhar No.**), son/wife of, by faith Hindu, by Nationality Indian, residing at, P.O., P.S., Kolkata –, hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include his/her legal heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

AND

M/S. DEEPAJ CONSTRUCTION PVT. LTD. (PAN No. AACCD5069P), a company incorporated under the Companies Act, 1956 having its registered office at 48/1A, Dr. Suresh Sarkar Road, P.S. Beniapukur, Kolkata-700 014, represented by its Director **SMT. JAYATI PAUL (Pan No. AKEPP6359B, M-9836968333, Aadhar No. 315531651768)**, wife of Sri Madhab Ch. Paul, by faith Hindu, residing at 17, Suren Tagore Road. P.S. Gariahat, Kolkata-700019, hereinafter called the **DEVELOPER/ CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include its successor or successors in office legal representatives and/or assigns) of the **THIRD PART**.

WHEREAS by a Deed of Conveyance dated 22nd February 1946 made between Smt. Subarnalata Mitra, Satish Chandra Mitra, Jyotish Chandra Mitra, Kshitish Chandra Mitra, Sailesh Chandra Mitra and Srish Chandra Mitra (therein described as Vendors) of the One Part and Prosadi Saha, son of Bandhu Saha (therein described as Purchaser) of the Other Part and registered in the office of the District Sub-Registrar Alipore and recorded in Book No. 1, Volume No. 19, Pages 253 to 262, Being No. 592 for the year 1946 the said Smt. Subarnalata Mitra & Others as Vendors for valuable consideration therein mentioned sold, transferred, conveyed, assigned and assured unto and in favour of the said Prosadi Saha ALL THAT piece and parcel of land hereditament and premises containing by estimation an area of 1 Bigha 13 Cottahs 11 Chittacks 5 Sq. Ft, be the same a little more or less on actual measurement TOGETHER WITH small building and tin shed structures standing thereon or part thereof situate, lying at and being Premises No. 3, Jahura Bazar Lane, Kasba, Kolkata-700 042 and comprised within R.S. No. 233, Khatian No. 764, Dag Nos. 1353 and 1354 J.L. No. 13, Sub-Registry Office at Alipore, Pargana - Kolkata, being Holding No. 51, Ulluberia (previously 343, Oola Road), P.S. Jadavpur, within Kolkata Municipal Corporation (previously Tollygunge Municipality) more fully and particularly described and mentioned in the SCHEDULE there under written and for the 'sake of brevity referred to as "the SAID PREMISES".

AND WHEREAS the said Prosadi Saha alias Prasadi Saha, who during his life time was a Hindu governed by Mithakhara School of Law, died on 19th May, 1986 after making and publishing his last Will and Testament dated 4th July, 1975 in Bengali language and character which was duly registered in Book No. III, Volume no. 8, Pages 1-5, Being no. 80 for the year 1975 in the Office of the Additional District Sub-Registrar at Alipore thereby making a specific bequest in respect of the said premises unto and in favour of his four sons namely Nanda Lal Saha, Om Prakash Saha, Joy Prakash Saha and Sunil Kumar Saha and appointed Nanda Lal Saha and Om Prakash Saha as joint Executors under the said last Will and Testament.

AND WHEREAS pursuant to an application made by the said Nanda Lal Saha and Om Prakash Saha as such Joint Executors in the Court of the Learned District Delegate at Alipore being Act. 39, Case No. 319/86, the Learned District Delegate at Alipore by an order dated 10th June, 1988 granted Probate of the said last Will and Testament of the said Prosadi Saha, deceased dated 4th July, 1975 unto and in favour of the said Executors and in terms of such Probate the said Nanda Lal Saha, Om Prakash Saha, Joy Prakash Saha and Sunil Kumar Saha all jointly became the Owners of the said premises, each having an undivided 1/4th part or share therein.

AND WHEREAS by a Deed of Gift dated 5th June, 2007 and registered in the Office of Additional Registrar of Assurance I, Kolkata recorded in Book No. I, CD Volume No. 21, Pages 1139 to 1158, Being No. 09461 for the year 2011 the said Nanda Lal Saha, Om Prakash Saha, Joy Prakash Saha and Sunil Kumar Saha jointly out of natural love and affection transferred, assured and assigned by way of Gift an undivided 1/6th part or share of the said premises unto and in favour of Kishori Lal Saha who by virtue of such Deed of Gift acquired an undivided 1/6th part or share in the said premises.

AND WHEREAS by another Deed of Gift dated 5th June, 2007 and registered in the Office of Additional Registrar of Assurance I, Kolkata recorded in Book No. I, CD Volume No. 21, Pages 1159 to 1178, Being No. 09462 for the year 2011 the said Nanda Lal Saha, Om Prakash Saha, Joy Prakash Saha and Sunil Kumar Saha jointly out of natural love and affection transferred, assured and assigned by way of Gift an undivided 1/6th part or share of the said premises unto and in favour of Shew Prokash Saha who by virtue of such Deed of Gift acquired an undivided 1/6th part or share in the said premises.

AND WHEREAS Om Prakash Saha died intestate on 30.08.2015 and his wife namely, **Smt. Gita Saha** and son namely, **Sri Vivek Kumar Saha** and daughter namely, **Smt. Jyoti Saha** jointly inherited his 1/6th undivided share of Ownership in the said premises.

AND WHEREAS thus the Owners herein above named jointly became the absolute joint Owners of the said premises, the Owner Nos. 1 to 5 herein having an undivided 1/6th part or share each in the said premises and Owner Nos. 6 to 8 herein jointly having an undivided 1/6th part or share in the said premises.

AND WHEREAS One Late Dipandra Nath Lahiri (D. N. Lahiri) took four tenancies from the said Landlords, two tenancies in his personal name and two tenancies in the name of his concern namely M/s. Pioneer Spring & Steel Concern Pvt. Ltd.

AND WHEREAS since from the lifetime of the said Prosadi Saha (since deceased), the tenants, in respect of different portions in the said premises, D.N. Lahiri and/or his heirs and legal representatives including their concern M/s. Pioneer Spring & Steel Concern Pvt. Ltd. for its business purpose hold the tenancies and pay the agreed monthly rent in respect thereto in the said premises under the present Owners.

AND WHEREAS in the aforesaid facts and circumstances in August 2015 the Owners approached one developer **M/S. U. S. Developers Pvt. Ltd.** to construct new multistoried building at their Premises No. 3, Jahura Bazar Lane, P.S. Kasba, Kolkata- 700 042, for residential purpose comprising of several self-contained flats and car parking space or spaces or portion thereof utilizing the maximum F.A.R. for mutual profits, interests and benefits on or over the said property 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.

AND WHEREAS pursuant to the same by and/or under the Agreement for Development dated 14th August, 2015 entered into by and between the Owners and the said M/s. U. S. Developers Pvt. Ltd. registered before the District Sub-Registrar's office at Alipore in Book No. 1, Volume No. 1603 - 2015, Pages from 67339 to 67391, Being No. 160305871 for the year 2015 the Owners appointed the said M/s U.S. Developers Pvt. Ltd. as the Developer over and in respect of the said Premises No. 3, Jahura Bazar Lane, P.S. Kasba, Kolkata - 700 042 on the terms and conditions as more fully and particularly mentioned and described in the Development Agreement dated 14th August, 2015;

AND WHEREAS pursuant to and in terms of the said Development Agreement the said Developer, namely U.S. Developer Pvt. Ltd. paid a sum of Rs. 5,00,000/- (Rupees Five Lakh) only to each of the said Owners as and by way of interest free Security Deposit for a total sum of Rs. 30,00,000/- (Rupees Thirty Lakhs) only as more fully and particularly mentioned and described in the Memo of Consideration in the said Development Agreement dated 14th August, 2015;

AND WHEREAS due to various inconveniences from the part of the said Developer, namely M/s. U. S. Developers Pvt. Ltd., the necessary building plan could not be sanctioned in the name of the Owners except the conversion of the said property from factory to residential land, clearance from KIT and observation of Survey report from KMC by the said Developer at its own costs and expenses;

AND WHEREAS in the above circumstances the said Premises No. 3, Jahura Bazar Lane, P.S. Kasba, Kolkata - 700 042 is lying as it is without any development thereto

AND WHEREAS pursuant to and in terms of the said Development Agreement the Owners inter alias executed a Development Power of Attorney on 27th August 2015 and registered before the office of District Sub-Register of Alipore in Book No. 1, Volume No. 1603-2015, Pages 69059-69086, Being No. 160305926 for the year 2015, and again a General Power of Attorney on 12th February, 2016 and registered before the office of the District Sub-Register at Alipore in Book No. IV, Volume No. 1603 - 2016, Pages 2443 to 2460, Being No. 160300118 for the year 2016 in favour of Sri Ujjal Bose, one of the Directors of the said M/s. U. S. Developers Pvt. Ltd.

AND WHEREAS because of the aforesaid causes and reasons and in consideration of refund of the Security Deposit for Rs. 30,00,000/- (Rupees Thirty Lakh) only paid by the Developer herein on behalf of the Owners together with a further extra sum of Rs. 20,00,000/- (Rupees Twenty Lakh) only paid by the Developer herein voluntarily on its own account to the said M/s. U. S. Developers Pvt. Ltd. under a Deed of Cancellation dated 18th day of February, 2021 the Owners upon the confirmation by the Developer duly cancelled and terminated the said Development Agreement dated 14th August, 2015, Development Power of Attorney dated 27th August 2015, and the General Power of Attorney dated 12th February, 2016 absolutely and forever and upon the acceptance of such termination by the said M/s. U. S. Developers Pvt. Ltd. the Owners are now free to appoint any other person as the new Developer for development of the premises in question without any interference of M/s. U. S. Developers Pvt. Ltd. on such terms, conditions and considerations as the Owners may agree with the new Developer.

AND WHEREAS upon cancellation of the said previous Development Agreement, Development Power of Attorney and General Power of Attorney with M/s. U.S. Developers Pvt. Ltd., and on refunding the security deposit to them, the party of the Second Part has agreed with the Owners herein to act as such Developer whereupon the parties hereto have agreed to enter into this Development Agreement for the purpose of developing and constructing a new building in premises no. 3, Jahura Bazar Lane, Kolkata-700042, inter alia on the terms, conditions and considerations as mentioned hereinafter.

AND WHEREAS the Owners have specifically represented to the Developer herein that they are the joint and absolute Owners of the property more fully and particularly mentioned and described in the First Schedule hereunder written and the Developer has taken inspection of all relevant

documents and papers, including documents of tenancy and is fully satisfied about the ownership and title of the Owners in the entire property which is free from all encumbrances, further questions, requisition on title, or demand of the Developer in this behalf shall be entertained in future.

AND WHEREAS it has been agreed by and between the parties hereto that the Developer shall develop and/or cause to be developed, the said premises on such terms, conditions and considerations as more fully mentioned hereinafter.

AND WHEREAS to get the said property developed the owners have agreed by and between themselves that **M/S. DEEPAJ CONSTRUCTION PVT. LTD.**, will construct the building as per the sanction plan in the said property at its own costs efforts and expenses and develop the same for mutual benefit and consideration and entered into a registered development agreement on dated 18.02.2021 and registered before the D.S.R. III South 24 Parganas in Book No. I, Volume No. 1603-2021 Pages 36256 to 36324, being No. 160301126, for the year 2021, subject to the terms and conditions as contained therein and sell and/or dispose of spaces in the building to intending purchaser at its own discretion.

AND WHEREAS the said owners for their convenience executed a registered development power of attorney on dated 22.02.2021 and registered before the D.S.R. III South 24 Parganas in Book No. I, Volume No. 1603-2021 Pages 31468 to 31497, being No. 160301200, for the year 2021 in favour of **M/S. DEEPAJ CONSTRUCTION PVT. LTD.**, a company incorporated under the Companies Act, 1956 and having its registered office at No. 48/1A, Dr. Suresh Sarkar Road, P.S. Beniapukur, P.O. Entally, Kolkata - 700014, represented by its Director **SMT. JAYATI PAUL**, wife of Sri Madhab Ch. Paul, by faith Hindu, residing at 17, Suren Tagore Road, P.O. Ballygunge, P.S. Gariahat, Kolkata - 700 019.

AND WHEREAS The Owners, the first part herein, being well and sufficiently seized and possessed as owners having their undivided respective share in the said property mutated their names in the records of the Kolkata Municipal Corporation and also obtained a building plan, vide building permit no. **2021100086**, dated **01.11.2021**, being premises no. 3, Jahura Bazar Lane, Ward No. 91, Police Station - Kasba, Kolkata - 700 042, morefully and particularly detailed in the Schedule hereunder written hereinafter referred to as the "**SAID PROPERTY**" and/or otherwise are entitled to deal with the same.

AND WHEREAS The Owners, first part herein, and the Developer, second part herein, have agreed by and between themselves that **OWNER'S SHARE** and/or **Developer's Share** shall mean as following :

OWNER'S SHARE : Owner's allocation shall mean the 47% of the newly constructed building along with 47% of the covered car parking spaces on the ground floor including proportionate share of land and the common areas and facilities and amenities on pro-rata basis according to new building sanctioned plan by Kolkata Municipal Corporation as more fully and particularly mentioned and described in the Schedule hereunder written and Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs) only to be paid by the Developer to the Owners as an interest free refundable Security Deposit under this Agreement in the manner as stated hereinafter and owners' allocation of flat is given hereby :

OWNERS' ALLOCATION OF FLAT

<u>Block 'A'</u>	<u>Block 'B'</u>	<u>Block 'C'</u>
101	103	102
102	104	104
202	202	201
302	302	202
303	303	203
402	401	204
	402	301
		302
		304
		402
		403

1. Rs. 5,00,000/- (Rupees Five Lakh) only paid to each Owners no. 1 to 5 herein and Rs. 5,00 000/- (Rupees Five Lakh) only paid to Owners no 6 to 8 herein jointly totaling a sum of Rs. 30,00,000/- (Rupees Thirty Lakh) only as it was paid by M/s. U. S. Developers Pvt. Ltd. and retained by the Owners on the undertaking of the Owners to the Developer that the Owners shall give credit the said sum of Rs. 30,00 000/- (Rupees Thirty Lakh) only to the Developer (Deepraj Construction Pvt. Ltd.) as Security Deposit held by them under these presents.

2. Rs. 10,00,000/- (Rupees Ten Lakh) only paid to each Owners No. 1 to 5 herein and Rs. 10,00,000/- (Rupees Ten Lakh) only paid to the Owners No. 6 to 8 herein jointly totaling a sum of Rs. 60,00,000/- (Rupees Sixty Lakh) only at the time of the signing of this Agreement as per the memo of consideration mentioned hereunder.

3. A further sum of Rs. 30,00,000/- (Rupees Thirty Lakh) only is to be paid by The Developer to the Owners as per the following format : Rs. 5,00,000/- (Rupees Five Lakh) only to be paid to Owner Nos. 1 to 5 each and Rs. 5,00,000/- (Rupees Five Lakh) only to be paid to the Owner Nos. 6 to 8 jointly by 30th June 2021.

A final and remaining sum of Rs. 30,00,000/- (Rupees Thirty Lakh) only is to be paid by The Developer to the Owners at the rate of Rs. 5,00,000/- (Rupees Five Lakh) only paid to each of Owners Nos. 1 to 5 herein and Rs. 5,00,000/- (Rupees Five Lakh) only to be paid jointly to Owners Nos. 6 to 8 herein at the time of taking possession of the old building for demolition or on 31st December 2021, whichever is earlier.

DEVELOPER'S SHARE : shall mean the remaining 53% of the constructed area in the building to be constructed at the said premises, except the Owner's allocation, including proportionate share of land and the common facilities and amenities on pro-rata basis.

AND WHEREAS the Developer thereafter constructed a G+4 storied building on the said property being premises no. 3, Jahura Bazar Lane, Ward No. 91, P.O. & P.S. Kasba, Kolkata – 700 042 as per plan sanctioned by The Kolkata Municipal Corporation.

AND WHEREAS the Purchaser after satisfying himself/herself about the right title interest of the Owners and/or authority of the Developer in respect of the said property agreed to purchase one self contained flat having an area of **Sq.ft.** (super built up area) on the **Floor** (..... Side), Block '.....', marked ".....", consisting of (.....) bed rooms, 1 (one) sitting cum dining, (.....) toilets, 1 (one) kitchen, 1 (one) verandah, along with one car parking space of 135 Sft. mkd. '....' situated on the ground floor, together with proportionate share of land corresponding thereto at premises no, 3, Jahura Bazar Lane, P.O. & P.S. Kasba, Kolkata – 700 042, particularly detailed in the second schedule hereunder written hereinafter referred to as the "**said flat/unit**" in the building and accordingly the Owners agreed to sale and/or cause to transfer the said flat/unit and car parking space at or for a total consideration of/- (**Rupees**) only free from all encumbrances, charges, liens, attachments, whatsoever and entered into an Agreement for Sale dated

AND WHEREAS accordingly the Owners, Developer/Confirming Party herein, the Purchasers herein are executing these presents.

That in this agreement unless it is contrary or repugnant to the context the following definition shall have the following meaning:

PREMISES : - Shall mean Municipal Premises No. **3, Jahura Bazar Lane, Ward No. 91, P.O. & P.S. Kasba, Kolkata – 700 042**, situated thereon more fully and particularly described in the First Schedule appearing hereunder.

BUILDING : - Shall mean the building constructed at the said premises by the Developer in accordance with the plan sanctioned by the Kolkata Municipal Corporation.

PLAN :- Shall mean the plan or plans of the building sanctioned by the Kolkata Municipal Corporation in the name of the present owners vide B.P. No. **2021100086**, dated **01.11.2021**, subsequently regularization plan U/R – 26 (2a) & (2b), **Approved by, dated** and also obtained completion certificate from The Kolkata Municipal Corporation dated, in respect of the property being K.M.C. Pre. No. **3, Jahura Bazar Lane, P.O. & P.S. Kasba, Kolkata – 700 042**.

OWNERS :- Shall mean **(1) SRI NANDA LAL SAHA, (2) SRI KISHORI LAL SAHA, (3) SRI. JOY PRAKASH SAHA, (4) SRI SHEW PROKASH SAHA, (5) SRI. SUNIL KUMAR SAHA, (6) SMT. GITA SAHA, (7) SRI. VIVEK KUMAR SAHA AND (8) SMT. JYOTI SAHA**, being represented by their true and lawful Constituted Attorney **M/S. DEEPAJ CONSTRUCTION PVT. LTD.**, a company incorporated under the Companies Act 1956 and having its registered office at 48/1A, Dr. Suresh Sarkar Road, P.O. Entally, P.S.-Beniapukur, Kolkata - 700 014, represented by its Director **SMT. JAYATI PAUL (Pan No. AKEPP6359B)**, wife of Sri Madhab Ch. Paul, by faith Hindu, by Nationality Indian, residing at 17, Suren Tagore Road, P.S. Gariahat, Kolkata – 700 019 and/or their successor or successors in office, heirs, executors, legal representatives, administrators and/or assigns.

DEVELOPER :- Shall mean **M/S. DEEPAJ CONSTRUCTION PVT. LTD.**, a company incorporated under the Companies Act, having its registered office at 48/1A, Dr. Suresh Sarkar Road, Police Station.-Beniapukur, Kolkata – 700 014 represented by its Director **SMT. JAYATI PAUL**, wife of Madhab Ch. Paul, by faith Hindu, residing at 17, Suren Tagore Road. P.S. Gariahat, Kolkata – 700 019 and its successor or successors in office and/or assigns.

PURCHASER :- Shall mean, son of, residing at, P.S., P.O., Kolkata - and his/her legal heirs, representatives, executors, administrators and/or assigns.

FLAT/UNIT :- Shall mean a flat/unit in the building including all fittings and fixtures therein along with undivided impartible proportionate share of land appurtenant thereto hereby constructed by the Developer for and on behalf of the Purchaser and more fully described in the second schedule hereunder written.

BUILT UP AREA :- Shall mean the built up area measuring at floor level of the said flat/unit taking the external dimension of the unit including proportionate built up area of the stair case.

PROPORTIONATE OR PROPORTIONATE SHARE :- Shall mean the undivided impartible proportionate share in the land (more fully described in the First Schedule hereunder written) and also the proportionate share in the common portions and all other common rights and liabilities including the common expenses and rates and/or taxes until assessed in respect of the said flat/unit.

COMMON PORTION :- Shall mean the common portions in the building as fully described in the third schedule hereunder written.

COMMON EXPENSES :- Shall mean the expenses described in the fourth schedule hereunder written.

CO- OWNERS :- Shall mean according to its context mean all persons who have agreed to own unit and/or residing in the building including the un-acquired units till acquired by others.

ASSOCIATION :- Shall mean the Association to be formed by all the co-owners of the building through the Developer.

ARCHITECT :- Shall mean the Architect/L.B.S. as may be appointed by the Developer for the building.

ADVOCATE :- Shall mean such Advocate as may be appointed by the Developer.

DEVELOPMENT AGREEMENT :- Shall mean the Registered Agreement for Development entered by and between the Owners and the Developer dated 18.02.2021 and registered before the D.S.R. III South 24 Parganas in Book No. I, Volume No. 1603-2021 Pages 36256 to 36324, being No. 160301126, for the year 2021.

That singular shall mean plural, masculine shall mean feminine and vice versa.

NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement for Sale dated arrived by and between the parties hereto and in consideration of a sum of Rs./- (**Rupees**) only paid by the Purchaser to the Developer which includes the value of the proportionate share of land and cost of construction corresponding to the said flat/unit the receipt of which sum the Owners and the Developer hereby acknowledge to have received as per the Memo given below and the said Owners and Developer doth hereby grant, sale, convey, transfer, assign, assure unto the Purchaser free from all encumbrances the flat/unit specifically mentioned in second schedule hereunder written having one self contained flat having an area of **Sq.ft.** (super built up area) on the **Floor** (..... Side), Block '.....' marked ".....", consisting of (.....) bed rooms, 1 (one) sitting cum dining, (.....) toilets, 1 (one) kitchen, 1 (one) verandah, along with one car parking space of 135 Sft. mkd. '.....' situated on the ground floor, as per K.M.C. sanction plan together with undivided proportionate share of land corresponding thereto at premises No. **3, Jahura Bazar Lane, P.O. & P.S. Kasba, Ward No. 91, Kolkata – 700 042**, referred to as the "said flat/unit" in the said building including half the depth of the floor and ceiling of the said flat/unit with full ownership of all doors, windows, fittings, fixtures both sanitary and electrical, all internal partition walls of the "said flat/unit" and 50% of the walls in common with the adjacent flat/unit on the same level but not the floor above it **TOGETHER WITH** the right of use of the staircase the landings and proportionate right of common facilities, utilities, benefits and other appurtenances which is to be used as common between all the owners of the said building thereto which the said Developer has already constructed **TOGETHER WITH** all perpetual and irrevocable rights and benefits to use the common passage paths and other common parts/portions common amenities and common conveniences relating thereto (more fully and particularly described in the Third Schedule hereunder written) along with the other co-sharers of the said building for the beneficial use and enjoyment of the same and also the Purchaser

agreeing to comply with all the terms and conditions and stipulations as contained herein **AND** together with all easements quasi easements, rights, privileges more particularly described hereunder and the reciprocal easements, quasi-easements **AND ALSO** the reversion or reversions remainder or remainders and the rents, issues and profits thereof or howsoever otherwise the said flat/unit or any part thereof now are or is or at any time hereto before were or was situated tenanted, butted and bounded reputed called known numbered described or distinguished **TOGETHER WITH** those walls, yards, ways compound paths, passages, water, watercourse, sewerage, drain, trees, plants, advantages and ancient and other rights, lights, liberties, easement, profits privileges, advantages, appendages and appurtenances appertaining to the said flat/unit belonging to or any way appertaining whatsoever or with the same or any part thereof now or at any time therefore usually held used occupied or enjoyed or reputed therewith **TOGETHER WITH** all deeds documents writing vouchers or other evidence title relating to the said flat/unit or any part thereof all estate right title and interest use inheritance property possession benefit claims and demand whatsoever both at law and in equity of the Owners and the Developer unto or upon the said flat/unit or any part thereof **TO HAVE AND TO HOLD** the said flat/unit along with proportionate impartible undivided share in the said land corresponding to the said flat/unit hereby sold, conveyed, transferred to the Purchaser absolutely **AND THAT** the Developer doth hereby covenant and agree with the Purchaser that notwithstanding any act deed matter or thing hereto done executed or knowingly suffered whatsoever by them or any person lawfully or equitably claiming by from or through under or in trust for them made done commit or committed or intentionally suffered to the contrary both the Owners and the Developer now are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat/unit hereby sold, conveyed, assigned, assured and expressed so to be and every part thereof being perfect and indivisible estate or inheritance thereof without any manner or condition use trust or other thing whatsoever **AND** both the Owners and the Developer now have in themselves good right full power lawful and absolute authority to sell, convey, transfer, assign and assure the said flat/unit hereby sold, conveyed, transferred, assigned and assured and expressed so to be unto and to the use of the Purchaser jointly with all other Co-Purchasers subject to the Developer's rights reserved in the manner described herein free from all encumbrances, charges, liens, claims and demands whatsoever absolutely and for ever **AND** it shall be lawful for the Purchaser from time to time and at all times hereinafter peaceably and quietly possess, to enter upon and enjoy the said flat/unit as being described in the Second Schedule hereunder written for use and enjoyment

of the same and to get the benefit and receive rents issues and profits thereof without any suit lawful eviction interruption claim and demand whatsoever for or by them or by the Developer or by any person or persons lawfully or equitably claiming through under or in trust for them and **SUBJECT NEVERTHELESS** to the payment by the Purchaser of his proportionate share of all taxes common expenses other outgoings and dues now chargeable upon the same or which may hereafter become payable in respect thereof to the Government, Statutory Body or Bodies **AND THAT** the Purchaser undivided proportionate interest in the soil as fully described in the First Schedule hereunder written shall remain joint for all times with other co-owners who may hereafter or hereto before acquire have acquired right, title, interest in respect of other units and it is hereby declared that such interest in the said land is impartible and the Purchaser shall not have any claim or right of any nature in other units of the said building **AND THAT** the Purchaser shall maintain at his own cost the said flat/unit in the same good condition and state under which the same is delivered to him and shall abide by all laws, bye law, rules regulations of both the Government and statutory bodies and shall attend ensure and be responsible for all deviation, violation and breach of any of the conditions or laws or rules and regulations herein contained **AND THAT** the Purchaser shall not do or cause to be done any act, deed or thing whereby any of the drain, sewerage, pipeline, may be affected nor shall be entitled to in any way obstruct or cause to be obstructed the common passage, landing, staircase and other common areas nor store therein any rubbish or other materials goods or furniture nor shall cause to be done or committed to be done any act, deed or thing whereby the use and enjoyment of the common parts and common amenities and common convenience of the said building or put in any way prejudicially affected or vitiated **AND THAT** the Purchaser is free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Owners and the Developer or their predecessor in title and well and sufficiently saved defended and keep harmless and indemnified of from and against all manner or forms and other estate, right title interest liens charges and encumbrances whatsoever created made executed occasioned or suffered by or any of their predecessor in title or any person or persons lawfully or equitably or rightfully claiming by from or in trust for them **AND FURTHER** the Owners and all person having lawfully or equitably claiming any right title interest whatsoever from under or in trust for either or both of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do acknowledge and execute or cause and procured to be made, done executed all such further and other lawful and reasonable acts, deeds, things and assurances for further assuring the said flat/unit to the Purchaser as may be reasonably

required for better and perfectly assuring the said flat/unit as fully described in the second Schedule hereunder written and every part thereof unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of the deed **AND THAT** the Owners and the Developer or their legal successor or successors in office and/or representatives shall all times herein indemnify or keep indemnified the Purchaser or his heirs, executors, administrators, legal representatives and/or assigns if any defect in the title of the Owners or any breach of the covenant herein contained **AND FURTHER** the Purchaser shall have the following rights and/or obligations:

- i) The Purchaser shall take separate Electric Meter in his own name at his cost at an early date if not already obtained. The Purchaser shall pay charges for electricity to the Owners till he obtain meter. The Owners shall co-operate with the Purchaser for obtaining new meter.
- ii) The Purchaser shall has/have uninterrupted normal supply of Municipal Water from the underground reservoir through the overhead tank installed by having water lifted through Electric Motor and Pump. The Purchaser shall in case of any difficulty, shall have the right and/or liberty to approach the Developer or Association and the Developer or Association shall take necessary steps at the earliest to remove any complaint about water supply and ensure that normal water supply is restored provided such supply is not disturbed, stopped by the Kolkata Municipal Corporation and such other Statutory Authority for their own work.
- iii) The Purchaser shall have common right, title and interest in respect of the outside wall jointly with the other co-owners of the aforesaid building and shall not erect any construction in the outside wall of the unit save and except for repairing with prior approval of the Association nor shall do anything which might affect elevation of the building.
- iv) The Purchaser shall have right to have telephone connection at his own costs without any objection and the Developer hereby grant their consent for the same.
- v) The colour of the exterior walls in the entire building should be the same and can not be done separately by any of the Unit Owners including Purchaser.

vi) It is further clarified that any of the Unit Owners including Purchaser shall not keep and store any inflammable article in the premises except for domestic use.

vii) That the Unit will be used for residential purpose only.

viii) The sewerage system and other common user system shall continue as at present, and the Purchaser, Owners and other co-owners and their mens or masons shall have right to repair the same by entering into other co-owners/occupiers flat and /or portion of the building, during reasonable time, after giving reasonable notice to other flat Owners and obtaining permission.

ix) Over and above the aforesaid flat/unit the Purchaser shall also have proportionate right to use with the other flat/unit owners of the building in respect of the ultimate roof and other common areas like stair case, landing, lobby, lift etc. of the said building and also all other common facilities and/or common amenities installed therein.

x) The Purchaser agree to co-operate with the Developer and/or other co-owners of the aforesaid building in the management and maintenance of the common portion of the building and also for the purpose of formation of association to be formed through the Developer and to observe the rules and/or bye-laws to be framed from time to time of the proposed association.

xi) Until formation of the association, the Developer shall manage and maintain the common portions by itself or through its nominee or nominees in proper and decent manner and the Purchaser agreed to pay the proportionate share of such common expenses to the Developer including the deposit of any security money and/or sinking fund which is to be handed over by the Developer on formation of association.

xii) In case of installation of any generator, the Purchaser agree to pay or share proportionate cost of such installation of a generator as may be decided by the Developer and agreed not to raise any objection towards the same.

xiii) The Purchaser shall be entitled to mutate his name as owner and holder of the said flat/unit in the records of Kolkata Municipal Corporation.

xiv) The name of the building shall be “ **The Westwind Apartments** ”

THE FIRST SCHEDULE ABOVE REFERRED TO
(The Property)

ALL THAT piece and parcel of land hereditament and premises containing by estimation an area of 1 Bigha 13 Cottahas 11 Chittacks 5 sq. ft, be the same a little more or less as per actual measurement together with small brick-built building and/or Asbestos-shed structures 1500 Sqft standing thereon and/or on portion thereof situate lying and being Premises No. 3, Jahura Bazar Lane, P.O. and P.S. Kasba, Kolkata-700 042 comprised within R.S. No. 233, R.S. Dag Nos. 1353 and 1354 under R.S. Khatian No. 764, J.L No. 13, Sub-Registrar Office at Alipore, Pargana— Kolkata being Holding No. 51, Uluberia (previously known as 343, Ola Road), within Kolkata Municipal Corporation (previously Tollygunge Municipality) and butted and bounded in the manner following:

- ON THE NORTH** : By Pre Nos. 5, 6/B, 6/C, 7/3, 7/B, 7/A, Jahura Bazar Lane, Kolkata- 700042, thereafter passage.
- ON THE SOUTH** : By Pre. Nos. 3/1A, 3/1B, 3/1C, 3/1D, 3/1F & 3/1L, Jahura Bazar Lane, Kolkata- 700042, thereafter Common Passage.
- ON THE EAST** : By Passage.
- ON THE WEST** : By KMC Road.

THE SECOND SCHEDULE ABOVE REFERED TO
(SAID FLAT)

ALL THAT having one self contained flat having an area of **Sq.ft.** (super built up area) on the **Floor** (..... Side), Block ‘.....’ marked “.....”, consisting of (.....) bed rooms, 1 (one) sitting cum dining, (.....) toilets, 1 (one) kitchen, 1 (one) verandah, along with one car parking space of 135 Sft. mkd. ‘.....’ situated on the ground floor, as per

K.M.C. sanction plan of the building as per map or plan annexed hereto marked in red, lying erected at and upon the said **FIRST SCHEDULE** property together with the undivided proportionate share of land corresponding thereto along with the easement right of common areas amenities facilities, utilities, benefits and other appurtenances which is to be used as common between all the co-owners of the said building being premises No. 3, Jahura Bazar Lane, P.O. & P.S. Kasba, Kolkata - 700 042, within Ward No. 91, within the limits of The Kolkata Municipal Corporation.

THIRD SCHEDULE ABOVE REERRED TO
(COMMON RIGHTS AREAS AND/OR FACILITIES)

The common right to use and enjoy the entrances of the building for free ingress and egress to the corridors, staircase, staircase landings for free ingress and egress to the Flat/Unit, walls, boundary walls, water reservoir at the Ground Floor and overhead water tank and other common water supply pipes, pump, motor pump house, electric meter room, common meter and switch for water motor pump, lighting the common passage, sewerage along with other Flat owners and the ultimate roof of the building for the limited purpose of verifying and/or checking and/or repairing and/or maintenance for supply system of the overhead tank.

- I) The foundation column, beams, supports, corridor, lobbies, stair ways, lift entrance and exit path ways.
- II) Drainage pipes from the Units to the drains and sewer connection in the premises and from the premises to the main road.
- III) Water pump, underground and overhead water reservoir, water pipes and other common plumbing installation and space required thereto.
- IV) Meter with installation electric wiring for lighting stair case lobby and other common areas (excluding those as are installed for any particular unit) and space required thereto.
- V) Toilet (if any) on the ground floor of the premises for use of the security guards, caretakers of the premises.

- VI) Boundary walls of the premises including outside wall of the building and main gates.
- VII) Windows, Doors, Grills and other fittings for the common areas in the premises.
- VIII) Generator (if installed) its installation and expenses.
- IX) Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units as are required.
- X) The Developer will repair any defects which occur within one year from the date of issue of completion certificate by the K.M.C. at their own cost and expenses.

THE FOURTH SCHEUDLE ABOVE REFERRED TO
(Proportionate share relating to common expenses according to area)

1. The expenses as may be reasonably required for maintaining, repairing, re-decorating, painting etc. of the main structure, roof, rain water pipes, gutter, drains, sewerage and water reservoirs, overhead tank on roof, ferule, common water supply pipes, electric wires, pump and motor and other appliances and main entrance, passages, landings, staircase, boundary walls, main gate etc. of the said building as enjoyed and/or used by the Purchaser in common with the other occupants of the other Flats.
2. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening civil commotion etc.
3. All charges and deposits for supplies of common utilities including Generator (if installed).
4. Municipal taxes, multi-storied building tax if any, and other similar taxes save those separately assessed on the respective flats.

5. Costs and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidental costs.
6. Upon delivery of possession of the respective flats to the respective owners, the flat owners through the Owners shall form an Association for fixing maintenance charges for proper maintenance of the building within a reasonable time.
7. Litigation expenses of Association as may be necessary for protecting the right, title, possession of the land and the building.

FIFTH SCHEDULE AS REFERRED TO ABOVE
(Obligations and Restrictions)

1. To use and maintain the flat, the ultimate roof, drains, pipes and appurtenances thereto in good condition and not to cause any damages to structural stability of the building.
2. Not to cause or effect any damage to floor, ceiling and walls of the flat and roof.
3. No alteration at own choice in the elevation and colour scheme of outside of walls, doors, windows, verandah/balcony, to maintain visual uniformity of the building.
4. Not to store any hazardous or combustible items or any act causing nuisance and annoyance to other occupants and causing pollution of environment.
5. The maintenance of the entire building shall be done by Developer until formation of Association and Purchaser/s shall to pay all proportionate common expenses and other expenses, taxes and outgoings in terms of the this Deed to the Developer. The Purchaser shall to become a member of the Owners Association on its formation through the Developer and perform and comply with all rules, regulations or any procedure adopted for common interest and pay the fees that may be required.

6. The Purchaser shall permit the Owners or Owners Association their agents with or without workmen at all reasonable times to enter into and upon the flat/unit or any part thereof for the purpose of repairing, maintaining, rebuilding, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the flat/unit or other common areas of the building or to the occupiers of such flat/unit as the case may be who have defaulted in paying the share of the water, electricity and other charges. The Developer is not liable or answerable for payment of common expenses etc. as stated in this Deed any time for unsold areas.

- 7) The Purchaser shall not at any time cause any annoyance, inconvenience or disturbance or injury to the co-owners of the building by: -
 - a) Closing the lobbies; stairways, passages and parking spaces and other common areas.
 - b) Not to default in payment of any taxes or levies to be shared by the other owners of the Schedule "A" property or common expenses for maintenance of the building.
 - c) Using the flat/unit thereof for the purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - d) Not to throw any rubbish or used articles in Schedule "A" property other than in the Corporation Dustbin provided by the Corporation near the property.

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

SIGNED SEALED AND DELIVERED
by the VENDORS/OWNERS, PURCHASER/S
AND THE DEVELOPER
at Kolkata in presence of :

1.

OWNERS

2.

PURCHASER

DEVELOPER/CONFIRMING PARTY

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of **Rs./- (Rupees**) only being the total consideration money by the Owners which includes the value of the proportionate share of land and the cost of construction thereof corresponding to the said flat as per memo given below:

- | | |
|---------------------------------|-------|
| A. By cheque no., on | Rs. |
| Branch, dated | |
| B. By cheque no., on | Rs. |
| Branch, dated | |
| C. By cheque no., on | Rs. |
| Branch, dated | |
| D. By cheque no., on | Rs. |
| Branch, dated | |
| E. T.D.S @ 1% | Rs. |
| | <hr/> |
| | Rs. |
| | <hr/> |

(Rupees only)

WITNESSES :

(DEVELOPER/CONFIRMING PARTY)