

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of
.....in the year (.....)
of the Christian era in the City of Kolkata,

BETWEEN

SHIVAM ENTERPRIS
Manish Kumar
Part

(2)

1) MR. NISHI KANTA NASKAR (PAN NO. AECPN 8898R), son of Late Srinibas Naskar @ Chinibas Naskar, by faith Hindu, by Occupation Service, by Nationality Indian, **(2) MRS. LAXMI NASKAR, (PAN NO. BYXPN 4036K)**, wife of Late Jatindra Nath Naskar, by faith Hindu, by Occupation Housewife, by Nationality Indian, **(3) MR. SUDHIR NASKAR (PAN NO. BCFPN 3709R)**, son of Late Jatindra Nath Naskar, by faith Hindu, by Occupation Business, by Nationality Indian, **(4) MR. DILIP NASKAR (PAN NO. AUZPN 2158B)**, son of Late Jatindra Nath Naskar, by faith Hindu, by Occupation Business, by Nationality Indian, **(5) ARATI HALDER (PAN NO. AXOPH 8891B)**, wife of Madhab Halder, daughter of Late Jatin Naskar @ Jatindra Nath Naskar, all are residing at 61C, Dr. Girindra Sekhar Bose Road, Police Station Kasba, Post Office Tiljala, Kolkata-700 039, **(6) MRS. CHAYA RANI NASKAR (PAN NO AYQPN 6148J)**, wife of Late Lakshmi Kanta Naskar, by faith Hindu, by Occupation Housewife, by Nationality Indian, **(7) MR. UTTAM NASKAR (PAN NO. AEEP N 4623C)**, son of Late Lakshmi Kanta Naskar, by faith Hindu, by Occupation Business, by Nationality Indian, both are residing at 61C/1, Dr. Girindra Sekhar Bose Road, Police Station Kasba, Post Office Tiljala, Kolkata- 700 039, **(8) MRS TUMPA SARDAR, (PAN NO. JXEPS 1556K)**, daughter of Late Lakshmi Kanta Naskar, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at 110, Brij Purba Para, Srirampur, Garia, P.O. & P.S. Garia, Kolkata - 700084, represent by their legal constituted attorney namely **SHIVAM ENTERPRISE, (AEUFS0152D)** having its Office at 37/4F, Dr. G.S. Bose Road, Police Station Kasba, Post Office Tiljala Kolkata-700039, a Partnership firm represented by the Partners namely **(1) MANISH KUMAR SHAW (PAN NO. DIQPS1875E)**, son of Hira Lal Shaw, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 4D/11A, Dharmatala Road, , , Kolkata- 700039, P.S. Kasba, P.O. Tiljala, 24 Parganas (South), and**(2)BHUPESH CHANDRA MISHRA (PAN NO.AL RPM139C), (AADHAR NO.2830-1659-8222), (Phone No. 9831410236)**son of Late Shyam Narayan Mishra by faith Hindu, by Occupation Business, by Nationality Indian, residing at 157 Dr G S Bose Road Kolkata -700039, P.S-Kasba, P.O-

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Tiljala, (by virtue Development Power of Attorney, which was registered at D.S.R.III, West Bengal, and South 24 Parganas and recorded in Book No. I, Volume No. 1603-2022, Pages No. 458182 to 458204, Being No. 160313350 for the Year 2022) hereinafter called and referred to as the **“SELLER/VENDOR”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal representatives, successors, executors, administrators and/or assigns) of the **FIRST PART:**

AND

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.....
....., hereinafter called and referred to as the **"PURCHASER"** (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, legal representatives and assigns) of the **SECOND PART.**

AND

SHIVAM ENTERPRISE, (AEUFS0152D) having its Office at 37/4F, Dr. G.S. Bose Road, Police Station Kasba, Post Office Tiljala Kolkata-700039, a Partnership firm represented by the Partners namely **(1) MANISH KUMAR SHAW (PAN NO. DIQPS1875E), Aadhar No. (6960 1639 2552),(Phone No. 7003801405)**, son of Hira Lal Shaw, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 4D/11A, Dharmatala Road, Kolkata- 700039, P.S. Kasba, P.O. Tiljala, 24 Parganas (South), and **(2) BHUPESH CHANDRA MISHRA (PAN NO.AL RPM139C), (AADHAR NO.2830-1659-8222), (Phone No. 9831410236)**, son of Late Shyam Narayan Mishra by faith Hindu, by Occupation Business, by Nationality Indian, residing at 157 Dr G S Bose Road Kolkata -700039, P.S-Kasba, P.O-Tiljala, hereinafter called and referred to as the **"DEVELOPER/THIRD PARTY"** (Which term shall unless excluded by or repugnant to the context be deemed to include its successors - in - office, heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

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WHEREAS by a Bengali registered Partitioned Deed dated 16.03.1993, which was registered at A.D.S.R Alipore, 24 Parganas (South) and recorded in Book No. 1, Volume No. 70, Pages 301 to 310, Being No. 3767 for the year 1993, One Jatindra Nath Naskar, Lakshmi Kanta Naskar and Nishi Kanta Naskar, all are sons of Late Chinibas Naskar, partitioned their landed property of ALL THAT piece and parcel of Bastu Land total measuring about (4 Cottah 8 (Eight) Chittacks be the same a little more or less together with structures thereon comprised in Mouza Kasba, JL. No. 13, Touzi No. 145, R.S. No. 233, RS. Khatian No. 389, R.S. Dag No. 1613, under the jurisdiction of the Kolkata Municipal Corporation being Premises No. 61/C, Dr. Girindra Sekhar Bose Road Police Station Kasba Post Office Tiljala, Kolkata-700 039, District 24 Parganas (South).

AND WHEREAS among them Jatindra Nath Naskar (the deceased husband of First Party No. 2 herein and the deceased father of the First Party No 3, 4 and 5 herein) allotted separately exclusively and absolutely by the aforesaid registered partition deed dated 16.03.1993 ALL THAT piece and parcel of Bastu land measuring about 1 (one) Cottah 7 (Seven) Chittacks be the same a little more or less together with structures standing thereon out of the said 4 (Four) Cottahs 8 (Eight) Chittacks land comprised in Mouza Kasba, JL No. 13. Touzi No. 145, RS No. 233, RS. Khatian No. 389, R.S. Dag No. 1613, under the jurisdiction of the Kolkata Municipal Corporation being Premises No. 61/C, Dr. Girindra Sekhar Bose Road, Police Station Kasba, Post Office Tiljala, Kolkata-700 039, District 24 Parganas (South).

AND WHEREAS the said Jatindra Nath Naskar mutated his name with the record of the KMC and his name is recorded in the record of the KM.C. in respect of his allocated portion of land and structures and his portion was re assessed and re-numbered as Premises No. 61C, Dr. Girindra Sekhar Bose Road, Ward No. 67, Assessee No. 21 -067-11-0415-8, Police Station Kasba, Post Office Tiljala, Kolkata-700 039, District 24 Parganas (South)

AND WHEREAS Lakshmi Kanta Naskar (the deceased husband of the First Party No. 6 herein and the deceased father of the First Party No. 7 and 8 herein) allotted separately exclusively and absolutely by the aforesaid registered partition deed dated 16.03.1993 ALL THAT piece and parcel of

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Bastu land measuring about 1 (one) Cottah 4 (Four) Chittacks ("Lot- B) be the same a little more or less together with structures standing thereon out of the Said 4(Four Cottahs 8 (Eight) Chittacks land comprised in Mouza Kasba, J.L No. 13, Touzi No. 145, RS No. 233 RS Khatian No 389, RS. Dag No. 1613, under the jurisdiction of the Kolkata Municipal Corporation being Promises No 61/C. Dr. Girindra Sekhar Bose Road, Police Station Kasba, Post Office Tiljala, Kolkata - 700 039, District 24 Parganas (South)

AND WHEREAS the said Lakshmi Kanta Naskar mutated his name with the record of the KMC and his name is recorded in the record of the K.M.C. in respect of his allocated portion of land and structures and his portion was re assessed and re-numbered as Premises No. 61C/1. Dr. Girindra Sekhar Bose Road, Ward No 67, Assessee No 21-067-11-0730-5, Police Station Kasba, Post Office Tiljala, Kolkata-700 039, District 24 Parganas (South).

AND WHEREAS Nishi Kanta Naskar (the First Party No. 1 herein) allotted separately exclusively and absolutely the aforesaid registered partition deed dated 16.03.1993 ALL THAT piece and parcel of Bastu find measuring about 1 (one) Cottah 4 (Four) Chittacks ("Lot C ") be the same a little more or less together with structures standing thereon out of the said 4 (Four) Cottahs 8 (Eight) Chittacks land comprised in Mouza Kasba, J.L No. 13. Touzi No. 145, RS. No. 233, RS Khatian No. 389, R.S. Dag No. 1613, under the jurisdiction of the Y Municipal Corporation being Premises No. 61/C, Dr. Girindra Sekhar Bose Road, Police States, Post Office Tiljala, Kolkata-700 039, District 24 Parganas (South)

AND WHEREAS the said Nishi Kanta Naskar mutated his name with the record of the KMC and his name is recorded in the record of the KM.C. In respect of his allocated portion of land and structures and his portion was reassessed and re-numbered as Premises No. 61C/2. Dr. Girindra Sekhar Bose Road, Ward No. 67, Assessee No.21-067-11-0731-7, Police Station Kasba, Post Office Tiljala, Kolkata-700 039, District 24 Parganas (South)

AND WHEREAS the said Jatindra Nath Naskar died intestate on 01.03.2004 leaving behind him, his wife namely Laxmi Naskar (the First Party No. 2 herein), and two sons namely Sudhir Naskar and Dilip Naskar (the First Party No. 3 and 4 herein) and only daughter namely Arati Halder (the First

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Party No. 5 herein) as his legal heirs and representatives of his estate including the aforesaid property left by him.

AND WHEREAS the said Lakshmi Kanta Naskar died intestate on 16.01.2005 leaving behind him, his wife namely Chaya Rani Naskar (the First Party No. 6 herein), and one son namely Uttam Naskar, one daughter namely Tumpa Sardar (the First Party No. 7 and 8 herein) as his legal heirs and representatives of his estate including the aforesaid property left by him.

AND WHEREAS thereafter on the basis of an amicable settlement and desire between the First Party No. 1 and the First Party No. 2, 3, 4 and 5, they have hereto decided to exchange portions of their said land between themselves lawfully with their possession right, title, interest free from all encumbrances along with easement rights for better further enjoyment of the property in future.

AND WHEREAS by a registered Deed of Exchange dated 30.07.2019, which was registered at the Office at D.S.R. III, at Alipore and recorded in Book No. 1, Volume No. 1603-2019, Pages from 84841 to 84867, being No. 160302650, for the year 2019, the First Party No. 2, 3, 4 and 5 jointly hereby conveyed and exchanged ALL THAT piece and parcel of Bastu Land measuring more or less an area of undivided 1/2 (half) share i.e. 517. 5 Sqft, equivalent to 11 (eleven) Chittacks 22.5 (twenty two point five) Sqft. appurtenant land out of net land measuring 1 (One) Cottah 7 (Seven) Chittacks together with tiles shed structures measuring 250 Sqft, out of 500 Sqft, being Premises No. 61C, Dr. Girindra Sekhar Bose Road, Ward No.: 067, Assessee No. 21-067-11-0415-8, Police Station Kasba, Post Office Tiljala, Kolkata 700 039, District 24 Parganas (South) together with common easement rights and facilities attached thereto unto and in favour of the First Party No. 1 herein AND WHEREAS on the same deed the First Party No. 1 hereby conveyed and exchanged ALL THAT piece and parcel of Bastu Land measuring more or less an area of undivided 1/2 (half) share i.e. 450 Sqft, equivalent to 10 (ten) Chittacks appurtenant land out of net land measuring 1 (One) Cottah 4 (four) Chittacks together with tiles shed structures measuring 250 Sqft., out of 500 Sqft., being Premises No. 61C/2,

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Dr. Girindra Sekhar Bose Road, Ward No. 067, Assessee No. 21-067-11-0731-7, Police Station Kasba,

Post Office Tiljala, Kolkata-700 039, District 24 Parganas (South) together with common easement rights and facilities attached thereto unto and in favour of the First Party No. 2, 3, 4 and 5 herein.

AND WHEREAS thereafter the said First Party No. 1, 2, 3, 4 and 5 jointly amalgamated their property i.e. ALL THAT piece and parcel of Bastu Land measuring about 2 (Two) Cottahs 11 (Eleven) Chittacks be the same a little more or less together with 1000 Sqft, tiles shed structures standing thereon lying in and situated at Municipal Premises No. 61C/2, 61C, Dr. Girindra Sekhar Bose Road, Ward No. 067, Police Station Kasba, Post Office Tiljala, Kolkata-700039, District 24 Parganas (South) in the record of the Kolkata Municipal Corporation and the said entire property re-assessed and re-numbered as 61C, Dr. Girindra Sekhar Bose Road, Ward No. 067, Assessee No. 21-067-11-0415-8, Police Station Kasba, Post Office Tiljala, Kolkata-700 039, District 24 Parganas (South).

AND WHEREAS now on the basis of an amicable settlement and desire between the all Owners, Parties of First Part mention above they have hereto decided to amalgamation of their said land between themselves lawfully with their possession right, title, interest free from all encumbrances along with easement rights for better further enjoyment of the property in future as written fully in the Schedule (A) hereunder and described accordingly.

AND WHEREAS thereafter by a registered Deed of Amalgamation dated 11.04.2022 which was registered at the Office at D.SR. III, at Alipore and recorded in Book No. 1, Volume No. 1603-2022, Pages from 190762 to 190795, being No. 160305650, for the year 2022, the said all owners (Parties of First Part) have jointly amalgamated their property i.e. ALL THAT piece and parcel of Bastu Land measuring about 4 (Four) Cottahs 8 (Eight) Chittacks be the same a little more or less together with 500 Sqft, tali shed structures standing thereon lying in and situated at Municipal Premises No. 61C/1, 61C, Dr. Girindra Sekhar Bose Road, Ward No. 067, Police Station Kasba, Post Office Tiljala, Kolkata-700 039, District 24 Parganas (South) in the record of the Kolkata Municipal Corporation and the said entire property

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re-assessed and re-numbered as 61C, Dr. Girindra Sekhar Bose Road, Ward No. 067, Assessee No. 21-067-11-0415-8, Police Station Kasba, Post Office Tiljala, Kolkata-700 039, District 24 Parganas (South).

AND WHEREAS by Registered Development agreement dated 16-08-2022, which was registered at the Office at D.S.R. III, AT Alipore and recorded in Book NO.I, Volume No. 1603 - 2022, Pages from 442411 to 442478, being No. 160312851, for the year 2022 the said Owners authorized and empowered to the Developer to construct a G+III storied residential building upon 4 (Four) Cottahs 8 (Eight) Chittacks be the same a little more or less together with 500 Sqft, tales shed structures standing thereon comprised in Mouza Kasba, J.L. No. 13, Touzi No. 145, R.S. No. 233, R.S. Khatian No. 389, R.S. Dag No. 1613, under the jurisdiction of Kolkata Municipal Corporation being Municipal Premises No. 61C, Dr. Girindra Sekhar Bose Road, Ward No. 067, Assessee No. 21-067-11-0415-8, Police Station Kasba, Post Office Tiljala, Kolkata-700 039, District 24 Parganas (South), as per terms and conditions of the said agreement.

AND WHEREAS by a registered Power of Attorney dated 25.08.2022, which was registered at D.S.R.III, West Bengal, and South 24 Parganas and recorded in Book No. I, Volume No. 1603-2022, Pages No. 458182 to 458204, Being No. 160313350 for the Year 2022) the said Owners constitute, nominate and appoint the said Developer to construct the said building as per sanctioned plan and to sell, transfer, convey, dispose of the said property in whole or any part or portions thereof (the Developer's Allocation) to such any intending purchaser or purchasers.

AND WHEREAS the Vendor and the Developer sanctioned a building plan being sanctioned plan No. 2023070047, dated 03.05.2023, Borough No. VII sanctioned and approved by the Kolkata Municipal Corporation and the Developer will going to be construct a G+III-Storied building thereon as per K.M.C. sanctioned plan

AND WHEREAS the Vendor/developer now desire to sale / transfer / convey the schedule mentioned Self-contained residential Flat containing an Area measuring about 721 Sqft. More or less Including 25% super built area and

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proportionate share of stair case and Lift on the Second Floor (South - East Side) of the building, Consisting of Two Bed Rooms, Dining, Kitchen, Toilet, and Balcony together with undivided proportionate impartible shares of Land of the Premises No. 61C, Dr. Girindra Sekhar Bose Road, Ward No. 067, Assessee No. 21-067-11-0415-8, Police Station Kasba, Post Office Tiljala, Kolkata-700 039, District 24 Parganas (South),

more fully and particularly described in the Scheduled "B" below which is part of the "A" schedule property and has been in exclusive physical possession of the Vendor and the total consideration amount of Rs. 3200000/- (Rupees Thirty two lakh), Only free from all encumbrances only more fully and particularly described below in the Schedule "B" together with the proportionate share of land of the said premises which the Purchaser has agreed to purchase.

AND WHEREAS by an unregistered Agreement for sale dated, the Vendor herein through their Constituted Attorney and the Developer (the Developer/Confirming Party herein) have agreed to sale, transfer, conveyed and assigned and the Purchaser have agreed to purchase ALL THAT *one self-contained residential Flat, measuring about..... Sqft., super built area (mention in second schedule hereunder)on the Floor Eastern Side of the building together with undivided proportionate impartible shares of Land (mention in first schedule hereunder) at Premises No. 61C, Dr. Girindra Sekhar Bose Road, Ward No. 067, Assessee No. 21-067-11-0415-8, District 24 Parganas (South) and the total amount of said flat with car parking, Rs. only free from all encumbrances, more fully particularly shown in the map annexed herewith and marked with RED BORDER .*

AND WHEREAS the Vendor hereto declare and confirm their respective right, title, and interest in the said property and record the terms for sale and transfer of the said flat ALL THAT *one self-contained residential Flat, measuring about ALL THAT one self-contained residential Flat, measuring about Sqft., super built area (mention in second schedule hereunder)on theFloor Eastern Side of the building together with undivided proportionate impartible shares of Land (mention in first schedule hereunder) at Premises No. 61C, Dr. Girindra Sekhar Bose Road, Ward No. 067, Assessee No. 21-067-11-0415-8, District 24 Parganas (South) together with all common rights and facilities, CESC. Electric meter installing space more fully described in the Second Schedule which is part of the First Schedule hereunder written and more particularly shown in the map annexed herewith free from all encumbrances to the Purchaser.*

**NOW THIS DEED OF CONVEYANCE WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS**

In consideration of the Premises hereinbefore recited and of the several covenants and agreement hereinafter contained and on the part of the VENDOR, CONFIRMING PARTY and the **PURCHASER** to be performed and observed and further in consideration of the total sum of Rs.....only lawful money of the Union of India well and truly paid to the confirming party/developer in hand by the Purchaser on or before the execution of this presents (the receipt whereof the confirming party/developer doth hereby as well as by the receipt hereunder written admit and acknowledge of and the Vendor and confirming

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party/developer from the same and every part thereof, acquit, release and forever discharge the **PURCHASER** the proportionate impartible share in the land with all common rights and facilities attached thereto and also the said **SCHEDULE FLAT** constructed thereto and every part thereof intended to be conveyed) the Vendor doth hereby sell, transfer, assign, and convey or cause to sell, transfer, assign and convey and the Vendor doth hereby indefeasibly and absolutely grant, convey, assure, sell, assign, and transfer, free from all encumbrances, **ALL THAT SCHEDULE FLAT** measuring about 850 Sqft., *super built area (mention in second schedule hereunder) on the 2nd Floor Eastern Side of the building* Consisting of Three Bed Rooms, Dining , Kitchen , One Bath and privy , One Balcony and W.C., together with proportionate impartible share in the land with all common rights and facilities attached thereto located at the said scheduled premises, as more fully and particularly described in the Second Schedule hereunder appearing and more particularly Delineated in the Map or Plan annexed hereto and thereon shown RED BORDER OR HOWSOEVER OTHERWISE the said scheduled flat as described or at any time or times hereinafter were or was situated, butted, and bounded called, known, numbered, described and distinguished ALONGWITH half the depth in all joints above and between the floors and ceiling of the said Scheduled Flat mention below and with full and absolute ownership right over all fixtures, internal and external walls and also proportionate impartible share in the land and/or structure of part whereof the said Schedule Flat built and over the common parts specified in the third schedule hereinafter written and subject to the stipulations as contained under all other schedules hereinafter appearing

TOGETHER WITH RIGHT IN COMMON with other lawful purchasers or owners or occupants thereto to enjoy the common passage of the said new building, staircase, ways, pitches, sewers, ditches, drains, fences, boundaries, liberties, rights, privileges, easement right, other amenities and advantages together with the right, title, interest, claim and demand of the Vendor thereon and in respect of the said Schedule flat unto the use of the Purchaser **AND TO HAVE AND TO HOLD** the said schedule Flat and every part thereof granted, conveyed, assured, sold, assigned and transferred or expressed or intended as to be unto and to the use of the Purchaser his heirs, executors, administrators, and assigns absolutely and forever, free from all encumbrances, charges, liens, attachments, mortgages and/or liberties of any nature or sorts whatsoever AND the said Schedule Flat is free from all encumbrances, charges, liens, attachments, mortgages and/or liberties of any nature or sorts whatsoever AND that the Vendor shall and will at all times hereinafter at the request and cost of the Purchaser done and execute or causes to be done and execute all such acts, deeds, things for further better or more particularly assuring title of the said schedule flat and every part thereof into and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

1. The interest which the Vendor and the Developer do hereby transfer subsists and that they have full power and absolute authority to grant, convey, transfer, assign, and assure the said Flat with proportionate share of undivided land beneath the said flat and proportionate undivided share of land in the said stair-case, paths and passages in the said premises as stated above and specifically

hereby granted, conveyed, transferred, assigned and assured unto the Purchaser in the manner aforesaid.

2. That the Vendor and the Developer hereby declare that the said land on which the said building is being raised and constructed is free from all encumbrances, charges, attachments, liens and acquisition or requisition in any manner whatsoever.
3. It shall be lawfully for the Purchaser from time to time and at all times hereafter to enter into and upon and hold and enjoy the said Flat with un-divided prorate share of land at the said Premises and the said proportionate un-divided share of stair case, paths, and passages in the said building as stated above and every part thereof without any interruption, disturbances claim or demand whatsoever from or by the Vendor and the Developer or any person or persons claiming through under or in trust for them and that free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Vendor and the Developer well and sufficiently saves defended and kept harmless and indemnified of from and against all former and other estates, title, charges, troubles and encumbrance Whatsoever had made executed or suffered by the Vendor and the Developer or any other person or persons lawfully or equitably claiming.
4. That the said Flat with pro-rate share of un-divided land of the said premises and proportionate un-divided share of stair-case, paths and passages in the said building as stated above and every part thereof are free and discharge from and against any manner of encumbrances whatsoever.

5. That the Purchaser will be at liberty to use the roof and common portions of the schedule mentioned premises or benefits proposed jointly the Owners or other Flat Owners.
6. That the Vendor and the Developer, their heirs, executors, administrators, legal representatives and assigns further covenant that it shall and will from time to time at all times hereafter upon every reasonable request and at the cost of the Purchaser, their heirs, executors, administrators, legal representatives and assigns make, do or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly conveying and assuring the said flat and every part thereof with un-divided pro-rate share of land of the said Premises and the said proportionate un-divided share of stair-case, paths and passages in the said building as stated above and every part thereof unto the Purchaser in the manner aforesaid as shall or may be reasonably required.

That the Vendor and the Developer shall pay all Municipal rates and taxes and other claims in respect of the said property for the Entire period up to the date of handing over the possession of the said flat and the Purchaser Shall pay such Municipal rates and taxes from the date of delivery of such actual possession. That the Vendor and the Developer hereby declare that the said property upon which the said building is being raised and Constructed is free from all encumbrances, charges, attachment, lease or leases, acquisition, litigation whatsoever. The Vendor and the Developer further declare and confirm that the said building is being built in

accordance with the specification as detailed in the schedule in the best workman like manner and as per development agreement That the Purchaser shall have full and absolute proprietary rights such as the Vendor derive from his title save and except that of demolishing or committing waste in respect of the flat described in the Second Schedule in any manner so as to effect other Co-Owners who have already purchased and acquired or may hereinafter purchase or acquire similar property rights as conveyed by this conveyance.

7. That the Purchaser shall and will give the Co-owners/Occupiers of the other flats necessary vertical, horizontal and lateral support for their flats and also rights of way over all common road, stair-case, passages etc., as more fully and particularly described in the third schedule hereunder written.
8. That the Purchaser's undivided interest in the land or soil shall remain joint for all times with the Vendor and/or other Co-owners who may hereinafter
9. or hereto before have acquired title and interest in the said land and in the Flat at the building and the said undivided interest shall remain permanently impartible.
10. That the Purchaser's shall have unfettered right to mutate his name on the record of K.M.C. and also get his schedule Flat separately assessed as a separate unit on the records of K.M.C. or on the records of any other statutory, non-statutory or local body or bodies and the Vendor and the Developer shall extent all helps in this regard.

11. So long the floor space of the said schedule flat shall not be separately assessed for Municipal rates and taxes the Purchaser Shall pay a proportionate share of the said consolidated Municipal tax and Other levies assessed in respect of the said scheduled Flat from the date of the execution of the Deed of Sale to the Vendor.
12. The Vendor and the Developer shall have no right of pre-emption over the said scheduled Flat and the Purchaser shall have unfettered right to sell, mortgage, lease, let-out, transfer, assign and/or alienate the said scheduled Flat in any mode or manner whatsoever at his absolute discretion to any person or persons without reference to the Vendor and the Developer or to any other Occupier or Occupiers subject to the obligations and/or covenants as contained in this instruments.
13. The Purchaser's un-divided interest in the soil as more fully described in First Schedule hereunder written shall remain joint for all times with other Co-Owners who may hereinafter or hereto before have acquired right, title
14. and interest in the land and in any flat in the building, it being hereby declared that the interest in the soil is impartible.

The Purchaser shall have the absolute right to rectify, modify and alter the inside arrangements of the said schedule Flat provided such rectification, alteration and modification in any empire the main structure of the said scheduled premises and/or effect in any manner of mode the common partition wall and roof structure of the flats located just beneath and behind the said schedule Flat.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Showing the said Premises)

ALL THAT piece and parcel of Bastu Land measuring about 4 (Four) Cottahs 8 (Eight) Chittacks be the same a little more or less together with 500 Sqft, tali shed structures standing thereon comprised in Mouza Kasba, J.L. No. 13, Touzi No. 145, R.S. No. 233, R.S. Khatian No. 389, R.S. Dag No. 1613, under the jurisdiction of Kolkata Municipal Corporation being Municipal Premises No. 61C, Dr. Girindra Sekhar Bose Road, Ward No. 067, Assessee No. 21-067-11-0415-8, Police Station Kasba, Post Office Tiljala, Kolkata-700 039, District 24 Parganas (South), together with all right of easements, facilities and amenities annexed thereto, which is butted and bounded :-

ON THE NORTH: - 12 feet wide Road & other Premises.

ON THE SOUTH: - Premises No. 61A, Dr. Girindra Sekhar Bose Road.

ON THE EAST : - Premises No. 61D, Dr. Girindra Sekhar Bose Road.

ON THE WEST: - Other Premises.

SCHEDULE "B" THE FLAT UNDER AGREEMENT FOR SALE

ALL THAT one Self-contained residential Flat measuring about 721 Sqft. More or less including 25% super built area and proportionate share of stair case and Lift on the Second Floor Flat No. (South-East Side) of the building, Consisting of Two Bed Rooms, Dining, Kitchen, Toilet, and balcony together with undivided proportionate impartible shares of Land of the Premises No. 61C, Dr. Girindra Sekhar Bose Road, Ward No. 067, Assessee No. 21-067-11-0415-8, Police Station Kasba, Post Office Tiljala, Kolkata-700039, District 24 Parganas (South),, together with undivided proportionate share of land of the said premises with all rights of user of common space, passages, easements, and appurtenances thereto.

ON THE NORTH : - Common Passage of the building

ON THE SOUTH : -Common Passage of the building

ON THE EAST : - others flat and Staircase of the building

ON THE WEST : - Common Passage of the building

THE THIRD SCHEDULE ABOVE REFERRED TO

(Showing common areas, common parts, Common equipment, at the Schedule Premises).

The vacant spaces around the scheduled mentioned Premises. The spaces within the building comprised of ingress and egress of the said building, staircase, landing lobbies etc. That all installation for common service such as drainage of the building and also side walls, water supply and plumbing arrangements in the premises, electrical wiring, meter and fittings and fixtures at the meter box and other civil amenities, septic tank, of the premises. Reservoir in the Ground floor, reservoir on the roof on the top floor of the building, pump, meter, pipe lines and all other appurtenances and installations in the premises for common use. Septic tanks soak pits and sewerage, which are connected. Common roof right with the foundations, columns, beams, supports of the building. Boundary walls of the premises. All other facilities and amenities in the premises, which are intended for common use.

FOURTH SCHEDULE ABOVE REFERRED TO

(Showing Common expenses in respect of flat)

The expenses of maintaining, repairing, re-decorating, etc., of the main structure, rain water pipes etc., of the building tube-well if any, water pipes, sanitary pipes, gas pipes and electric pipes, wires and installations in under or upon the building as enjoyed or used by the Purchaser in common with the vendor and owner of the other flats and the main staircase, passages, landings and staircase of the floor.

(19)

IN WITNESS WHEREOF the parties hereto put their respective signatures and seals on the day, month, and the year first above written.

SIGNED SEALED & DELIVERED

At Kolkata in the presence of:-

1.

Signature of the Constituted Attorney of Vendors

2.

Signature of the Purchaser

Signature of the Developer/

Confirming Party

As per information and documents
Supplied to me and drafted by me,
Subhodeep Ghosh
Alipore Police Court kol-27
Enrollment no.1418/2018

MEMO OF CONSIDERATION

Received from within named Purchaser the within mentioned sum of Rs.
.....(..... and) only being the
full and final consideration amount.

SHIVAM ENTERPRIS
Manish Kumar
Part

**Signature of the Developer/
Confirming Party**