### DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the ..... Day of Two Thousand and Twenty-Four (2024).

#### BETWEEN

(1) SMT. SARITA AMITKUMAR DAS ALIAS SARITA DAS ALIAS SARITA GIRI, (PAN NO- AVQPG1145B) (AADHAAR NO. 440118783286), daughter of Mr. Tuhin Kanti Giri, by occupation - Housewife, by faith - Hindu, by Nationality -Indian, residing at Room No. 305, A -Wing, Ramchandra Niketan, Navghar Cross Road, Near Sai Mandir Sai Baba Nagar, Thane, Bhayander East, Thane, Maharashtra - 401105, (2) SMT. DIPA ROY CHOUDHURY, (PAN NO- AJJPR5616F) (AADHAAR NO. 976033013688), wife of Late Harinath Roy Choudhury & daughter of Late Samarendra Saha, by occupation – Housewife, by faith - Hindu, by Nationality - Indian, residing at AF 144/P-42, Rabindrapally, Krishnapur, P.O. Prafullakanan, P.S. Baguiati, Kolkata - 700101, District - North 24 Parganas, (3) DAPPS2715N) (AADHAAR NO-SAHA, (PAN SMT. KEYA 772227168822), wife of Mr. Shyamal Kanti Saha & daughter of Late Samarendra Saha, by occupation - Housewife, by faith - Hindu, by Nationality - Indian, residing at H.I.G.II-C, 10/8, Thakurpukur Housing Co-Operative, M.G. Road, P.O. R.C. Thakurani, P.S. Haridevpur, Kolkata - 700104, District - South 24 Parganas, (4) MR. PARTHA SAHA, (PAN NO- AMGPS1751C) (AADHAAR NO. 7314 08974393), son of Late Samarendra Saha, by occupation - Retired Person, by faith - Hindu, by Nationality - Indian, residing at 17/213/1, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District - North 24 Parganas and (5) CYMPS4664J) (AADHAAR NO-(PAN SAHA, SOMA 444120416257), wife of Mr. Tapas Kumar Nag & daughter of Late Samarendra Saha, by occupation - Housewife, by faith - Hindu, by Nationality - Indian, residing at Village & P.S. Ranaghat, Pincode - 741201, District - Nadia and (6) SMT. RIMA SAHA, (PAN NO- ASQPS5217B) (AADHAAR NO. 468231147415), wife of Mr. Sisir Das & daughter of Mr. Samarendra Saha, by occupation - Service, by faith -Hindu, by Nationality - Indian, residing at H.I.G.-2C-10/4, Thakurpukur Housing Estate, P.O. R.C. Thakurani, P.S. Haridevpur, Kolkata - 700104, District - South 24

FOUR WALLS CONSTRUCTION

Form

Partner

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Parganas, hereinafter called and referred to as the "LANDOWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, successors, representatives and assigns) of the FIRST PART.

The Owners herein duly represented by FOUR WALLS CONSTRUCTION, (PAN NO. AAGFF8441C), a partnership firm, having its registered office at 17/45, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District -North 24 Parganas, being represented by its Partners namely, (1) MR. SRIBAS DUTTA, (PAN NO- AHAPD4951G) (AADHAAR NO. 587760918564), son of Late Dasarathi Dutta, by occupation - Business, by faith - Hindu, by Nationality -Indian, residing at 17/22, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District - North 24 Parganas, (2) MR. PRABIR DUTTA, (PAN NO- AHAPD4952F) (AADHAAR NO. 451260490647), son of Late Dasarathi Dutta, by occupation – Business, by faith - Hindu, by Nationality – Indian, residing at 17/22, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District - North 24 Parganas, (3) MR. AMIT SAHA, (PAN NO- BFMPS2292Q) (AADHAAR NO. 259386102050), son of Mr. Govinda Chandra Saha, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 17/45, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District -North 24 Parganas and (4) MR. PARTHA SAHA, (PAN NO- FRSPS7557G) (AADHAAR NO. 697962424452), son of Mr. Swapan Saha, by occupation -Business, by faith - Hindu, by Nationality - Indian, residing at 17/71A, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District - North 24 Parganas, by virtue of Development Agreement with Development Power of Attorney on 10th Day of November, 2022, which was registered in the office of the Additional District Sub Registrar at Bidhan Nagar and recorded in Book - I, Volume Number 1504-2022, Page from 140323 to 140345, Being No. 150403247 for the year 2022.

#### AND

FOUR WALLS CONSTRUCTION, (PAN NO. AAGFF8441C), a partnership firm, having its registered office at 17/45, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District - North 24 Parganas, being represented by its Partners namely, (1) MR. SRIBAS DUTTA, (PAN NO- AHAPD4951G) (AADHAAR NO. 587760918564), son of Late Dasarathi Dutta, by occupation -Business, by faith - Hindu, by Nationality - Indian, residing at 17/22, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District - North 24 Parganas, (2) MR. PRABIR DUTTA, (PAN NO- AHAPD4952F) (AADHAAR NO. 451260490647), son of Late Dasarathi Dutta, by occupation - Business, by faith -Hindu, by Nationality - Indian, residing at 17/22, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District - North 24 Parganas, (3) MR. AMIT SAHA, (PAN NO- BFMPS2292Q) (AADHAAR NO. 259386102050), son of Mr. Govinda Chandra Saha, by occupation – Business, by faith - Hindu, by Nationality – Indian, residing at 17/45, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata – 700048, District – North 24 Parganas and (4) MR. PARTHA SAHA, (PAN NO- FRSPS7557G) (AADHAAR NO. 697962424452), son of Mr. Swapan Saha, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 17/71A, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, 24 hereinafter called as the North Parganas, District "DEVELOPER/CONFIRMING PARTY" (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include their heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

#### AND

[ if the Allottee is a company]	
(CIN No.) a company incorpor	ated under the provisions
of the Companies Act, [1956 or the Companies	Act, 2013 as the case may
be], having its registered office at	(PAN No)
represented by its authorized signatory, (Aadha	ar No) duly
authorized vide board resolution dated	, hereinafter referred to
as the "Allottee" (which expression shall unless	repugnant to the context

FOUR WALLS CONSTRUCTION

Partner

or meaning thereof be deemed to mean and include its successor-ininterest, and permitted assigns.)

[ OR ]
[if the Allottee is a Partnership]
— a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at
PAN No, represented by its authorized partner
(Aadhaar No) duly authorized vide hereinafter
referred to as the "Allottee" (which expression shall unless repugnant to
the context or meaning thereof he deemed to mean and include the
partners or partner for the time being of the said firm, the survivor or
survivors of them and their heirs, executors and administrators of the last
surviving partner and his/her/their assigns).
[ OR ]
[if the Allottee is an Individual]
Mr./Ms (Aadhaar No) son/ daughter of
aged about residing at (PAN No.
) hereinafter called the "Allottee" (which expression shall
unless repugnant to the context or meaning thereof be deemed to mean
and include his/her heirs, executors, administrators, successors-in-interest
and permitted assigns).
[ OR ]
[ if the Allottee is a HUF]
Mr (Aadhaar No) son of
aged about for self and as the Karta of the Hindu Joint
Mitakshara Family known as HUF, having its place of business / residence
at (PAN No) hereinafter referred to as the "Allottee"
(which expression shall unless repugnant to the context or meaning
thereof be deemed to mean the members or member for the time being

FOUR WALLS CONSTRUCTION

of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the THIRD PART.

#### WHEREAS:

- A. By virtue of a registered Deed of Conveyance duly registered on 8<sup>th</sup> day of October, 1963 at the office of the Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 111, Pages from 214 to 224, Being No. 7805 for the year 1963, one Gupta Brothers (Private) Limited by shares and incorporate under Indian Companies Act, 1913, having its registered office at 4, Clive Ghat Street, in the Town of Calcutta as mentioned the Vendor therein and for a consideration mentioned therein sold, transferred and conveyed in favour of Sri Harandra Chandra Debnath son of Late Jagabandhu Debnath, as the Purchaser mentioned therein ALL THAT a piece and parcel of Bastu land measuring an area of 8 Cottah, 9 Chittack more or less together with single storied brick built godown under Mouza Ultadanga, J.L. No. 26, Touzi No. 1298/2833, C.S. Khatian No. 27, R.S. Khatian No. 75, R.S. Dag No. 97, Dehi Panchanna Gram, Division II, Sub-Division VIII, Premises No. 17, Dakshindari Road, P.S. Dum Dum, Kolkata 700048, under South Dum Dum Municipality, Ward No. 35, under A.D.S.R. Bidhannagar, Salt Lake City, District North 24 Parganas.
- B. After purchasing aforesaid property the said Sri Haran Chandra Debnath became the owner in respect of ALL THAT ALL THAT a piece and parcel of Bastu land measuring an area of 8 Cottah, 9 Chittack more or less together with single storied brick built godown under Mouza Ultadanga, J.L. No. 26, Touzi No. 1298/2833, C.S. Khatian No. 27, R.S. Khatian No. 75, R.S. Dag No. 97, Dehi Panchanna Gram, Division II, Sub-Division VIII, Premises No. 17, Dakshindari Road, P.S. Dum Dum, Kolkata 700048, under South Dum Dum Municipality, Ward No. 35, under A.D.S.R. Bidhannagar, Salt Lake City, District North 24 Parganas.
- C. Thereafter, by virtue of a registered Deed of Conveyance duly registered on 14<sup>th</sup> Day of March, 1969 at the office of the Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 25, Pages from 272 to 277, Being No. 1417 for

FOUR WALLS CONSTRUCTION

the year 1969, the said Sri Harandra Chandra Debnath as mentioned the Vendor therein and for a consideration mentioned therein sold, transferred and conveyed in favour of Sri Samarendra Saha, son of Late Pyari Mohan Saha, as the Purchaser mentioned therein ALL THAT ALL THAT a piece and parcel of Bastu land measuring an area of 2 Cottah, 1 Chittack, 9 Sq. Ft. more or less under Mouza – Ultadanga, J.L. No. 26, Touzi No. 1298/2833, C.S. Khatian No. 27, R.S. Khatian No. 75, R.S. Dag No. 97, Dehi Panchanna Gram, Division – II, Sub-Division – VIII, Premises No. 17, Dakshindari Road, P.S. Dum Dum, Kolkata – 700048, under South Dum Dum Municipality, Ward No. 35, under A.D.S.R. Bidhannagar, Salt Lake City, District – North 24 Parganas.

- D. After acquiring the aforesaid property, the said Sri Samarendra Saha was in peaceful possession of the same by mutating his name in the local South Dum Dum Municipality and thereafter constructed a Two storied building on the said plot of land.
- E. Thereafter said Samarendra Saha died intestate on 19/03/1997 and our mother namely Basanti Saha also died before my father leaving behind their four daughters namely SMT. GOPA GIRI, SMT. DIPA ROY CHOUDHURY, SMT. KEYA SAHA, SMT. SOMA SAHA, SMT. RIMA SAHA and one son namely MR. PARTHA SAHA, as their legal heirs and successors as per Hindu Succession Act, 1956.
- F. The aforesaid SMT. GOPA GIRI, SMT. DIPA ROY CHOUDHURY, SMT. KEYA SAHA, SMT. SOMA SAHA, SMT. RIMA SAHA and MR. PARTHA SAHA inherited jointly under mentioned First Schedule property left by their aforesaid deceased father and mother as per the Hindu Succession Act, 1956.
- G. Thereafter, the SMT. GOPA GIRI died intestate on 19/03/2021 leaving behind her only daughter and her husband namely Smt. Sarita Amitkumar Das and Mr. Tuhin Kanti Giri respectively as her legal heirs and successors but as per Hindu Succession Act, 1956 her husband i.e. Mr. Tuhin Kanti Giri is not entitled to get any portion of the property of his deceased wife as such entire share of the property of the deceased GOPA GIRI has devolved on her daughter SMT. SARITA AMITKUMAR DAS.

FOUR WALLS CONSTRUCTION

A Partner

- H. The said SMT. SARITA AMITKUMAR DAS, SMT. DIPA ROY CHOUDHURY, SMT. KEYA SAHA, SMT. SOMA SAHA, SMT. RIMA SAHA and MR. PARTHA SAHA became the joint owners herein and seized and possessed of and sufficiently entitled to ALL THAT a piece and parcel of Bastu land measuring an area of 2 Cottah, 1 Chittack, 9 Sq. Ft. more or less under Mouza Ultadanga, J.L. No. 26, Touzi No. 1298/2833, C.S. Khatian No. 27, R.S. Khatian No. 75, R.S. Dag No. 97, Dehi Panchanna Gram, Division II, Sub-Division VIII, Premises No. 17, Dakshindari Road, P.S. Dum Dum, Kolkata 700048, under South Dum Dum Municipality, Ward No. 35, under A.D.S.R. Bidhannagar, Salt Lake City, District North 24 Parganas more fully and particularly described in the First Schedule hereunder written.
- I. By the above mentioned way SMT. SARITA AMITKUMAR DAS, SMT. DIPA ROY CHOUDHURY, SMT. KEYA SAHA, SMT. SOMA SAHA, SMT. RIMA SAHA and MR. PARTHA SAHA, the Landowners herein became the absolute Owners of the aforesaid landed property more fully described in the First Schedule below and duly mutated their names with the records of the South Dum Dum Municipality and paying taxes regularly and they lawfully seized and possessed the aforesaid property and enjoying the same without any interruption of others and the Landowners herein have the absolute right, title and interest over the aforesaid landed property and the same bears a good and marketable title.
- J. Thereafter, they decided among themselves to construct one multi-storied building over their said joint plot of land and for this intention they sanctioned a building plan from the South Dum Dum Municipality being Plan No. 341 dated 28.02.2022.
- K. The Landowners due to shortage of funds and lack of experience thinking that is not possible for them to complete the said construction work of said multi-storied building and as such they approached to one developer to construct the same over there said plot of land morefully and particularly described in the First Schedule herein below, consisting of several numbers of self contained and independent flats and in this regard appointed one Developer, FOUR WALLS CONSTRUCTION, (PAN NO. AAGFF8441C), a partnership firm, having its registered office at 17/45, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata 700048, District North 24 Parganas, being represented by its Partners namely, (1) MR. SRIBAS

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DUTTA, (PAN NO- AHAPD4951G) (AADHAAR NO. 587760918564), son of Late Dasarathi Dutta, by occupation - Business, by faith - Hindu, by Nationality -Indian, residing at 17/22, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District - North 24 Parganas, (2) MR. PRABIR DUTTA, (PAN NO- AHAPD4952F) (AADHAAR NO. 451260490647), son of Late Dasarathi Dutta, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 17/22, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District - North 24 Parganas, (3) MR. AMIT SAHA, (PAN NO- BFMPS2292Q) (AADHAAR NO. 259386102050), son of Mr. Govinda Chandra Saha, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 17/45, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District -North 24 Parganas and (4) MR. PARTHA SAHA, (PAN NO- FRSPS7557G) (AADHAAR NO. 697962424452), son of Mr. Swapan Saha, by occupation -Business, by faith - Hindu, by Nationality - Indian, residing at 17/71A, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District - North 24 Parganas to carry on construction of the said multi-storied building upon the said property of the Landowners and the Developer had also agreed with the said proposal of the Landowners.

L. Accordingly, the said Landowners/Owners herein entered into a registered Development Agreement dated 8th Day of August, 2022 with FOUR WALLS CONSTRUCTION, (PAN NO. AAGFF8441C), a partnership firm, having its registered office at 17/45, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata – 700048, District – North 24 Parganas, being represented by its Partners namely, (1) MR. SRIBAS DUTTA, (PAN NO- AHAPD4951G) (AADHAAR NO. 587760918564), son of Late Dasarathi Dutta, by occupation - Business, by faith - Hindu, by Nationality – Indian, residing at 17/22, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata – 700048, District – North 24 Parganas, (2) MR. PRABIR DUTTA, (PAN NO- AHAPD4952F) (AADHAAR NO. 451260490647), son of Late Dasarathi Dutta, by occupation – Business, by faith - Hindu, by Nationality – Indian, residing at 17/22, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata – 700048, District – North 24 Parganas, (3) MR. AMIT SAHA, (PAN NO-BFMPS2292Q) (AADHAAR NO. 259386102050), son of Mr. Govinda Chandra

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Partner

Saha, by occupation – Business, by faith - Hindu, by Nationality – Indian, residing at 17/45, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata – 700048, District – North 24 Parganas and (4) MR. PARTHA SAHA, (PAN NO-FRSPS7557G) (AADHAAR NO. 697962424452), son of Mr. Swapan Saha, by occupation – Business, by faith - Hindu, by Nationality – Indian, residing at 17/71A, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata – 700048, District – North 24 Parganas as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the Additional District Sub Registrar at Bidhan Nagar and recorded in Book – I, Volume Number 1504-2022, Page from 140115 to 140148, Being No. 150403236 for the year 2022.

M. By a registered Development Power of Attorney dated 8th Day of August, 2022, the said Owners herein have appointed FOUR WALLS CONSTRUCTION, (PAN NO. AAGFF8441C), a partnership firm, having its registered office at 17/45, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District -North 24 Parganas, being represented by its Partners namely, (1) MR. SRIBAS DUTTA, (PAN NO- AHAPD4951G) (AADHAAR NO. 587760918564), son of Late Dasarathi Dutta, by occupation - Business, by faith - Hindu, by Nationality -Indian, residing at 17/22, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District - North 24 Parganas, (2) MR. PRABIR DUTTA, (PAN NO- AHAPD4952F) (AADHAAR NO. 451260490647), son of Late Dasarathi Dutta, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 17/22, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District - North 24 Parganas, (3) MR. AMIT SAHA, (PAN NO- BFMPS22920) (AADHAAR NO. 259386102050), son of Mr. Govinda Chandra Saha, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 17/45. Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District -North 24 Parganas and (4) MR. PARTHA SAHA, (PAN NO- FRSPS7557G) (AADHAAR NO. 697962424452), son of Mr. Swapan Saha, by occupation -Business, by faith - Hindu, by Nationality - Indian, residing at 17/71A, Dakshindari Road, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District - North 24

Parganas as their lawful attorney to act behalf of them and the same was duly registered with the office of the Additional District Sub Registrar at Bidhan Nagar and recorded in Book — I, Volume Number 1504-2022, Page from 140323 to 140345, Being No. 150403247 for the year 2022.

- N. Thereafter as per terms and conditions of Development Agreement and Development Power of Attorney the Developer herein constructed Ground plus ......... storied Building according to the sanctioned Plan being Plan No. 341 dated 28.02.2022 issued by the South Dum Dum Municipality upon the said piece and parcel of land measuring about 2 (Two) Cottah, 1 Chittack, 9 Sq. Ft. more or less, more or less morefully and particularly described in the FIRST SCHEDULE hereunder written.
- O. As per the allocation and/or allotment of Development Agreement dated 8<sup>th</sup> Day of August, 2022, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the SECOND SCHEDULE hereunder written and/or given which is being part and parcel of FIRST SCHEDULE hereunder written and/or given and enjoying the right, title and interest thereof.
- P. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at KOLKATA on ...... under registration no. ......

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Partner

No. 97, at Municipal Holding No. 470, Dakshindari Road, being Municipal Premises No. 17/213/1, (old 17), Dakshindari Road, P.S. Lake Town, Kolkata – 700048, District – North 24 Parganas, under Ward No. 35, within the limits of the South Dum Dum Municipality hereinafter called and referred to as the "SAID FLAT" morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder at or for the total price and / or consideration of Rs. 00,00,000/-(Rupees......) only finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.

R. By an Agreement for Sale dated ..... the Owner/Vendor herein and the Developer herein have agreed to sell, transfer and convey ALL THAT one Flat, being Flat No. ....., on the ...... Floor (Flooring-\_\_\_\_), East facing of the Ground plus Three storied Building measuring an area of ...... Square Feet super built up area of the building in complete and habitable condition in all manner whatsoever Mouza - Ultadanga, J.L. No. 26, Touzi No. 1298/2833, C.S. Khatian No. 27, R.S. Khatian No. 75, R.S. Dag No. 97, at Municipal Holding No. 470, Dakshindari Road, being Municipal Premises No. 17/213/1, (old 17), Dakshindari Road, P.S. Lake Town, Kolkata - 700048, District - North 24 Parganas, under Ward No. 35, within the limits of the South Dum Dum Municipality morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder written TOGETHER WITH together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the PURCHASER herein for the agreed consideration of Rs. 00,00,000/-(Rupees.....) only and the same was duly confirmed by the said Developer herein.

## NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated ...... and in consideration of the payment of sum of Rs. 00,00,000/- (Rupees......) only

as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owner/Vendor and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein ALL THAT one residential Flat, being Flat No. ....., on the ...... Floor (Flooring-\_\_\_\_), ..... facing of the Ground plus ...... storied Building measuring an area of ..... Square Feet super built up area of the building in complete and habitable condition in all manner whatsoever lying and situated at lying and situated at Mouza - Ultadanga, J.L. No. 26, Touzi No. 1298/2833, C.S. Khatian No. 27, R.S. Khatian No. 75, R.S. Dag No. 97, at Municipal Holding No. 470, Dakshindari Road, being Municipal Premises No. 17/213/1, (old 17), Dakshindari Road, P.S. Lake Town, Kolkata -700048, District - North 24 Parganas, under Ward No. 35, within the limits of the South Dum Dum Municipality morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder TOGETHER WITH undivided proportionate share of LAND in the FIRST SCHEDULE hereunder and TOGETHER WITH other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building TOGETHER WITH ALL the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and ALL the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner/Vendor to the said piece of land and over the premises hereby conveyed and every part thereof TO HAVE AND TO HOLD the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owner/Vendor herein and Developer doth hereby covenants with the PURCHASER that:-

- The Owner/Vendor and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
- 2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner/Vendor and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
- 3. The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/Vendor and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Vendor and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
- 4. The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the THIRD SCHEDULE hereunder.
- 5. The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the FOURTH SCHEDULE hereunder.

FOUR WALLS CONSTRUCTION

And Sahe,

Partner

- The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
- 7. The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the FIFTH SCHEDULE hereunder.
- 8. The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner/Vendor or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
- The PURCHASER undivided proportionate interest in land is impartible in perpetuity.
- 10. The Owner/Vendor, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owner/Vendor or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.
- 11. The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

FOUR WALLS CONSTRUCTION

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

# THE FIRST SCHEDULE ABOVE REFERRED TO: (THE SAID PREMISES)

ALL THAT piece or parcel of a plot of Bastu land measuring an area of 2 (Two) Cottah, 1 Chittack, 9 Sq. Ft. more or less, lying and situated at Mouza – Ultadanga, J.L. No. 26, Touzi No. 1298/2833, C.S. Khatian No. 27, R.S. Khatian No. 75, R.S. Dag No. 97, at Municipal Holding No. 470, Dakshindari Road, being Municipal Premises No. 17/213/1, (old 17), Dakshindari Road, P.S. Lake Town, Kolkata – 700048, District – North 24 Parganas, under Ward No. 35, within the limits of the South Dum Dum Municipality, under Additional District Sub Registration Office at Cossipore, Dum Dum, West Bengal and the same is Butted and Bounded as follows:

ON THE NORTH: BY Lansdown Jute Mills' Land;
ON THE SOUTH: BY Plot No. 73, 3 Ft. width Road;
ON THE EAST: BY 6 Feet width Passage;
ON THE WEST: BY House of Pran Ballav Paul;

#### THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

**Flooring-\_\_\_\_\_\_), .........** facing of the Ground plus ......... storied Building namely "SWARNASHREE APARTMENT", measuring an area of ....... Square Feet super built up area consisting of ...... (......) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (......) Toilet and ..... (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land, lying and situated at Mouza – Ultadanga, J.L. No. 26, Touzi No. 1298/2833, C.S. Khatian No. 27, R.S. Khatian No. 75, R.S. Dag No. 97, at Municipal Holding No. 470, Dakshindari Road, being Municipal Premises No. 17/213/1, (old 17), Dakshindari Road, P.S. Lake Town, Kolkata – 700048,

FOUR WALLS CONSTRUCTION on ha

District – North 24 Parganas, under Ward No. 35, within the limits of the South Dum Dum Municipality.

## THE THIRD SCHEDULE ABOVE REFERRED TO:

## (Common Parts and Facilities)

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

## THE FOURTH SCHEDULE ABOVE REFERRED TO: (COMMON EXPENSES)

- All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
- 1. The salaries of all the persons employed for the said purpose.
- 2. All charges and deposit for suppliers of common facilities and utilities.
- 3. Municipality taxes, multi-storied building taxes, other outgoing saves those separately assessed on the respective Flat/unit.
- Cost and charges of establishment for maintenance for the building and for watch and ward staff.
- All litigation's expenses for protecting the title of the said land and building.
- All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
- 7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.

- 8. All expenses referred to above shall be proportionately borne by the copurchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
- For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
- 10.Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ 60 paise per sq. ft. as per occupied area monthly within 10<sup>th</sup> of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
- 11. Electrical expenses relating to operating water pump.

### THE FIFTH SCHEDULE ABOVE REFERRED TO:

(COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation
  or an portion thereof unless (s) such party shall have observed performed all
  to the and condition on their respective part to be observed and / or
  performed the proposed transferee shall have given a written undertaking to
  the terms and conditions hereof these presents and further that such
  transferee shall pay all and whatsoever shall be payable in relation to the
  area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.

FOUR WALLS CONSTRUCTION

Partner

Partner

- The respective allocation shall deep the interior walls sewers pipes and other
  fittings and fixtures and appurtenances and floor and ceiling etc. in each of
  their respective allocation in the building in good working conditions and
  repair and in particular so as not to cause any damage to the building or any
  other space or accommodation therein and shall keep the other of them and /
  or the occupation of the building indemnified from against the consequence
  of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and
  refuse to permit the same to be thrown or accumulate in or about the
  building or in the compound corridor or any other portion or portion of the
  building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

FOUR WALLS CONSTRUCTION

mat Saha,
Partner

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

## SIGNED SEALED AND DELIVERED

by the **VENDORS** at Kolkata in the presence of :

1.

2.

SIGNATURE OF THE VENDORS

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

1.

2.

FOUR WALLS CONSTRUCTION

Partner

SIGNATURE OF THE DEVELOPER

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

1.

SIGNATURE OF THE PURCHASER

## DRAFTED BY:

Advocate

High Court, Calcutta.

Enl. No.

## RECEIPT

RECEIVED from the within named PURCHASER the within mentioned s	um of Rs
00,00,000/- (Rupees) only by way of total cor	sideration
money as per Memo below :-	

	MEMO OF CONSIDERATION							
Cheque No.	Date	Bank &	Branch N	ame	Amo	unt		
						9		
			÷	_				
				Total -	Rs.00,00	,000/-		
(Rupees	) only							
SIGNATURE OF THE WI	TNESS							
1.								
			FOUR WA	LLS CC	ONSTRUC	TION		

2.

SIGNATURE OF THE DEVELOPER