

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of August, in the year Two Thousand Twenty Three (2023)

BETWEEN

SMT. APARNA BISWAS, having PAN AHVPB9884H and Aadhaar No.355400740943 wife of Sri Prasanta Biswas, by faith - Hindu, by occupation - Housewife, residing at 664, Baishnabghata Patuli, P.O.-Garia, Police Station – Patuli, Kolkata- 700084, District South 24-Parganas, hereinafter called and referred to as the **“OWNER/VENDOR”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her legal heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART** : Represented by her Constituted Attorney **“M/S. TARUNEMA CONSTRUCTION,”** a proprietorship firm having its place of Business at 112 C, Selimpur Road, P.O.- Dhakuria, P.S. Jadavpur, Kolkata- 700031, represented by its sole Proprietor **SRI NEMAI DUTTA**, having PAN AESPD5867N, and Aadhar No. 7829 0492 7812, son of Late Gopi Mohan Dutta, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 112C, Selimpur Road, P.O.- Dhakuria, P.S. Lake, Kolkata-700031, by way of registered Power of Attorney dated 29/09/2021, which was duly registered in the Office at D.S.R.-III, at Alipore, South 24-Parganas, recorded in Book No.I, Volume No. 1603-2021, Pages from 241307 to 241325, Deed No. 08731, for the year 2021.

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I/WE, having PAN, having Aadhaar No., son of, by

occupation –, by Nationality – Indian, Address, P.O..... & P.S. –, Kolkata – 7000 , District South 24-Parganas, hereinafter called and referred to as the **“PURCHASER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, legal representatives and assigns) of the

SECOND PART :

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“M/S TARUNEMA CONSTRUCTION,” a proprietorship firm having its place of Business at 112 C, Selimpur Road, P.O.- Dhakuria, P.S. Jadavpur, Kolkata- 700031, represented by its sole proprietor **SRI NEMAI DUTTA**, having PAN AESPD5867N, and Aadhar No. 7829 0492 7812, son of Late Gopi Mohan Dutta, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 112C, Selimpur Road, P.O.- Dhakuria, P.S. Lake, Kolkata- 700031, hereinafter called and referred to as the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the subject or context include its successors, successor-in-office, legal representatives and assigns) of the **THIRD PART :**

WHEREAS one Sri Mihir Kumar Chakraborty was the sole and absolute owner of ALL THAT piece and parcel of land measuring about 49.5 decimals, lying and situated at Mouza – Nayabad, J.L. No. 25, Touzi No. 5 and 56, comprising in R.S. Dag No. 90, appertaining to R.S. Khatian No. 104 and 147/1, P.S. formerly Kasba now Purba Jadavpur, District formerly 24-Parganas now South 24-Parganas, by way of registered Sale Deed, which was duly registered in the office at District Sub-Registrar at Alipore, recorded in Book No. I, Volume No. 264, Pages 83 to 87, Deed No. 7061, for the year 1980.

AND WHEREAS while seized and possessed of said land, said Sri Mihir Kumar Chakraborty sold, conveyed and transferred ALL THAT piece and parcel of land measuring about 7 Cottahs out of said 49.5 Decimals land, situated at Mouza – Nayabad, J.L. No. 25, Touzi No. 5 and 56, comprising in R.S. Dag No. 90, appertaining to R.S. Khatian No. 104 and 147/1, in favour of (1) Sri Sushanta Dutta, son of Late Sudhangshu Ranjan Dutta, and (2) Smt. Sangita Dutta, wife of Sri Sushanta Dutta, against a valuable consideration mentioned therein, by way of registered Sale Deed, and the said sale deed was duly registered in office at A.D.S.R. Sealdah, recorded in Book No. I, Deed No. 1713, for the year 1996.

AND WHEREAS said Sushanta Dutta and Smt. Sangita Dutta became the joint owners of said land measuring about 7 Cottahs, situated at Mouza – Nayabad, J.L. No. 25, Touzi No. 5 and 56, comprising in R.S. Dag No. 90, appertaining to R.S. Khatian No. 104 and 147/1, P.S. formerly Kasba now Purba Jadavpur, within the Municipal limits of the Kolkata Municipal Corporation, and had paid rent upto Bengali Sal 1412, to B.L. & L.R.O. and they also got their names mutated in the record of the Kolkata Municipal Corporation and said property is separately assessed as Municipal Premises No. 2220, Nayabad, Ward No. 109, District South 24-Parganas.

AND WHEREAS by virtue of Indenture of Deed of Conveyance dated 12/08/2006 between 1) Sri Sushanta Dutta, son of Late Sudhangshu Ranjan Dutta, and (2) Smt. Sangita Dutta, wife of Sri Sushanta Dutta, described therein as the Vendors of the One Part and Smt. Aparna Biswas, wife of Sri Prasanta Biswas described therein as the Purchaser of the Other Part, and therein the said Vendors sold, transferred and conveyed all that piece of land measuring 7 Cottahs be the same a little more or less, situated at Mouza – Nayabad, J.L.

No. 25, Touzi No. 5 and 56, comprising in R.S. Dag No. 90, appertaining to R.S. Khatian No. 104 and 147/1, Municipal Premises No. 2220, Nayabad, Ward No. 109, District South 24-Parganas, in favour of the said Purchaser namely Smt. Aparna Biswas, the said Deed was duly registered on the even date in the office of the D.S.R.-III, Alipore and recorded in Book No. I, Volume No. 18, Pages 6003 to 6015, Being No. 07417, for the year 2006.

AND WHEREAS while seized and possessed of said land, said Sri Mihir Kumar Chakraborty sold, conveyed and transferred ALL THAT piece and parcel of land measuring about 3 Cottahs out of said 49.5 Decimals land, situated at Mouza – Nayabad, J.L. No. 25, Touzi No. 5 and 56, comprising in R.S. Dag No. 90, appertaining to R.S. Khatian No. 104 and 147/1, in favour of Sri Sushanta Dutta, son of Late Sudhangshu Ranjan Dutta, against a valuable consideration mentioned therein, by way of registered Sale Deed, and the said sale deed was duly registered in office at D.S.R. at Alipore, recorded in Book No. I, Deed No. 2877, for the year 1997.

AND WHEREAS said Sushanta Dutta became the sole and owner of said land measuring about 3 Cottahs, lying and situated at Mouza – Nayabad, J.L. No. 25, Touzi No. 5 and 56, comprising in R.S. Dag No. 90, appertaining to R.S. Khatian No. 104 and 147/1, P.S. formerly Kasba now Purba Jadavpur, within the Municipal limits of the Kolkata Municipal Corporation, and he had paid rent upto Bengali Sal 1412, to B.L. & L.R.O. and he also got his name mutated in the record of the Kolkata Municipal Corporation and said property is separately assessed as Municipal Premises No. 2292, Nayabad, Ward No. 109, District South 24-Parganas.

AND WHEREAS by virtue of Indenture of Deed of Conveyance dated 12/08/2006 between Sri Sushanta Dutta, son of Late Sudhangshu Ranjan Dutta, described therein as the Vendor of the One Part and Sri Prosenjit Biswas, son of Sri Prasanta Biswas described therein as the Purchaser of the Other Part, and therein the said Vendor sold, transferred and conveyed all that piece of land measuring 3 Cottahs be the same a little more or less, situated at Mouza – Nayabad, J.L. No. 25, Touzi No. 5 and 56, comprising in R.S. Dag No. 90, appertaining to R.S. Khatian No. 104 and 147/1, Municipal Premises No. 2292, Nayabad, Ward No. 109, District South 24-Parganas, in favour of the said Purchaser namely Sri Prosenjit Biswas, the said Deed was duly registered on the even date in the office of the D.S.R.-III, Alipore and recorded in Book No. I, Volume No. 18, Pages 5991 to 6002, Being No. 07416, for the year 2006.

AND WHEREAS by purchase of the aforesaid two Deeds of Purchase dated 12/08/2006, vide Book No.I, Deed No. 7417 and another Book No. I, Deed No. 7416, said Smt. Aparna Biswas, wife of Sri Prasanta Biswas became the sole and absolute owner of ALL THAT piece and parcel of land measuring about 7 Cottahs, lying and situated at Mouza – Nayabad, J.L. No. 25, Touzi No. 5 and 56, comprising in R.S. Dag No. 90, appertaining to R.S. Khatian No. 104 and 147/1, P.S. formerly Kasba now Purba Jadavpur, within the Municipal limits of the Kolkata Municipal Corporation, and he had paid rent upto Bengali Sal 1412, to B.L. & L.R.O. and he also got his name mutated in the record of the Kolkata Municipal Corporation and said property is separately assessed as **Municipal Premises No. 2220, Nayabad, Ward No. 109,** and Sri Prosenjit Biswas became the sole and absolute owner of ALL THAT piece and parcel of land measuring about 03 Cottahs, lying and situated at Mouza – Nayabad, J.L. No.

25, Touzi No. 5 and 56, comprising in R.S. Dag No. 90, appertaining to R.S. Khatian No. 104 and 147/1, P.S. formerly Kasba now Purba Jadavpur, within the Municipal limits of the Kolkata Municipal Corporation, and he had paid rent upto Bengali Sal 1412, to B.L. & L.R.O. and he also got his name mutated in the record of the Kolkata Municipal Corporation and said property is separately assessed as Municipal Premises No. 2292, Nayabad, Ward No. 109, Kolkata – 700094, District South 24-Parganas, each respectively, totalling 10 (ten) Cottahs more or less.

AND WHEREAS the aforementioned two properties were contiguous to each other aggregating 10 Cottahs 00 Chittaks 00 sq.ft. be the same a little more or less belonging to the parties and they intended to amalgamate the said properties into a single property.

AND WHEREAS by an indenture of Deed of Exchange-cum-Amalgamation made on 01/02/2016 between Smt. Aparna Biswas, wife of Sri Prasanta Biswas, described therein as the party of the First Part and Sri Prosenjit Biswas, son of Sri Prasanta Biswas described therein as the party of the Second Part, the said Owners mutually amalgamated their said properties by way of exchange of undivided 50% share of their respective properties to each other and the said Deed of Exchange-cum-Amalgamation was registered in the office of the District Sub-Registrar-V, at Alipore and recorded therein Book No. I, Pages 8172 to 8195, Being No. 00279, for the year 2016.

AND WHEREAS after amalgamation of the said properties as aforesaid the owners Smt. Aparna Biswas and Sri Prosenjit Biswas became the joint owners and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said total land measuring about 10 Cottahs 00 Chittak 00 Sq.ft. be the same a little

more or less, lying and situated at Municipal Premises No. 2220, Nayabad, under Ward No. 109, Kolkata – 700094, P.S. – Purba Jadavpur, and Municipal Premises No. 2292, Nayabad, under Ward No. 109, Kolkata – 700094, P.S. – Purba Jadavpur respectively.

AND WHEREAS the above mentioned the said (1) Smt. Aparna Biswas and (2) Sri Prosenjit Biswas became the joint owners of the total land measuring about 10 Cottahs 00 Chittak 00 Sq.ft. be the same a little more or less, and for their better enjoyment executed and registered Deed of Partition dated 20/02/2020 amongst themselves by meet and bound the said property and the deed was registered in the office of Additional Registered of Assurances-IV, at Kolkata and entered in Book No. I, Volume No. 1904-2020, Pages 95786 to 95816, Being No. 01623, for the year 2020 and as per the said Deed of Partition, the said Smt. Aparna Biswas was allotted and got a land measuring about 07 Cottah 00 Chittaks 00 sq. ft. situated at Mouza – Nayabad, J.L. No. 25, Touzi No. 5 and 56, comprising in R.S. Dag No. 90, appertaining to R.S. Khatian No. 104 and 147/1, P.S. formerly Kasba now Purba Jadavpur, P.S.- Kasba now Purba Jadavpur, within the Municipal limits of the Kolkata Municipal Corporation, being Municipal Premises No. 2220, Nayabad, under Ward No. 109, Kolkata – 700094, P.S. – Purba Jadavpur, within the jurisdiction of District South 24-Parganas, which is described therein in the Second Schedule of the said Partition Deed, and Sri Prosenjit Biswas was allotted and got a land measuring about 03 Cottah 00 Chittaks 00 Sq. ft. situated at Mouza – Nayabad, J.L. No. 25, Touzi No. 5 and 56, comprising in R.S. Dag No. 90, appertaining to R.S. Khatian No. 104 and 147/1, P.S. formerly Kasba now Purba Jadavpur, P.S.- Kasba now Purba Jadavpur, within the Municipal limits of the Kolkata Municipal Corporation, being Municipal

Premises No. 2292, Nayabad, Ward No. 109, Kolkata – 700094, which is described therein in the Third Schedule of the said Partition Deed.

AND WHEREAS by virtue of said Deed of Partition dated 20/02/2020, said Smt. Aparna Biswas, the Owner/Vendor i.e. the party of the First Part herein become sole and absolute owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said land measuring about 07cottahs 00 Chittak 00 Sq. Ft. be a little more or less, lying and situated at Mouza – Nayabad, J.L. No. 25, Touzi No. 5 and 56, comprising in R.S. Dag No. 90, appertaining to R.S. Khatian No. 104 and 147/1, P.S. formerly Kasba now Purba Jadavpur, within the Municipal limits of the Kolkata Municipal Corporation Ward No. 109, and mutated her name in the records of the Kolkata Municipal Corporation for the said land measuring 07cottahs 00 Chittak 00 Sq. Ft. be a little more or less, lying and situated at Mouza – Nayabad, J.L. No. 25, Touzi No. 5 and 56, comprising in R.S. Dag No. 90, appertaining to R.S. Khatian No. 104 and 147/1, within the Municipal limits of the Kolkata Municipal Corporation, being known as **Municipal Premises No. 2220, Nayabad, under Ward No. 109, Kolkata – 700094, P.S. – Purba Jadavpur, District South 24-Parganas**, more fully and particularly described in the First Schedule hereunder written and has been enjoying the same by mutating her name with the records of the Kolkata Municipal Corporation under K.M.C. **Assessee No.-31-109-08-2220-6**, and she started to enjoy the same by paying all taxes regularly thereof.

AND WHEREAS accordingly the aforesaid Smt. Aparna Biswas, the Owner/Vendor i.e. the party of the First Part herein intend to develop the aforesaid her First Schedule property for the purpose of

development of the said property, more fully described in the First Schedule hereunder written.

AND WHEREAS after coming to know the said intention of the Owner/Vendor i.e. the party of the First Part herein, the aforesaid Developer namely M/S. TARUNIMA CONSTRUCTION i.e. the party of the Third Part herein proposed an offer to develop the said First Schedule property hereunder written at the cost and expenses of the Developer i.e. the party of the Third Part herein and in such a manner as to serve the purpose of the Owner/Vendor i.e. the party of the First Part herein, in terms of their requirement entered into a registered Development agreement dated 29/09/2021, under certain term and condition mentioned therein.

AND WHEREAS the said registered Development Agreement dated 29/09/2021 has been duly executed and registered before the office of the D.S.R.-III, Alipore, South 24-Parganas, and duly recorded in Book No.I, Volume No. 1603-2021, Pages from 241260 to 241294, Deed No. 08681, for the year 2021.

AND WHEREAS subsequently the aforesaid Owner/Vendor i.e. the party of the First Part herein provided a registered Development Power of Attorney dated 29/09/2021 unto and in favour of **M/S. TARUNIMA CONSTRUCTION**, the Developer i.e. the party of the Third Part herein, the said Power of Attorney has been duly executed and registered before the office of the D.S.R.-V, Alipore, South 24-Parganas, and duly recorded in Book No.I, Volume No. 1603-2021, Pages from 241307 to 241325, Deed No. 08731, for the year 2021, for the purpose smooth progress of the proposed construction work of the building over the said land of the First Schedule property hereunder written.

AND WHEREAS accordingly the aforesaid Developers namely **M/S. TARUNIMA CONSTRUCTION**, i.e. the party of the third part herein, on the basis of the aforesaid registered Development Agreement dated 29/09/2021, and the registered Power of Attorney dated 29/09/2021 respectively got the sanctioned Building Plan from the Kolkata Municipal Corporation, vide Sanction Plan No. 2020100106, dated 22/12/2020, in respect of the a G+IV storied building and started the proposed G+IV storied building work over the said land of the First Schedule property hereunder written.

AND WHEREAS the Developer i.e. the party of the Third Part herein, holds absolute right to sign, execute and register the Deed of Conveyance in favour of the prospective purchaser or purchasers of flats and car parking spaces regards of Developer's Allocation, being the Constituted Attorney of the Owner/Vendor's property i.e. the First Schedule herein written, save and except the Owners' share allotted in the said property in terms of the said registered Development Agreement dated 29/09/2021.

AND WHEREAS accordingly in terms of the said registered Development Agreement dated 29/09/2021, the said Owner/Vendor i.e. the party of the First Part herein and the said Developer i.e. the Party of the Third Part herein declared to sell of a self contained flat, having **super built up area** **sq.ft.** be the same a little more or less, consisting of..... bed rooms, kitchen, dining, toilet, W.C. and balcony on the **Floor,** side of the said building, along with one **Car Parking space Ground floor** measuring about **sq.ft.** more or less at common parking area in the properly demarcated and having opening in all sites of the said building, more fully described in the **Second Schedule** hereunder written, together with undivided

proportionate share on the ground land of the First Schedule property, along with common areas and facilities available in the said building, morefully described in the Third Schedule hereunder written out of Developer's allocated share, lying and situated at **Municipal Premises No. 2220, Nayabad, under Ward No. 109, Kolkata - 700094, P.S. - Purba Jadavpur, District South 24-Parganas**, at and for a total consideration price of **Rs.** (**Rupees**) only being the highest market price of the locality.

AND WHEREAS accordingly the Purchaser i.e. the party of the Second Part herein, being satisfied about the right, title, claim and interest of the Owner/Vendor i.e. the party of the First Part herein being agreed to purchase the aforesaid self contained flat, having **super built up area** **sq.ft.** be the same a little more or less, consisting of bed rooms, kitchen, dining, toilet, W.C. and..... balcony on the..... **Floor**,-..... side of the said building, along with one covered **Car Parking space** measuring about **sq.ft.** more or less at common parking area in the **Ground Floor** properly demarcated and having opening in all sites of the said building, more fully described in the **Second Schedule** hereunder written, together with undivided proportionate share on the ground land of the First Schedule property, along with common areas and facilities available in the said building, morefully described in the Third Schedule hereunder written out of Developers' allocated share, lying and situated at **Municipal Premises No. 2220, Nayabad, under Ward No. 109, Kolkata - 700094, P.S. - Purba Jadavpur, District South 24-Parganas**, at and for a total consideration of **Rs.** (**Rupees**) only for the purpose of purchasing the aforesaid flat in question.

AND WHEREAS accordingly the aforesaid Purchaser i.e. the party of the second part herein has paid the entire total consideration amount amounting to **Rs. (Rupees)** only to the said developer namely **M/S. TARUNIMA CONSTRUCTION**, i.e. the party of the third part herein, time to time as per Memo of consideration hereunder written.

NOW THIS INDENTURE WITNESSES that in pursuance of the said verbal purchase agreement dated 11th day of December, 2022, and in consideration of the said sum of **Rs. (Rupees)** only of the lawful money of the Union of India paid to the i.e. the party of the third part herein, by the Purchaser as per Memo of Consideration hereunder written, well and to be paid in hand by the Purchaser on or before the execution of these presents (the receipt whereof the Developer doth hereby as well as by the receipt as per Memo of Consideration hereunder written admit and acknowledge and of and from the same and every part thereof acquit release and forever discharge the Purchaser as also the said flat/unit and car parking space hereditaments, tenements and premises and every part thereof) she the Owner/Vendor i.e. the party of the first part herein and the Developer i.e. the party of the third part herein, doth hereby absolutely and indefeasibly grant, convey, assure, assign sell and transfer unto and to the use of the Purchaser forever **ALL THAT** piece and parcel of a self contained Flat, having **super built up areasq.ft.** be the same a little more or less, consisting of bed rooms, kitchen, dining, ... toilet, W.C. and one balcony on the **Floor,-.....** side of the said building, along with one covered **Car Parking space** measuring about **sq.ft.** more or less at common parking area in the

Ground Floor properly demarcated and having opening in all sites of the said building, more fully described in the **Second Schedule** hereunder written, together with undivided proportionate share on the ground land of the First Schedule property herein below, along with the common areas and facilities available in the said building more fully described in the Third Schedule hereunder written, lying and situated at **Municipal Premises No. 2220, Nayabad, under Ward No. 109, Kolkata – 700094, P.S. – Purba Jadavpur, District South 24-Parganas**, and the said flat and car parking space have been delineated by the **RED Border** line in the Plan annexed herewith or HOWSOEVER otherwise, the same now are or is or at any time or time heretofore were or was situated butted and bounded called known and numbered described or distinguished in respect to the said flat/apartment and car parking space and all fixtures, frames, fittings, erections, edifices, water, water sources, sewers, drains, fences, boundaries, ways, paths, passages, light, liberties and all manner of rights, privileges, easements, advantages, appurtenances, whatsoever, to the said flat/apartment and car parking space, hereditaments, tenements belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, claim and interest, use, trust, possession, property, claim and demand both at law and in equity of the Owner/Vendor and the Developer into and upon the said flat and car parking space hereditaments and tenements and structure or any or every part thereof AND ALL rents, issues and profits thereof and also arrears of rents, if any and all deeds, pattas, muniments, writings and evidence of title, which in anywise relate exclusive to the said flat and car parking space hereditaments, tenements and premises and which are or hereafter shall or may be

in the custody possession and control of the Owner/Vendor and the Developer or any person or persons from whom they can or may procure the same without suit or actions at law or in equity free from all liens, attachments and encumbrances TO HAVE AND TO HOLD the said flat/apartment and car parking space hereditaments, tenements and structure hereby granted, conveyed, assured, assigned sold and transferred to express or intended so to be unto and to the use of the Purchaser absolutely and forever and the Owner/Vendor i.e. the party of the first part herein and the Developer i.e. the party of the third part herein doth hereby for themselves and their respective heirs, executors, administrators, representatives and assignees, that notwithstanding any act, deed or thing by the vendor and the developer made done committed or knowingly suffered to the contrary, the Owner/Vendor and the Developer are now rightfully, lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat and car parking space hereditaments and tenement hereby granted, conveyed and transferred unto and to the use of the Purchaser absolutely and forever AND THAT notwithstanding any act, deed or thing as aforesaid the Owner/Vendor i.e. the party of the first part herein and the Developer i.e. the party of the third part herein now hath in themselves good right, full power absolute authority to grant, convey and transfer the said flat and car parking space hereditaments and tenement hereby granted, conveyed and transferred unto and to the use of the Purchaser absolutely and forever and that the Owner/Vendor i.e. the party of the first part herein and the Developer i.e. the party of the third part herein hath not in any way encumbered the said flat and car parking space purported conveyed by this deed of sale AND THAT the Purchaser shall and may at all times hereafter

peaceably and quietly possess held and enjoy the said flat and car parking space hereditaments, tenement and fixture, fittings thereon and every part thereof hereby conveyed and receive and take all rents, issues and profits thereof and also arrears of rents, if any is hereby assigned and have right to mutate his name in place of the Owner/Vendor in the office of the authority concerns and in the Assessment Registrar of the Kolkata Municipal Corporation, without lawful eviction, interruption claim or demand, whatsoever, from or by the Owner/Vendor i.e. the party of the first part herein and the Developer i.e. the party of the third part herein or any person or persons lawfully or equitably claiming from under or in trust for them, FURTHER THAT the Owner/Vendor i.e. the party of the first part herein and the Developer i.e. the party of the third part herein and all and every other person or persons having or lawfully or equitably claiming any estate or interest in the said flat/apartment and car parking space hereditament, tenement from under or in trust for him, the Owner/Vendor i.e. the party of the first part herein and the Developer i.e. the party of the third part herein shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things for further and more perfectly and satisfactorily assuring the said flat/apartment and car parking space hereditament, tenement and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required, the Owner/Vendor i.e. the party of the first part herein and the Developer i.e. the party of the third part herein, doth hereby declare that the said flat/apartment and car parking space hereditament, tenement are not the subject matter of any litigation suit or proceedings pending in any court of Law and that the said

flat/apartment and car parking space hereditament, tenement and premises are not subject to any attachment, injunction or prohibitory order issued by any Civil Court of Law hereditaments, tenement and fixture, fittings thereon and every part thereof hereby conveyed and receive and take all rents, issues and profits thereof and also arrears of rents, if any is hereby assigned and has right to mutate his name in place of the Owner/Vendor in the office of the authority concerns and in the Assessment Registrar of the Kolkata Municipal Corporation, without lawful eviction, interruption. claim or demand, whatsoever, from or by the Owner/Vendor and the Developer or any person or persons lawfully or equitably claiming from under or in trust for him, FURTHER THAT the Owner/Vendor i.e. the party of the first part herein and the Developer i.e. the party of the third part herein and all and every other person or persons having or lawfully or equitably claiming any estate or interest in the said flat/apartment and car parking space hereditament, tenement from under or in trust for him, the Owner/Vendor i.e. the party of the first part herein and the Developer i.e. the party of the third part herein shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things for further and more perfectly and satisfactorily assuring the said flat/apartment and car parking space hereditament, tenement and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required, the Owner/Vendor i.e. the party of the first part herein and the Developer i.e. the party of the third part herein doth hereby declare that the said flat/apartment and car parking space hereditament, tenement are not the subject matter of any litigation suit or proceedings pending in any court of Law and that the said

flat/apartment and car parking space hereditament, tenement and premises are not subject to any attachment, injunction or prohibitory order issued by any Civil Court of Law.

THE Developer has completed the all previous tax clearance in respect of the First Schedule property.

THE Developer provided Completion Certificate to the Purchaser in respect of the said building.

THE Purchaser shall have the right to transfer rent, sublet or to sell the said flat/apartment and car parking space hereby purchased covered by these presents in favour of any person or persons as he may desire.

THE Purchaser shall have the right to use in the manner disclosed herein before the common areas and facilities of the said building morefully described in the Third Schedule hereunder written and shall have right to use the proportionate share of undivided land underneath the said built up area or building described in the First Schedule hereunder written.

THE Purchaser shall pay proportionate charges for the common expenses more fully described in the Fourth Schedule hereunder written.

THE Purchaser shall be the member of an association for the maintenance of the said building in future, the said association shall be a body comprising the Purchaser herein, the co-owner of the other flats and other spaces of the said building, which has been properly described in the First Schedule hereunder written.

THAT the Owner/Vendor and the Developer agree to execute and perfect all such further and/or other lawful reasonable acts, deeds,

matters and things whatsoever for further and more perfectly assuring the properties hereby sold to the Purchaser by these presents at the cost and expenses of the Purchaser herein.

THAT the ground floor area under the building should not be treated as common areas and facilities, save and except the stair of the ground floor and the entrance space of the ground floor of the said building. The association shall be a body comprising of purchaser, the co-owners of the other flat/apartment and car parking space and other spaces of the said building which has been properly described in the First Schedule hereunder written.

THAT the purchaser after getting the delivery of possession in respect of the Second Schedule Property as well as said building shall never raise any disputes whatsoever in respect of his purchased flat/apartment and car parking space as well as building AND FURTHER THAT the said purchaser or his legal heirs shall never raise any disputes and/or any further claim in respect of the said purchased portion as well as the said building in future from the Owner/Vendor and the Developer herein.

THE PURCHASER HEREIN DOTH HEREBY COVENANT WITH THE OWNER/VENDOR AND DEVELOPER HEREIN AS UNDER :

- 1) That the Purchaser shall use the said flat and car parking space i.e. Second Schedule property at his own discretion and shall pay tax proportionately to the competent authority.
- 2) That save and except the said flat and car parking space i.e. Second Schedule property hereby sold and conveyed to the Purchaser, the Purchaser shall have no individual right to the open space, lobbies, staircase, terrace etc. which shall remain

entirely the property for common use for all the co-owners of the said building for the benefit of all the members thereto including the Purchaser.

- 3) That the Purchaser do hereby agree to keep the said flat and car parking space, including all the walls, fixtures, pipes, fitting and other appurtenances thereto belonging in good working condition.
- 4) That the Purchaser shall not demolish or damage the main structure of the building or any part thereof or cause to demolish or damage the same nor shall allow any other owners of the said building to do so.
- 5) That so long the said flat is not separately assessed for K.M.C. tax the Purchaser shall be bound to pay proportionate share of the K.M.C. tax and other charges, fees etc.
- 6) That the Purchaser shall be entitled to sell, mortgage or gift, exchange, transfer etc. with the said flat and car parking space hereby conveyed and every part thereof in such manner as the Purchaser shall think fit and proper without any consent or any objection from the Owner/Vendor or Developer herein.
- 7) That the Purchaser shall not store any goods of hazardous or combustible nature of which are too heavy and on all circumstances affect the construction of the building.
- 8) That the Purchaser shall not use the said flat and car parking space for any illegal purposes, it shall be used only for residential purpose only.
- 9) Shop owners can use common toilet after sharing the expenditure of lighting and maintenance expenses for the water

pump and sweeper for which the Purchaser shall raise no objection.

THE FIRST SCHEDULE "A" ABOVE REFERRED TO

(Description of the Property/Premises)

ALL THAT piece and parcel of Bastu land measuring about 07 Cottahs 00 Chittak 00 Sq. Ft. be a little more or less, together with G+IV storied building standing thereon, situated at Mouza – Nayabad, J.L. No. 25, Touzi No. 5 and 56, comprising in R.S. Dag No. 90, appertaining to R.S. Khatian No. 104 and 147/1, P.S. formerly Kasba now Purba Jadavpur, within the Municipal limits of the Kolkata Municipal Corporation, within the Municipal limits of the Kolkata Municipal Corporation, being known and **Municipal Premises No. 2220, Nayabad, under Ward No. 109, Kolkata – 700094, P.S. – Purba Jadavpur,** under K.M.C. **Assessee No.-31-109-08-2220-6**, in the District South 24-Parganas, A.D.S.R. Office at Sealdah, South 24-Parganas, together with all right of easement and common passage belonging and appurtenant hereto butted and bounded by :

ON THE NORTH : Premises No. 2220/1, Nayabad.

ON THE SOUTH : 9.13M. wide Black Top Road.

ON THE EAST : Premises No. 1333, Nayabad. .

ON THE WEST : Premises No. 1524 & 2482, Nayabad.

THE SECOND SCHEDULE "B" ABOVE REFERRED TO

(Description of the Flat and Car Parking Space hereby sold)

ALL THAT piece and parcel of one self contained marble flooring flat, having **super built up area sq.ft.** be the same a little more or less, consisting of bed rooms,..... kitchen, dining, toilet, W.C. and one balcony on the **Floor, South-West** side of the said building, along with one covered **Car Parking space**

measuring about **sq.ft.** more or less at common parking area in the **Ground Floor** properly demarcated and having opening in all sites of the said building, together with undivided proportionate share of ground land of the First Schedule property herein before stated, along with common areas and facilities available in the said building more fully described in the Third Schedule hereunder written, lying and situated at **Municipal Premises No. 2220, Nayabad, under Ward No. 109, Kolkata – 700094, P.S. – Purba Jadavpur, District South 24-Parganas,** Additional District Sub-Registration Office at Sealdah, District - South 24-Parganas. The 'Said Flat and Car Parking Space' is delineated with '**RED**' **Border** in the plan annexed to this Deed and the plan should be treated as part of this Deed.

THE THIRD SCHEDULE –‘C’ ABOVE REFERRED TO
(Proportionate right in Common Area)

1. The proportionate undivided impartible share or interest in the land comprise in the premises and proportionate all easement right and appurtenances on which the building is constructed thereon.
2. The foundation column supports main walls, corridors, bodies, passage, staircase landings, lift, lift machine room, roof, entrances and exits of the building.
3. Installation of common services such as power, light, water, sewerage and Telephone lines etc.
4. The underground reservoir and overhead water tank, motor pumps, pipes and ducts and in general all appurtenances and installation for common use.

5. Others parts of the premises necessary or convenient to its maintenance safety or normally in common use more fully mentioned and described in the **FOURTH SCHEDULE** forming part of this Deed of Conveyance.
6. The proportionate undivided share of land in the demarcated portion of the one self contained **Flat**, on the **Floor**,-..... side, having **super built up area sq.ft.** of the said building, along with one Car Parking space measuring about **sq.ft.** on the **Ground Floor** of the said building hereinabove transferred, conveyed, granted and assured unto and in favour of the Purchaser and the proportionate right in common areas shall always remain impartible.

THE FOURTH SCHEDULE-'D' ABOVE REFERRED TO

PART - I

(Easement and Quasi-Easement Right)

1. The Purchaser shall be entitled to all rights, privileges vertical and lateral easement quasi-easement, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said flat together with usually held occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereafter and hereinbefore more fully specified.
2. The right of access in common with the other occupiers and / or the Owner/Vendor of the said building at all times and for all normal purposes connected with the use and enjoyment of the path way staircases leading to his respective flat.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyed of the said Flat with or without vehicles over and along the common

passage comprised in the said building provided always and it is hereby declared that nothing therein contained shall permit the Purchaser or any person deriving title under them and his servants, agents and invites to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage or other person or persons entitled to such way as aforesaid along with such common passage.

4. The right of protecting the said Flat by or from all parts of the building so far as they (all Co-sharer of the Flat) now protect the same but he should take care from the damages of the building.
5. The right of passage in common as aforesaid electricity water and soil from and to the said Flat through pipes drains wires and conduits lying or being in under through or over the said building and premises so far as may be reasonable and necessary for the beneficial occupation of the said Flat for all purposes whatsoever.

PART – II
(Common Area)

1. Entrance and Exit Gate and access to roof for fixing Antenna along with other purposes.
2. Boundary Walls and main gate.
3. Drainage and sewerage lines and other installations of such facilities (barring only those which are installed within the exclusive area of any flat and / or exclusively for its use).
4. Electrical lines and the electrical wirings and other fittings (excluding such of the wiring etc., which are installed within the exclusive area of any flat and / or exclusively for its use).

5. Staircases lobbies on all the floors and entrance lobby.
6. Water pump, water reservoir, underground and overhead with all common plumbing installations for carriage of water (barring only those which are exclusively within the exclusive area of any flat and / or exclusively for its use).
7. Water supply lines of The Kolkata Municipal Corporation and the installations thereto related within the said premises
8. The whole of the exterior of the building.
9. Lift, Lift Machine Room, power back-up, Darwan room, Meter Room, roof and such other common parts, areas, equipment, installation, fittings, fixtures and spaces in or about the land and the building as are necessary for passage to and / or user of the flat in common by the Co-owners.

PART – III

(Common Expenses)

1. The proportionate expenses or maintaining repairing redecorating etc., of the main structure and rain water pipes of the building water pipes, sanitary pipes and electrical wires and installations in under or upon the building and enjoyed or used by the Purchaser in common with the other owners and occupiers of the other flats and main entrances passages landings and stair cases of the building as enjoyed by the Purchaser or use by the Purchaser in common with the other owners / occupiers of other flats and the main entrance, passages, landings and stair cases of the building as enjoyed by the Purchaser or used by the Purchaser in common aforesaid and the boundary walls of the building compounds.

2. The proportionate costs of decorating the exterior of the building.
3. The proportionate costs of the cleaning and lighting the passage landings stair cases and other parts of the building as enjoyed by the Purchaser in common as aforesaid.
4. The proportionate costs of salaries of caretakers, choukidars, sweepers, malies etc.
5. The proportionate costs of working maintenance of pumps, lift and common equipments or any other equipments which may be provided in future.
6. The proportionate costs of Insurance of the building.
7. Proportionate expenses for recurring expenditure for replacement of all or any items comprised in general common area and facilities.
8. Capital or recurring expenditure replacement or repair of such common utilities such as underground reservoir and overhead tank pump and motor and other equipment whatsoever which are or may be installed or situated in any common parts or common portion in the said building.
9. Such other proportionate expenses as are deemed necessary by the Owners Association upon its formation registration incidental for the maintenance and upkeep and better use of the said building / said portion.

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

SIGNED, SEALED AND DELIVERED

By the parties at Kolkata

WITNESSES :

1.

2.

**SIGNATURE OF THE OWNER/
VENDOR**

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER

MEM OF CONSIDERATION

RECEIVED by the Developer of and from within named Purchaser the within mentioned sum of a total amount of Rs.....Rupees) only being the full consideration money as per memo below:-

Sl. No.	Date	Cheque No./On line	Name of the Bank & Br.	Amount (Rs.)
1				
2				
3				
4				
6				
7				
			TOTAL RS.	

(RUPEES ONLY)

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER