

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

अभिचरवण सुश्चम बंगाल WEST BENGAL

96AB 647155

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of , 2024.

BETWEEN

(1) **MR. SANJIB DAS**, having **PAN-ADTPD1694B**, Aadhaar No.9702 6246 8335, Son of Mr. Shyamal Kumar Das alias Shyamal Das, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 13, Anandashree Second Lane, P.O. Garia, P.S. Regent Park now Bansdroni, Kolkata-700084 District South 24-Parganas, West Bengal, India, (2) **MR. SUBRATA DEY**, having **PAN-AEBPD8013M**, Aadhaar No.4966 5617 1182, Son of Mr. Santosh Dey, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at Ramkrishnanagar, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata- 700153, District South 24-Parganas, West Bengal, India and (3) **MR. ARYA SAHA**, having **PAN-BQSPS9279L**, Aadhaar No.9230 6483 5459, Son of Mr. Ananda Mohan Saha, by faith-Hindu, by nationality-Indian, by occupation- Business, residing at P69A, Green View, B.R.W.S. Hospital, P.O. Garia, P.S. Patuli, Kolkata-700084, District South 24-Parganas, West Bengal, India, all represented by their Constituted Attorney, "**M/S. NILKANTH ECO HOMES LLP**", having **PAN-AASFN3221A**, a Partnership Firm, having its Registered office at 188A, Rash Behari Avenue, Near Hindusthan Park, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata-70029, West Bengal, India, represented by its Two Partners namely (1) **MR. ABHIRUP NAG CHOWDHURY**, having **PAN-AVMPN5599A**, Aadhaar No.3163 2540 4773, Son of Sri Ashoke Nag Chowdhury, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at Nag Chowdhury Bhawan, Ukilapara Road, P.O. & P.S. Baruipur, Kolkata-700144, District South 24-Parganas, West Bengal, India and (2) **SRI SHUBHADIP ROY**, having **PAN-AFTPR1060F**, Aadhaar No.8971 5515 7384, Son of Sri Shibnath Roy, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 188A, Rash Behari Avenue, Near Hindusthan Park, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata-70029, West Bengal, India, appointed by vide Development Agreement cum Development Power of Attorney dated 19.02.2021

duly registered in the office of the District Sub Registrar-I, South 24 Parganas and recorded in Book No.-I, Volume No. 1601-2021, Pages from 27358 to 27415, Being No. 00561 for the year 2021 hereinafter called and referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

Mr. / Ms. __, (PAN ___) (Aadhar no. ____) son / daughter of ____ ,
aged about __, by faith _____, by Occupation _____, residing at _____, hereinafter called the "**Allottee/Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**:

AND

"**M/S. NILKANTH ECO HOMES LLP**", having **PAN-AASFN3221A**, a Partnership Firm, having its Registered office at 188A, Rash Behari Avenue, Near Hindusthan Park, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata-70029, West Bengal, India, represented by its Two Partners namely (1) **MR. ABHIRUP NAG CHOWDHURY**, having **PAN-AVMPN5599A**, Aadhaar No.3163 2540 4773, Son of Sri Ashoke Nag Chowdhury, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at Nag Chowdhury Bhawan, Ukilapara Road, P.O. & P.S. Baruipur, Kolkata-700144, District South 24-Parganas, West Bengal, India and (2) **SRI SHUBHADIP ROY**, having **PAN-AFTPR1060F**, Aadhaar No.8971 5515 7384, Son of Sri Shibnath Roy, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 188A, Rash Behari Avenue, Near Hindusthan Park, P.O. Sarat Bose

Road, P.S. Gariahat, Kolkata-70029, West Bengal, India, hereinafter called and referred to as the "**PROMOTER/DEVELOPER**" (which expression shall unless excluded by or repugnant to the context hereto be deemed to include its executors, Proprietor, successors-in-office, administrators, legal representatives for the time being and/or assigns and/or nominee or nominees) of the **THIRD PART**:

- I. **WHEREAS** One Year Ali Knha, Son of Late Bahadur Ali Knha became the sole and absolute lawful Owner of All That piece and parcel of Danga land measuring 33 Decimals equivalent to 20 Cottahs more or less lying and situate at Mouza-Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, District 24-Parganas along with other properties purchased from the then lawful Owner namely Khatuna Bibi on 17.07.1945.
- II. **AND WHEREAS** after purchasing the aforesaid properties and while thus enjoying the same the said Year Ali Knha granted, sold, transferred and conveyed unto and in favour of Sudhir Kumar Paul and Ranendra Lal Paul as Karta of Hindu Undivided Family, by a Deed of Sale duly registered in the Office of Alipore Joint Sub-Registrar on 11.09.1945 and recorded in Book No.1, being Deed No.2477 for the year 1945 and in the Law of Income Tax the name of Ranendra Lal Paul was recorded as HUF in I.T. Return File.
- III. **AND WHEREAS** the members of said Hindu Undivided Family namely Sri Sudhir Kumar Paul, Sri Ranendra Lal Paul (Karta of HUF), Sri Nirmalendu Paul, Sri Sharat Kumar Paul and Sri Nirod Kumar Paul, all sons of Late Radhakrishna Paul of which said Sri Nirmalendu Paul leased out the same for 25 years unto and in favour of Bimal Kumar Kundu, Son of Sukumar Kundu.
- IV. **AND WHEREAS** after expiry of the said lease period in the year 1993, the said Bimal Kumar Kundu relinquished his all right of the aforesaid property and by an Agreement appointed Sri Krishna Das Dutta, Sri Sudipta Dutta, Sri Arindam Dutta and Sri Jayanta Dutta as tenants as per West Bengal Premises Tenancy Act., in the name of the said Nirmalendu Kundu.

- V. **AND WHEREAS** in the Revisional Settlement Records of Rights, the name of Batakrishna Paul and Nutbehari Paul was recorded as Superior Landlord and by the confirmation of the said Sri Sudhir Kumar Paul, Sri Ranendra Lal Paul (Karta of the HUF), Sri Sharat Kumar Paul and Sri Nirod Kumar Paul, the name of the said Nirmalendu Paul was recorded as Raiyat. Thereafter, the said Sri Sudhir Kumar Paul, Sri Ranendra Nath Paul (Karta of the HUF), Sri Nirmalendu Paul, Sri Sharat Kumar Paul and Sri Nirod Kumar Paul as Vendors by the confirmation of Sri Krishna Das Dutta, Sri Sudipta Dutta, Sri Arindam Dutta and Sri Jayanta Dutta jointly granted, sold, transferred and conveyed All That piece and parcel of Danga land measuring 33 Decimals equivalent to 20 Cottahs more or less lying and situate at Mouza-Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdroni, District South 24-Parganas, unto and in favour of Sri Kala Chand Sen, Sri Santosh Dey, Sri Ananda Mohan Saha ad Sri Shyamal Kumar Das alias Shyamal Das, the Predecessors of the Owners herein by a Deed of Sale duly registered in the Office of AD.S.R. at Alipore, South 24-Parganas on 08.08.2001 and recorded in Book No.1, Volume No. 142, Pages from 17 to 30, being Deed No.4118 for the year 2001, for a valuable Consideration mentioned therein and became ceased and dispossessed there from absolutely forever.
- VI. **AND WHEREAS** after purchasing the aforesaid property, the said Sri Kala Chand Sen, Sri Santosh Dey, Sri Ananda Mohan Saha and Sri Shyamal Kumar Das alias Shyamal Das, the Predecessors of the Owners herein thus became the joint owners of the aforesaid area of land measuring 33 Decimals equivalent to 20 Cottahs more or less together with structure standing thereon lying and situate at Mouza-Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdroni, District South 24-Parganas.
- VII. **AND WHEREAS** the said Sri Kala Chand Sen, Sri Santosh Dey, Sri Ananda Mohan Saha and Sri Shyamal Kumar Das alias Shyamal Das, the Predecessors of the Owners herein got their names mutated with the records of the B.L. & L.R.O. concerned in respect of the aforesaid property in R.S. Khatian Nos. 116 & 117 and subsequently, got their names mutated with the records of the Kolkata Municipal Corporation and the said property has duly

been assessed by the Kolkata Municipal Corporation being Assessee No.31-111-01-0306-6 and the said property being known and numbered as the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdrone, Kolkata-700084, District South 24-Parganas and started to enjoying the same free from all encumbrances on payment of usual rents and taxes to the authority concerned regularly.

- VIII. **AND WHEREAS** the said Sri Kala Chand Sen, Sri Santosh Dey, Sri Ananda Mohan Saha and Sri Shyamal Kumar Das alias Shyamal Das, the Predecessors of the Owners herein while thus jointly enjoying the aforesaid property, the said Kala Chand Sen granted, sold, transferred and conveyed his undivided 1/4th share of the aforesaid property measuring 5 Cottahs 7 Chittacks out of 21 Cottahs 12 Chittacks of land together with structure standing thereon lying and situated at Mouza-Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdrone, now within the limits of the Kolkata Municipal Corporation, Ward No.111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdrone, Kolkata-700084, District South 24-Parganas, unto and in favour of Sikha Ghosh, Wife of Late Apurba Ghosh by a Deed of Sale duly registered in the Office at D.S.R.-I at Alipore and recorded in Book No.1, CD Volume No.4, Pages from 927 to 939, being Deed No.00797 for the year 2010 for a valuable Consideration mentioned therein and became ceased and dispossessed there from absolutely forever.
- IX. **AND WHEREAS** while thus enjoying the aforesaid property, the said Sikha Ghosh, granted, sold, transferred and conveyed her aforesaid purchased property comprised the area of land measuring 5 Cottahs 7 Chittacks out of 21 Cottahs 12 Chittacks of land together with structure standing thereon lying and situated at Mouza-Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdrone, now within the limits of the Kolkata Municipal Corporation, Ward No. 111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdrone, Kolkata- 700084, District South 24-Parganas, unto and in favour

of the said Sri Santosh Dey, Sri Ananda Mohan Saha and Sri Shyamal Kumar Das alias Shyamal Das, the Predecessors of the Owners herein by a Deed of Sale duly registered in the Office of D.S.R.-I, Alipore on 22.11.2019 and recorded in Book No.I, Volume No. 1601-2019, Page from 171427 to 171460, being Deed No.160103460 for the year 2019 for a valuable Consideration mentioned therein and became ceased and dispossessed there from absolutely forever.

- X. **AND WHEREAS** in the manner stated above, the said Sri Santosh Dey, Sri Ananda Mohan Saha and Sri Shyamal Kumar Das alias Shyamal Das, the Predecessors of the Owners herein became the joint lawful Owners (each having undivided 1/3rd share) of the aforesaid property comprising the area of land measuring 21 Cottahs 12 Chittacks of land together with structure standing thereon lying and situated at Mouza-Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdrani, now within the limits of the Kolkata Municipal Corporation, Ward No.111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdrani, Kolkata-700084, District South 24-Parganas and started to enjoying the same jointly free from all encumbrances on payment of usual rents and taxes thereto regularly without any hindrance or any interruption whatsoever.
- XI. **AND WHEREAS** while thus enjoying the aforesaid property, the said Sri Shyamal Kumar Das alias Shyamal Das granted, transferred, bestowed, assigned and assured his undivided 1/3d share of the aforesaid property measuring 7 Cottahs 4 Chittacks more or less together with 133 Sft., tiled shed structure with cement flooring standing thereon out of 21 Cottahs 12 Chittacks of land together with 400 Sft, Tile shed structure standing thereon lying and situated at Mouza-Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdrani, now within the limits of the Kolkata Municipal Corporation, Ward No.111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdrani, Kolkata-700084, District South 24-Parganas, unto and in favour of his son Mr. Sanjib Das (the Owner No.1 herein) by a Deed of Gift, duly

registered in the Office of D.S.R.-V at Alipore on 07.08.2020 and recorded in Book No.1, Volume No. 1630-2020, Page from 60167 to 60195, being Deed No. 163001512 for the year 2020 absolutely and forever.

XII. **AND WHEREAS** while thus enjoying the aforesaid property, the said Sri Santosh Dey, granted, transferred, bestowed, assigned and assured his undivided 1/3rd share of the aforesaid property measuring 7 Cottahs 4 Chittacks more or less together with 133 Sft., tiled shed structure with cement flooring standing thereon out of 21 Cottahs 12 Chittacks of land together with 400 Sft., Tile shed structure standing thereon lying and situated at Mouza- Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdroni, now within the limits of the Kolkata Municipal Corporation, Ward No.111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdroni, Kolkata-700084, District South 24-Parganas, unto and in favour of his Son Mr. Subrata Dey, (the Owner No. 2 herein) by a Deed of Gift, duly registered in the Office of D.S.R.-V at Alipore on 07.08.2020 and recorded in Book No.I, Volume No. 1630-2020, Page from 60137 to 60166, being Deed No.163001513 for the year 2020 absolutely and forever.

XIII. **AND WHEREAS** while thus enjoying the aforesaid property, the said Sri Ananda Mohan Saha, granted, transferred, bestowed, assigned and assured his undivided 1/3rd share of the aforesaid property measuring 7 Cottahs 4 Chittacks more or less together with 133 Sft., tiled shed structure with cement flooring standing thereon out of 21 Cottahs 12 Chittacks of land together with 400 Sft., Tile shed structure standing thereon lying and situated at Mouza Kamdahari, J.L.No.49, comprising R.S. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117, P.S. formerly Regent Park now Bansdroni, now within the limits of the Kolkata Municipal Corporation, Ward No.111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdroni, Kolkata-700084, District South 24-Parganas, unto and in favour of his Son Mr. Arya Saha (the Owner No. 3 herein) by a Deed of Gift, duly registered in the Office of D.S.R.-V at Alipore on 07.08.2020 and recorded in Book No.I, Volume No. 1630-2020, Page from 60078 to 60106, being Deed No. 163001514 for the year 2020

absolutely and forever.

XIV. **AND WHEREAS** by virtue of the aforesaid three separate Deeds of Gift, Mr. Sanjib Das, Mr. Subrata Dey and Mr. Arya Saha, the Owners herein jointly became the absolute lawful Owners of the aforesaid area of land measuring 21 Cottahs 12 Chittacks of land together with structure standing thereon lying and situated at Mouza- Kamdahari, J.L.No.49, comprising in R.S. and L.R. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117 corresponding to L.R. Khatian Nos. 2292, 2293 and 2294, P.S. formerly Regent Park now Bansdroni, now within the limits of the Kolkata Municipal Corporation, Ward No.111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdroni, Kolkata-700084, District South 24-Parganas and hereinafter called and referred to as the "SAID PROPERTY/PREMISES", more fully and particularly described in the Schedule "A" herein below and jointly enjoying the same by paying usual rents and taxes to the Appropriate Authorities Concerned without any hindrance or any interruption from others free from all encumbrances, liens, lispendens, attachments and/or charges whatsoever.

XV. **AND WHEREAS** the Promoter is engaged in the business of developing and promoting and also sponsoring construction of building having its own financial resources to carry out any development scheme, including construction of building taking up all the related responsibility of preparation and sanction of plan for construction and engage engineers, masons and labours and also put in resources for building materials and supervise of completing the construction of the proposed building and to procure prospective owner for the flats, shops, garages, apartments and other spaces to be built as per the building plan to be sanctioned by the Kolkata Municipal Corporation.

XVI. **AND WHEREAS** by a Development Agreement cum Development Power of Attorney dated 19th day of February, 2021 duly registered with the office of District Sub- Registrar-I, South 24 Parganas and recorded in its Book No. I, Volume No. 1601-2021, Pages from 27358 to 27415, being No. 160100561, for the year 2021 (hereinafter referred to as the "Development Agreement") the Owners herein appointed the Promoter herein to undertake the development of the said property more fully and particularly described in the Schedule "A"

herein below by construction and erection of a Multi-Storied Building consisting of several self-contained residential flats, shops, car parking space and other commercial spaces thereon and to enter into agreements, deeds and other documents for sale, convey and transfer and receive earnest money and entire consideration out of the Developer's allocation.

XVII. **AND WHEREAS** in terms of Development Agreement the Promoter has got the building plan sanctioned from the Kolkata Municipal Corporation vide Building Permit No. 2024110053 dated 11th May, 2024.

XVIII. The said property is earmarked for the purpose of building a residential cum commercial project, comprising a Ground Plus Eleven (G+11) storied apartment buildings and the said project shall be known as '**ECO CREST**' ("Project");

AND WHEREAS the Owners being the Vendors herein, and the Developer/ Confirming party herein, has agreed to sell to the Purchaser out of the **Developer's allocation** of the schedule "B" property and due to various reason and also for sum urgent need of money the vendors/ Developer agreed to sell and the purchaser has agreed to purchase the schedule "B" property, **ALL THAT** the self contained residential tile floor **flat No.** ___ on the ___ facing measuring about ___ **Sq. Ft.** super built up area, of G+11 storied building consisting of ___ bed rooms, ___ living cum dining room, ___ kitchen, ___ toilets, ___ Balcony along with a covered Car parking space measuring about ___ **Sq.ft.** along with proportionate share and rights of land attributed to the said flat referred in the schedule "A" property at Municipal Premises no306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdroni, Kolkata- 700084, District South 24-Parganas, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 111, together with proportionate share of staircase, landings, common proportionate share of land, right of "Lift", all other common rights, common areas and facilities and common passages provided to the said building and also together with undivided and importable proportionate share of the land as shown in the map or plan annexed hereto and thereon bordered with "**RED**" **Colour** for the total consideration of **Rs.** _____/-(**Rupees** _____) **only** and the said Flat & Car Parking Space is free from all encumbrances and charges which is more fully and clearly described in the schedule below and delineated in the site plan annexed hereto and delineated by "**RED**" border line.

1. **AND WHEREAS** pursuant to the request of the Developer, the Vendor and Purchasers, has agreed to execute this Agreement and the Deed of Conveyance by joining itself as Confirming Party to confirm the sale of the said Flat belonging to the Developer's allocation by the Developer in favour of the Purchasers.

2. **AND WHEREAS** the purchasers herein satisfied with the clear title of the property and nature of construction, have agreed to purchase the said flat **ALL THAT** the self-contained residential tile floor flat being No. _____, on the _____ Floor _____ t side measuring about _____ **Sq.Ft.** super built up area, of G+11 storied building consisting of ___ bed rooms, ___ living cum dining room, ___ kitchen, ___ toilets, ___ Balcony along with a covered Car parking space measuring about **135 Sq.ft.** along with proportionate share and rights of land attributed to the said flat referred in the schedule "A" property at Municipal Premises no306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdroni, Kolkata-700084, District South 24-Parganas, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 111, together with proportionate share of staircase, landings, common proportionate share of land, right of "Lift", all other common rights, common areas and facilities and common passages provided to the said building and also together with undivided and importable proportionate share of the land as shown in the map or plan annexed hereto and thereon bordered with "**RED**" Colour, morefully described in the Schedule "B" hereunder written and offered to pay a total sum of **Rs. _____ /-(Rupees _____) only** being the full and final sale consideration free from all encumbrances, attachments, liens, lispensens whatsoever.
3. **AND WHEREAS** the vendor herein have agreed to sell and the Developer/Confirming party has agreed to confirm the sale of the said flat and one covered car parking space to the purchasers herein for a total sum of **Rs. _____ /- (Rupess _____) only** subject to compliance of the terms and conditions contained herein.

NOW THIS INDENTURE WITNESSETH :-

1. That in pursuance to the said agreement dated _____ and consideration to the said sum of **Rs. _____ /- (Rupees _____) only** of good and lawful money of the union of Indian in hand well and truly paid by the purchasers to the Vendor at or before the execution of these present (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the purchasers and also the said Flat hereby intended to be sold and transferred) and the Vendor do hereby sell, transfer, convey and assign unto the purchasers **ALL THAT** the self contained residential tile floor flat No. ___ on the ___ Floor ___ side facing measuring about ___ **Sq. Ft.** super built up area, of G+11 storied building consisting of ___ bed rooms, one living cum dining room, ___ kitchen, ___ toilets, one Balcony along with a covered Car parking space on the ground floor measuring about _____ **Sq.ft.** along with proportionate share and rights of land attributed to the said flat referred in the schedule "A" property at Municipal Premises no. 306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S.

Bansdroni, Kolkata- 700084, District South 24-Parganas, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 111, together with proportionate share of staircase, landings, common proportionate share of land, right of "Lift", all other common rights, common areas and facilities and common passages provided to the said building and also together with undivided and importable proportionate share of the land as shown in the map or plan annexed hereto and thereon bordered with "**RED**" Colour, morefully described in the Schedule "B" hereunder written and offered to pay a total sum of **Rs.** _____/- (**Rupees** _____) **only** being the full and final sale consideration free from all encumbrances, attachments, liens, lispensens whatsoever. **TO HAVE AND TO HOLD** the said unit absolutely and forever free from all encumbrances, charges, liens, lispensens, attachments, trust whatsoever or Howsoever together with the right to use the common areas, installations and facilities in common with the vendor, Developer and co-purchaser and the Owner and the other lawful occupants of the new building together with all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment thereof by the various flats/units in the said building by the respective owner and/or occupants of the said building **TO HAVE AND TO HOLD** the said unit and the properties appurtenant thereto hereby sold, transferred, convey and conveyed and every part thereof unto and to the use of the purchaser subject to the making payment of the maintenance charges and other charges payable in respect of the said unit and the properties appurtenant thereto (morefully and particularly mentioned and described in the Schedule "D" hereunder written) and the vendor and the Developer and each of them respectively do hereby release, relinquish, disclaim or disown all respective right and title and interest of the vendor hereto upon the said unit and the properties appurtenant thereto unto and to the use of the purchasers herein for even free from all encumbrances.

2. Subject to the condition mentioned in the "C" and "D" Schedule forming integral part of this Deed of Conveyance the Vendor doth hereby convenient with the purchasers as follows :-

a) That notwithstanding any act deed matter or things done by the owner/ Vendor knowingly suffered to the contrary the Vendor is lawfully rightfully and absolutely seized and possessed for otherwise well and sufficiently entitled to the said unit together the properties appurtenant or expressed or intended so to be and/or every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition or trust or any other thing whatsoever not contemplated by these presents so as to defeat encumber or make void the same and that notwithstanding any such act deed, matter or thing or as aforesaid the Vendor have now rightful and absolute authority to sell, transfer and covey the said Flat and the

proportionate importable and undivided share or interest in the said land and the right of user of common areas, parts and the privileges and facilities hereby sold, conveyed, transferred, granted, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers.

b) That the purchasers and their legal heirs shall and will and at all times hereafter peacefully and quietly possess and enjoy the said unit and the properties appurtenant thereto and receive the rents issues and profits thereof and have right to transfer by way of sale, lease, gift, Will or mortgage or any other alienations etc. without interruption claim or demand whatsoever from or by the vendors or any person or persons having lawfully or equitably claiming any estate right, title and interest whatsoever from under or in trust for the vendor.

c) That the vendor and all persons having lawfully or equitably claiming any estate right, title and interest whatsoever in the said unit or any part thereof or from under or in trust for the vendor shall and will from time to time and at all times hereinafter at the request and cost of the purchasers do execute or cause to be done or executed all such acts, deeds and things whatsoever for further better or more perfectly assuring the title of the said unit and every part thereof and the properties appurtenant thereto unto and to the use of the purchasers in the manner aforesaid as shall or may reasonably be required.

d) The vendor shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers produce or cause to be produced to the purchasers or to their Advocate or agent at any time of hearing, commission, examination or otherwise as occasion shall require the deeds and documents mentioned and described herein (as will be available with the vendors) for the purpose of showing the purchaser's title to the said Flat and the said proportionate undivided share or interest in the said land and the user of common areas privileges and facilities hereby sold, granted, conveyed, transferred, assured or assigned or expressed or intended so to be and every part thereof and also at the like request and cost deliver or cause to be delivered to the said purchasers such attested or other copies or extracts from the said documents of title as may be required and in the meantime unless prevented by fire or other unavoidable accident or acts of God keep the said deed and documents safe un-obliterated and un-cancelled.

e) The Vendor shall deliver khas vacant and peaceful possession of the said flat to the purchasers simultaneously with the execution and registration of the said Deed of conveyance.

f) That the vendor shall co-operate with the purchasers in getting the name of the purchasers mutated in the Govt. Record as well as in the Records of Kolkata Municipal Corporation.

g) That the vendor shall on being called upon by the purchasers sign all papers, applications and/ or make declarations, affidavits and other writings

as may be necessary and thought fit for the purpose of formation and/ or registration.

THE SCHEDULE "A" ABOVE REFERRED TO:
(The description of the entire Premises)

ALL THAT piece and parcel or homestead land area measuring more or less 21 Cottahs 12 Chittacks of land together with structure standing thereon lying and situated at Mouza- Kamdahari, J.L.No.49, comprising in R.S. and L.R. Dag No.878 appertaining to R.S. Khatian Nos. 116 & 117 corresponding to L.R. Khatian Nos. 2292, 2293 and 2294, P.S. formerly Regent Park now Bansdrone, now within the limits of the Kolkata Municipal Corporation, Ward No.111, being the Municipal Premises No.306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdrone, Kolkata- 700084, District South 24-Parganas more fully described in the Schedule hereunder free from all encumbrances, claims, demands action etc. more fully described in the schedule hereunder written and clearly shown in the Map/Plan annexed hereto marked with RED border butted and bounded as follows:-

ON THE NORTH:-

ON THE SOUTH:-

ON THE EAST:-

ON THE WEST:-

THE SCHEDULE "B" ABOVE REFERRED TO.
(Description of the flat & car parking space to be sold)

ALL THAT the self contained residential Marble floor flat No. _____ on the _____ Floor _____ side facing measuring about _____ **Sq. Ft.** super built up area, of G+11 storied building consisting of _____ bed rooms, _____ living cum dining room, _____ kitchen, _____ toilets, _____ Balcony along with a covered Car parking space measuring about _____ **Sq.ft.** along with proportionate share and rights of land attributed to the said flat referred in the schedule "A" property at Municipal Premises no306, Atabagan and having its Postal Premises No.41, Ramkrishnanagar, P.O. Garia, P.S. Bansdrone, Kolkata- 700084, District South 24-Parganas, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 111, together with proportionate share of staircase, landings, common proportionate share of land, right of "Lift", all other common rights, common areas and facilities and common passages provided to the said building and also together with undivided and importable proportionate share of the land as shown in the map or plan annexed hereto and thereon bordered with "**RED**" Colour.

SCHEDULE "C" ABOVE REFERRED TO.

1. Roof, Mumty room
2. Stair Case and its landings, Lobbies
3. Lift, Lobbies and Lift machine room (if any)
4. Overhead Water Tank and pipelines
5. Electrical wires, cables, in common areas, meter room
6. Driveways & Walkways
7. Outer Façade of the building.
8. Driveways & walk ways.
9. Central Greens, landscaped greens.
10. Underground Water Reservoir.
11. Pump Room.
12. Utility Room.(if any)
13. Borewell (if any)
14. Water Supply System.
15. DG Room/AMF panel room.
16. Electrical sub station. (if any)
17. Sewage system including pipelines/manholes.
18. Storm water drain;
19. pipelines, inspection pits and chamber.
20. Electrical System
21. Water supply pipelines & system including but not limited to pumps/values etc.
22. Street Lights within the Zone
23. Cable Trenches
24. Entrance and Exit gates.

SCHEDULE "D" ABOVE REFERRED TO.

(a) The expenses of maintaining, repairing, decorating and renewing, the main structure and in particulars the drains systems, septic tank, rain water discharge arrangement, water supply system, supply of electricity to all common areas, mentioned in the Schedule- "D" hereto.

(b) The expenses of repairing maintaining white washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the Schedule "D" above written.

(c) The cost of cleaning and lighting of the entrance of the building, passages and spaces around the building lobby, corridors, staircase and other common areas.

(d) Salaries, wages, fees, and remunerations of sweepers, Plumbers, electricians, caretakers or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

SCHEDULE "E" ABOVE REFERRED TO.

(Common Expenses)

1. ALL costs of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and also the outer walls of the building.
2. The salaries of all persons employed for the same purposes.
3. Insurance premium for insuring the building against earthquake, fire lighting, mob damage, civil commotion etc.
4. ALL charges and deposits for supplies of common utilities.
5. Municipal taxes and other outgoings save those separately assessed on the respective units.
6. Cost and charges of establishments for maintenance of the building and for watch and ward staff.
7. ALL litigation expenses for protecting the title of the land and building.
8. The office expenses incurred for maintaining the office for common purposes.
9. ALL other expenses and outgoings as are deemed by the owner Developer to be necessary incidental for the regulating inter rights of the purchaser.
10. ALL expenses referred to above shall be borne by the purchaser on end from the date of taking charge and/ or possession of the respective units.

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

WITNESSESS:

1.

SRI SANJIB DAS, SRI SUBRATA DEY, SRI ARYA SAHA,
represented by their constituted attorney of.

SIGNATURE OF THE OWNER/VENDOR.

2.

For NILKANTH ECO HOMES LLP
Babji De
Authorised Signatory

SIGNATURE OF THE DEVELOPER/

CONFIRMING PARTY.

SIGNATURE OF THE PURCHASERS.

Drafted and prepared by me.

MEMO OF CONSIDERATION:

RECEIVED of and from the within named purchasers the within in mentioned the sum of **Rs. _____/- (Rupees _____) only** as and by way of full and final prices or consideration of this indenture, in the manner as per memo below:-

A/C Payee Cheque No. Dated.	Bank & Branch.	Rupees.
-----------------------------	----------------	---------

Total Rs. _____/-

(Rupees _____) only

WITNESSES:

- 1.
- 2.

For NILKANTH ECO HOMES LLP
Babji De
Authorised Signatory

SIGNATURE OF THE DEVELOPER.