

DEED OF CONVEYANCE

1. **Date :**

2. **Place : Kolkata**

3. **Parties :**

3.1 **SABITA BALA NASKAR [PAN. ANDPN8677N], [AADHAAR NO. 3948 8536 0430] & [MOBILE NO. 8017384404]**, wife of Late Harendra Nath Naskar, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Vill. Kadampukur, P.O. & P.S. New Town, Kolkata - 700135, District North 24 Parganas, West Bengal

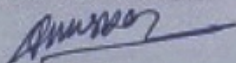
The said Sabita Bala Naskar represented by her constituted attorney, **DIGANTA CONSTRUCTION [PAN. ADXPN9286F]**, a Proprietorship Concern, having its office address at BF-23, Krishnapur, Hanapara, P.O. Prafulla Kanan, P.S. Baguiati, Kolkata - 700101, District North 24 Parganas, West Bengal, represented by its Proprietor, **ABHIJIT NASKAR [PAN. ADXPN9286F], [AADHAAR NO. 889591098805] & [MOBILE NO. 9830640906]**, son of Late Haradhan Naskar, residing at BF-23, Krishnapur, Hanapara, P.O. Prafulla Kanan, P.S. Baguiati, Kolkata - 700101, District North 24 Parganas, West Bengal, Developer herein, by executing a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 18.04.2022, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2022, Page from 299777 to 299792, being Deed No. 152306902 for the year 2022.

Hereinafter called and referred to as the **"LANDOWNER/VENDOR"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

3.2 [PAN.], [AADHAAR NO.] & [MOBILE NO.], son/wife of by faith -, by occupation -, by nationality - Indian, residing at, P.O., P.S., District -, Pin -, State -

DIGANTA CONSTRUCTION



Proprietor

- 3.2.1 [PAN.], [AADHAAR NO.] & [MOBILE NO.], son/wife of, by faith -, by occupation -, by nationality - Indian, residing at, P.O., P.S., District -, Pin -, State -

Hereinafter called and referred to as the **“PURCHASER/S”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

- 3.3 **DIGANTA CONSTRUCTION [PAN : ADXPN9286F]**, a Proprietorship Concern, having its office address at BF-23, Krishnapur, Hanapara, P.O. Prafulla Kanan, P.S. Baguiati, Kolkata - 700101, District North 24 Parganas, West Bengal, represented by its Proprietor, **ABHIJIT NASKAR [PAN : ADXPN9286F], [AADHAAR NO. 889591098805] & [MOBILE NO. 9830640906]**, son of Late Haradhan Naskar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at BF-23, Krishnapur, Hanapara, P.O. Prafulla Kanan, P.S. Baguiati, Kolkata - 700101, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/his heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchasers and the Developer/Confirming Party collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance :**
- 4.1 **Transfer of Said Flat & Covered Car Parking Space & Appurtenances :**
- 4.1.1 **Said Flat & Covered Car Parking Space/Said Property : ALL THAT** piece and parcel of one independent residential flat, being **Flat No.** ‘.....’, on the **Floor**, **Side**, in ‘**Block-.....**’, measuring **Square Feet be the same a little more or less of super built up area corresponding to Square Feet be the same a little more or less of carpet area**, ALONGWITH piece and parcel of one standard sized Covered Car Parking Space (without shutter),

being **Car Parking Space No. '.....'**, on the **Ground Floor**, in '**Block-.....'**, measuring **Square Feet be the same a little more or less**, lying and situated in the building complex namely "**ADI GURU RESIDENCY**", morefully described in the Second Schedule hereunder written, lying and situated on the plot of land, which is more fully described in the First Schedule hereunder written [**SOLD PROPERTY/SAID PROPERTY**].

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS**

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5.1 **Representations and Warranties Regarding Title** : The Landowners/Vendors and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

5.1.1 **CHAIN OF TITLE REGARDING ABSOLUTE OWNERSHIP OF SABITA BALA NASKAR, LANDOWNER HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, IS AS FOLLOWS :**

5.1.1.1 **Absolute Recorded Ownership of Surendra Nath Naskar** : One Surendra Nath Naskar, son of Late Bhadreswar Naskar, was the absolute recorded owner of land measuring :

R.S./L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Nature of Land	Absolute Ownership [In Decimal]
1087	34	710	88	Bastu	22
1090	34	710	88	Bastu	<u>29</u>
					51

In total land measuring 51 (Fifty One) Decimals more or less in R.S./L.R. Dag Nos. 1087 & 1090, under R.S. Khatian No. 34 corresponding to Khatian No. 145, L.R. Khatian No. 710 (in the name of Surendra Nath Naskar), lying and situated at Mouza - Kadampukur, J.L. No. 25, Re. Sa. No. 83, Touzi No. 173, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, alongwith other lands in different dags.

5.1.1.2 **Registered General Power of Attorney Executed by the said Surendra Nath Naskar in favour of his son, Harendra Nath Naskar** : While in absolute possession and absolute ownership over the aforesaid property alongwith other properties, the said Surendra Nath Naskar executed a Registered Deed of General Power of Attorney, appointing his son, Harendra Nath Naskar as his constituted attorney, with power to gift, sell, transfer and convey his aforesaid property alongwith other properties

and/or any part of it to any third parties. The said General Power of Attorney was executed on 25.02.2004, and registered on 26.02.2004, registered in the office of the Addl. Registrar of Assurances-III, Calcutta, and recorded in Book No. IV, Volume No. 18, Page from 75 to 80, being Deed No. 817 for the year 2004.

- 5.1.1.3 **Gift by the said Harendra Nath Naskar to his wife, Sabita Bala Naskar** : By the strength of the aforesaid Registered General Power of Attorney as duly executed by his father, Surendra Nath Naskar in favour of his son, Harendra Nath Naskar and in accordance with the clauses/provisions as stated in the said Registered General Power of Attorney, the said Harendra Nath Naskar as constituted attorney of his father, Surendra Nath Naskar, gifted ALL THAT piece and parcel of land measuring :

R.S./L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Total Ownership [In Decimal]	Nature of Land	Gifted Property [In Decimal]
1087	34	710	22	Bastu	14
1090	34	710	29	Bastu	<u>29</u>
					43

In total gifted plot of land measuring 43 (Forty Three) Decimals more or less, comprised in R.S./L.R. Dag Nos. 1087 & 1090, under R.S. Khatian No. 34 corresponding to Khatian No. 145, L.R. Khatian No. 710 (in the name of Surendra Nath Naskar), lying and situated at Mouza - Kadampukur, J.L. No. 25, Re. Sa. No. 83, Touzi No. 173, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, to his wife, Sabita Bala Naskar (Landowner herein), by the strength of a Registered Deed of Gift, which was executed on 22.12.2004, and registered on 23.12.2004, registered in the office of the Addl. Registrar of Assurances, Calcutta, and recorded in Book No. I, Volume No. 1, Page from 1 to 18, being Deed No. 05045 for the year 2005.

- 5.1.1.4 **Absolute Ownership of Sabita Bala Naskar under Deed No. 05045 for the year 2005** : Thus on the basis of the aforementioned Registered Deed of Gift, bearing Deed No. 05045 for the year 2005, the said Sabita Bala Naskar, Landowner herein, is the absolute owner of ALL THAT piece and parcel of land measuring :

R.S./L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Nature of Absolute Ownership Land	[In Decimal]
1087	34	710	88	Bastu	14
1090	34	710	88	Bastu	<u>29</u>
					43

In total a demarcated plot of Bastu land measuring 43 (Forty Three) Decimals more or less including building thereon, comprised in R.S./L.R. Dag Nos. 1087 & 1090, under R.S. Khatian No. 34 corresponding to Khatian No. 145, L.R. Khatian No. 710 (in the name of Surendra Nath Naskar), lying and situated at Mouza - Kadampukur, J.L. No. 25, Re. Sa.

No. 83, Touzi No. 173, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, and which is morefully described in the First Schedule hereunder written.

5.1.1.5 **Record by Sabita Bala Naskar** : While in absolute possession and absolute ownership over the aforesaid property, the said Sabita Bala Naskar (Landowner herein) duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 836, and also in the record of the concerned Patharghata Gram Panchayet.

5.1.2 **REGISTERED DEVELOPMENT AGREEMENT & REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :**

5.1.2.1 **Registered Development Agreement** : The said Sabita Bala Naskar, Landowner herein, entered into a Registered Development Agreement with one Diganta Construction, Developer herein, for developing her aforesaid plot of land and which is morefully described in the First Schedule hereunder written, with some terms and conditions mentioned in the said Development Agreement. The said Development Agreement was registered on 18.04.2022, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2022, Page from 298447 to 298479, being Deed No. 152306871 for the year 2022.

5.1.2.2 **Registered Development Power of Attorney After Registered Development Agreement** : On the basis of the aforesaid Registered Development Agreement, the said Sabita Bala Naskar, Landowner herein, executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said Sabita Bala Naskar, duly appointed and nominated the said Diganta Construction, Developer herein as her constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney was registered on 18.04.2022, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2022, Page from 299777 to 299792, being Deed No. 152306902 for the year 2022.

5.1.3

5.1.3 **SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING/COMPLEX :**

5.1.3.1 **Sanction of Building Plan** : The said Developer as constituted attorney of the said owner, duly sanctioned a building plan (G+4) from the concerned District Engineer, Zilla Parishad, North 24 Parganas vide Approval Order No. 1603/RPS dated 29.12.2023.

5.1.3.2 **Construction of Building Complex** : On the basis of the aforesaid sanctioned building plan, the said Developer, constructing a G+4 storied building complex namely "**ADI GURU RESIDENCY**" on the said plot of

land and which is morefully described in the First Schedule hereunder written, consisting its two blocks i.e. 'Block-I' & 'Block-II'.

5.1.4 **DESIRE OF PURCHASE & ACCEPTANCE AND SALE CONSIDERATION**

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5.1.4.1 **Desire of Purchasers for purchasing a Flat & Covered Car Parking Space from Developer's Allocation :**

The Purchasers herein perused and inspected Title Deeds, Registered Development Agreement, Registered Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied themselves in regards thereto and approached to the said Diganta Construction, Developer/Confirming Party herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '....'**, on the **Floor**, **Side**, measuring (.....) **Square Feet be the same a little more or less of super built up area corresponding to (.....) Square Feet be the same a little more or les of carpet area**, ALONGWITH piece and parcel one standard sized **Covered Car Parking Space** (..... shutter), on the **Ground Floor**, measuring (.....) **Square Feet be the same a little more or less**, lying and situated in the said building complex namely "**ADI GURU RESIDENCY**", morefully described in the Second Schedule hereunder written, lying and situated on the said plot of land which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building, from Developer's Allocation [**Hereinafter called and referred to as the SAID FLAT & COVERED CAR PARKING SPACE/SAID PROPERTY**].

5.1.4.2 **Acceptance by Developer :** The Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID FLAT & COVERED CAR PARKING SPACE/SAID PROPERTY** morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.4.3 **Consideration :** The total sale consideration of the **SAID FLAT** is **Rs..... (Rupees)** only AND the total consideration for of the **SAID COVERED CAR PARKING**

SPACE is (**Rupees**) **only**, in aggregated consideration of **Rs.**..... (**Rupees**) **only**, and subsequently the Purchasers herein already paid the same to the said Diganta Construction, Developer/Confirming Party herein as per memo attached herewith.

5.1.5 **LAND SHARE & SHARE IN COMMON PORTIONS :**

5.1.5.1 **Land Share :** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat & Covered Car Parking Space morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat & Covered Car Parking Space bear to the total super built-up area of the Said Building.

5.1.5.2 **Share In Common Portions :** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building is attributable to the Said Flat & Covered Car Parking Space (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat & Covered Car Parking Space bear to the total super built-up area of the Said Building.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES :** The Landowners/Vendors and Developer/Confirming Party hereby represent, warrant and covenant regarding encumbrances as follows :

6.1 **No Acquisition/Requisition :** The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat & Covered Car Parking Space and/or any part of the property in which the building is lying and declare that the Said Flat & Covered Car Parking Space is/are not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

- 6.1.1 **No Encumbrance** : The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat & Covered Car Parking Space or any part thereof can or may be impeached, encumbered or affected in title.
- 6.1.2 **Right, Power and Authority to Sell** : The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat & Covered Car Parking Space to the Purchasers herein.
- 6.1.3 **No Dues** : No tax in respect of the Said Flat & Covered Car Parking Space is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowners/Vendors and the Developer/Confirming Party herein.
- 6.1.4 **No Mortgage** : No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat & Covered Car Parking Space or any part thereof.
- 6.1.5 **No Personal Guarantee** : The Said Flat & Covered Car Parking Space is/are not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.6 **No Bar by Court Order or Statutory Authority** : There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat & Covered Car Parking Space or any part thereof.

7. **BASIC UNDERSTANDING :**

- 7.1 **Agreement to Sell and Purchase** : The Purchasers herein have approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT & COVERED CAR PARKING SPACE/SAID PROPERTY** morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat &

Covered Car Parking Space from the Developer/Confirming Party and Landowners/Vendors herein through Developer's Allocation and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said property on

8. **TRANSFER :**

8.1 **Hereby Made :** The Developer/Confirming Party and Landowners/Vendors hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT & COVERED CAR PARKING SPACE/SAID PROPERTY** morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building complex, described and referred in the Part-II of the Third Schedule hereinafter written.

8.1.1 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees)** only paid by the Purchasers to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

9. **TERMS OF TRANSFER :**

9.1 **Salient Terms :** The transfer being affected by this Conveyance is :

9.1.1 **Sale :** A sale within the meaning of the Transfer of Property Act, 1882.

9.1.2 **Absolute :** Absolute, irreversible and perpetual.

9.1.3 **Free from Encumbrances :** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vesting and liabilities whatsoever.

- 9.2 **SUBJECT TO** : The transfer being effected by this Conveyance is subject to :
- 9.2.1 **Indemnification** : Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at their own cost and expenses, forthwith take all necessary steps to remove and/or rectify.
- 9.2.2 **Transfer of Property Act** : All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 9.2.3 **Delivery of Possession** : Khas, vacant and peaceful possession of the Said Flat & Covered Car Parking Space have been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 9.2.4 **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoing and levies of or on the Said Flat & Covered Car Parking Space, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat & Covered Car Parking Space and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful

eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.

9.2.6 **No Objection to Mutation** : The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in all records of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat & Covered Car Parking Space in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

9.2.7 **Further Acts** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Landowners/Vendors and Developer/Confirming Party and/or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Demarcated Plot of Land & Premises]

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring **43 (Forty Three) Decimals be the same a little more or less**, lying and situated at **Mouza - Kadampukur**, J.L. No. 25, Re. Sa. No. 83, Touzi No. 173, Pargana - Kalikata, P.S. Rajarhat, comprised in **R.S./L.R. Dag Nos. 1087 & 1090**, under R.S. Khatian No. 34 corresponding to Khatian No. 145, **L.R. Khatian No. 836 (in the name of Sabita Bala Naksar, Landowner herein)**, A.D.S.R.O. Rajarhat, New Town, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, Pin No. 700135, in the State of West Bengal. The said plot of land is butted and bounded as follows :-

ON THE NORTH	:	60 ft. Wide Road.
ON THE SOUTH	:	Land under R.S./L.R. Dag Nos. 1109 & 1111.
ON THE EAST	:	Land of Sashadhar Naskar & Others.
ON THE WEST	:	Land of Rabin Naskar & Others.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Sold Property/Said Property]

[Description of Flat & Covered Car Parking Space]

ALL THAT piece and parcel of one independent Tiles flooring residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, in '**Block-.....**', measuring **Square Feet be the same a little more or less of super built up area corresponding to Square Feet be the same a little more or less of carpet area**, consisting Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilet & Balcony, **ALONGWITH** piece and parcel of one cement flooring standard sized Covered Car Parking Space (without shutter), being **Car Parking Space No. '.....'**, on the **Ground Floor**, in '**Block-.....**', measuring **Square Feet be the same a little more or less**, lying and situated in the said building complex namely "**ADI GURU RESIDENCY**", lying and situated at Mouza - Kadampukur, J.L. No. 25, Re. Sa. No. 83, Touzi No. 173, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag Nos. 1087 & 1090, under R.S. Khatian No. 34 corresponding to Khatian No. 145, L.R. Khatian No. 836, A.D.S.R.O. Rajarhat, New Town, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, Pin No. 700135, in the State of West Bengal, lying and situated on the said plot of land, which is more fully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat/said property, lying in the said building/complex. A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartible share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartible share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities of Building/Complex]

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.

- :: Overhead Water reservoir/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters. Lights and fittings in the common area and spaces.
- :: Open and/or covered paths and passages. Decorative Entrance Looby.
- :: Ultimate Roof of the building.
- :: Water pump/s, water pipe line and motor/s.
- :: Boundary walls and main gates of the Said Building.
- :: Air Conditioned Community Hall, A.C. Gym, Children Park and 24 hours water supply.
- :: 24 hours Security, Power backup with generator.
- :: CC TV, Intercom, Temple.
- :: Right of common passage in common portion, installation of T.V. Antenna, A.C. Outdoor units etc.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

THE FIFTH SCHEDULE ABOVE REFERRED TO
[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-

constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building].

7. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building.
8. Rates and Taxes : Panchayet Tax, Surcharge, Water Tax and other levies in respect of the said building save those separately assessed on the buyer/s.
9. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building.

THE SIXTH SCHEDULE ABOVE REFERRED TO
[Rights and obligations of the Purchasers]

Absolute User Right :

The purchasers shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat & car parking space owners of the building :

1. The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat & car parking space including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchasers shall have to maintain the floor of the said flat & car parking space, so that it may not cause leakage or slippage to the floor underneath.
3. Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchasers shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said

property provided always that the purchasers shall restore forthwith such dug up holes or excavations at their own costs and expenses.

4. Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. Mutating their names as owners of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
6. Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the property described in schedule in any manner, so as to effect the vendors/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.
7. Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.
8. To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.
9. Right to park one standard sized four/two wheeler in the said car parking space, without disturbing the other flat/car parking space owners of the said building.

Obligations :

1. The purchasers shall not store any inflammable and/or combustible articles in the said flat & car parking space, but excluding items used in kitchen and personal purpose.
2. The purchasers shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.

3. The purchasers shall not make any additions and alterations in the property, whereby the main building may be damaged, but the purchasers shall be entitled to erect wooden partition only in the said flat for the purpose of their family requirement.
4. The purchasers will not fix and/or construct any shed/shutter over the open space of the said car parking space.
- 5._____The purchasers use the said car parking space as it is condition as the developer constructed in the said building.
- 6._____The purchasers must allow the other garage/car parking space owners for free access or free moving of his/her/their car in the building.
7. The purchasers shall also pay their proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.
- _____
8. Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building or premises.
2. The right in common with the other purchasers to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the said units as far as may be reasonably necessary for the beneficial use and occupation of the respective units and/or parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the units as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building.

5. The right with or without workmen and necessary materials to enter from time to time upon the units for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchasers shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchasers fulfilling their obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchasers shall co-operate with the vendors/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

2. Upon formation of the Association/Society, the vendors/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchasers or otherwise after adjusting all amounts his/her/their remaining due and payable by the purchasers and the amounts so transferred henceforth be so held the Association/Society under the account of purchasers for the purpose of such deposit.
3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendors/developer for all liabilities due to non fulfillment of his/her/their respective obligations by the co-owners and/or the Association/Society.

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

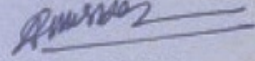
SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

Witnesses :-

1.

DIGANTA CONSTRUCTION



Proprietor

Abhijit Naskar
Proprietor of
Diganta Construction

Developer/Confirming Party

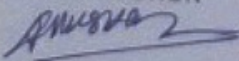
DATED THE DAY OF 2024

DEED OF CONVEYANCE

BETWEEN

Sabita Bala Naskar
Landowners/Vendors

DIGANTA CONSTRUCTION



Proprietor