

**:: DEED OF CONVEYANCE ::**

**THIS DEED OF CONVEYANCE** made this the ..... day of .....  
in the year Two Thousand & Twenty Four **(2024)**

**B E T W E E N**

- 1) **NISHAT SALAM** (PAN: AKTPS6889A; AADHAAR: 3525 8151 2924), widow of Late Abdul Salam Khan, by occupation business woman;
- 2) **AMREEN SALAM** (PAN: BYGPK2470M; AADHAAR: 7329 0912 2482), wife of Mohammad Amir Khan and daughter of Late Abdul Salam Khan, by occupation housewife;
- 3) **SIMRAN SALAM** (PAN: GVTPS0745G; AADHAAR: 4942 8345 6678), daughter of Late Abdul Salam Khan, by occupation student;
- 4) **MUBASSHIR SALAM KHAN** (PAN: DNAPK1644C; AADHAAR: 9424 3222 9424), son of Late Abdul Salam Khan, by faith Muslim, by nationality Indian, by occupation business, residing at premises No. 59, Bon Behari Bose Road, Shibpur, Police Station Howrah, Post Office Ramkrishnapur, District Howrah – 711101;

All under Sl. Nos. 1 to 4 hereinafter jointly called and referred to as the **VENDORS**, which term or expression shall unless excluded by or made repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

AND

**M/S. UROOJ** (PAN : DUHPK5768K), a proprietorship concern having its office and principal place of business at premises No. 59, Bon Behari Bose Road, Shibpur, Police Station Howrah, Post Office Ramkrishnapur, District Howrah – 711 101 represented by its sole proprietor **MD AZAM KHAN** (PAN : DUHPK5768K; AADHAAR : 2621 0280 2101), son of Saidur Rahman Khan, by faith Muslim, by nationality Indian, by occupation business, residing at premises No. 59, Bon Behari Bose Road, Shibpur, Police Station Howrah, Post Office Ramkrishnapur, District Howrah – 711 101 hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or made repugnant to the subject or context be deemed to mean and include its sole proprietor and his heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

AND

\_\_\_\_\_ (**PAN-**\_\_\_\_\_, **AADHAAR No.** \_\_\_\_\_  
 \_\_\_\_\_) son of \_\_\_\_\_, by faith Hindu, by  
 nationality Indian, by occupation \_\_\_\_\_ and residing at \_\_\_\_\_  
 \_\_\_\_\_, hereinafter  
 called and referred to as the **PURCHASER**, which term or expression shall  
 unless excluded by or made repugnant to the context be deemed to mean and  
 include his/her/their legal heirs, executors, administrators, legal  
 representatives and/or assigns, of the **THIRD PART**.

**A. WHEREAS** in this Deed of Conveyance unless it is found contrary or  
 repugnant to the context -

- i) **VENDORS** shall mean (1) **NISHAT SALAM** and (2) **AMREEN SALAM**, (3)  
**SIMRAN SALAM**, and (4) **MUBASSHIR SALAM KHAN** and include their  
 respective heirs, executors, administrators, legal representatives and/or  
 assigns) of the **ONE PART**.
- ii) **PURCHASER(S)** shall mean \_\_\_\_\_  
 and include his/her/their legal heirs, executors, administrators, legal  
 representatives, successors and/or assigns.
- iii) **DEVELOPER** shall mean **M/S. UROOJ** and include its sole proprietor,  
**MD. AZAM KHAN** and his legal heirs, executors, administrators, legal  
 representatives, successors and/or assigns.
- iv) **SCHEDULE PROPERTY** shall mean premises Holding No. 222, G.T.  
 Road (South), Police Station Shibpur, District Howrah, Pin: 711102 as  
 more fully and particularly described in the **FIRST SCHEDULE**  
 hereunder.
- v) **BUILDING PLAN** shall mean and include **Building Permit No. SWS-**  
**OBPAS/1902/2023/1391 dated 16.03.2024** sanctioned by Howrah  
 Municipal Corporation including necessary maps or plans and drawings

submitted by the vendors before the competent authorities of Howrah Municipal Corporation for sanction of the building plan in accordance with the Howrah Municipal Corporation Act, 1980 and/or the Rules and Regulations framed there under, as amended up-to-date for the construction of a B+G+5 storied building at the Schedule Property.

- vi) **FLAT** shall mean the covered space or spaces in the said building capable of being exclusively occupied for **Residential Purpose**.
- vii) **SCHEDULE FLAT** shall mean **Flat No.”\_\_\_\_”**, containing **Carpet area** about \_\_\_\_\_ **Sq.ft.**, **built up area** about \_\_\_\_\_ **square feet**, **Super built-up area** about \_\_\_\_\_ **square feet** on the \_\_\_\_\_ **Floor** of the proposed building at the schedule property as more fully and particularly described in the **SECOND SCHEDULE** hereinafter written.
- x) **IMPARTIBLE SHARE IN LAND** shall mean the proportionate undivided impartible share of the purchaser in the land as described in the First Schedule and elsewhere in these presents.
- xi) **SUPER BUILT-UP AREA** shall mean the Built-up area plus 30% added thereon.
- xii) **BUILT-UP AREA** shall mean the built-up area measured at floor level of any Shop taking the external dimension of the Shop including the built-up area of Balconies/Verandahs save common walls separating one Shop from the other of which 50% only to be added including the proportionate share of stair-case and lift area.
- xiii) **COMMON PARTS and/or PORTIONS** shall mean the parts and equipments provided and/or installed in the said land or in the said Building for common use and enjoyment as more fully and particularly described in the Fourth Schedule hereunder.

- xiv) **COMMON EXPENSES** shall mean the expenses for common purpose including those mentioned in the Fifth Schedule hereunder written.
- xv) **CO-OWNERS** shall, according to its context, mean all persons who own flat/ Shop/apartment/covered space or who have agreed to own flat/apartment / Shop /covered space in the said building at the schedule property including the Vendor.

**WHEREAS** one Amritlal Mukhopadhyay while fully seized and possessed of or otherwise well and sufficiently entitled to as the sole and absolute owner and occupier of ALL THAT MOKARARI MOURASHI BASTU land measuring 12 Cottahs 07 Chittacks 33 Square feet more or less with structure standing thereon including all easement rights being the then Holding No. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 sold, transferred and conveyed the same for valuable consideration to Krishnadhan Bandopadhyay by virtue of a Deed of Sale registered on 13.10.1923.

**AND WHEREAS** the said Krishnadhan Bandopadhyay while fully seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** MOKARARI MOURASHI BASTU land measuring 12 Cottahs 07 Chittacks 33 Square feet more or less with structure standing thereon including all easement rights being the then Holding No. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 died in testate prior to the year 1956 leaving behind him surviving his five sons namely Sri Baruneshwar Bandopadhyay, Sri Bhubaneshwar Bandopadhyay, Sri Biseswar Bandopadhyay, Sri Kashiswar Bandopadhyay and Sri Tarakeshwar Bandopadhyay as his only 5 (five) heirs and/or or successors upon intestacy in accordance with the then Hindu Law of succession.

**AND WHEREAS** one of the above named 5 (five) brothers, namely, Sri Tarakeshwar Bandopadhyay, while fully seized and possessed of or otherwise well and sufficiently entitled to his undivided share or interest in **ALL THAT**

Mokarari Mourashi Bastu land measuring 12 Cottahs 07 Chattacks 33 Square feet more or less with structure standing thereon including all easement rights being the then Holding No. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 died intestate leaving behind him surviving his wife Sm. Anila Devi (having then a widow's life interest) and 3 (three) minor sons namely Sri Paban Kumar Bandopadhyay. Sri Tapan Kumar Bandopadhyay and Sri Khoka Bandopadhyay.

**AND WHEREAS** one of the above named 5 (five) brothers, namely, Sri Biseswar Bandopadhyay, filed a Partition Suit being Title No. 55 of 1946 in the court of Learned District Judge at Howrah and by a Final Partition Decree of Compromise passed in the said suit the aforesaid property being **ALL THAT** Mokarari Mourashi Bastu land measuring 12 Cottahs 07 Chattacks 33 Square feet more or less with structure standing thereon including all easement rights being the then Holding No. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 was allotted in favour of Sri Baruneshwar Bandopadhyay absolutely and forever.

**AND WHERAS** by virtue of the aforesaid Final Partition Decree of Compromise the said Sri Baruneshwar Bandopadhyay became the sole and absolute owner of **ALL THAT** Mokarari Mourashi Bastu land measuring 10 Cottahs 12 Chittacks 27 Square feet more or less together with structure standing thereon including all easement rights situated lying at and being Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 as more fully and particularly described in **"KA"** schedule of the said Final Partition Decree of Compromise as well as **ALL THAT** Mokarari Mourashi Bastu land measuring about 1 Cottahs 7 chittacks 33 Square feet more or less together with structure standing thereon including all easement rights situated lying at and being Holding No. 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 as more fully and particularly described in **"KHA"** schedule of the said Final Partition Decree of Compromise and

exercised his right of absolute ownership in respect thereof without any let hindrance claim question or demand from any quarter.

**AND WHEREAS** the said Sri Baruneshwar Bandopadhyay while fully seized and possessed of or otherwise well and sufficiently entitled to the aforesaid two properties mentioned in “**KA**” and “**KHA**” schedule of the said Final Partition Decree of Compromise containing a total land area of about 12 Cottahs 07 Chattacks 33 Square feet be the same a little more or less with structure standing thereon including all easement rights and comprised in Holding Nos. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 sold, transferred and conveyed the same for valuable consideration to Sri Harendra Krishna Das by virtue of a Deed of Sale executed and registered on 30.01.1948 in the office of the Additional District Sub-Registrar at Calcutta vide Book No. I, Volume No. 20, at Pages 192 to 198, Being Deed No. 338, for the year 1948.

**AND WHEREAS** by virtue of transfer inter vivos in the manner aforesaid the said Harendra Krishna Das became the sole and absolute owner of the aforesaid two properties mentioned in “**KA**” and “**KHA**” schedule of the said Final Partition Decree of Compromise containing a total land area of 12 Cottahs 07 Chattacks 33 Square feet more or less with structure standing thereon including all easement rights and comprised in Holding Nos. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 and exercised his right of absolute ownership in respect thereof and applied before the then Howrah Municipality for amalgamation of the aforesaid two properties and in pursuance thereof the aforesaid two properties being Holding No. 222/1, G.T. Road (South) and Holding No. 222, G.T. Road (South) were amalgamated into one Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin 711 102 and the name of Harendra Krishna Das was mutated in the assessment records of then Howrah Municipality as the sole and absolute owner thereof.

**AND WHEREAS** the said Harendra Krishna Das while fully seized and possessed of or otherwise well and sufficiently entitled to the amalgamated Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 as more fully and particularly described in the **FIRST SCHEDULE** hereinafter written and in short hereinafter referred to as the **SCHEDULE PROPERTY** died sometime in the year 1960 leaving behind his wife Smt. Nikunjo Bala Dasi and four sons, namely, Prosonna Kumar Das, Arun Kumar Das, Prasanta Kumar Das and Provat Kumar Das and one daughter, namely, Smt Namita Das (two of his minor and unmarried daughters having predeceased him) as his only six heirs and/or successors upon intestacy to inherit all his right, title and interest in the schedule property in equal  $1/6^{\text{th}}$  Share each in accordance with Hindu Law of Succession.

**AND WHEREAS** the said Sm. Nikunjo Bala Dasi while fully seized and possessed or otherwise well and sufficiently entitled to her undivided  $1/6^{\text{th}}$  share or interest in the schedule property died intestate sometime in the year 1971 and her undivided  $1/6^{\text{th}}$  share or interest in the schedule property devolved upon her above named said 4 (four) sons and 1 (one) daughter, namely, Prosonna Kumar Das, Arun Kumar Das, Prasanta Kumar Das, Provat Kumar Das and Smt Namita Das in equal shares in accordance with Hindu Law of Succession.

**AND WHEREAS** the above named Prosonna Kumar Das while fully seized and possessed or otherwise well and sufficiently entitled to his undivided  $1/5^{\text{th}}$  share or interest in the schedule property died in testate as a bachelor immediately after the death of his mother in the year 1971, as aforesaid, and upon his death his undivided  $1/5^{\text{th}}$  share or interest in the schedule property devolved upon his 3 (three) surviving brothers, namely, Arun Kumar Das, Prosanta Kumar Das, Provat Kumar Das and 1 (one) surviving sister, namely, Sm. Namita Das as his only four heirs and/or successors upon intestacy to inherit his undivided  $1/5^{\text{th}}$  right, title and interest in the schedule property in equal  $1/4^{\text{th}}$  Share each in accordance with Hindu Law of Succession.

**AND WHEREAS** the said Prosanta Kumar Das died intestate on 21.12.2010 leaving behind him surviving his widow Smt. Gayatri Das, and 2 (two) married daughters, namely, Smt. Madhu Chanda Ghosh and Smt. Sharmistha Biswas as his only 3 (three) heirs and/or successors upon intestacy under the Hindu Succession Act, 1956, who jointly inherited the undivided 1/4<sup>th</sup> share of the said Prosanta Kumar Das, since deceased, in the schedule property in equal shares.

**AND WHEREAS** the said Provat Kumar Das died intestate on 19.04.2006 leaving behind him surviving his one son, namely, Sri Amit Das and one married daughter, namely, Smt. Rita Roy, as his only two heirs and/or successors upon intestacy under the Hindu Succession Act, 1956 (his wife, Sm. Rama Das having predeceased him on 06.01.2006), who jointly inherited the undivided 1/4<sup>th</sup> share of the said Provat Kumar Das, since deceased, in the schedule property in equal shares.

**WHEREAS** the said Smt. Gayatri Das, Smt. Madhu Chanda Ghosh and Smt. Sharmistha Biswas gifted their joint undivided 1/4<sup>th</sup> share in the schedule property to Sri Amit Das, son of Late Provat Kumar Das, by jointly executing a Deed of Gift on 01.08.2014 in favour of Sri Amit Das which was registered in the Office of Additional Registrar of Assurance-I, Kolkata in Book No. I, Volume No. 1901-2019, pages from 115415 to 115441, Being No. 190102362 for the year 2019 and pursuant to such Gift the said Sri Amit Das who already had 1/8<sup>th</sup> share in the schedule property by virtue of inheritance from his father, Provat Kumar Das, Since deceased, acquired further 1/4<sup>th</sup> share or interest in the schedule property from the above named heirs of Prasanta Kumar Das, since deceased, and thus became entitled to an undivided 3/8<sup>th</sup> (37.5%) share or interest in the schedule property.

**AND WHEREAS** the above named Arun Kumar Das, son of Late Harendra Krishna Das, while fully seized and possessed of or otherwise well and sufficiently entitled to an undivided 1/4<sup>th</sup> (25%) share or interest of the

schedule property died intestate in the year 2013 leaving behind him his wife Sm. Pushpa Das and two sons, namely, Sri Amlan Das and Sri Anirban Das as his only three heirs and/or successors upon intestacy who jointly inherited the said undivided 1/4<sup>th</sup> (25%) share of Late Arun Kumar Das in the schedule property in equal shares in accordance with the provisions of The Hindu Succession Act, 1956.

**AND WHEREAS** the said SMT. NAMITA DAS, wife of Mihir Das and daughter of Late Harendra Krishna Das gifted her 1/4<sup>th</sup> (25%) share or interest in the schedule property to SHRI AMIT DAS, son of Late Provat Kumar Das by executing a Deed of Gift on 10.05.2019 in favour of Shri Amit Das, which was Registered in the office of Additional District Sub-Registrar Howrah in Book No. I, Volume No. 0502-2019, Pages from 110482 to 110511, Being No. 050203306, for the year 2019 and after such gift the said AMIT DAS became the owner of 62.5% share in the property [his personal 1/8<sup>th</sup> (12.5%) share + 1/4<sup>th</sup> (25%) gifted share of Smt. Gayatri Das, Smt. Madhu Chanda Ghosh and Smt. Sharmistha Biswas + 1/4<sup>th</sup> (25%) gifted share of Smt. Namita Das].

**AND WHEREAS** the said SMT. RITA ROY wife of Asish Kumar Roy and daughter of Late Provat Kumar Das gifted her undivided 1/8<sup>th</sup> (12.5%) share or interest in the schedule property to her brother, SHRI AMIT DAS, son of Late Provat Kumar Das by executing a Deed of Gift on 10.05.2019 in favour of the said Shri Amit Das, which was registered in the office of Additional District Sub-Registrar Howrah in Book No. I, Volume No. 0502-2019, pages from 110451 to 110481, Being No. 050203307, for the year 2019 and after such gift the said AMIT DAS became the owner of 3/4<sup>th</sup> (75%) share or interest in the schedule property [his personal 1/8<sup>th</sup> (12.5%) share + 1/4<sup>th</sup> (25%) gifted share of Smt. Gayatri Das and others + 1/4<sup>th</sup> (25%) share of Smt. Namita Das + 1/8<sup>th</sup> (12.5%) share of Smt. Rita Roy].

**AND WHEREAS** by virtue of a Deed of Conveyance executed on 20<sup>th</sup> day of May 2019 and registered in the office of Additional District Sub-Registrar Howrah in

Book No. I, Volume No. 0502-2019, pages from 112553 to 112597, Being No. 050203376 for the year 2019 the said Sm. Pushpa Das, Sri Amlan Das and Sri Anirban Das sold, transferred and conveyed for valuable consideration their undivided 1/4<sup>th</sup> (25%) share or interest in the schedule property free from all encumbrances unto and in favour of Abdul Salam Khan, the predecessor-in-title of the owners herein.

**AND WHEREAS** by virtue of a Deed of Conveyance executed on 27<sup>th</sup> day of May 2019 and registered in the office of Additional District Sub-Registrar Howrah in Book No. I, Volume No. 0502-2019, pages from 113646 to 113685, Being No. 050203418 for the year 2019 the said Sri Amit Das, son of Late Provat Kumar Das sold, transferred and conveyed for valuable consideration his undivided 3/4<sup>th</sup> (75%) share or interest in the schedule property free from all encumbrances unto and in favour of Abdul Salam Khan, the predecessor-in-title of the owners herein.

**AND WHEREAS** by virtue of the transfer inter vivos through two several conveyances conveying 1/4<sup>th</sup> (25%) share and 3/4<sup>th</sup> (75%) share respectively of the schedule property in favour of Abdul Salam Khan in the manner aforesaid the said Abdul Salam Khan became the sole and absolute owner of the schedule property being **ALL THAT** piece or parcel of land measuring 12 Cottahs 07 Chattacks 33 Square feet more or less together with structure standing thereon including all easement rights situate lying at and being amalgamated Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 as more fully and particularly described in the **FIRST SCHEDULE** hereinafter written and exercised his right of absolute ownership in respect thereof without any let, hindrance, claim, question or demand being raised by anybody and mutated his names in the land records as well as in the assessment records of Howrah Municipal Corporation and paid rates and taxes in respect of the schedule property.

**AND WHEREAS** the said Abdul Salam Khan died in testate on 23.11.2020 leaving behind him surviving the Vendors herein as his only four surviving legal heirs and/or successors upon intestacy to inherit all his right, title and interest over and in respect of the schedule property in accordance with Islamic Shariat Law of Inheritance.

**AND WHEREAS** by virtue of intestate succession in the manner aforesaid the Vendors are thus the joint absolute owners of the schedule property being **ALL THAT** piece or parcel of land measuring 12 Cottahs 07 Chattacks 33 Square feet more or less together with structure standing thereon including all easement rights situate lying at and being amalgamated Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 within Municipal limits of the Howrah Municipal Corporation Ward No. 34 having Assessee No. 32240, as more fully and particularly described in the **FIRST SCHEDULE** hereinafter written with all right title and interest appertaining thereto and have been exercising their right as the joint absolute owners in respect thereof without any let hindrance claim question or demand from any quarter.

**AND WHEREAS** the Vendors jointly and voluntarily decided to develop the schedule property by constructing a multi storied building thereat in accordance with the Building Plan to be sanctioned by the competent authorities of the Howrah Municipal Corporation.

**AND WHEREAS** the vendors while absolutely seized and possessed of or otherwise well and sufficiently entitled to the Scheduled Property upon the approach of the Developer entered into a joint venture Development Agreement dated 23.12.2021 Registered in the Office of A.D.S.R., Howrah in Book No. I, Volume No. 0502-2022, Pages From 5199 to 5261, Being No. 050213460 for the year 2021 with the Developer for the construction of the proposed building over the schedule property in accordance with the Building Permit No. SWS-OBPAS/1902/2023/1391 dated 16.03.2024 duly sanctioned by Howrah

Municipal Corporation subject to certain terms and conditions hereinafter appearing.

**AND WHEREAS** in terms of the said joint venture agreement the developer is entitled to sell the owners' allocation as well as developer's allocation in the proposed new building at the schedule property and as such the developer is fully entitled to enter into this agreement for sale with the Purchaser for sale of **ALL THAT Flat No. "\_\_\_\_"**, containing **Carpet area** about \_\_\_\_\_ **Sq.ft., built up area** about \_\_\_\_\_ **square feet, Super built-up area** about \_\_\_\_\_ **square feet** on the \_\_\_\_\_ **Floor** of the building named "**The UROOJ TOWER**" as more fully and particularly described in the Second Schedule as more fully and particularly described in the **SECOND SCHEDULE** hereinafter written and in short hereinafter referred to as the **SCHEDULE SHOP**.

**AND WHEREAS** the Purchaser(s) herein had contacted the VENDORS for absolutely acquiring **ALL THAT** the **Flat No. "\_\_\_\_"**, containing **Carpet area** about \_\_\_\_\_ **Sq.ft., built up area** about \_\_\_\_\_ **square feet** and **Super built-up area** about \_\_\_\_\_ **square feet** on the \_\_\_\_\_ **Floor** and in this behalf the parties had entered into an agreement **dated** \_\_\_\_\_, which has been fully acted upon in all respects.

**AND WHEREAS** the Purchaser has inspected the said Flat and has fully satisfied about the condition and construction thereof and has been fully satisfied that the same is fully usable and / or habitable and the Purchaser has paid to the VENDORS the full consideration as is detailed in the memorandum of consideration herein below.

**AND WHEREAS** the Purchaser has called upon the VENDORS to convey to the said Flat, which is more particularly described in the Second Schedule hereunder and delineated in RED Border in the map or plan annexed hereto so that the description in the plan shall have an overriding effect together with the proportionate undivided share and / or interest in the land and common right

over common areas and facilities all of which are collectively hereinafter referred to as the said Flat and the common areas, common facilities are detailed in the **THIRD SCHEDULE** hereunder and as such this conveyance is being executed.

**NOW THIS INDENTURE WITNESSETH** that at and for a consolidated consideration **Rs.** \_\_\_\_\_/- (*Rupees* \_\_\_\_\_  
 \_\_\_\_\_ *only*) duly paid by the Purchaser to the VENDORS at or before the execution of this instrument (*the receipt whereof the VENDORS admit and acknowledge hereby as by the memo of consideration appearing at the foot of this instrument and release and acquit the Purchaser as also the said and every part thereof of an from the same*) the VENDORS doth hereby **GRANT, SELL, CONVEY, TRANSFER, ASSIGN, AND ASSURE** unto the Purchaser ALL THAT THE said flat more particularly described in Second schedule hereunder the same is sold together with the undivided impartibly proportionate share and / or interest in the land of premises described in the First schedule hereunder and right over common areas common facilities and common conveniences which more particularly detailed in **Third Schedule** hereunder and subject to the obligations and / or requirement to be performed and observed by the Purchaser is more particularly described in **Forth Schedule** hereunder and also subject to the payment of the future as are more particularly described in **Fifth Schedule** hereunder and also together with all right over common walls and all other structures, erections, building, water connection, drain connection thereof and / or reputed so to belong AND all right, liberties, easements, privileges, appendages, reversions, reminders and all other right belonging thereunto AND rents issue profits and usufructs thereof TO HAVE AND TO HOLD the same for an indefeasible title in fee simple free from all encumbrances whatsoever absolutely and ever AND THE VENDORS herein doth hereby covenant with the Purchaser that notwithstanding any act deed or thing done by it or knowingly suffered to the contrary the VENDORS have in it good right, full power and absolute authority to grant sell convey, transfer, assign and assure unto the Purchaser the

property hereby sold and that there is no impediment or bar under any law or under any contract preventing it to do so there is no latent or patent defect of title of the VENDORS or that shall be obtained by the Purchaser in the property hereby conveyed AND THE VENDORS do hereby further covenant with the Purchaser that it hereby keep the Purchaser sufficiently harmless and indemnified against any manner of claim question demand or interest that may be raised in future by it or anyone claiming through by under authority from it or in trust or in equity in so far as the absolute title or ownership obtained by the Purchaser in the property hereby conveyed and further that the property hereby conveyed is not subject to any charge, lien, lispence, life interest, debuttar, trust, requisition, acquisition, attachment, scheme or alignment whatsoever and nothing shall alter or defect or make void the absolute title of ownership obtained by the Purchaser in the property hereby conveyed AND THE VENDORS do hereby further convent with the Purchaser that at the cost and request of the Purchaser it shall do all acts and shall execute and registered all necessary document and papers for more perfectly assuring the title of the Purchaser in the property hereby conveyed AND the Purchaser and the VENDORS herein doth mutually covenant with one another that absolute vacant possession of the said Flat has been granted to the Purchaser on and from “\_\_\_\_\_” and the Purchaser is satisfied with the condition of the flat and the Purchaser shall not at any time in future raise any claim or objection regarding the construction or the workmanship or in any other manner whatsoever and that the Purchaser shall regularly pay periodic sums such maintenance charges and otherwise as are detailed in Fifth schedule hereunder and in default of Purchaser pay such periodic sums, the persons or body entrusted with effecting maintenance and other common works shall be entitled to recover the same from Purchaser as a money claim together with interest at 2% per month and notwithstanding such right the they shall also been titled to discontinue the common facilities and common conveniences available to the Purchaser and further

if the vendors is forced to pay and/or bear any tax liability for the authorities calculating the same at the market value of the property and not at the price at which the same is being sold, then the Purchaser shall be bound to pay to the vendors the additional tax liability of the vendors AND THE VENDORS and the PURCHASER doth hereby mutually covenant with one another that the Purchaser shall use or cause to be used the property hereby conveyed for purpose and shall not use the same in any manner so as cause any disturbance or annoyance to other occupants of the entire buildings end or keep any article or vehicle in the common passage and common areas and it is further covenanted between the VENDORS and the Purchaser that the Purchaser by virtue of this instrument is not obtaining right over any portion of the entire building described in the First schedule or any of the peripheral vacant land or other portions save except the said flat and the Purchaser specifically shall not have any right for access to uses, occupation, possession, enjoyment or utilization of the roofs of the building or any other land hereditament or premises save and except the property hereby conveyed as is more particularly described in Second schedule hereunder and the importable undivided proportionate share or interest in the land stated in the First schedule and the rights over common user of the common areas, common facilities and common convenience as are particularly described in Third schedule hereunder and any attempt on the part of the Purchaser to enter into any other portion of the said entire building and especially the roof thereof shall be an act of trespass and the VENDORS shall entitled to use exploit the roofs of the said building according to his absolute discretion and the parties doth further covenant with one another that save that are specifically repugnant by virtue of this conveyance all other terms and conditions as contained in the said agreement between the parties dated “\_\_\_\_\_” shall always remain binding upon the parties provided always that in case of conflict between any term contained in the said agreement dated “\_\_\_\_\_” and any term as contained in this conveyance the term contained in this conveyance shall have precedence and overriding effect.

**FIRST SCHEDULE AS REFERRED TO ABOVE**

**ALL THAT** piece or parcel of land measuring 12 Cottahs 07 Chattacks 33 Square feet more or less together with structure standing thereon including all easement rights situate lying at and being amalgamated Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 within Municipal limits of the Howrah Municipal Corporation Ward No. 34 having Assessee No. 32240, together with all easements attaches thereto and butted and bounded as follows:-

**ON THE NORTH BY** : Holding No. 221, G.T. Road (South), Howrah

**ON THE SOUTH BY** : 223, G.T. Road (South), Howrah (Petrol Pump)

**ON THE EAST BY** : G. T. Road (South), Howrah.

**ON THE WEST BY** : Lokenath Chatterjee Lane.

**OR HOWSOEVER** the schedule property is butted bounded called known numbered demarcated and distinguished.

**SECOND SCHEDULE AS REFERRED TO ABOVE**

(SCHEDULE FLAT)

**ALL THAT** the flat being **Flat No. “\_\_\_\_\_”**, containing **Carpet area** about \_\_\_\_\_ **Sq.ft.**, **built up area** about \_\_\_\_\_ **square feet**, **Super built-up area** about \_\_\_\_\_ **square feet** on the \_\_\_\_\_ **Floor** with **Vitrified Tiles Flooring** of the building named **“THE UROOJ TOWER”** TOGETHER WITH proportionate share in all common parts portions areas and facilities TOGETHER WITH the undivided proportionate share in the land below and underneath the building at Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 within Municipal limits of the Howrah Municipal Corporation Ward No. 34.

**THIRD SCHEDULE AS REFERRED TO HEREIN ABOVE**

*(Common areas and common facilities)*

1. Entirety of the land described in first schedule hereinabove.
2. Staircase on all floors, up to the roof level and staircase landings.
3. Spaces and areas on all floors meant for egress and ingress to the respective flats.
4. Boundary walls, if any, and the main gate and the passages leading from the main gate to the staircase and the right of user for the purpose of egress and ingress only, of the main gate passages, and staircase including landings. Entry gate of the Residential portion of the building will be strictly through Baje Shibpur Road.
5. Tube well reservoir, electrical pump set including motor pump, pump room for the purpose of pumping water from the underground reservoir to the overhead tank for storing water in the event the said Flat described in second Schedule above does not have a specifically allotted overhead tank and the water supply system of pipeline from underground water reservoir to the overhead tank through the water pump as also the water distribution system of pipeline from overhead tank to the flats.
6. The entire drainage system and/or sewerage system, including septic tank, if any.
7. All electrical installations and all electrical wirings including electric motor main for running of the water pump and lighting of the common areas including pathways and staircase as mentioned above.

8. Driveway, pathways and lobby in the ground floor, if any and earmarked specifically for common user.
9. Space for installation of electric meters and board and space for installation of electrical main switch.
10. Right and privilege over vertical and lateral support, easement and quasi easement and appurtenances whatsoever which are in any way connected with flat described in second Schedule above and which are necessary to support the structure and construction of external part of the said flat.
11. External surface of the entire building.
12. Right of access and common user with the other co-occupants of the said apartment/ buildings for the purpose of egress and ingress to the said Flat described in second Schedule above.
13. Right of access to common electrical installations and drainage and sewerage system as shall be essential for repairing any blockage of the drain in the said flat and the water supply system and electric lighting in the common areas mentioned above.
14. Any other portion of the land or building that shall be subsequently notified and specified as being common area by the body or authority trusted with the maintenance and upkeep of the said apartments buildings. Provided always that it is made specifically clear that no part of the roof or any other portion of the entire premises save and except the said portion described in the second schedule shall ever be within the common area or common facility and the Purchaser shall not have any manner of roof right.

**FOURTH SCHEDULE AS REFERRED TO HEREIN ABOVE**

*(Obligations to be observed the by Purchaser)*

1. To duly punctually pay the periodic sums that shall be payable by the Purchaser is more particularly specified in fifth schedule hereunder and in default of payment of such periodic sums, the Purchaser shall be disentitled for the use of common areas, common facilities and common conveniences as shall be applicable and as are specified in third Schedule above or in the alternative the body or authority entrusted with the management, control and upkeep of the common facilities shall be entitled to realise arrear dues from the Purchaser with interest at 2% per month or part thereof for the defaulting period.
2. Not to use the said flat or cause it to be used for any purpose other than **Residential Purpose**, save with the express written consent of the VENDORS or the Association of the flat owners when formed.
3. Not to throw any dirt or rubbish or any other refuse or waste or permit the same to be thrown in the common areas or common passages and especially in the landing of the staircase and not to do any act whereby the soil pipes and/or drainage system may become choked or jammed.
4. Not to keep any pets which shall cause any disturbances or annoyances to any other occupants of the said apartment /building.
5. Not to hang or dry any clothes so that the same may be seen from the outside of the said apartment buildings and not to do any act whereby the beauty and show of the apartment is impaired in any way.
6. Not to do act or cause any act done whereby the serenity, calmness and congenial atmosphere of the apartment/buildings is disturbed in

any way and not to do any act which may cause any nuisance or annoyance to any other occupant of the said apartment/buildings or which in any way disturbs the peaceful, quiet, user and enjoyment for residence of other portion of the said building.

7. To fully co-operate with the other co-owners and/or Co-purchaser of flats of the said apartment and upkeep of the common areas and common facilities and to abide by the laws, bye-laws, rules and regulations framed by the said body for maintenance and upkeep of the said apartment/building and to become member of the said body, and when necessary and pay proportionate charges for formation and registration (if done) thereof.
8. To allow the authorised agent of the VENDORS and/or authorised agent of the body formed for maintenance of common areas, common convenience to enter into the said flat without causing any under inconvenience to the Purchaser for the purpose of checking the installation including electrical installations, plumbing installations, and especially the drainage system for the purpose of effecting repairs necessary for upkeep of common areas and common facilities.
9. Not to create any interference, obstructions or hindrance with the construction to be made by the VENDORS or the transferee of the VENDORS in portions of the said apartment/buildings and/or peripheral vacant land or in the roof without interfering with the ownership of the flat described in second schedule.
10. To apply for within 6 months from the date of this conveyance for mutating the name of Purchaser as owner in respect of the said flat described in second schedule above, and to diligently pursuer such

application for mutation so as to mutate the name of the Purchaser as the owner of the said flat within the shortest span of time.

11. Not to permanently sub-divide the said flat or to transfer or part with any interest or part with possession of any portion of the said flat and to deal with the said flat as a whole flat provided always that it shall not debar the Purchaser from effecting internal decoration .
12. Not to do any act that shall interfere with the structural stability of the entire apartment /building.
13. Not to paint and/or decorate the said Flat in any way so that common colour schedule of the exterior of the apartment/building is interfered with in any manner whatsoever, including the common colour schedule of the staircase landing and other common areas.
14. Not to store or bring in or allowed to be stored in bulk quantity any combustible, hazardous or inflammable material or which are so heavy that they may affect or endanger the structure of the building as a whole and not to cause any health hazard.
15. To properly maintain the internal electrical installation and plumbing installation.
16. Not to block or hinder the free egress and ingress through common areas and common passages and especially not to park any two wheelers or any other material or in any way cause blockage of the common areas and or pathways and staircase, including landing.

17. Not to do or permit to be done any act or thing which may render void or make void able any insurance in respect of the said apartment/building.
18. To perform and observe any other restriction and/or embargo that may be decided by the body or authority framed for the purpose of maintaining and upkeep of the apartment/building and that may be imposed on one or more of the occupiers and/or owners of the different flats.
19. That the Purchaser herein shall at all times be entitled to sell let out, transfer, mortgage gift, lease or otherwise deal with or dispose of the said flat as described in the second schedule above to any other person or persons whatsoever without the consent of anybody including any co-owner of the building. Provided that all transferees shall be subject to the same restrictions, obligations, terms and conditions.
20. The title deeds of the entire premises described in the first schedule herein shall remain with the VENDORS, and the Purchaser will be entitled to inspection thereof and to have copies of and / or expenses for all reasonable purpose.
21. The Association of the flat owners shall framed by the Purchaser herein jointly with all other similar flat owners in the building and submit the building to the provisions of the West Bengal Apartments ownership Act.1972. and to that and the Purchaser shall and will sign and execute all forms, returns declarations and documents as may from time to time become necessary.

**FIFTH SCHEDULE AS REFERRED TO HEREIN ABOVE**

*(Proportionate costs for maintenance etc.)*

2. All proportionate costs of maintenance claiming and upkeep of the common areas, common passages and common facilities of the said apartment/building, including main gate, staircase with landing, passages leading to the staircase entire water supply system including maintenance of water pump and cost of repair thereof, and costs and charges for electric lighting of the common areas, including main gate and staircase and common decoration of the said apartment/building as are specified as common in the third schedule.
3. Proportionate share of all salary and/or remuneration of persons employed for upkeep of the common areas and common facilities, including wages salaries and/or remunerations of Durwan, Sweeper, Electrician, Pump Operator and such other personnel.
4. All charges and deposits for supply of common utilities and for costs to repair, including changing of any parts in the water supply system, including water pump, changing of bulbs and electrical installation in the common areas and such other items that may be required to be decided at the absolute discretion of the body and/or authority meant for the upkeep and maintenance of the apartment/building.
4. All proportionate share and/or costs for payments of insurance premium in respect of the entire apartment/building for insurance against earthquake, fire fighting and civil disturbance etc. as and if so decided by the body of authority meant for the upkeep and maintenance of the apartment/building after it made over to such authority by the vendors.

5. All proportionate costs of installation of central T.V. antenna if decided to be installed.
6. All proportionate shares of office expenses and litigation expenses relating only to the maintenance and upkeep of common areas and common areas and facilities.
7. Proportionate share of all other expenses and/or outgoings that shall be deemed necessary by the body and/or association entrusted with the maintenance and upkeep of the apartment/building.
8. All proportionate shares of any tax, land rent or any other impositions that shall be made by the Government of Semi. Government, body or association or authority in respect of the said apartment/building in future.
9. Proportionate share of the Municipal taxes of the entire apartment/building till the said flat is separately assessed by the Howrah Municipal Corporation.
10. It is made specifically clear that all the aforementioned proportionate share of common expenses shall be payable by the Purchaser from the date of delivery of possession of the said Flat to the Purchaser being the date of issuance of possession certificate by the Confirming Party, and irrespective of the date of this conveyance or the date of actual physical occupation and user of the said Flat by the Purchaser, and the proportion of the Purchaser shall be the ratio of dividing the super built up area of the said by the total built up area of the building where the Flat is situated.

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

*Signed, Sealed and delivered at Howrah  
in the presence of :*

1)

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*(Signature of the **VENDORS**)*

2)

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*(Signature of the **DEVELOPER**)*

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*(Signature of the **PURCHASER**)*

*Drafted and prepared in my sheristha*

*Advocate*

**MEMO OF CONSIDERATION**

Received from the within named Purchasers within mentioned sum of **Rs.**  
 \_\_\_\_\_/- (**Rupees** \_\_\_\_\_)

**only**) being the total consideration price as following manner.

| <b>Date</b> | <b>Ch. / DD No. / Date</b> | <b>Name of the Bank</b> | <b>Amount<br/>(Rs.)</b> |
|-------------|----------------------------|-------------------------|-------------------------|
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(Rupees \_\_\_\_\_ only)

\_\_\_\_\_  
 (Signature of the **DEVELOPER**)

# DEED OF CONVEYANCE

**222, G.T. ROAD (SOUTH), HOWRAH-711102  
POLICE STATION SHIBPUR, DISTRICT HOWRAH**

**DAY OF \_\_\_\_\_, 2024.**

**DEED OF CONVEYANCE**

**FLAT NO.**

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**NISHAT SALAM  
AMREEN SALAM  
SIMRAN SALAM  
MUBASSHIR SALAM KHAN**

*VENDORS*

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**M/S. UROOJ**

*DEVELOPER*

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*PURCHASER*

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**THE UROOJ TOWER**

222, G.T. Road (South), Howrah-711102