DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this Day of August, 2019 BETWEEN-:

EASTERN DEVCON LIMITED [PAN No-AADCE4093K] a Limited Company having its office at 548, S.N Banerjee Road, Mistryghat, Monirampur, P.O & P.S- Barrackpore, Dist. North 24 Parganas, Kolkata-700 120, represented by its Director Arup Singha Roy son of Late Shakti Prasad Singha Roy, by faith Hindu, by nationality Indian, by occupation Business, residing at 548, S.N Banerjee Road, Mistryghat, Monirampur, P.O & P.S- Barrackpore, Dist. North 24 Parganas, Kolkata-700 120 hereinafter called the **SELLER**(which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office or successors in interests, director, authorized signatory, office bearers, assigns and/or nominees) of the **FIRST PART.**

AND

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS -:

1) DESCRIPTION OF THE BUILDING COMPLEX CALLED AS "<u>EASTERN EMBASSY</u>"-: It is a G+4 storied Building for residential purpose constructed on the plot of land measuring about as per purchase 08 Cottas 08 Chatak 00 Sq.ft comprised in the R.S & L.R Dag No-512 & 512/853 in the L.R Khatian No-4731, at Mouza- Monirampur, Locality-S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the Ward No-...., at Holding No-..... of the North Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120.

1.1- CONSTRUCTION OF THE BUILDING COMPLEX CALLED AS "EASTERN EMBASSY" BY THE VENDOR -: The EASTERN DEVCON LIMITED a Limited Company having its office at 548, S.N Banerjee Road, Mistryghat, Monirampur, P.O & P.S- Barrackpore, Dist. North 24 Parganas, Kolkata-700 120, represented by its Director Arup Singha Roy son of Late Shakti Prasad Singha Roy, by faith Hindu, by nationality Indian, by occupation Business, residing at 548, S.N Banerjee Road, Mistryghat, Monirampur, P.O & P.S- Barrackpore, Dist. North 24 Parganas, Kolkata-700 120 herein the VENDOR itself is the single developer of this building complex called as EASTERN EMBASSY.

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2) SUBEJECT MATTER OF CONVEYANCE:

2.1 - SAID PROPERTY-: ALL THAT piece and parcel of a complete Tiles floor residential Flat being No-...., on the FLOOR measuring about Sq.Ft be the same and a little bit more or less of super built up area of the building called as "EASTERN EMBASSY" lying and situate on the plot of land admeasuring an area of 08 Cottas- 08 Chittas- 00 Sq.ft comprised in the R.S/L.R Dag No-512 & 512/853, in the L.R Khatian No-4731, at Mouza- Monirampur, Locality-S.N Banerjee Road, J.L No-02, P.S-Barrackpore, Holding No......, within the Ward No-, at of the North Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 together with all common & undivided right, enjoyment of all common spaces, amenities, and facilities and easement rights for egress and ingress in the said building (Said Property).

3) BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS IN RESPECT OF THE BUILDING MARKED AND CLASSIFIED AS "EASTERN EMBASSY":

3.1- REPRESENTATION AND WARRANTIES REGARDING TITLE-: The VENDOR has made the following representation and given the following warranty to the **PURCHASER** regarding title.

3.1.(a)- SALE DEED EXECUTED BY AND BETWEEN KARUNA BALA DUTTA AND PANCHU GOPAL CHATTERJEE-: One Karuna Bala Dutta during her life time by a registered deed of sale registered and executed at the office of the Sub Registrar of Barrackpore copied therein in the Book No-1, Volume No-51, pages from 57 to 60, being the Deed No-3433 for the year 1959 had purchased ALL THAT a plot of Bastu land measuring about 12 decimals comprised in the L.R Dag No-512/853 corresponding to the C.S Dag No-512/853, in the C.S Khatian No-2 at Mouza-Monirampur, J.L No-02, P.S-Barrackpore, Dist-North 24 Parganas from Panchu Gopal Chatterjee absolutely and forever free from all encumbrances, charges, liens, lis pen dens, claims and/or demands whatsoever, **AND**

3.1.(b). That while possessing the aforesaid plot of land measuring about 12 decimals said Karuna Bala Dutta has mutated her name in the L.R Khatian No-228 at the local B.L & L.R.O Office at Barrackpore-1 and in the

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Holding No-57 of the North Barrackpore Municipality and has been possessing the same free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

3.1.(c). ABSOLUTE OWNERSHIP OF KARUNA BALA DUTTA -: In the aforesaid manner and procedure of the said deed of sale, said Karuna Bala Dutta had therefore, owned, seized and possessed of **ALL THAT** the aforesaid plot of Bastu land measuring about 12 decimals comprised in the L.R Dag No-512/853 corresponding to the C.S Dag No-512/853, in the L.R Khatian No-228 corresponding to the C.S Khatian No-2 at Mouza-Monirampur, J.L No-02, P.S-Barrackpore, within the Ward Holding No-57 in Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

3.1. (d). GIFT BY KARUNA BALA DUTTA TO BISWANATH DUTTA -: That said Karuna Bala Dutta by a registered deed of Gift registered and executed at the office of the A.D.S.R Barrackpore copied therein in the Book No-1, Volume No-197, pages from 207 to 216, being the Deed No-7417 for the year 2002 has gifted ALL THAT a plot of land measuring about 01 Cottas- 08 Chittaks- 12 Sq.ft including a Single storied dwelling house Together with absolute right to use and occupy the adjacent passage measuring about 80 Sq.ft comprised in the L.R Dag No-512/853 correspond to the C.S Dag No-512/853, in the L.R Khatian No-228 corresponding to the C.S Khatian No-2 at Mouza-Monirampur, J.L No-02, P.S-Barrackpore, Dist-North 24 Parganas un to and in favour of her son namely Biswanath Dutta herein the Vendor absolutely and forever free from all encumbrances, charges, liens, lispendence, claims and/or demands whatsoever, AND

It is pertinent to mention here that in the said deed of sale vide no-7417/2002 land area was wrongfully written as 01 Cotta- 18 Chittaks-12 Sq.ft is subsequently by a dint of deed of declaration executed by said Biswanath Dutta registered at the office of the A.D.S.R Barrackpore, North 24 Parganas copied therein in the Book No-IV,CD Volume No-2, pages from 283 to 291, being the Deed No-452 for the year 2013 is rectified by substituting the actual land area measuring about 01 Cotta- 08 Chittaks- 12 Sq.ft in place of 01 Cotta- 18 Chittaks- 12 Sq.ft.

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3.1.(e). **MUTATION -: That** subsequently said **Bhola Nath Dutta** has mutated his name in the L.R Khatian No-4385 at the office of the B.L.&L.R.O-I, Barrackpore-I, North 24 Parganas in respect of his aforesaid plot of land, **AND**

3.1. (f). ABSOLUTE OWNERSHIP OF BISWANATH DUTTA:- In the aforesaid manner of said Biswanath Dutta herein the **VENDOR** has owned, seized and possessed of **ALL THAT** a piece and parcel of the **Part of Municipal Holding being Number-57** comprising a plot of Bastu Land measuring about **01 Cottas-08 Chittaks-12 Sq.ft** including a Single storied dwelling house Ground Floor of which is measuring about 879 Sq.ft covered area and an Open Terrace measuring about 959 Sq.ft **TOGETHER WITH** absolute right to use and occupy the adjacent passage measuring about 80 Sq.ft in area comprised in the L.R Dag No-512/853 corresponding to C.S Dag No-512/853 in the L.R Khatian No-, 3745 corresponding to the L.R Khatian No-228 which is corresponding to the C.S Khatian No-2, at Mouza- Monirampur, J.L No-2, P.S-Barrackpore, within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 **AND TOGETHER WITH** its' all easement rights absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

3.1.(g). GIFT BY KARUNA BALA DUTTA TO SANJIV KUMAR DUTTA AND CHIRANJIB DUTTA -: That said Karuna Bala Dutta by a registered deed of Gift registered and executed at the office of the A.D.S.R Barrackpore copied therein in the Book No-1, being the Deed No-743 for the year 2007 has gifted ALL THAT a plot of land measuring about 01 Cottas- 13 Chittaks- 36 Sq.ft including a structure comprised in the L.R Dag No-512/853 correspond to the C.S Dag No-512/853, in the L.R Khatian No-228 corresponding to the C.S Khatian No-2 at Mouza-Monirampur, J.L No-02, P.S-Barrackpore, Dist-North 24 Parganas un to and in favour of Grandsons namely **Sanjiv Kumar Dutta** herein the **Vendor and Chiranjib Dutta** absolutely and forever free from all encumbrances, charges, liens, lispendence, claims and/or demands whatsoever, **AND**

3.1.(h). GIFT BY CHIRANJIB DUTTA TO SANJIV KUMAR DUTTA -: That Subsequently said Chiranjib Dutta by a registered deed of Gift registered and executed at the office of the A.D.S.R Barrackpore copied therein in the Book No-1, CD Volume No-40, pages from 3676 to 3685, being the Deed No-11639 for the year 2010 has gifted his ½ share over the said plot of land measuring about 01 Cotta- 13 Chittaks- 36 Sq.ft including structure

which equivalent to an area of 00 Cotta- 14 Chittaks-40.50 Sq.ft including structure thereon un to and in favor of **Sanjiv Kumar Dutta** herein the Vendor, absolutely and forever free from all encumbrances, **AND**

3.1.(i). **MUTATION -:** That subsequently said **Sanjiv Kumar Dutta** has mutated his name in the L.R Khatian No-4386 at the office of the B.L.&L.R.O-I, Barrackpore-I, North 24 Parganas and also mutated his name in the Holding vide No- 533 of the North Barrackpore Municipality in respect of his aforesaid plot of land, **AND**

3.1.(j). ABSOLUTE OWNERSHIP OF SANJIV KUMAR DUTTA :- In the aforesaid manner of said Sanjiv Kumar Dutta has owned, seized and possessed of **ALL THAT** a piece and parcel of the **Municipal Holding being Number-533** comprising a plot of Bastu Land measuring about **01 Cotta-13 Chittaks- 36 Sq.ft** including a brick wall tile shed room measuring about 275 Sq.ft comprised in the L.R Dag No-512/853 corresponding to C.S Dag No-512/853 in the L.R Khatian No-, 4386 corresponding to the L.R Khatian No-228 which is corresponding to the C.S Khatian No-2, at Mouza- Monirampur, J.L No-2, P.S-Barrackpore, within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 AND TOGETHER WITH its' all easement rights absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, AND

3.1.(k). GIFT BY KARUNA BALA DUTTA TO BHOLA NATH DUTTA -: That said Karuna Bala Dutta by a registered deed of Gift registered and executed at the office of the A.D.S.R Barrackpore copied therein in the Book No-1, Volume No-197, pages from 217 to 226, being the Deed No-7418 for the year 2002 has gifted ALL THAT a plot of land measuring about **02 Cottas- 04 Chittaks- 33 Sq.ft** including a two storied dwelling house Together with absolute right to use and occupy the adjacent passage measuring about 80 Sq.ft comprised in the L.R Dag No-512/853 correspond to the C.S Dag No-512/853, in the L.R Khatian No-228 corresponding to the C.S Khatian No-2 at Mouza-Monirampur, J.L No-02, P.S-Barrackpore, Dist-North 24 Parganas un to and in favour of her son namely **Bhola Nath Dutta** absolutely and forever free from all encumbrances, charges, liens, lispendence, claims and/or demands whatsoever, **AND**

3.1.(I). **MUTATION -:** That subsequently said **Bhola Nath Dutta** has mutated his name in the L.R Khatian No-3745 at the office of the B.L.&L.R.O-I, Barrackpore-I, North 24 Parganas and also mutated his name in the Holding vide No- 575 of the North Barrackpore Municipality in respect of his aforesaid plot of land, **AND**

3.1.(m). ABSOLUTE OWNERSHIP OF BHOLA NATH DUTTA:- In the aforesaid manner of said Bhola Nath Dutta has owned, seized and possessed of **ALL THAT** a piece and parcel of the **Municipal Holding being Number-575** comprising a plot of Bastu Land measuring about 02 Cottas-04 Chittaks- 33 Sq.ft including a Two storied dwelling house Ground Floor of which is measuring about 857 Sq.ft covered area and First Floor of which is measuring about 857 Sq.ft covered area and First Floor of which is measuring about 195 Sq.ft covered area and Open Terrace measuring about 937 Sq.ft **TOGETHER WITH** absolute right to use and occupy the adjacent passage measuring about 80 Sq.ft in area comprised in the L.R Dag No-512/853 corresponding to C.S Dag No-512/853 in the L.R Khatian No-, 3745 corresponding to the L.R Khatian No-228 which is corresponding to the C.S Khatian No-2, at Mouza- Monirampur, J.L No-2, P.S-Barrackpore, within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 **AND TOGETHER WITH** its' all easement rights absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

3.1.(n)- ABSOLUTE OWNERSHIP OF SHIB PRASAD MANNA ALIAS SHIB KRISHNA MANNA-: Said Shib Prasad Manna alias Shib Krishna Manna while alive had owned, seized and possessed of ALL THAT a plot of Bastu Land measuring about 11 Decimals comprised in the R.S Dag No-512 corresponding to the C.S Dag No-512 in the R.S Khatian No-15 at Mouza-Monirampur, J.L No-2, P.S-Barrackpore, Dist-North 24 Parganas (previously 24 Parganas) absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

3.1.(o)- FRAME OF R.S.R.O.R-: That at the time of Revisional Settlement of Record of Rights, name of said Shib Prasad Manna is duly recorded in the R.S Khatian No-15 in respect of the aforesaid plot of Bastu land measuring about 11 Decimals in the R.S Dag No-512 at the aforesaid Mouza and said Shib Prasad Manna was in absolute possession free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

3.1.(p).- FRAME OF L.R.R.OR-: That at the time of the L.R Operation of settlement Record of Rights said Shib Prasad Manna has duly recorded his name in the L.R Khatian No-1311 in respect of the said plot of land measuring about 11 decimals in the aforesaid L.R Dag No-512 at the aforesaid Mouza and has been possessing

3.1.(q)- SALE BY SHIB PRASAD MANNA-: That said Shib Prasad Manna keeping the aforesaid plot of land with structure measuring about 02 Cottas- 09 Chittaks- 28 Sq.ft in his absolute possession and ownership out of said 11 decimals of land, rest part of land has been sold by him to other persons.

the same free from all encumbrances, charges, liens, lispendences, claims and/or demands, whatsoever, AND

3.1.(r)- MUTATION IN THE MUNICIPAL RECORD-: That while possessing the aforesaid Land said Shib Prasad Manna has duly mutated his name in the Municipal Holding No-58 of the North Barrackpore Municipality and has been possessing the Said Property absolutely and forever free from all encumbrances, charges, liens, lispendencs, claims and/or demands whatsoever, **AND**

3.1.(s)- ABSOULTE OWNERSHIP OF SHIB PARASAD MANNA ALIAS SHIB KRISHNA MANNA-: That in the aforesaid manner said Shib Prasad Manna alias Shib Krishna Manna has become the absolute owner, possessor and occupier of the "Said Property" being the piece and parcel of the **Municipal Holding being Number-**58 comprising a plot of Bastu Land measuring about **02 Cotta-09 Chittaks- 28 Sq.ft** including a two storied dwelling house Ground Floor of which is measuring about 345 Sq.ft and First Floor of which is measuring about 345 and a brick wall tile shed room measuring about 80 Sq.ft comprised in the L.R Dag No-512 corresponding to C.S Dag No-512 in the L.R Khatian No-, 1311 & 1635 corresponding to the R.S Khatian No-15, at Mouza- Monirampur, Locality-Mistrighat, J.L No-2, P.S-Barrackpore, within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 **AND TOGETHER WITH** its' all easement rights absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

3.1.(t)-DEATH OF SAID SHIB PRASAD MANNA ALIAS SHIB KRISHNA MANNA-: That while possessing the aforesaid property said Shib Prasad Manna alias Shib Pada Manna has died intestate leaving behind him his wife namely Bimala Manna and Shri Partha Sarathi Manna, Shri Susanta Manna and Shri Jayanta Kumar Manna

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as his sons and Smt. Arati Das, Smt. Purabi Karmakar, Smt. Kalpana Das, Smt. Alpana Sarkar and Smt Chandana Das as his daughters being his only surviving legal heirs and successors and who have then inherited the said property of deceased Shib Prasad Manna alias Shib Krishna Manna as per the Hindu Law of Inheritance and succession, AND

3.1.(u)- DEATH OF BIMALA MANNA -: Said Bimala Manna subsequently has died intestate leaving behind Shri Partha Sarathi Manna, Shri Susanta Manna and Shri Jayanta Kumar Manna as her sons and Smt. Arati Das, Smt. Purabi Karmakar, Smt. Kalpana Das, Smt. Alpana Sarkar and Smt Chandana Das as her daughters being her only surviving legal heirs and successors and who have inherited the share of said deceased Bimala Manna as per the Hindu Law of Succession and Inheritance, AND

3.1.(v)-: MUTATION -: That said Susanta Manna has mutated his name in the L.R Khatian No-1635 in respect of his share in the said plot of land and has been possessing the same with the rest of his co sharers free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

3.1.(v)- ABSOLUTE JOINT OWNERSHIP OF SHRI PARTHA SARATHI MANNA, SHRI SUSANTA MANNA, SHRI JAYANTA KUMAR MANNA ,SMT. ARATI DAS , SMT. PURABI KARMAKAR , SMT. KALPANA DAS , SMT. ALPANA SARKAR AND SMT CHANDANA DAS -: That in the aforesaid manner and procedure said Shri Partha Sarathi Manna, Shri Susanta Manna, Shri Jayanta Kumar Manna ,Smt. Arati Das , Smt. Purabi Karmakar , Smt. Kalpana Das , Smt. Alpana Sarkar And Smt Chandana Das have become the joint owners, possessors and occupiers of the "Said Property" being the piece and parcel of the Municipal Holding being Number-58 comprising a plot of Bastu Land measuring about 02 Cotta-09 Chittaks- 28 Sq.ft including a two storied dwelling house Ground Floor of which is measuring about 345 Sq.ft and First Floor of which is measuring about 345 and a brick wall tile shed room measuring about 80 Sq.ft comprised in the L.R Dag No-512 corresponding to C.S Dag No-512 in the L.R Khatian No-, 1311 & 1635 corresponding to the R.S Khatian No-15, at Mouza- Monirampur, Locality-Mistrighat, J.L No-2, P.S-Barrackpore, within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 AND TOGETHER WITH its' all easement rights absolutely and free from all encumbrance, charges, liens, lispendences, claims and/or demands whatsoever, AND

3.1.(w)- REGISTERED GENERAL POWER OF ATTORNEY-: Said Shri Susanta Manna, Shri Jayanta Kumar Manna ,Smt. Arati Das , Smt. Purabi Karmakar , Smt. Kalpana Das , Smt. Alpana Sarkar And Smt Chandana Das have jointly by a dint of a registered deed of General Power of Attorney registered and executed at the office of the A.D.S.R Barrackpore, North 24 Parganas, copied therein in the Book No-IV, Volume No-1505-2017, pages from 4304 to 4333, being the Deed No-150500251 for the year 2017 appointed their brother Shri Partha Sarathi Manna as their constituted attorney to do, act and things morefully written and described therein in the said General Power of Attorney.

3.1.(z)- ABSOLUTE SALE BY SANJIV KUMAR DUTTA-: That said Sanjiv Kumar Dutta by a registered deed of sale dated 21/02/2018 executed and registered at the office of the A.D.S.R Barrackpore, North 24 Parganas copied therein in the Book No-1, Volume No-1505-2018, pages from 19668 to 19693, being the Deed No-150500811 for the year 2018 has granted, sold, conveyed, assigned, assured and transferred ALL THAT his aforesaid a piece and parcel of the **Municipal Holding being Number-533** comprising a plot of Bastu Land measuring about **01 Cotta-13 Chittaks- 36 Sq.ft** including a brick wall tile shed room measuring about 275 Sq.ft

comprised in the L.R Dag No-512/853 corresponding to C.S Dag No-512/853 in the L.R Khatian No-, 4386 corresponding to the L.R Khatian No-228 which is corresponding to the C.S Khatian No-2, at Mouza-Monirampur, J.L No-2, P.S-Barrackpore, within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 **AND TOGETHER WITH** its' all easement unto and in favour of the Eastern Devcon Limited herein the **VENDOR** absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

3.1.(aa)- ABSOLUTE SALE BY BHOLA NATH DUTTA-: That said Bhola Nath Dutta by a registered deed of sale dated 21/02/2018 executed and registered at the office of the A.D.S.R Barrackpore, North 24 Parganas copied therein in the Book No-1, Volume No-1505-2018, pages from 19748 to 19773, being the Deed No-150500812 for the year 2018 has granted, sold, conveyed, assigned, assured and transferred **ALL THAT** his aforesaid a piece and parcel of the **Municipal Holding being Number-575** comprising a plot of Bastu Land measuring about 02 Cottas-04 Chittaks- 33 Sq.ft including a Two storied dwelling house Ground Floor of which is measuring about 857 Sq.ft covered area and First Floor of which is measuring about 195 Sq.ft covered area and First Floor of which is measuring about 937 Sq.ft in area comprised in the L.R Dag No-512/853 corresponding to C.S Dag No-512/853 in the L.R Khatian No-, 3745 corresponding to the L.R Khatian No-228 which is corresponding to the C.S Khatian No-2, at Mouza- Monirampur, J.L No-2, P.S-Barrackpore, within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 AND TOGETHER WITH its' all easement rights unto and in favour of the Eastern Devcon Limited herein the **VENDOR** absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

3.1.(bb)- ABSOLUTE SALE BY SHRI PARTHA SARATHI MANNA, SHRI SUSANTA MANNA, SHRI JAYANTA KUMAR MANNA, SMT. ARATI DAS, SMT. PURABI KARMAKAR, SMT. KALPANA DAS, SMT. ALPANA SARKAR AND SMT CHANDANA DAS -: That said Shri Partha Sarathi Manna by himself and being the constituted attorney of Shri Susanta Manna, Shri Jayanta Kumar Manna, Smt. Arati Das, Smt. Purabi Karmakar, Smt. Kalpana Das, Smt. Alpana Sarkar And Smt Chandana Das by a registered deed of sale dated 21/02/2018 executed and registered at the office of the A.D.S.R Barrackpore, North 24 Parganas copied therein in the Book No-1, Volume No-1505-2018, pages from 19720 to 19747, being the Deed No-

150500810 for the year 2018 have granted, sold, conveyed, assigned, assured and transferred **ALL THAT** his aforesaid a piece and parcel of the **Municipal Holding being Number**-58 comprising a plot of Bastu Land measuring about 02 Cotta-09 Chittaks- 28 Sq.ft including a two storied dwelling house Ground Floor of which is measuring about 345 Sq.ft and First Floor of which is measuring about 345 Sq.ft and First Floor of which is measuring about 345 and a brick wall tile shed room measuring about 80 Sq.ft comprised in the L.R Dag No-512 corresponding to C.S Dag No-512 in the L.R Khatian No-, 1311 & 1635 corresponding to the R.S Khatian No-15, at Mouza- Monirampur, Locality-Mistrighat, J.L No-2, P.S-Barrackpore, within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 **AND TOGETHER WITH** its' all easement rights unto and in favour of the Eastern Devcon Limited herein the **VENDOR** absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

3.1.(cc)-ABSOLUTE OWNERSHIP OF THE VENDOR CUM DEVELOPER HEREIN NAMELY EASTERN DEVCON LIMITED-: That in the aforesaid manner and procedure the VENDOR herein has owned, seized and possessed of ALL THAT a plot of Bastu land collectively measuring about 08 Cottas- 08 Chittas- 00 Sq.ft comprised in the R.S/L.R Dag No-512 & 512/853, in the L.R Khatian No-4731 at Mouza-Monirampur, J.L No-02, P.S-Barrackpore, Holding No-...., within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700120 absolutely and forever free from all encumbrances, charges, lines, lispendences, claims and/or demands whatsoever, AND

3.1.(dd)- MUTATION -: That the **VENDOR** herein has mutated its name in the settlement record of rights in the L.R Khatian No-4731 as well as in the record of the North Barrackpore Municipality in holding No-

3.1.(ee)- INTENTION OF THE EASTERN DEVCON LIMITED HEREIN THE VENDOR TO DEVELOP ITS SAID PLOT OF LAND -: The **VENDOR** herein itself intends to develop the said plot of land by constructing multi storied building [Tower Type Block Wise].

3.1.(ff)- SANCTION BUILDING PLAN AND CONSTRUCTION OF THE BUILDING NAMELY "EASTERN

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EMBASSY"-: The said Vendor herein being the sole Developer obtained a building sanctioned plan in its own name from the concern department of the North Barrackpore Municipality vide Plan NO - SL.NO-564 of 2018-2019. and on the basis of the said building plan the said VENDOR herein has completed the construction of the said multi storied building marked and classified as "EASTERN EMBASSY " more fully described in the First Schedule hereinafter written, AND

3.1.(gg)- OWNERSHIP OF BUILDING PREMISES-: Said Eastern Devcon Limited herein the Vendor is the absolute and undisputed owner of said building premises constructed over **the aforesaid** plot of Bastu land collectively measuring about 08 Cottas- 08 Chittas- 00 Sq.ft comprised in the R.S/L.R Dag No-512 & 512/853, in the L.R Khatian No-4731 at Mouza-Monirampur, J.L No-02, P.S-Barrackpore, Holding No-...., within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700120, AND

3.1.(ii)- ACCEPTANCE BY THE VENDOR-: The VENDOR herein the Eastern Devcon Limited has

accepted the aforesaid proposal of the **PURCHASER** and thus agreed to sell the "Said Property" to the **PURCHASER** at or for a consolidated consideration of **Rs**....../- (Rupees] only.

3.1.(jj)- TRUE AND CORRECT REPRESENTATION-: The **VENDOR** is the absolute and undisputed owner and occupier of the "Said Property" and such ownership having been acquired in the manner stated herein above , the contents of which are all true and correct.

4). REPRESENTATION, WARRANTY AND COVENANTS REGARDING ENCUMBRANCES AS FOLLOWS-: The VENDOR herein represents, warrants and covenants regarding encumbrances as follows :-

4.1.- NO ACQUISITION AND REQUISITION-: The **VENDOR herein** has not received any notice from any authority for acquisition and requisition or vesting of the "said property" and declare that the "said property" is not affected by any scheme of the local municipality or Government or any statutory body.

4.2- NO ENCUMBRANCE BY THE ACT OF THE VENDOR -: The **VENDOR** has not at any time done or executed or knowingly suffered or been party or party to any act, deed, thing and matter including the grant of right of easements , whereby the "said property" or any part thereof can or may be impeached, encumbered, or affected in title.

4.3- RIGHT, POWER AND AUTHORITY TO SELL-: The **VENDOR** has got right, full power, absolute authority and indefeasible title to grant, sale, convey and transfer and assign and assure the "said property" to the **PURCHASER**.

4.4- NO DUES-: No tax in respect of the said property is due to the **North Barrackpore Municipality** and/or any other authority or authorities and no certificate case is pending for realization of any rent or taxes from and against the **VENDOR**.

4.5- NO RIGHT OF PRE-EMPTION-: No person or persons whatsoever have /had/has any right of pre emption over and in respect of the "said property" or any part thereof.

4.6- NO MORTGAGE-: No mortgage or charge has been created by the **VENDOR** by depositing the title deed or otherwise over and in respect of the "said property" or any part thereof.

4.7- FREE FROM ALL ENCUMBRANCES-: The "said property" is now free from all encumbrances, charges, lien. Lispendence, attachments, use, trusts, prohibition, Income tax attachments, financial institution charges, statutory prohibition, acquisitions, requisitions, vesting, liabilities, claims and or demands whatsoever or howsoever made or suffered by the **VENDOR** or any person or persons having or lawfully, rightfully or equitably claiming any estate or interests therein through, under or in trust for the **VENDOR** and the predecessors in title and the title of the **VENDOR** to the said property is free, clear and marketable.

4.8- NO PERSONAL GUARANTEE-: The **"said property"** is not affected by or subject to any personal guarantee for securing any financial accommodation.

4.9- NO BAR BY COURT ORDER OR STATUTORY AUTHORITY-: There is no order of court or any other statutory authority prohibiting the **VENDOR** from selling , transferring and / or alienating the **"said property"** or any part thereof.

5. BASIC UNDERSTANDING -:

5.1- AGREEMENT TO SELL AND PURCHASE-: The PURCHASER has approached to the VENDOR to buy a Flat at above mentioned site and concluded the deal at a total consideration of Rs.] only and the PURCHASER based on the representations, warrantees and covenants in clause 2, 3 & 4 of this deed of sale and its sub clauses above [collective representation] has agreed to purchase the said property at or for a consolidated

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consideration of **Rs.**] only from the VENDOR and paid the said consideration to the VENDOR herein as per the memo of consideration appearing hereunder.

6. TRANSFER -:

7. TERMS OF TRANSFER-:

7.1- SALIENT TERMS-: The transfer being effected by this conveyance is -:

7.2- SALE -: A sale within the meaning of the Transfer of Properties Act, 1882 as amended up to date.

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7.3- ABSOLUTE -: Absolute , irreversible and perpetual .

7.4- 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, impedances, uses, trusts, prohibition, income tax attachments, financial institution charges, reversionary rights, statutory prohibition, acquisitions and requisitions, vesting and liabilities whatsoever.

7.5- TOGETHER WITH ALL OTHER APPURTENANCES-: Together with all other rights the **VENDOR** has in the **"Said Property"** and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the "said property" which includes all unrecorded/non mutated land purchased by the **VENDOR** as mentioned in the various sub clauses of **clause-2**, **3 & 4**.

7.6- SUBJECT TO -: The transfer being effected by this conveyance is subject to-:

7.6.a- INDEMNIFICATION-: Indemnification by the VENDOR about the correctness of its title and authority to sell and their conveyance is being accepted by the Purchaser on such express indemnification by the VENDOR about the correctness of the VENDOR and the VENDOR'S title and the representation and the authority to sell which if found defective or untrue any time , the VENDOR shall at its risk and responsibility forthwith take all necessary steps to remove and /or rectify.

7.6.b- TRANSFER OF PROPERTY ACT-: All obligations and duties of the **VENDOR** and **Purchaser** as provided under the **Transfer of Property Act**, **1882** save as contracted to the contrary hereunder to be followed.

7.7- DELIVERY OF POSSESSION-: Khas, vacant and peaceful possession of the "said Property" has been handed over by the **VENDOR** to the **PURCHASER** which the **PURCHASER** admits, acknowledges, confirm and accept.

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7.8- OUTGOINGS-: All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the "said Property" relating to the period till the date of the conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the **VENDOR** with regard to which the **VENDOR** hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

7.9- HOLDING POSSESSION-: The VENDOR hereby covenants that the PURCHASER and his/her/their heirs, executors, administrators, representatives and assigns, shall and may from time to time and all time hereafter peaceably and quietly enter into hold, possess, use and enjoy the "said property" and every part thereof and receives rents issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed and transferred, assigned and assured or expressed or intended so to be unto and to the PURCHASER, without any lawful eviction, hindrance, interruptions, disturbances, claim or demands whatsoever from or by the vendors/owners, developer or any person or persons lawfully or equitably claiming any right or estate therein from or under or in trust from the VENDOR.

7.10- INDEMNITY-: The VENDOR hereby covenants that the VENDOR or any person claiming under it in law, trust and equity, shall at all time hereafter, indemnify and keep indemnified the PURCHASER and their heirs, executors, administrators, representatives and assigns, and /or their successors in interest of, from and against any loss damage, costs, charges and expenses which may be suffered by the PURCHASER and their heirs, executors, administrators, representatives and assigns, and /or their successors in interest of, from and their heirs, executors, administrators, representatives and assigns, and /or their successors in interest by reason any defect in title of the VENDOR or any of the representation found to be untrue.

7.11- NO OBJECTION FOR MUTATION-: The VENDOR declares that the PURCHASER can fully be entitled to mutate their names in all records of the concerned authority including North Barrackpore Municipality and to pay tax or taxes, rent or rents and all other impositions in their own name in respect of the "Said Property". The VENDOR under take to co-operate with the PURCHASER in all respect to cause mutation to the said property in the name of the PURCHASER and in this regard shall sign all documents and papers as required by the PURCHASER.

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7.12- FURTHER ACTS-: The VENDOR hereby covenants that the VENDOR or any person claiming under him , shall and will from time to time and at all time hereafter, upon every request and costs of the **PURCHASER** and /or his successors in interest does or execute or cause to be done or executed all such acts, deeds, thing, maters, for further or more perfectly assuring the title of the "said property".

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a G+4 storied Building for residential purpose constructed on the plot of land measuring about 08 Cottas- 08 Chittas- 00 Sq.ft comprised in the R.S/L.R Dag No-512 & 512/853 , in the L.R Khatian No-4731, at Mouza- Monirampur, Locality-S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the Ward No- 23, at Holding No-..... of the North Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120, which is butted and bounded by-:

By the North-:. By the South-: By the East-: By the West-:

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the land)

ALL THAT a plot of Bastu land collectively measuring about 08 Cottas- 08 Chittas- 00 Sq.ft comprised in the R.S/L.R Dag No-512 & 512/853 , in the L.R Khatian No-4731, at Mouza- Monirampur, Locality-S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the Ward No- 23, at Holding No-..... of the North Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 which is butted and bounded by-:

By the North-:.

By the South-:

By the East-:

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By the West-:

THE THIRD SCHEDULE ABOVE REFERRED TO

(Subject matter of sale)

ALL THAT piece and parcel of a complete Tiles floor residential Flat being No., on the built up area of the building called as "EASTERN EMBASSY" constructed over a plot of land as described in the SECOND SCHEDULE hereinabove written with undivided proportionate impartibly share of land and liberties and common user of the drain, plumbing and sanitary, fittings and connections and together with vertical overhead underneath supporting and inserting terms and fittings and fixtures and in and/or up on all the main load bearing, separating and all common walls in and around the said flat **TOGETHER WITH** usual easements rights and liberties of unobstructed of the common staircase, lift and the entrance door or passage on the ground floor to egress and ingress to the landing to the said flat as well as all rights, privileges, facilities as set out in the FOURTH SCHEDULE hereunder written, where the said flat is situate ,lying at and being on theFloor forming a part of the said property described in the FIRST SCHDULE AND SECOND SCHEDULE as shown in the attached map or plan as part thereof **TOGETHER WITH** the undivided proportionate share of the impartibly right, title and interest in the said land and building complex which are mentioned and described in the SECOND SCHEDULE & FIRST SCHEDULE.

FOURTH SCHEDULE ABOVE REFERRED TO

(Rights and obligations of the PURCHASER)

1.- The PURCHASER will have the full and absolute right of user in common with the other owners and/or occupiers of different flats, the stair case and landing thereon and there under or get abutting on the public road to egress and ingress and caring or bringing in taking out of the said flat all goods, furniture and any other moveable item.

2.- Subject to the restrictions and reservations hereinafter containing the PURCHASER will have full

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and absolute right of user in common with other owners and/or occupants of the said property and building complex of the main drainage, water supply system and connections including the pipes, lines and also water tanks and connection.

3.- The PURCHASER will have absolute and unfettered right of user of and right of keeping, raising inserting supporting and maintaining all beams, gutters, and structures on and to all walls supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and or supporting walls the **PURCHASER** shall have to maintain the floor of the said flat so that it may not cause leakage or slippage to the floor underneath.

4.- The **PURCHASER** will have their right of obtaining telephone, internet connection to the antenna and/or radio serials on the roof of the said property and for this purpose the **PURCHASER** shall have the right of digging, inserting and for fixing plug and supporting clumps in all portion of the said property provided always that the **PURCHASER** shall correct forth with such dug up holes or excavation at their own costs and expenses.

5.- The **PURCHASER** and their agent and agents shall have the right of access to the roof of the said property for the purpose of fixing and maintenance television antenna, internet provided exercise of right of access mentioned in this clause shall be without causing any inconvenience to the other owners and/or occupiers of the top floor of the said Building of user and the enjoyment of the top floor and water reservoir on the roof of the top floor.

6.- The **PURCHASER** will have the right of maintenance, repairs, white washing or painting of the door and windows of the said flat in any part of the said property provided any such work does not cause any nuisance or permanent obstruction to the other occupiers of the **said property or the building complex**.

7.- The PURCHASER from time to time and at all time here by agrees to contribute and pay proportionate

share towards the costs and expenses of the maintenance charges, service taxes, and impositions and other out goings and the said amount is variable according to the needs of the circumstances and market of the aforesaid sum without any variation as may be fixed as aforesaid individually and/or collectively. The Purchaser shall in addition pay separately any other taxes and/or imposition as may be decided by the Society/Association and that the proportionate maintenance charges for the flat will be paid regularly by the **PURCHASER** as long as Society/Association is not formed for the maintenance of the building.

8.- The **PURCHASER** will have right to mutate their name as owner of the said flat and car parking space in the record of the Government or local authority and/or have the said flat separately numbered and assessed for taxes and the Vendor shall whenever required by the Purchaser give therein or their consent or approval in writing for the purpose of such mutation and separate assessment.

9.- The **PURCHASER** will have full and absolute proprietary right such as the VENDOR derives from their title save and except that of demolishing or committing waste in respect of the property described in the schedule in any manner so as to effect the **VENDOR** or other co owners who have already purchased and acquired similar property right as covered by this conveyance.

10.- The **PURCHASER** will also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed.

11.- The PURCHASER undivided interest in the soil as more fully described in the FIRST SCHEDULE & SECOND SCHEDULE herein above written shall remain joint for all title with the vendor or other co purchaser who may hereafter or hereto before have acquired right, title and interest in the land and in any flat in the building as being declared that the interest in the soil is impartibly.

12.- The **PURCHASER** will not store any inflammable and/or combustible articles in the said flat but excluding items used in the kitchen, and personal purpose.

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13.- The **PURCHASER** will not store any rubbish or any other things in the stair case not to the common area and/or parts causing inconvenience and also disturbance to the other co owners and occupiers.

14.- The **PURCHASER** will not make any additions or alterations in the flat whereby the main building may be damaged, but the **PURCHASER** will be entitled to erect wooden partition for the purpose of his family requirement.

15.- The **PURCHASER** will take separate electric meter , gas and other necessary connection and / or lines for the use and the enjoyment of the flat hereby purchased.

16.- The **PURCHASER** shall also pay proportionate share of electric consumption in respect of the common areas of the said building .

17.- The **PURCHASER** will also pay his/their proportionate share of insurance of the building for earth quake , fire, mob, violence and commotion as decided by the members of the Society /Association with all required proposal and consent.

18. The **PURCHASER** shall not use and occupy the said property in such a manner which is unlawful, illegal, immoral, illicit and/or cause nuisance to the co owners.

FIFTH SCHEDLUE ABOVE REFERRED TO

(Common areas)

1.- The foundation, columns, beams, supports, stair, stairs case, stair ways, entrance and exists.

2.- Common passage and stair and lift and Lift Room.

3.- Tube well, water pump, water tank, water pipes, reservoir, and other common plumbing installation.

4.- Electric wiring, motor and fittings, (excluding those are installed for any particular unit /flat).

5.- Drainage, sewerage and rain water pipe.

6.- Boundary walls including outer side of the walls of the said building.

7.- Such other common parts, areas, equipments, installations, fixtures, fittings, covered areas, open space in about the said building as are necessary for passage or user and occupancy of the unit /flat in common and as are easements necessary of the building including the ultimate roof top, the parapet and the open space and areas.

8.- Transformer.

THE SIXTH SCHEDULE ABOBE REFERRED TO

(common expenses)

1.- The expenses of administration, maintenance, repairs, replacements, of the common equipments and accessories common areas, and facilities including white washing , painting, decorating, the exterior portion of the said building and building complex , boundary walls entrance, the stair case , the gutters, rain water pipes, motors, pumps, water, and gas pipes, electric wirings and installation , sewerage, drains, and all other common parts , fixtures, fittings, and equipments in, under or upon the building enjoyed or used in common by the purchaser , co-PURCHASER, or other occupiers.

2.- The cost of clearing , maintaining and lighting the main entrance, passages, landing staircase, and other parts of the building as enjoyed or used in common by the occupants of the said building.

3.- The salaries of the Chow kidders, plumbers, electricians sweepers etc..

4.- The cost of making repairs, replacements, and maintenance of pumps, tube well and other plumbing works including all other services rendered in common with all other occupiers.

5.- Municipal or other taxes of owners and occupiers and other levies and out goings etc...

6.- Insurance of the building against earth quake , fire mob, civil commotion etc.

7.- All electrical charges, payable in common for the common portions of the said building.

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8.- Such other expenses including printing and sanitary as also all litigation expenses in respect of any dispute with municipality, other authority, insurance company or any other person or persons in relation to or as may be deemed by the developer or any ad hoc committee / association of the occupiers and up keep of the said building.

The respective owners of the said building complex called **EASTERN EMBASSY** are liable to form an Association or Society to provide the repair & maintenance of all common use , enjoyments and facilities as mentioned in **FIFTH SCHEDULE**

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IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands, seals and signatures on the day month year as above written in presence of the following witnesses.

SIGNED, SEALED AND DELIVERED

By the parties atin presence of: 1.

SIGNATURE OF THE VENDOR.

SIGNED, SEALED AND DELIVERED By the parties at.....in presence of: 1.

2.

SIGNATURE OF THE PURCHASER

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MEMO OF CONSIDERATION

Received Rs.] only from the PURCHASER as the consideration of this deed of sale as and by way of several cheques.

SL	Date	Chaques	Bank	Branch	Amount
1.					

Total Rs./- Only

WITNESSES:-

1.

2.

SIGNATURE OF THE VENDOR.