

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the _____ day of July, **TWO THOUSAND TWENTY (2020)**;

BETWEEN

(1) **SMT. GITA MITRA**, having **PAN - DFKPM2036G**, wife of Sri Sankar Kumar Mitra and (2) **SMT. GAYATRI SARKAR**, having **PAN - HAVPS0387C**, wife of Sri Indraneel Sarkar, both by Nationality Indian, both by Religion Hindu, both by occupation Housewife, both residing at 21, School Road, Nalta, P.O. Kumarpara, P.S. Dum Dum, Kolkata - 700 028, in the District of North 24-Parganas, hereinafter jointly referred to as the **VENDORS** (which such term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) who are represented by their Constituted Attorney **SRI JOY GOPAL NASKAR**, having **PAN - ADQPN7880A**, son of Late Prafulla Kumar Naskar, by Nationality Indian, by religion Hindu, by occupation Business, residing at RC-29, Raghunathpur, P.O. Raghunathpur, P.S. Baguiati, Kolkata - 700 059, the Proprietor of **PIONEER DEVELOPER**, having its Office at RC-29, Raghunathpur, P.O. Raghunathpur, P.S. Baguiati, Kolkata - 700 059, who has been duly authorised and empowered by the Vendors to sign and execute all the documents including all Agreement for Sale and the relevant Deed of Conveyance in respect of Developer's share of allocation of the Schedule property for and on their behalves by virtue of a General Power of Attorney after registered Development Agreement dated 25.01.2017, registered at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book _____ No. I, Volume No. 1506-2017, Pages 15620 to 15639, **Being** _____ **No. 150600471**, for the year 2017, of the **FIRST PART**.

A N D

PIONEER DEVELOPER, a Proprietorship concern, having its Office at RC-29, Raghunathpur, P.O. Raghunathpur, P.S. Baguiati, Kolkata - _____ 700 059, represented by its Sole Proprietor, namely **SRI JOY GOPAL NASKAR**, having **PAN - ADQPN7880A**, son of Late Prafulla Kumar Naskar, by Nationality Indian, by religion Hindu, by occupation Business, residing at RC-29, Raghunathpur, P.O. Raghunathpur, P.S. Baguiati, Kolkata - 700 059, hereinafter referred to as the **DEVELOPER** (which such term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**

PIONEER DEVELOPER **DEVELOPER**

Jankar

Proprietor

Proprietor

AND

(1) **SRI/SMT.** _____, having PAN - _____ and **AADHAAR NO.** _____, son/wife of _____ and (2) **SRI/SMT.** _____, having PAN - _____ and **AADHAAR NO.** _____, son/wife of _____, both by Nationality Indian, both by Religion Hindu, by occupation _____ and _____-respectively, both residing at _____, P.O. _____, P.S. _____, Kolkata - 700 _____, in the District of PIN - _____, hereinafter referred to as the **PURCHASERS** (which such expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **THIRD PART.**

WHEREAS one Jagannath Tewari, Raghunath Tewari, Ramnath Tewari, Ganapati Tewari and Smt. Bhagabati Devi were absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** a piece and parcel of land measuring about 102 Decimals of land, lying and situated at and comprised of Dag Nos.483, 489, 493, under Khatian No.122, Mouza Sultanpur, Touzi No.172, P.S. Dum Dum, in the District of 24-Parganas, presently North 24-Parganas.

AND WHEREAS while in such joint user and enjoyment, better user and enjoyment, they amicably partitioned the aforesaid property by metes and bounds by a Deed of Partition dated 16.01.1934 and by virtue of the aforesaid partition, a piece and parcel of land measuring about 85 Decimals, lying and situated at and comprised of Dag No.493 was allotted to said Raghunath Tewari and after obtaining the aforesaid land by the aforesaid Deed of Partition, the said Raghunath Tewari sold and conveyed the aforesaid land measuring about _____ 85 Decimals unto and in favour of one British India Machineries Limited, a Company registered under the Indian Companies Act, having its registered Office at 3A, Tipu Sultan Road, Calcutta - 26, represented by (1) Sri Bhabasindhu Laskar and (2) Sitanath Mondal, by a Deed of Conveyance dated 20.01.1947 and after obtaining the aforesaid land, the said Company had divided the said land into several small plots and intended to sale the same and accordingly a Deed of Conveyance dated 06.11.1954 was executed by and between the said British India Machineries Limited Company, represented by (1) Sri Bhabasindhu Laskar and (2) Sitanath Mondal, as the Seller and one Sri Sudhir Kumar Mitra, son of Late Rasik Lal Mitra, as the Purchaser, by the aforesaid Deed the said British India Machineries Limited sold and conveyed a plot of land out of the said plots, being Plot No.8 land measuring about 6 Cottahs 9

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Proprietor

Chittacks, be the same a little more or less, lying and situated at and comprised of Dag No.493, under Khatian No.122, Mouza Sultanpur, J.L. No.10, R.S. No.148, Touzi No.172, P.S. Dum Dum, in the District of 24-Paganas, registered at the Office of the District Registrar at Alipore, recorded in Book No. I, Volume No.96, Pages 115 to 120, Being No. 3993, for the year 1954.

AND WHEREAS after the aforesaid purchase, the said Sri Sudhir Kumar Mitra continued to use and enjoy the same in peaceful possession and free from all encumbrances by mutating his name in respect thereof and making construction of a 2 (Two) storied building on a portion of the said land and reside there with his family.

AND WHEREAS while in such user and enjoyment, the said Sudhir Kumar Mitra died intestate on 17.02.1972 leaving behind him his surviving his only son, namely Sri Sankar Kumar Mitra and 3 (Three) daughters, namely (1) Smt. Namita Bishnu, (2) Smt. Gouri Kar and (3) Smt. Sipra Guha, as his heir and heiresses and legal representatives, who on such death became Co-Owners in respect of the aforesaid property/premises by way of inheritance as per provisions of Hindu Succession Act, 1956 and continued to use and enjoy the same in peaceful possession and free from all encumbrances as the Co-owners thereof in respect of undivided 1/4th share each.

AND WHEREAS while in such user and enjoyment, the said (1) Smt. Namita Bishnu, wife of Sri Mrinal Kanti Bishnu and (2) Smt. Sipra Guha, wife of Sri Amal Kumar Guha, jointly gifted their undivided ½ (Half) share (1/4th share each) of the said property/ premises, being land measuring about 3 Cottahs 4 Chittacks 22.5 Square Feet, be the same a little more or less together with partly Two storied building standing thereon, covering an area of total 769 Square Feet, more or less along with one tile shed structure covering an area of 210.5 Square Feet, more or less, lying and situated at and comprised of Dag No.493, under Khatian No.122, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, being part of Premises No.21, School Road, Nalta, P.S. Dum Dum, Kolkata - 700 028, under Ward No.7, within the Municipal Limits of Dum Dum Municipality, in the District of North 24-Parganas to their aforesaid brother Sri Sankar Kumar Mitra, son of Late Sudhir Kumar Mitra, by a Deed of Gift written in Bengali language dated 27.12.2000, registered at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No.1, Pages 209 to 214, Being No.26, for the year 2001.

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AND WHEREAS thereafter the said Smt. Gouri Kar, wife of Sri Gopal Chandra Kar, also gifted her undivided 1/4th share of the said property/premises, being land measuring about 1 Cottah 10 Chittacks 11.25 Square Feet, be the same a little more or less together with partly two storied building standing thereon, covering an area of total 384.5 Square Feet, more or less, lying and situated at and comprised of Dag No.493, under Khatian No.122, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, being part of Premises No.21, School Road, Nalta, P.S. Dum Dum, Kolkata - 700 028, under Ward No.7, within the Municipal Limits of Dum Dum Municipality, in the District of North 24-Parganas to her aforesaid brother Sri Sankar Kumar Mitra, son of Late Sudhir Kumar Mitra, by a Deed of Gift written in Bengali language dated 14.12.2004, but registered on 16.12.2004 at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No.2, Pages 11 to 18, Being No.30, for the year 2005.

AND WHEREAS thus by virtue of inheritance and the aforesaid two Deeds of Gift, the said Sri Sankar Kumar Mitra became the absolute Owner in respect of **ALL THAT** the aforesaid entire Premises, being Premises No.21, School Road, Nalta, covering the land measuring about 6 (Six) Cottahs 9 (Nine) Chittacks, be the same a little more or less together with one two storied Building standing thereon, covering a total area of 1538 Square Feet, more or less along with one tile shed structure, lying and situated at and comprised of Dag No.493, under Khatian No.122, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, P.S. Dum Dum, Kolkata - 700 028, under Ward No.7, within the Municipal Limits of Dum Dum Municipality, in the District of North 24-Parganas, and continued to use and enjoy the same in peaceful possession and free from all encumbrances by mutating his name in respect thereof with the Office of the said Dum Dum Municipality and paying the taxes thereon. The present Holding number whereof is 69, under **Ward No.7**.

AND WHEREAS while in such user and enjoyment, a Deed of Gift written in Bengali language dated 27.02.2015 was executed by and between the said Sri Sankar Kumar Mitra, as the "Data" (Donor) and (1) Smt. Gita Mitra, wife of Sri Sankar Kumar Mitra and (2) Smt. Gayatri Sarkar, wife of Sri Indraneel Sarkar, as the "Grahita" (Donees), registered at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, CD Volume No.7, Page from 9094 to 9105, Being No.02886, for the year 2015, whereby the said Sri Sankar Kumar Mitra gifted a portion from his aforesaid premises, being land measuring about 4 Cottahs 1 Chittack 22 Square Feet, more or less together with 300 Square

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Feet, more or less Tile shed construction/building standing thereon, lying and situated at and comprised of Dag No.493, under Khatian No.122, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, being part of Premises No.21, School Road, Nalta, P.S. Dum Dum, Kolkata - 700 028, under Ward No.7, within the Municipal Limits of Dum Dum Municipality, in the District of North 24-Parganas to his said wife Smt. Gita Mitra and daughter Smt. Gayatri Sarkar.

AND WHEREAS by the aforesaid Deed of Gift, the said (1) Smt. Gita Mitra and (2) Smt. Gayatri Sarkar jointly became the absolute Owners in respect of part or portion of the aforesaid premises, covering land measuring about 4 Cottahs 1 Chittack 22 Square Feet, more or less and continued to use and enjoy the same in peaceful possession and free from all encumbrances by mutating their respective names in respect thereof with the Office of the Dum Dum Municipality and paying the taxes thereon. On such mutation the said Municipal authority has allotted a new Holding number, being Holding No.69/1, Nalta School Road, under **Ward No.7**.

AND WHEREAS after the aforesaid gift, the remaining portion of the aforesaid premises, being land measuring about 2 Cottahs 8 Chittacks 22 Square Feet, be the same a little more or less together the aforesaid two storied building standing thereon, more fully described in the **Schedule - "A"** hereinafter written, remained under possession of the Sri Sankar Kumar Mitra, being the Donor herein, who continued to use and enjoy the same in peaceful possession and free from all encumbrances.

AND WHEREAS while in such user and enjoyment in respect of the aforesaid remaining portion of the aforesaid premises, another Deed of Gift dated 30th December, 2016 was executed by and between the said Sri Sankar Kumar Mitra, as the Donor of the FIRST PART and said (1) Smt. Gita Mitra, wife of Sri Sankar Kumar Mitra and (2) Smt. Gayatri Sarkar, wife of Sri Indraneel Sarkar, as the Donees of the OTHER PART, registered on 2nd January, 2017 at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, CD Volume No.1506-2017, Page from 1857 to 1876, Being No.150600028, for the year 2017, whereby the said Sri Sankar Kumar Mitra further gifted a portion of appertaining land of the said premises, being land measuring about **15 Chittacks 15 Square Feet**, be the same a little more or less, lying and situated at and comprised of **R.S. Dag No.493**, under **R.S. Khatian No.122**, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, being part of Premises No.21, School Road, part of Holding No.69, Nalta, P.O. Kumarpara, P.S. Dum Dum, Kolkata - 700 028, under **Ward No.7**, within the

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Municipal Limits of Dum Dum Municipality, in the District of North 24-Parganas to his said wife Smt. Gita Mitra and his said daughter Smt. Gayatri Sarkar.

AND WHEREAS thus by virtue of the aforesaid 2 (Two) Deeds of Gift, the Owners/Vendors herein became the absolute Owners in respect of total land measuring about **5 (Five) Cottahs 37 (Thirty Seven) Square Feet**, be the same a little more or less together with 300 Square Feet, more or less Tile shed construction/building standing thereon and continued to use and enjoy the same in peaceful possession and free from all encumbrances.

AND WHEREAS while in such user and enjoyment in respect of the aforesaid total land measuring about **5 (Five) Cottahs 37 (Thirty Seven) Square Feet**, be the same a little more or less together with 300 Square Feet, more or less Tile shed construction/building standing thereon, the Owners/Vendors herein are being desirous of developing a portion of the said land/premises by making construction of a multi storied building thereon, covering the land measuring about **3 Cottahs 9 Chittacks 32 Square Feet**, more or less, out of the aforesaid First gifted land measuring about 4 Cottahs 1 Chittack 22 Square Feet and the aforesaid Second gifted land measuring about **15 Chittacks 15 Square Feet**, be the same a little more or less, in total land measuring about **4 (Four) Cottahs 9 (Nine) Chittacks 2 (Two) Square Feet**, be the same a little more or less together with 300 Square Feet, more or less Tile shed construction/ building standing thereon and approached the Developer, being the Developer/Confirming Party herein to construct the said multi storied building on the above mentioned total land, being land measuring about **4 (Four) Cottahs 9 (Nine) Chittacks 2 (Two) Square Feet**, be the same a little more or less, lying and situated at and comprised of **R.S. Dag No.493**, under **R.S. Khatian No.122**, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, being part of Premises No.21, Nalta School Road, being Holding No.69/1, P.O. Kumarpara, P.S. Dum Dum, Kolkata - 700 028, under **Ward No.7**, within the Municipal Limits of Dum Dum Municipality, registering Jurisdiction at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, in the District of North 24-Parganas, more fully and particularly described in the **Schedule - "A"** written hereinafter, in accordance with a sanction Building Plan or Plans to be sanctioned by said Dum Dum Municipality and accordingly the said **(1) Smt. Gita Mitra**, wife of Sri Sankar Kumar Mitra and **(2) Smt. Gayatri Sarkar**, wife of Sri Indraneel Sarkar, as the Owners of the First Part jointly entered into a Development Agreement dated 25.01.2017 with the said **PIONEER DEVELOPER**, a Proprietorship concern, having its Office at RC-29, Raghunathpur, P.O. Raghunathpur, P.S. Baguiati, Kolkata - 700

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059, represented by its Sole Proprietor, namely **Sri Joy Gopal Naskar**, son of Late Prafulla Kumar Naskar, by Nationality Indian, by religion Hindu, by occupation Business, residing at RC-29, Raghunathpur, P.O. Raghunathpur, P.S. Baguiati, Kolkata-700 059, as the Developer of the Second Part, being the Developer/Confirming Party herein for development of the aforesaid land, being total land measuring about **4 (Four) Cottahs 9 (Nine) Chittacks 2 (Two) Square Feet**, be the same a little more or less by making construction of a **G+4** storied Building on the said Land/Premises, more fully and particularly described in the **Schedule-"A"** written hereinafter, on the terms and conditions as mutually agreed to as set forth in the aforesaid Development Agreement, which such Development Agreement was registered on 25.01.2017, registered at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 1506-2017, Pages 20529 to 20565, **Being No.150600468**, for the year 2017 and the Vendors herein also executed a General Power of Attorney dated 25.01.2017 unto and in favour of the said **PIONEER DEVELOPER**, a Proprietorship concern, having its Office at RC-29, Raghunathpur, P.O. Raghunathpur, P.S. Baguiati, Kolkata - 700 059, represented by its Sole Proprietor, namely **SRI JOY GOPAL NASKAR**, having **PAN - ADQPN7880A**, son of Late Prafulla Kumar Naskar, by Nationality Indian, by religion Hindu, by occupation Business, residing at RC-29, Raghunathpur, P.O. Raghunathpur, P.S. Baguiati, Kolkata - 700 059, as their Constituted Attorney to do sign, execute and perform all such acts, deeds and things in respect of development of the aforesaid land/premises by making construction of a multistoried building on the said land in accordance with a sanction building plan to be sanctioned by the said Dum Dum Municipality and also to do sign, execute and perform all acts, deeds, matters and things in respect of development of the aforesaid land including have given power to sign, execute and register the relevant Agreement for Sale, Deed of Conveyance or Conveyances in relation of the aforesaid Land/ Premises in respect of only Developer's share of allocation as has been written in the aforesaid Development Agreement for and on behalf of the Owners/Vendors, which such General Power of Attorney was registered at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 1506-2017, Pages 15620 to 15639, **Being No. 150600471**, for the year 2017.

AND WHEREAS thereafter the said (1) Smt. Gita Mitra and (2) Smt. Gayatri Sarkar jointly applied for amalgamation and mutation in respect of part of the aforesaid two plots of land, being total land measuring about **4 (Four) Cottahs 9 (Nine) Chittacks 2 (Two) Square Feet**, be the same a little more or less, which such land to be developed by the aforesaid Developer, before the Concerned

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Authority of the said Dum Dum Municipality and subsequently after amalgamation and mutation of the aforesaid part of two plots of land, the Concerned Authority has issued Holding No.69/2, Nalta School Road, under **Ward No.7** of the said Municipality.

AND WHEREAS pursuant to the aforesaid Development Agreement and the Power of Attorney, the Developer/Confirming Party applied for sanction of a building plan for construction of a **G+4** storied building on the aforesaid total land of the said Premises after demolishing the old construction before the Dum Dum Municipality and subsequently the said Municipal Authority has sanctioned the said Building Plan, vide Building Plan No. IV/103/2017-18, dated 18.08.2017 and after obtaining the said sanctioned Building Plan, the said Developer/Confirming Party has started construction of the aforesaid **G+4** storied building on the said land of the Premises after demolishing the old construction in accordance with the aforesaid sanctioned Building Plan, being desirous of selling the respective Flat out of the **Developer's share of allocation** of the said **G+4** storied building, along with undivided proportionate share and interest of the land, more fully described in the **Schedule - "A"** written hereinafter, along with right to use and enjoy the Common Areas and Facilities, more fully described in the **Schedule - "C"** written hereinafter, an Agreement for Sale dated ----- 2020 was executed by and between the said (1) Smt. Gita Mitra and (2) Smt. Gayatri Sarkar, as the Vendors of the First Part, who represented by their Constituted Attorney said **SRI JOY GOPAL NASKAR**, son of Late Prafulla Kumar Naskar, the Proprietor of **PIONEER DEVELOPER**, having its Office at RC-29, Raghunathpur, P.O. Raghunathpur, P.S. Baguiati, Kolkata - 700 059, who has been duly authorised and empowered by the Vendors to sign and execute all the documents including all Agreement for Sale and the relevant Deed of Conveyance in respect of Developer's share of allocation of the "B" Scheduled property written hereunder for and on their behalves, by virtue of a General Power of Attorney after registered Development Agreement dated 25.01.2017, registered at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 1506-2017, Pages 15620 to 15639, **Being No. 150600471**, for the year 2017, and the Developer/Confirming Party herein as the Developer/Confirming Party therein of the Second Part jointly executed with the Purchasers herein of the Third Part therein, in respect of sale of **ALL THAT** a self contained residential Flat, being **Flat No. ----**, measuring super built up area of ----- **Square Feet**, be the same a little more or less, on the -----**Floor** ----- side of the said **G+4** storied building, more fully described in the **Schedule - "B"** written hereinafter, along with undivided proportionate share and interest of the "A" -

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Scheduled land together with right to use and enjoy the Common Areas and Facilities, more fully described in the **Schedule - "C"** written hereinafter, lying and situated at and comprised of **R.S. Dag No.493**, under **R.S. Khatian No.122**, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, being part of Premises No.21, Nalta School Road, being Holding No.69/2, Nalta School Road, P.O. Kumarpara, P.S. Dum Dum, Kolkata - 700 028, under **Ward No.7**, within the Municipal Limits of Dum Dum Municipality, registering Jurisdiction at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, in the District of North 24-Parganas, at and for total consideration of **Rs. /-(Rupees)** only out of which a sum of **Rs. /-(Rupees)** only have been paid as earnest money or part Consideration as per Memo below by the **Purchasers** to the **Developer/Confirming Party**, the receipt whereof the **Developer/Confirming Party** doth hereby admits and acknowledges.

AND WHEREAS the **Developer/Confirming Party** has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority **at KOLKATA on under registration no. **

AND WHEREAS subsequently after completion of the said building, being desirous of selling the said Flat of the said building along with undivided proportionate share and interest of the land, more fully described in the **Schedule - "A"** written hereinafter, along with rights to use and enjoy the common areas and facilities and being approached by the **Purchasers** after being satisfied with the title of the **Vendors** and also the sanctioned Building Plan, the **Vendors** as well as the **Developer/Confirming Party** have agreed to sell to the **Purchasers ALL THAT** aforesaid self contained residential Flat, being **Flat No. ----**, measuring super built up area of **----- Square Feet**, be the same a little more or less, on the **-----Floor --** ----- side of the said **G+4** storied building, more fully described in the **Schedule - "B"** written hereinafter, together with right to use and enjoy the Common Areas and Facilities, more fully described in the **Schedule - "C"** written hereinafter, lying and situated at and comprised of **R.S. Dag No.493**, under **R.S. Khatian No.122**, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, being part of Premises No.21, Nalta School Road, being Holding No.69/2, Nalta School Road, P.O. Kumarpara, P.S. Dum Dum, Kolkata - 700 028, under **Ward No.7**, within the Municipal Limits of Dum Dum Municipality, registering Jurisdiction at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, in the District of North 24-Parganas, hereinafter called the said **Flat**, at and for a total consideration of

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Rs. /-(Rupees) only to which the **Developer/ Confirming Party** has agreed to.

NOW THIS INDENTURE WITNESSETH that pursuant to the said agreement and in consideration of a total Rs. /-(Rupees) only paid by the **Purchasers** to the **Developer/Confirming Party** (the receipt whereof the **Developer/Confirming Party** doth hereby admits and acknowledges as per Memo given below and of and from the same and every part thereof acquit, release and discharge the **Purchasers**, their respective heirs, executors, administrators and representatives and every one of them and also the said **Flat**) the **Vendors** and the **Developer/ Confirming Party** as beneficial **Owner/Developer** do hereby indefeasibly grant, sale, convey, transfer, assign and assure unto the **Purchasers**, their respective heirs, executors, administrators, representatives and/or assigns free from all encumbrances whatsoever made or suffered by the **Vendors** and the **Developer/ Confirming Party ALL THAT** a self contained residential Flat, being **Flat No. ----**, measuring super built up area of ----- **Square Feet**, be the same a little more or less, on the -----**Floor** ----- side of the said **G+4** storied building, lying and situated at and comprised of **R.S. Dag No.493**, under **R.S. Khatian No.122**, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, being part of Premises No.21, Nalta School Road, being Holding No.69/2, Nalta School Road, P.O. Kumarpara, P.S. Dum Dum, Kolkata - 700 028, under **Ward No.7**, within the Municipal Limits of Dum Dum Municipality, registering Jurisdiction at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, in the District of North 24-Parganas, more fully described in the **Schedule - "B"** written hereinafter together with undivided proportionate share and interest of the **"A" - Scheduled** land along with all proportionate right, title and interest in all **Common Areas and Facilities** including easements and passages, more fully described in **Schedule - "C"** written hereinafter and also the other rights and facilities along with **Common Expenses**, more fully described in **Schedule "D"** written hereinafter **TO ENTER INTO AND TO HAVE AND TO HOLD, OWN POSSESS AND ENJOY** the said property/flat and every part thereof more fully described in the **Schedule - "B"** hereby granted, sold, conveyed and transferred or expressed and intended so to be with the rights and appurtenances thereto or in connection therewith unto and to the use of the **Purchasers**, their respective heirs, executors, administrators, representatives and/or assigns forever free from all encumbrances and the **Vendors** and the **Developer/Confirming Party** do hereby indemnify and promise to keep the **Purchasers** indemnified against all encumbrances claims, liens etc. whatsoever created or suffered by the **Vendors** for themselves and their respective heirs, executors, administrators and representatives and covenant with the **Purchasers**,

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their respective heirs, executors, administrators, representatives and/or assigns that notwithstanding any act, deed or thing whatsoever made or suffered by the **Vendors** by any of their predecessors and predecessors-in-title, done or executed or knowingly suffered to the contrary the **Vendors** and the **Developer/Confirming Party** at all material times hereto before and now had/have good right, full power, absolute authority and indefeasible title to grant, sale, convey, transfer assign and assure the said flat/property hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the **Purchasers**, their respective heirs, executors, administrators, representatives and/or assigns in the manner aforesaid **AND THAT** the **Purchasers**, their respective heirs, executors, administrators, representatives and/or assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property or every part thereof and receive the rents, issued and profits thereof without any lawful eviction hindrances and interruption disturbances, claims or demands whatsoever from or by the **Vendors** and the **Developer/Confirming Party** or any person or persons lawfully or equitably claiming any right thereof under or in trust for them or from or under any of their predecessors-in-title and that free and clearly, freely and clearly absolutely acquired, exonerated and released or otherwise by and at the costs and expenses of the **Vendors** and the **Developer/ Confirming Party** sufficiently save indemnify from against and all manner of claims, charges, liens debts, attachments and encumbrances, whatsoever made or suffered by the **Vendors** and the **Developer/Confirming Party** or any of their predecessors-in-title.

AND THAT the **Vendors** and the **Developer/Confirming Party** and the **Purchasers** herein agreed and declare as follows:-

1. The **Vendors** and the **Developer/Confirming Party** declare that they have not entered into any agreement with anybody for sale of the said flat hereby sold, conveyed and transferred, save and except the aforesaid Agreement for Sale.
2. The **Vendors** and the **Developer/Confirming Party** have not received any notice from any authority and declare that the said land with building is not affected by any notice or Scheme of the Municipal Authority or the Government or any other Public Body or Bodies and further declare that at present the said land with building is not affected by any notice of acquisition or requisition by any authority.

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Proprietor

3. The **Purchasers** herein shall be entitled to use and enjoy the common passage leading to the said building for ingress to and egress from the said flat.

4. The **Purchasers** herein will be entitled to make and affect necessary repairs, plastering and white washing of the inside walls of the said flat at their own costs and expenses including all other thing or things required for proper and beneficial use and enjoyment of the said flat without affecting other flat Owners of the said building.

5. The **Purchasers** shall and may at all times hereafter peacefully and equitably hold, possess and enjoy the said flat and each and every part thereof forever and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand, and from or by the **Vendors** and the **Developer/Confirming Party** or their respective heirs, executors, administrators, representatives and/or assigns and/or successors-in-office.

6. The **Vendors** and the **Developer/Confirming Party** shall hand over and deliver the absolute peaceful vacant khas possession of the said flat fully described in **Schedule - "B"** hereinafter written unto and in favour of the **Purchasers** after receiving the full consideration money.

AND it is further agreed and declared amongst the **Parties** as follows:-

1. The **Purchasers** shall be liable to make payment of all the Rates and Taxes in respect of the said flat hereby sold and conveyed to the Municipal Authorities or other appropriate authorities on and from the date of the said purchase. If however any Association of owners of the said Premises is formed, the **Purchasers** shall be entitled to make payment of the same through the said Association, if so decided and/or agreed to.

2. The **Purchasers** shall have all the estate, right, title, interest, property, claim whatsoever of the **Vendors** and **Developer/ Confirming Party** had or have in respect of the said flat free from all encumbrances and attachments whatsoever save and except the right of demolition or committing waste in respect of the said flat or

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the said property in any manner so as to affect the **Vendors** or other Co-owners who have acquired or may hereafter purchase or acquire similar property right in respect of the other flats and that the **Purchasers** shall have the right, title and interest in respect of the proportionate share of land of the said property and enjoy the same with the **Vendors** and/or other Co-owners who have acquired similar right, title and interest in the said property.

3. The **Purchasers** shall also be entitled to sell, mortgage, lease out or otherwise alienate the said flat hereby sold and conveyed subject to the terms herein contained to any one without the consent of the **Vendors** and the **Developer/Confirming Party** or any other co-owners who may have acquired before or hereafter any right, title or interest similar to those acquired by the **Purchasers** under the terms and conditions of this Conveyance.

4. The **Purchasers** shall use and/or maintain repair, replace, reconstruct all common items at the proportionate cost of all the Co-owners of the said premises/property.

5. The **Vendors** and the **Developer/Confirming Party** and their/ its/their respective heirs, executors, administrators, representatives and/or assigns and/or successors-in-office as the case may be shall at all times hereafter indemnify and keep indemnified the **Purchasers**, their respective heirs, executors, administrators, representatives and/or assigns against any loss, damage, costs, charges and expenses, if any which may be suffered by reason of any defect in the title of the **Vendors** or any breach of the covenant hereunder contained.

6. Subject to the provisions of the agreement the **Vendors** and the **Developer/Confirming Party** and their/its/their respective heirs, executors, administrators, representatives and/or assigns and/or successors-in-office shall and will from time to time and at all times hereafter, upon the request and cost of the **Purchasers** and their respective heirs, executors, administrators, representatives and/or assigns do execute and cause to be done and executed all such deeds, acts and things whatsoever for further or more perfectly assuring the title of the said **Flat**, being **Flat No.----**, measuring super built up area of ---- **Square Feet**, be the same a little more or less, on the ----**Floor** ----- side of the

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said **G+4** storied building, with all appurtenances and amenities and every part thereof unto and to the use of the **Purchasers** in the manner aforesaid as shall or any reasonably be required and the **Vendors** and the **Developer/ Confirming Party** and their/its/their respective heirs, executors, administrators, representatives and/or assigns and/or successors-in-office shall at all times hereafter upon the request of the **Purchasers** and their respective heirs, executors, administrators, representatives and/or assigns cause to be produced and file all deeds and documents relating to the said flat including the land conveyed herein.

WHILE using the said flat/unit or any part thereof or the common parts or the common portions, the **Purchasers** shall not do any of the following acts, deeds and things.

1. Obstruct the Society or Association or Company in its legal and lawful acts relating to the common purposes.
2. Violate any of the rules and regulations laid down in respect of user of the building.
3. Cause any damage to the common parts or the common portions or any other units of the said building, by making any alterations or withdrawing any support or otherwise.
4. Alter any outer portion elevation or colour scheme of the said unit or the said building.
5. Throw or accumulate or cause to be thrown or accumulated dirt, rubbish or refuse within said unit or in the common parts or the common portions save at the place indicated therefor.
6. Carry on or cause to be carried on any obnoxious injurious noise, dangerous, hazardous, illegal or immoral activity in the said flat/unit or anywhere else in the building.
7. Keep or store any offensive combustible, obnoxious, hazardous or dangerous articles in the said flat/unit or the common parts or the common portions.
8. The **Purchasers** shall bear the maintenance and repairing cost of the common sewerage line proportionately with the other residents of the building using the same sewerage until it is taken over by the Municipality.

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THE SCHEDULE - "A" AS REFERRED TO HEREINABOVE:

ALL THAT a Premises, covering a piece and parcel of Bastu land, measuring about **4 (Four) Cottahs 9 (Nine) Chittacks 2 (Two) Square Feet**, be the same a little more or less together **G+4** storied building standing thereon, with **Lift** facility, lying and situated at and comprised of **R.S. Dag No.493**, under **R.S. Khatian No.122**, Mouza Sultanpur, J.L. No.10, R.S. No.89, Touzi No.172, being part of Premises No.21, Nalta School Road, being Holding No.69/2 Nalta School Road, P.O. Kumarpara, P.S. Dum Dum, Kolkata - 700 028, under **Ward No.7**, within the Municipal Limits of Dum Dum Municipality, registering Jurisdiction at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, in the District of North 24-Parganas, which is butted and bounded by :-

ON THE NORTH : 16' Feet wide Municipal Road/School Road.
ON THE SOUTH : House of Mr. Badal Das.
ON THE EAST : House of Mr. Arun Biswas.
ON THE WEST : House of Smt. Manjula Biswas and Mr. Amalendu Mullick.

THE SCHEDULE - "B" AS REFERRED TO HEREINABOVE :

(Description of the Flat hereby sold and conveyed)

ALL THAT a self contained residential Flat, being **Flat No. ----**, measuring super built up area of ----- **Square Feet**, be the same a little more or less, with **Marble** Floor, on the -----**Floor** ----- side of the said **G+4** storied building, consisting of ----- Bed Rooms, 1(One) Dinning, 1(One) Kitchen, -----Privy-cum-Bath, -----Toilet and ----- Varandah, lying and situated at and being Premises No.21, School Road, being Holding No.69/2, Nalta School Road P.O. Kumarpara, P.S. Dum Dum, Kolkata-700 028, together with undivided proportionate share and interest of the **"A" Scheduled** land as above together with all other Common Areas, Common Facilities and Amenities described in the **Schedule-"C"** hereunder.

THE SCHEDULE - "C" AS REFERRED TO HEREINABOVE:

(COMMON AREAS, COMMON FACILITIES AND AMENITIES)

COMMON AREAS, COMMON FACILITIES AND AMENITIES: shall mean unless the context otherwise requires, the entrance, corridors, all ways, paths, staircase, stair ways, stair well, lift, driveway, over head and underground tank, water pump, motor, meter room and other facilities which may be used and enjoyed in common

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Hamkar
Proprietor

by all the occupants of flats/ units/spaces and required for the maintenance and/or management of facilities of the building including the roof and terrace of the said building.

THE SCHEDULE - "D" AS REFERRED TO HEREINABOVE :
(Common expenses)

1. All costs of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating and lighting in the common portions of the said building.
2. All charges for supplies of common utilities.
3. Municipal Taxes and other outgoings save and except the assessed respective unit.
4. Costs and charges of establishment for maintenance and charge for Insurance of the said building.
5. All litigation costs/expenses for protecting the title of the said land and building after handing over habitable condition of the said Flat.

PIONEER DEVELOPER
J. Kumar
Proprietor

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

SIGNED, SEALD AND DELIVERED

at Dum Dum in the presence of :-

WITNESSES :

1.

As the Constituted Attorney of the Vendors, namely Smt. Gita Mitra and Smt. Gayatri Sarkar.

SIGNATURE OF THE OWNERS

2.

PIONEER DEVELOPER
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Proprietor

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

Drafted and prepared by :

**Dilip Kumar Saha
Advocate,
High Court at Calcutta,
1B, Old Post Office Street,
Ground Floor, Room No. 2,
Kolkata - 700 001.**

RECEIVED of and from the withinnamed **PURCHASERS** the within mentioned sum of **Rs.** /- (**Rupees**) only being the amount of full consideration money in respect of the aforesaid Flat hereby sold, conveyed and transferred as per **Memo** below :-

MEMO OF CONSIDERATION

- 1.
- 2.
- 3.

Total : Rs. _____

(**Rupees**) only.

WITNESSES :

- 1.
- 2.

PIONEER DEVELOPER

Harmer

Proprietor

(**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**)