

DEED OF CONVEYANCE

THIS INDENTURE made this the                      day of  
\_\_\_\_\_, TWO THOUSAND NINETEEN (2019),

BETWEEN

1) SRI RABINDRA NATH MITRA, son of Late Baidya Nath Mitra, by Faith- Hindu, by Occupation- Retired Person, Nationality- Indian, 2) SRI JATINDRA NATH MITRA, son of Late Baidya Nath Mitra, by Faith- Hindu, by Occupation- Retired Person, Nationality- Indian both are residing at Village and Post Office- Shyampur, Police Station- Maheshtala, Kolkata-700137, District- South 24-Parganas, 3) MANJU MITRA, wife of Late Sachindranath Mitra, by Faith- Hindu, by Occupation-Housewife, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 4) TUHIN MITRA, son of Late Sachindranath Mitra, by Faith- Hindu, by Occupation-Service, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 5) ARCHITA MITRA, daughter of Late Sachindranath Mitra, by Faith- Hindu, by Occupation-Housewife, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 6) SMT. NAMITA BOSE, wife of Sri Debiprasad Bose, by Faith- Hindu, by Occupation-Housewife, Nationality- Indian, residing at Shyampur Sarkarpara, Post Office-Budge Budge, Police Station- Maheshtala, District- South 24 Pargnas, 7) MS. SABITA MITRA, Daughter of Late Baidya Nath Mitra, By Faith Hindu, By Occupation- Homemaker, residing at Village & Post Office- Shyampur, Police Station-Maheshtala, Kolkata-700137, 8) MRS. KABITA BOSE, Wife of Mrs. Mrinal Kanti Bose, By Faith Hindu, By Occupation-Housewife, residing at 22A, Hemchandra Street,

Khidirpur, Kolkata - 700023, 9) MRS. ANITA BISWAS, Wife of Late Samar Biswas, By Faith Hindu, By Occupation-Housewife, residing at 5/1, Sibas Dutta 2nd by lane, Howrah-1, 10) MRS. AMITA GHOSH, Wife of Sri Sujay Ghosh, By Faith Hindu, By Occupation-Housewife, residing at 3/1, Beharilal Chakraborty Lane, Howrah-1, represented by their Constituted Attorney ROHIT NAHAR, son of Rabindra Singh Nahar, residing at 45/4A, Chakraberia Road, South, Kolkata-700025, Director of "ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", a Private Limited company duly registered and incorporated under the meaning and provisions of the Companies Act, 2013 having its registered office at K.P.Mondal Road, Chandipur, Nodakhali, P.O. B/Chandipur, P.S. Nodakhali, District South 24 Parganas, hereinafter called and referred to as the "OWNERS OF THE LAND/VENDORS" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their respective heir/heirs, successor/successors, executor/ executors, administrator/ administrators, legal representative/representatives and assign/assigns) of the FIRST PART.

AND

1) \_\_\_\_\_ (PAN-\_\_\_\_\_)  
 (MOBILE-\_\_\_\_\_ ) (Aadhar no. \_\_\_\_\_),  
 son of \_\_\_\_\_, by Faith- \_\_\_\_\_, by

Occupation- \_\_\_\_\_, Nationality- Indian, and 2)  
 \_\_\_\_\_(PAN-\_\_\_\_\_) (MOBILE-  
 \_\_\_\_\_ ) (Aadhar no. \_\_\_\_\_) , wife of  
 \_\_\_\_\_, by Faith- \_\_\_\_\_, by  
 Occupation- \_\_\_\_\_, Nationality- Indian, both are  
 residing \_\_\_\_\_ at

\_\_\_\_\_, hereinafter called and referred to  
 as "PURCHASERS/VENDEES" (which term or expression shall unless  
 excluded by or repugnant to the subject, context or meaning thereof  
 be deemed to mean and include their heir/heirs, successor/successors,  
 executor/executors, administrator/ administrators, legal  
 representative/representatives and assign/assigns) of the SECOND  
PART.

AND

"ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", a Private  
 Limited company duly registered and incorporated under the meaning  
 and provisions of the Companies Act, 2013, having its registered  
 office at K. P. Mondal Road, Chandipur, Nodakhali, Post Office-  
 B/Chandipur, Police Station- Nodakhali, District- South 24 Parganas,  
 represented by one of the Director MR. ROHIT NAHAR (PAN-

ABKPN2303A), [MOBILE: 9330327648 ] (Aadhaar no. 8547 9734 6261 ), son of Rabindra Singh Nahar, residing at 45/4A, Chakraberia Road (South), Kolkata-700025, hereinafter called referred to as "DEVELOPER/BUILDER/COLLABORATOR/PROMOTER" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include his heir/heirs, successor/successors, executor/ executors, successors-in-office, administrator/administrators, legal representative/representatives and assign/ assigns) of the THIRD PART.

WHEREAS one Baidyanath Mitra was the Owners and possessors of All That piece and parcel of 42 decimals land with structure standing thereon lying and situated in R.S. Dag Nos.920, 921 and 916 under R.S. Khatian No.101 at Mouza- Shyampur and while seized and possessed the said land as an absolute 16 annas Owners died intestate on 04.04.1968 leaving behind him surviving only wife Nihar Bala Mitra, Four sons Rabindra Nath Mitra, Jatindra Nath Mitra, Sachindra Nath Mitra, Barindra Nath Mitra, and Five daughters Namita Bose, Wife of Debiprosad Bose, Sabita Mitra, Kabita Bose, Wife of Mrinal Kanti Bose, Anita Biswas, Wife of Late Samar Biswas, and Amita Ghosh, wife of Sujay Ghosh, as his only legal heirs and representatives who inherited the property left by the said Baidya Nath Mitra and they are using possessing the said property jointly as

their proportionate share therein with the knowledge of all other concern.

AND thereafter they have mutated their names from the B.L. & L.R.O. and their names have been recorded in L.R. Dag Nos.1148, 1149 and 1144 under L.R. Khatian Nos.647, 1090, 1049, 1188 and 596 at Mouza- Shyampur, J.L. No.46, Touzi No.357, and also mutated their names from the Maheshtala Municipality and their names have been recorded in Holding No.F2/124/New, B.B.T. Road, R.H.S. towards Kol., Ward No.35, Police Station- Maheshtala, within the limits of Maheshtala Municipality, District- South 24 Parganas, Kolkata-700137, was originally belongs to Late Baidyanath Mitra.

Said Nihar Bala Mitra died intestate subsequently leaving behind Four sons Rabindra Nath Mitra, Jatindra Nath Mitra, Sachindra Nath Mitra, Barindra Nath Mitra, and Five daughters Namita Bose Wife of Debiprosad Bose, Sabita Mitra, Kabita Bose, Wife of Mrinal Kanti Bose, Anita Biswas, Wife of Late Samar Biswas, as Amita Ghosh, Wife of Sujay Ghosh all are daughter of Nihar Bala Mitra, as her only legal heirs and representatives for her portion of the inherited property from her late husband Baidyanath Mitra and accordingly they were using and enjoying the aforesaid property as of Sixteen Annas Owners thereof with the knowledge of all other concern.

AND WHEREAS the legal heirs of the said Baidyanath Mitra and Nihar Bala Mitra while seized and possessed the said land having 1/9<sup>th</sup> share each in the said land, an amicable partition was made between all the nine sharers and the said Barindranath Mitra got his share demarcated and was allotted 2 cottahs 12 chittaks and 34 sq.ft land with structure standing thereon lying and situated in R.S. Dag Nos.920 under R.S. Khatian No.101 at Mouza- Shyampur, District- South 24 Parganas with the knowledge of all concerned.

AND the said Barindranath Mitra while seized and possessed the said property as an absolute Sixteen Annas Owner sold the said property to Dilip Kumar Gupta and Uttam Kumar Gupta by a registered Deed of Sale vide Deed No.00607 for the year 2002 which was registered in the office of the D.S.R.II, Alipore.

AND the above named Sachindra Nath Mitra, since deceased, along with his other co-sharers/co-owners executed and registered a Development Agreement dated 07-11-2014, which was registered in the Office of the Additional District Sub-Registrar Office at Behala and registered in Book No.I, C.D. Volume No.29, Page from 3903 to 3927, Being No.09208 for the year 2014 and also executed and registered a General Power of Attorney, which was duly registered in the A.D.S.R. Behala and registered in Book No.I, C.D. Volume No.29, Page from 3928 to 3944, Being No.09290 for the year 2014 in favour

of "ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", a Private Limited Company, and incorporated under the meaning and provisions of the Companies Act, 2013, represented by one of its Director, Mr. Rohit Nahar as their Constituted Attorney with terms and conditions mentioned therein and thereafter the said Sachindra Nath Mitra died intestate on 15-03-2017 leaving behind him surviving the present owner nos.3, 4 and 5 namely; Manju Mitra, Tuhin Mitra and Archita Mitra as his only legal heirs and successors.

The present owner nos.3, 4 and 5 namely; Manju Mitra, Tuhin Mitra and Archita Mitra the only legal heirs and successors of the above named Sachindra Nath Mitra, since deceased executed and registered a General Power of Attorney in favour of "ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", a Private Limited Company, and incorporated under the meaning and provisions of the Companies Act, 2013, represented by one of its Director, Mr. Rohit Nahar as their Constituted Attorney, which was registered in the Office of the D.S.R.II, Alipore, South 24 Parganas and registered in Book No.IV, Volume No.1602-2018, Pages from 2387 to 2409, Being No.160200113 for the year 2018.

The Present Owners of the First part above stated herein are at present seized and possessed of ALL THAT piece and parcel of land measuring about 24 Cottahs 13 Chhittacks 39 Sq.ft. which is lying and



situated at Mouza- Shyampur, under R.S. Khatian No. 101, L.R. Kri Khatian No. 647, 1090, 1049, 1188 & 596, in Dag No. 916, 920 & 921, P.O. Shyampur & P.S. Maheshtala, District- South 24 Parganas, Pargana- Balia, Touzi No. 357, J.L. No. 46, within the Ward No. 35 of Maheshtala Municipality but the actual physical measurement of Bastu land available is with structure measuring more or less 23 cotthas 9 chittacks 40 sq.ft. along with additional undivided pathways which is lying and situated at Mouza- Shyampur, under R.S. Khatian No. 101, L.R. Kri Khatian No. 647, 1090, 1049, 1188 & 596, in Dag No. 920 & 921, P.O. Shyampur & P.S. Maheshtala, District- South 24 Parganas, Pargana- Balia, Touzi No. 357, J.L. No. 46, within the Ward No. 35 of Maheshtala Municipality.

AND WHEREAS the Party of the First Part intended to "Commercially Exploit" the said Property by constructing Flats upon the SCHEDULE 'A' Property but due to paucity of money they agreed to construct the super-structures/flats within their limits of financial capacity and to complete the said Building through suitable DEVELOPER/BUILDER/COLLABORATOR/PROMOTER the Flats therein with the purse of the Intending Purchasers by selling the proportionate share of land and/or space, and/or spaces with super-structures and/or flats to them, so that they may provide themselves with flats as consideration of the said property and subsequently the First Party entered into a registered Development Agreement on 7th November,

2014 with the Third Part/Developer and also the Owners/First Part executed a Registered Power of attorney on behalf of the Developer/Third Party.

That during the period of construction of the said building the Developer herein have expressed its desire to sell one self contained and complete flat on the \_\_\_\_\_ floor, being Flat No. \_\_\_\_\_ in the said building along with the common user of common passage, stair, together with the undivided impartible proportionate share or interest in the land which is more fully described in the SCHEDULE 'A' hereunder written and hereinafter referred to as the said flat to the intending buyers out of the Developers' allocation as per terms of the said development agreement dated 07-11-2014.

That on coming to know the intention of the Developers the Purchaser herein have approached the Developers herein for purchasing the said one self-contained and complete flat and accordingly the Purchaser herein entered into an agreement on \_\_\_\_\_ with the Developers/Confirming Parties herein on the terms and conditions contained therein whereby it was agreed that the Developers/Confirming Parties would erect, build and

construct a self-contained and complete flat measuring by admeasurements \_\_\_\_\_ sq.mtr. of Carpet area and balcony area of \_\_\_\_\_ sq.mtr. TOGETHER WITH the undivided proportionate share of land and in the common parts, portions, areas, facilities & amenities which works out to be \_\_\_\_\_ Sq.ft. of Super Built-up area at the said premises, being Flat No.\_\_\_\_ on the \_\_\_\_\_ floor of G+3 storied building described in the SCHEDULE 'A' thereof to be completed in all respect and habitable condition for and on behalf of the Purchaser TOGETHER with the common parts, common passage, common facilities and amenities provided thereat and described in the Schedule there under at or for a total consideration of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_) only from the Developer's Allocation and also cause to be transferred and conveyed impartible undivided proportionate share or interest in the land comprised in the said property described in the SCHEDULE 'E' thereon on the terms and conditions contained therein.

In terms of the said Agreement dated \_\_\_\_\_ mentioned above, the Developers/Confirming Parties have erected, built, constructed and completed the said flat in all respect and inhabitable condition of the said project namely and known as "SHYAM BHOOMI" in accordance with the said

sanctioned building plan, consisting of several self contained flats, car parking spaces in or upon the said property which is more fully described in the SCHEDULE 'A' together with all the common parts, common areas, common facilities and amenities provided thereat and the Purchaser has paid the entire consideration money time to time to the Developers/Confirming Parties in respect of the said flat and the proportionate undivided and impartible share or interest in the land and the Developers acknowledge the receipt of the same also by the Vendor herein.

On being called upon by the Purchaser to execute and register an appropriate indenture of conveyance thereby transferring the said flat in accordance with law and entire consideration money having been paid to the Developers/Confirming Parties in terms of the said Agreement dated \_\_\_\_\_ and the Vendor has agreed to execute the same in favour of the Purchaser which the Developers/Confirming Parties have agreed to confirm the same.

The Promoter agrees to sell to the Purchasers and the Purchasers hereby agrees to purchase, the Apartment as specified in the SCHEDULE hereunder.

The Total Price for the Apartment based on the carpet area is Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ only).

Cost of Apartment including exclusive balcony area and proportionate cost of Common Areas - Rs  
 GST @ 12 % / 8 % ( As applicable ) - Rs

Total Price - Rs

Block/Building/Tower No.____	Rate of Apartment per square feet
Apartment No. _____ Type _____ Floor _____	
Total price (in rupees)	

**:-DEFINITIONS-:**

(In these presents unless it is repugnant to or inconsistent with following expressions shall have the following meanings):

- a) ARCHITECT shall mean ESPACE or such other person, firm or firms, company or companies whom the Sellers may appoint from time to time as the Architect of the building.
- b) COMMON PARTS & PORTIONS shall mean the common parts portions facilities and amenities (including Community Hall, GYM,

lifts, lift room, lift wells and lifts installations, generator, generator room, generator installations, pump, pump room, pump installations, tube well and its installations, drains, sewers, boundary walls, main gates, paths and passages, driveways, staircases and lobbies and underground and overhead water reservoir, Indoor Games Room, etc.) in the said Building (more fully and particularly mentioned and described in the SCHEDULE 'E' hereunder written). And common parts and portions in the said building and the said premises as such as shall be necessary or be required as thought fit and determined by the Seller for the beneficial enjoyment of the said Unit and such common parts and portions shall be declared and/or identified by the Seller only upon the completion certificate is granted by the Maheshtala Municipality.

- c) **COMMON PURPOSES** shall mean and include the purpose of upkeep management, maintenance, administration and protection of the common portions and the purposes of regulating mutual rights and obligations of the Owners and/or occupants of the respective units /flats and all other purposes or matters in which the Owners and/occupants have common interest relating to the Building.
- d) **CAR PARKING SPACE** shall mean the space earmarked by the Seller/Owners for parking of two wheeler/motor car Parking space will be located in the Ground floor or in the open space in

the said premises which has been specifically reserved and/or retained by the Seller/Owners for themselves.

- e) **HOLDING ORGANISATION/MAINTENANCE COMPANY** shall mean the company/association/society that may be formed or promoted by the Seller for the common purposes, maintenance and upkeep of the Building at the said premises.
- f) **PLAN** shall mean the plan permit no. 555/14-15 (Revised) sanctioned by Maheshtala Municipality on 10/01/17 and shall include any modifications and/or alterations thereto.
- g) **"PREMISES"** shall mean ALL THAT piece of parcel of Bastu Land measuring 23 Cottahs 09 Chittaks 40 sqft more or less together with structure thereon along with additional undivided pathways under MOUZA - SHYAMPUR, L.R. Dag No.1148, 1149, 1144, R.S. Khatian No.101, L.R. Kri Khatian Nos.647, 1090, 1049, 1188 and 596 in Dag Nos.920, 921, 916, L.R. Dag No. 1148, 1149 & 1144, Touzi No.357, J.L. No. 46, now within the limits of Maheshtala Municipality, Ward No.35, Holding No. F2/124/New, B.B.T. Road, Right Side Towards Kolkata, Police Station- Maheshtala, Kolkata-700137, District- 24 Parganas (South) (more fully and particularly mentioned and described in the SCHEDULE 'A' hereunder written).
- h) **PURCHASERS & VENDEES** shall mean:  
In the case of an individual his/her heirs, legal representatives, executors, administrators and assigns.

In the case of the Purchasers/Vendees being a Company its successor and/or successors in interest and assigns.

In the case of the Purchasers/Vendees being a Partnership Firm then its partner and/or partners for the time being and their respective heirs, legal representative, executors, administrators and assigns.

In the case of such Purchasers/Vendees being a HUF, the Karta of the said HUF for the time being and his heirs, legal representatives, executors, administrators and assigns.

In the case of the Purchasers/Vendees being a Trust then the Trustees of the Trust for the time being and their successor and/or successors in office and assigns.

In case such Purchasers/Vendees is a minor then the natural guardian of such minor and such natural guardian shall be fully responsible for due performance and observance of all the terms and conditions to be performed and observed on the part of the said minor.

- i) **PROJECT** shall mean the housing project undertaken for construction erection and completion of the said new building and/or buildings to be constructed in accordance with the said plan at the said premises
- j) **CARPET AREA** shall mean the total net usable floor area of the Flat/Unit including area covered by the internal partition walls of the Flat/Unit excluding the area covered by the external walls,



excluding areas under service shafts, balcony or verandah area and open terrace area as certified by the Architect.

- k) SUPER BUILT UP AREA shall mean the total covered area including the Flat/ Unit including the proportionate share in the common parts and portions such proportionate share to be determined by the Architect in its absolute discretion and the decision of the Architect shall be final and binding on the parties.
- l) OWNERS/VENDORS shall mean and include the Owners of the Land of the Premises and their respective heir/heirs, successor or successors and/or assign/assigns.
- m) SELLERS/DEVELOPER /BUILDER/COLLABORATOR shall mean and include the Builder/ Developer/Collaborator/Sellers of the Premises namely ENLIGHTEN INFRA PROJECTS PVT. LTD. and his respective successor or successors-in-interest, successors-in-office and/or assigns.
- n) SPECIFICATIONS shall mean and include the various specifications, brief details are mentioned in the SCHEDULE 'D' hereunder written and such specifications may be altered and/or changed and/or modified as may be required by the Architect from time to time in its absolute discretion and in the event any Purchasers requiring any upgraded specification and/or better specification for a particular unit and/or flat then the Purchasers so requiring such upgraded specification shall be

required to pay and bear such extra costs as may be decided by the Seller and the Purchasers.

- o) FLAT shall mean the Unit/Flat No. \_\_\_\_ on the \_\_\_\_\_ floor of said new building consisting of \_\_\_\_ Bed Rooms, One Living-cum-Dining, One Kitchen, \_\_\_\_ Toilet and One Balcony etc. now in course of construction on the said Premises containing by admeasurements \_\_\_\_\_ sq.mtr. of Carpet area and balcony area of \_\_\_\_\_ sq.mtr. TOGETHER WITH the undivided proportionate share of land and in the common parts, portions, areas, facilities & amenities which works out to be \_\_\_\_\_ Sq.ft. of Super Built-up area at the said premises (more fully and particularly mentioned and described in the SCHEDULE 'A' hereunder written) TOGETHER WITH the proportionate undivided impartible variable share in the land attributable to the said Unit/Flat.
- p) UNDIVIDED SHARE shall mean the proportionate undivided impartible variable share in the land as shall be determined by the Seller at the time of execution of the Deed of Conveyance attributable to each unit and it being expressly agreed that all the open spaces shall continue to be retained by the sellers who in there absolute discretion shall allow and/or permit any other person or persons to utilize such other spaces as shall be determined by the Seller in it's absolute discretion.

- q) UNITS shall mean the Units and/or other constructed spaces to be built and constructed on the said premises.
- r) "PRINCIPAL AGREEMENT" shall mean the Registered Development Agreement made between the Owners & Developer on 7th November, 2014, which was registered at A.D.S.R. Behala, Vide Book No.I, Volume No.29, Pages 3903 to 3927, Being Deed No.09208, for the year 2014.

**:-INTERPRETATIONS-:**

1. Any reference to statute shall include any statutory extension or modification or enactment of such statute any rules regulations or orders made there under.
2. Any covenant by the Purchasers not to act or do anything shall be deemed to include their obligations not to permit the said act or things to be done.
3. Singular number shall include plural and vice versa.
4. Masculine gender shall include feminine and neuter genders and vice versa.
5. The paragraphs heading do form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction or the interpretation.

**NOW THIS INDENTURE WITNESSES** that in pursuance of the said agreement dated \_\_\_\_\_ and in total consideration of the

sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only paid by the Purchasers to the Developer/Confirming Party inclusive of the price of the undivided proportionate share or interest in the land as per memo of consideration hereunder written on or before the execution of these present (the receipt whereof the Developers/Confirming Parties do hereby and in particular by the receipt hereunder written admit and acknowledge and on and from the same and every part thereof acquit release and forever discharge the Purchaser as well as the said flat transferred and conveyed) the Vendors as beneficial owner doth hereby these presents grant, sell, convey, transfer, assign and assure unto and in favour of the Purchasers All That the bricks and concrete built self-contained and complete flat in the said building out of the allocation of the Developer/Confirming Party in the said building, being Flat No. \_\_\_\_ on the \_\_\_\_\_ floor of G+3 storied building consisting of \_\_\_\_ Bed Rooms, One Living-cum-Dining, One Kitchen, \_\_\_\_ Toilet and One Balcony etc. now in course of construction on the said Premises containing by admeasurements \_\_\_\_\_ sq.mtr. of Carpet area and balcony

area of \_\_\_\_\_ sq.mtr. TOGETHER WITH the undivided proportionate share of land and in the common parts, portions, areas, facilities & amenities which works out to be \_\_\_\_\_ Sq.ft. of Super Built-up area at the said premises (more fully and particularly mentioned and described in the SCHEDULE 'A' hereunder written) TOGETHER WITH the proportionate undivided impartible variable share or interest in the land attributable to the said Unit/Flat described in the SCHEDULE 'A' hereunder TOGETHER WITH all fittings and fixtures attached thereto and/or affixed therein described in the SCHEDULE 'D' situated on the said building hereunder written ALONG WITH the undivided interest in the said land and facilities and amenities described in the SCHEDULE 'E' hereunder written and unfettered absolute right at all point of times to use the staircase, entrance, pathways, courtyard, ultimate roof and common areas and the facilities in common with other owners/occupiers of the other flats/car parking space thereat hereinafter collectively called the "SAID FLAT" in the said building namely "SHYAM BHOOMI" and ALL THAT estate, right, title, interest, property, possession, claim and demand whatsoever both at law and in equity of the

Vendor into or upon the said flat hereby granted, conveyed, sold, transferred, assigned and assured and every part thereof OR HOWSOEVER OTHERWISE the said flat and every part thereof now is or are or was or were situate or situated, butted, bounded, called, known, numbered described or distinguished TOGETHER WITH other privileges, appendages, appurtenances, and easements whatsoever belonging to or in any way appurtenant or attached thereto to be enjoyed in common and all estate, right, title, inheritance, use, trust, claim and demand whatsoever both at law and in equity of the Vendors unto and upon the said flat AND TO HAVE AND TO HOLD the said flat and every part thereof hereby specifically granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchasers their heirs, executors, administrators, legal representatives, assigns and person or persons claiming any right, title or interest under them free and discharged from all or any form of encumbrances, charges, lien, lispence, claims, demands, attachment, requisition, acquisition or any other defect in title or whatsoever nature subject to the conditions,

stipulations and covenants to be observed and perform by the Purchasers hereunder written and provisions otherwise that may be required to be implemented by the Association that may be formed by the Flat owners in accordance with the law that may be mutually agreed and covenanted by and between the Purchasers and other owners/occupiers of the other flats of the said building AND the Vendor do hereby for himself and his respective heirs, executors, administrators, legal or personal representatives and/or person or persons claiming any right, title or interest under or in trust for him covenant with the Purchaser, his heirs, executors, administrators, legal representatives, assigns and/or person or persons claiming any title or interest under them that:-

- A) NOTWITHSTANDING any act deed or thing whatsoever by the Vendors or any of his or by any of his predecessor-in-title done executed or knowingly suffered to the contrary that the Vendor at all material times heretofore and now has full power, absolute authority and title to transfer, sell, gift, convey, assign and assure unto and in favour of the Purchaser of the said flat and every part thereof

hereby granted, sold, transferred or expressed and intended so to be in the manner aforesaid.

- B) The Purchasers may and will from time to time and at all times hereafter peacefully and quietly hold, possess and enjoy the said flat and every part thereof along with the easements, rights, benefits and advantages hereby granted and conveyed to and receive and enjoy the rent issues benefits and profits thereof without any lawful suit eviction interruption disturbance claim or demand whatsoever or by the Vendor or any person or persons claiming under or in trust for the Vendor.
- C) AND THE OWNERS OF THE LAND/VENDORS as well as all or any person or persons deriving title under his or claiming through or in trust for him, shall from time to time and at all times hereafter upon every request and at the cost of the Purchaser and/or his heirs, executors, administrators, legal or personal representatives, assigns and/or any person or persons claiming through under or in trust for him do, or execute and perform all such further and other acts, deeds and things for further better or more perfectly assuring the said flat and every part thereof unto the Purchasers, his heirs, executors, administrators and/or assigns in the manner aforesaid.



D) The OWNERS OF THE LAND/VENDORS has not concealed or suppressed any material defects in the title AND FURTHER THAT the Developer and Vendors, his respective heirs, executors, administrators, legal or personal representatives will at all times hereafter indemnify and keep indemnified the Purchasers, his heirs, executors, legal representatives and/or assigns against any or all loss, damage, cost, consequences, prejudice, or otherwise if suffered by reason of any incomplete work in the said premises and any defect in the title of the Vendors or any breach of the covenants herein contained.

AND THIS INDENTURE FURTHER WITNESSES that the Purchasers doth hereby for himself and for his heirs, executors, administrators, legal or personal representative and/or any other person or persons claiming any right title or interest under or in trust for him covenant and undertake that :-

1. On and from the date of execution of this presents the Purchaser will mutate his names in the records of the MAHESHTALA MUNICIPALITY and/or any other Authority in respect of the said flat and pay all Municipal rates and taxes and Govt. rents, maintenance

charges and other outgoings as may be levied upon and/or imposed shall be paid and discharged by the Purchasers.

2. All provisions that may be required to be implemented by the Flat Owners Association as and when formed or otherwise that may be mutually agreed and covenanted by and between the Purchaser and the Owner/Occupiers of other flats/garage in the said building shall be truly and faithfully observed and performed.
3. The Purchasers will be entitled only to an undivided interest in the common areas and facilities as described in the SCHEDULE 'E' hereunder written appurtenant to the said flat.
4. The common areas and facilities, general or restricted as described in the SCHEDULE 'E' will remain undivided and the Purchaser will not and cannot bring any action for partition or division thereof.
5. The proportion of the undivided interest in the common areas and facilities shall not be separated from the said flat in any way whatsoever and further that the said common areas and facilities shall, for all practical purposes, remain as part and parcel of the said flat.
6. For effective and proper administration and for due maintenance and repair of the entire common areas and

facilities and/or relating to the building, the Purchaser will strictly abide by the provisions stipulated by the Association when formed or otherwise that may be mutually agreed upon by and between the Purchasers and Owners/Occupiers of other rooms/flats/garage in the said building and the Purchaser will pay the proportionate share of common expenses as may be levied, which are more fully described in the SCHEDULE 'C' hereunder written.

7. The Purchasers will pay to the Association and/or to the person as may be nominated by the Purchasers and/or Owners/occupiers of other flats/car parking spaces in the said building, from time to time his shares towards service charges and maintenance charges proportionately at the rates fixed and/or such enhanced rates that may be mutually fixed and also shall pay proportionately all rates and taxes and other levies that may be imposed by the State Government, Central Government or any local authorities on the entire Premises as mentioned in SCHEDULE 'A'.

IT IS FURTHER WITNESSES :-

1. That the Purchasers will have all the rights to sell, gift, transfer, let out, mortgage or part with

possession of the said flat as per their own discretion and choice without any obligation from the Vendor, the Developers/Confirming Parties and Owners of other flats/garage Owners Association of the said building.

2. That the Purchasers will not and cannot make any construction on the open space including the roof of the said building.
3. That the Purchasers will consume electricity for the said flat from separate meter and will pay the charges.
4. That the Purchasers will pay for the electricity charges and maintenance charges for common areas proportionate share to their flat as mentioned in the Schedule 'E' hereunder.
5. That the Purchasers will have the right with or without workmen and necessary material to enter from time to time upon other flats/garage and/or portions of the said building for the purpose of causing required repair or cleaning of the said flat which cannot be carried out without such entries and unless the same be of an emergent nature, the Purchaser will give 48 (forty eight) hours notice to the necessary owners of such flats/garage.
6. The Purchasers will make necessary arrangement to mutate his name in respect of the said flat in the

respective competent authorities and will pay rates and taxes thereof directly and the Purchasers will sign and execute all papers and documents and applications for the purpose of the registration of the association or society as and when require.

7. To control, management, protection, preservation and maintenance in proper condition and repair of the building including open and grounds, water supply, appurtenances, appliances, lights system of the said grounds and the sewerage system, sanitary convenience to be used in common by the Purchaser, will remain exclusively to the Association when formed.
8. Be it mentioned here that the above-named OWNERS OF THE LAND /VENDORS 1) SRI RABINDRA NATH MITRA, son of Late Baidya Nath Mitra, by Faith- Hindu, by Occupation- Retired Person, Nationality- Indian, 2) SRI JATINDRA NATH MITRA, son of Late Baidya Nath Mitra, by Faith- Hindu, by Occupation- Retired Person, Nationality- Indian both are residing at Village and Post Office- Shyampur, Police Station- Maheshtala, Kolkata- 700137, District- South 24-Parganas, 3) MANJU MITRA, wife of Late Sachindranath Mitra, by Faith- Hindu, by Occupation- Housewife, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata- 700059, 4) TUHIN MITRA, son of Late Sachindranath Mitra,

by Faith- Hindu, by Occupation-Service, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 5) ARCHITA MITRA, daughter of Late Sachindranath Mitra, by Faith- Hindu, by Occupation-Housewife, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 6) SMT. NAMITA BOSE, wife of Sri Debiprasad Bose, by Faith- Hindu, by Occupation- Housewife, Nationality- Indian, residing at Shyampur Sarkarpara, Post Office-Budge Budge, Police Station- Maheshtala, District- South 24 Pargnas, 7) MS. SABITA MITRA, Daughter of Late Baidya Nath Mitra, By Faith Hindu, By Occupation- Homemaker, residing at Village & Post Office- Shyampur, Police Station- Maheshtala, Kolkata-700137, 8) MRS. KABITA BOSE, Wife of Mrs. Mrinal Kanti Bose, By Faith Hindu, By Occupation- Housewife, residing at 22A, Hemchandra Street, Khidirpur, Kolkata - 700023, 9) MRS. ANITA BISWAS, Wife of Late Samar Biswas, By Faith Hindu, By Occupation-Housewife, residing at 5/1, Sibas Dutta 2nd by lane, Howrah-1, 10) MRS. AMITA GHOSH, Wife of Sri Sujay Ghosh, By Faith Hindu, By Occupation-Housewife, residing at 3/1, Beharilal Chakraborty Lane, Howrah-1, appointed their Constituted Attorney ,ROHIT NAHAR, son of Rabindra Singh Nahar, residing at 45/4A, Chakraberia Road, South, Kolkata-700025, Director of

**"ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED"**, a Private Limited company duly registered and incorporated under the meaning and provisions of the Companies Act, 2013 having its registered office at K.P.Mondal Road, Chandipur, Nodakhali, P.O. B/Chandipur, P.S. Nodakhali, District South 24 Parganas, to execute and register the Agreement for Sale and also Deed of Conveyance on behalf of the **LAND OWNERS/VENDORS** by a registered General Power of Attorney in the Office of the Additional District Sub-Registrar Office at Behala and registered in Book No.I, C.D. Volume No.29, Page from 3903 to 3927, Being No.09208 for the year 2014 & another one in the Office of the D.S.R.II, Alipore, South 24 Parganas and registered in Book No.IV, Volume No.1602-2018, Pages from 2387 to 2409, Being No.160200113 for the year 2018 .

**-:HOLDING ORGANISATION/ MAINTENANCE**

**COMPANY:-**

- 1 . Immediately after completion of all formalities the seller shall form a Syndicate management for the purpose of management of the said building and the common portions and/or rendition of the common services.
2. Until formation of such association or co-operative society or private limited company, the Seller shall manage and maintain the said building and the common parts thereof.

3. The Purchasers ALSO HERETO agrees that:
- a) The Purchasers shall pay regularly and punctually within 7th day of every month and month by month the common expenses at such rates as may be decided, determined and apportioned by the Seller to be payable from the date of possession to the Seller and upon formation and transfer of management of the building to the association or Co-operative society or Private Limited Company as the case may be such payments are required to be made without any abatement or demand.
  - b) The proportionate rate payable by the Purchasers for the common expenses shall be decided by the Seller from time to time and the Purchasers shall be liable to pay all such expenses wholly if it relates to the Purchasers' Flat only and proportionately for all other spaces and/or buildings as a whole. The statement of account of the apportionment of the charges as prepared by the Seller shall be conclusive and final. The Purchasers shall not be entitled to dispute or question the same. In the event of the transfer of the Management and administration of the said Company to the Association or Co-operative Society or Private Limited Company, in terms of these presents, the employees of the Sellers such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Association or Co-operative Society or Private Limited Company with continuity of service and on the



same terms & conditions of employment with the Sellers and the Purchasers shall not be entitled to raise any objection thereto and hereby consents to the same.

- c) After the formation of the Association or the Co-operative Society or the Private Limited Company, as the case may be, the Purchasers shall pay such amounts for the aforesaid purposes as may be demanded by the Seller.
- d) So long as each unit in the said Building at the said Premises shall not be separately mutated and measured, the Purchasers shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Purchasers/s from the date of possession, such proportion is to be determined by the Seller on the basis of the area of such unit in the said Building.

NOW THIS INDENTURE FURTHER WITNESSETH that the subsequent transferees shall remain bound by all the terms and conditions of this Deed.

SCHEDULE 'A'

(Description of the Land , Apartment  
and Parking along with  
boundaries in All Four Direction)

ALL THAT piece and parcel of Bastu Land measuring 23 Cottahs 09 Chittaks 40 Sqft more or less together with structure thereon along with additional undivided path ways under MOUZA - SHYAMPUR, L.R. Dag No.1148, 1149, 1144, R.S. Khatian No.101, L.R. Kri Khatian No.647, 1090, 1049, 1188 & 596 in Dag No. 920, 921 , 916, Touzi No. 357, J.L. No. 46, now within the limits of Maheshtala Municipality, Ward No.35, Holding No.F2/124/New, B.B.T. Road, Right Side Towards Kolkata, Police Station- Maheshtala, Kolkata- 700137, District- 24 Parganas (South), and butted and bounded by :-

ON THE NORTH : Pond and land of Kamal Dutta & others.

ON THE SOUTH : R.S. DAG No. 922, 923, 926.

ON THE EAST : Pond of Gobinda Chatterjee.

ON THE WEST : Common Passage.

ALL THAT the Flat No.\_\_\_\_\_ on the \_\_\_\_\_ floor of the said building consisting of \_\_\_\_\_ Bed Rooms, \_\_\_\_\_ Living-cum-Dining, One Kitchen, \_\_\_\_\_ Toilet, \_\_\_\_\_ Balcony etc. now in course of construction on the said Premises (more fully and particularly described above hereinabove written) now in course of construction on the said Premises containing by admeasurements \_\_\_\_\_ sq.mtr. of Carpet area and balcony area of \_\_\_\_\_ sq.mtr. TOGETHER WITH the undivided share in the common parts, portions, areas, facilities & amenities which works out to be \_\_\_\_\_ Sq.ft. Super Built-up area and also TOGETHER WITH THE proportionate undivided impartible variable share in the land at the said premises.

ALL THAT partly G+3 storied building and others constructed on the land which is more fully described in the SCHEDULE hereinabove namely "SHYAMBHOOMI" consisting of several self-contained flats, car parking spaces and other spaces in accordance with the building plan duly sanctioned by the Maheshtala Municipality, vide plan permit no. 555/14-15 (Revised) dated 10/01/17, Ward No.35, being within the limits of Maheshtala Municipality ,Police Station- MAHESHTALA, District- South 24 Parganas.

SCHEDULE 'B'

(Floor Plan of the Apartment)

**SCHEDULE 'C'**  
**(MAINTENANCE/ COMMON EXPENSES WHICH WILL BE**  
**CONTRIBUTED PROPORTIONATELY)**

1. All proportionate costs of maintenance, operations repairs, replacement services and white washing, painting rebuilding, reconstructing, decorating redecorating of all other common areas/ parts its fixtures fittings electrical wiring and equipment in under or upon the building enjoyment or used common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to pay person employed for common purposes including security, electrician, maintenance, plumber, administration, of the building, accountant, clerks, gardeners, sweepers, liftmen etc.
3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob violence, civil commotion etc.

4. Expenses for supplies of common utilities electricity water charges etc. payable to any concerned authorities and/or organization and payment of all other incidental thereto.
5. Municipal and other rates and taxes and levies and all other outgoings save those which would be separately assessed and/or incurred in respect of any unit or portion or land.
6. Costs and establishment and operational charges of the Sellers of the Association of the Co-operative Society or Private Limited Company relating to common expenses.
7. All such other expenses and outgoings as are deemed by the Sellers and/or the Association or Co-operative Society or Private Limited Company to be necessary for or incidental thereto.
8. Electricity expenses for lighting all the common parts outer walls of the building, parking space and for operation of all the common areas.
9. Operational cost of the Cable Connection, Intercom, EPABX, close circuit TV.
10. Operational cost, maintenance, replacement of the lift.
11. Capital expenses cost for charge or replacement of any equipment.
12. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.

13. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
14. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
15. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
16. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
17. Cleaning as necessary of the areas forming parts of the property.
18. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Seller may think fit.

19. Providing and arranging for the emptying receptacles for rubbish.
20. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/occupiers of any flat/unit.
21. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any Purchasers of any flat/unit.
22. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
23. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
24. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to

the building excepting those which are the responsibility of the occupier of any flat/unit.

25. The Purchase maintenance renewal and insurance of equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
26. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
27. The provision of maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organisation it is reasonable to provide.

#### SCHEDULE 'D'

#### (MATERIALS/SPECIFICATIONS)

1. Structure : R.C.C. framed structure.
2. Doors : Quality wooden frames and solid core flush/panel shutters.
3. Windows : Aluminum windows.
4. Living/Dining : (a) Flooring: Vitrified tiles, (b) Electrical: Concealed copper wiring with latest switches, Provision for telephone, television and intercom.



5. **Bedrooms** : (a) Flooring: Vitrified tiles. (b) Electricals: Concealed copper wiring with latest switches. Provision for telephone and A. C. points in master bedroom.
6. **Kitchen** : (a) Flooring: Ceramic tiles. (b) Electricals: Concealed copper wiring with latest switches. Provision for adequate plug points for appliances. (c) Counter: Granite slab with stainless steel sink. (d) Wall tiles: Ceramic tiles up to 2'-6" height above cooking platform.
7. **Toilets** : (a) Flooring: Anti-skid Ceramic tiles. (b) Electricals: Concealed copper wiring with latest switches. Provision for adequate light and geyser point. (c) Wall Tiles: Wall dados in ceramic tiles upto door height. (d) Sanitary Ware: Quality chromium plated fittings, White Porcelain ware.
8. **Lifts** : Lift for common use of standard make.
9. **Exterior** : Durable outer finish.
10. **Interior** : Durable POP finish.

### **SCHEDULE 'E'**

(SPECIFICATIONS, AMENITIES AND FACILITIES OF PROJECT)

### **COST, EXPENSES, ADVANCES & DEPOSITS**

Particulars of costs, deposits and/or advances (free of interest) to be paid to and/or kept with the Promoter/Developers before taking delivery of possession of the said Unit.

- (a) For Proportionate share of the Service Charges for HT/LT electric connection to be paid to CESC Ltd. or any other authorities for the power connection as per their demand, to entirety of the building including cost of installation of transformer and other equipment
- (b) Deposits and charges for obtaining separate meter for the said Flat/Unit directly from CESC.
- (c) Any other taxes and duties, if any, will be borne by the Purchasers extra as would be applicable at actual.

#### PARTICULARS OF THE COMMON AREAS

1. The foundation columns beams supports corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the premises including outer side of the walls of the building and main gates.
7. Water pump and motor with installation and room therefore.

8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories and room.
12. Lift and stair for common use.
13. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the units as are necessary.
14. Common egress and ingress to the flat and to the other common parts of the said building.

IN WITNESSES WHEREOF, the VENDORS, PURCHASERS and the DEVELOPER/PROMOTER above-named hereunto put their respective hands and seal the day, month and year first above written.

SIGNED SEALED AND DELIVERED

at Shyampur IN PRESENCE OF :

1.

=====

SIGNATURE OF THE LAND OWNERS/ VENDORS

SIGNED SEALED AND DELIVERED

AT Shyampur IN PRESENCE OF :

1.

=====

SIGNATURE OF THE PURCHASERS

SIGNED SEALED AND DELIVERED

AT Shyampur IN PRESENCE OF :

1.

=====

SIGNATURE OF THE DEVELOPER /  
PROMOTER / CONFIRMING PARTY

MEMO OF CONSIDERATION

Received with thanks from the above named Purchasers the  
within mentioned sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_) only being the  
total consideration money in full paid in the manner stated hereunder

:-

1) Paid by Chq. No. \_\_\_\_\_ dated \_\_\_\_\_  
drawn on \_\_\_\_\_ BANK.

Rs.

2) Paid by Chq. No. \_\_\_\_\_ dated \_\_\_\_\_  
drawn on \_\_\_\_\_ BANK.

Rs.

=====

Rs.

=====

WITNESSES :-

1.

2.

S

=====

SIGNATURE OF THE DEVELOPER /  
PROMOTER / CONFIRMING PATY.

DRAFTED AND PREPARED BY ME:-

*SATADRU ADAK*

- *ADVOCATE*

Alipore Judges' Court,

Kolkata-700027.

Computer typed by me :-