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**THIS DEED OF CONVEYANCE** is made on this \_\_\_\_\_ day of  
**DECEMBER, 2021 BETWEEN**

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- a. **Mr. Zahid Hossain**, having PAN: **ABJPH3916Q**, son of Abdul Aziz, by occupation: Business
  
- a. **Mrs. Parveen Begum**, having PAN: **AITPB8057H**, wife of Zahid Hossain, by occupation: Housewife

Both are formerly residents of 84/5, Narkeldanga North Road, P.S: Narkeldanga, Kolkata: 700136, District: North 24 Parganas, both are by faith- Islam, by Nationality - Indian hereinafter jointly called and referred to as the **VENDORS** (which term or expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators, of the last surviving partner and his/her/their assigns) of the **FIRST PART**.

The Vendors (both of them) herein by virtue of a Development Power of Attorney, duly registered on 06/11/2015 before the D.S.R. - II, North 24 Parganas at Barasat and recorded in Book No. I, Volume Number: 1502-2015, Page from 41250 to 41283, being No. 150203201 for the year 2015, all are represented by their Constituted Attorney **Sri Nilesh Rohra**, alias **Nilesh Kumar Rohra** having **PAN ARUPR3837P**, son of Sri Ashok Kumar Rohra, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 73, Bangur Avenue, Block C, P.S. - Lake Town, Kolkata - 700055, District - North 24 Parganas.

**AND**

**MESSRS Uma Builders**, a Proprietorship firm, having its office at Kharibaria, Kamdhuni, Rajarhat, West Bengal: 700135, District - North 24 Parganas, represented by its Sole Proprietor Sri Nilesh Rohra, alias Nilesh Kumar Rohra, having PAN ARUPR3837P, son of Sri Ashok Kumar Rohra, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 73, Bangur Avenue, Block C, P.S. - Lake Town, Kolkata - 700055, District - North 24 Parganas, hereinafter called and referred to as the "DEVELOPER" (which

expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-office, executors, legal representatives and assigns) of the **SECOND PART.**

**AND**

**Kuntal Mukherjee** ,(PAN **xxxxxx**), S/O Mainak Mukherjee, by faith- Hindu, by occupation- Retired, by nationality- Indian, and residing at Vill: Bardhaman , Via: Rampur, P.O: Mumbai, P.S: Vijaywada, District: Stanford City, hereinafter called and referred to as the “ **PURCHASER/S** ” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, administrators, legal representatives and/or assigns) of the **THIRD PART**

WHEREAS one **Nibaran Chandra Maji, Gour Chandra Maji** and **Netai Chandra Maji**, were jointly seized and possessed of ALL THAT piece and parcel of land measuring an area of **4.63 Acres**, be the same a little more or less, comprising in Sabek Dag Nos. 225, 226, 227, 228 and 229, under Sabek Khatian No. 105, lying and situated at **MOUZA: DASADRONE**, J.L No. 4, Re.Su. No. 150, Touzi No. 2998, within the local limits of - Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation, Police Station: Airport, A.D.S.R.O: Bidhannagar (Salt Lake City), Pargana - Kalikata, District: North 24 Parganas under the, Zaminder Khetra Gopal Roy and Gopi Jiban Roy and absolutely seized and possessed the same.

**AND WHEREAS** said Zaminders Khetra Gopal Roy and

Gopi Jiban Roy filed a Suit before the Ld. 1st Munsif Court at Sealdah against the said Proja **Nibaran Chandra Maji** and others, for recovery of arrears of rent, being .Rent Suit No. 391/1930 and accordingly the Ld. Court pleased to pass a decree in favour of Zaminders vide Rent Decree Execution No. 948/1933 and therefore the said entire land measuring an area of **4.63 Acres**, more or less, purchased by one **Sri Surendra Nath Roy**, by an auction Sale dated 08/01/1934 in pursuance of said Order passed by the Ld. Court.

AND WHEREAS after purchasing the aforesaid land measuring an area of **4.63 Acres**, said **Surendra Nath Roy**, became the sole and absolute owner of the said land and mutated his name in the R.S. R.O.R. vide **R.S. Khatian No. 187** and thereafter his name also recorded in the then **Krishi Khatian No. 470** and since then he absolutely seized and possessed of ALL THAT piece and parcel of land measuring an area of **4.63 Acres**, be the same a little more or less, comprising in Sabek Dag Nos. 225, 226, 227, 228 and 229, corresponding to R.S. Dag Nos. 88, 89, 90, 91 and 109, under Sabek Khatian No: 105, corresponding to R.S. Khatian No. 187, corresponding : to Kri Khatian No. 470, lying and situated at **MOUZA: DASADRONE**, J.L. No. 4, Re. Su. No. 150, Touzi No. 2998, within the local limits of - Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, peacefully free from all encumbrances.

AND WHEREAS while being in peaceful possession over the aforesaid property, said Surendra Nath Roy, died intestate leaving behind his wife **Smt. Nirmala Roy**, only son **Sri Prodip Kumar Roy** and two daughters namely **Smt. Reba Maity** and **Smt. Rekha Mondal**, as his only legal heirs and successors, who

jointly inherited the aforesaid property, according to Hindu Succession Act and jointly seized and possessed the same.

AND WHEREAS, while being in joint peaceful possession over the aforesaid property, said **Smt. Nirmala Roy, Sri Prodip Kumar Roy, Smt. Reba Maity and Smt. Rekha Mondal**, jointly sold, transferred and conveyed the same, i.e. ALL THAT piece and parcel of land measuring an area of **4.63 Acres (1.75 Acres + 1.57 Acres + 1.31 Acres)**, be the same a little more or less, comprising in Sabek Dag Nos. 225, 226, 227, 228 and 229, corresponding to R.S. Dag Nos. 88, 89, 90, 91 and 109, under Sabek Khatian No. 105, corresponding to R.S. Khatian No. 187, corresponding to Kri. Khatian No. 470, lying and situated at **MOUZA - DASADRONE**, J.L No. 4, Re. Su. No. 150, Touzi No: 2998, within the local limits of Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation, Police Station: Airport, A.D.S.R.O: Bidhannagar (Salt Lake City), Pargana: Kalikata, District: North-24 Parganas, in three separate Sale Deed, being . Nos. **4313, 4312 and 8621 for the year 1989**, duly registered before the .A.D.S.R.O. Bidhannagar (Salt Lake City) in favour of three persons namely **Sri Tarak Nath Maji (1.75 Acres), Biswanath Maji (1.57 Acres)** and **Sri Sambhu Nath Maji (1.31 Acres)** and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Sri Tarak Nath Maji**, sold, transferred and conveyed his respective property, i.e. ALL THAT piece and parcel of land measuring an area of **1.75 Acres**, be the same a little more or less, comprising in Sabek Dag Nos. 226 and 227 corresponding to R.S. Dag Nos. 89 and 90, under Sabek Khatian No. 105, corresponding to R.S. Khatian No. 187,

corresponding to Kri. Khatian No. 470, lying and situated at MOUZA - DASADRONE, J.L No. 4, Re. Su. No. 150, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation, Police Station- Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favor of **M/s. Banga Lakshmi Abasan Parsad**, having its registered office at 617, Jessore Road, Kolkata - 700074, by virtue of two separate Sale Deeds, being Nos. **4317** for the year 1989 and **1559** for the year 1990, duly registered before the A.D.S.R.O Bidhannagar (Salt lake City) and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Sri Biswanath Maji**, sold, transferred and conveyed a portion out of his respective property, i.e. ALL THA'(piece and parcel of land measuring an area of **(1.05 + 0.3550) Acres = 1.405 Acres**, be the same a little more or less, out of 1.57 Acres, comprising in Sabek Dag No. 225, corresponding to R.S. Dag No. 88, under Sabek Khatian No. 105, corresponding to R.S. Khatian No. 187, corresponding to Kri. Khatian No. 470, lying and situated at **MOUZA - DASADRONE**, J.L No. 4, Re. Su. No. 150, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favor of **M/s Banga Lakshmi Abasan Parsad**, having its registered office at 617, Jessore Road, Kolkata - 700074, by virtue of two separate Sale Deeds, being Nos. **4316 for the year 1989 and 3351 for the year 1990**, duly registered before the A.D.S.R.O. Bidhannagar (Salt Lake City) and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said Sri Sambhu Nath Maji, sold, transferred and conveyed a portion out of his respective property, i.e. **ALL THAT** piece and parcel of land measuring an area of **87 Decimals**, be the same a little more or less, out of 1.31 Acres, comprising in Sabek Dag Nos. 228 and 229, corresponding to R.S. Dag Nos: 91 and 109, under Sabek Khatian No. 105, corresponding to R.S. Khatian No. 187, corresponding to Kri. Khatian No. 470, lying and situated at **MOUZA - DASADRONE**, J.L No. 4, Re. Su. No. 150, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation, Police Station: Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favor of **M/s. Banga Lakshmi Abasan Parsad**, having its registered office at 617, Jessore Road, Kolkata - 700074, by virtue of a Sale Deed, being No. **8620 for the year 1989**, duly registered before the A.D.S.R.O. Bidhannagar (Salt Lake City) and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the remaining property, said Sri Sambhu Nath Maji, further sold, transferred and conveyed a portion out of his respective property, i.e. **ALL THAT** piece and parcel of land measuring an area or 40.70 Decimals, be the same a little more or less, out of 1.31 Acres, comprising in R.S. Dag No. 109, under R.S. Khatian No. 187, corresponding to Kri. Khatian No. 470, lying and situated at **MOUZA - DASADRONE**, J.L No. 4, Re. Su. No. 150, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation ; Police Station - Airport, A.D.S.R.O: Bidhannagar (Salt Lake City). Pargana - Kalikata, District: North 24 Parganas, in favour of

**M/s Banga Lakshmi Abasan Parsad**, having its registered office at 617, Jessore Road, Kolkata: 700074, by virtue of a Sale Deed, being No. **7794 for the year 1991**, duly registered before the A.D.S.R.O. Bidhannagar (Salt Lake City) and delivered the peaceful possession over the same.

AND WHEREAS by virtue of the aforesaid purchase, through several deeds, the aforesaid **M/s Banga Lakshmi Abasan Parsad**, having its registered office at 617, Jessore Road, Kolkata - 700074, while being in peaceful possession over the aforesaid property, they prepared a Master Plan by dividing the entire land into several small plots of land by showing 20', 14' and 12' wide Roads for egressing and ingressing the said plots.

AND WHEREAS by virtue of a registered Deed of Agreement, being No. **9098** duly registered on 15/12/1989 before the A.D.S.R.O. Bidhannagar (Salt Lake City), it was agreed that the said 20' wide Road has made its way of Rajarhat Bishnupur Road, by adding another 20' wide Road, briefly mentioned in the said Master Plan of **Mahindra Kanan**, lying on the eastern side of the entire plots of land. The said 20' wide Mahindra Kanan's Road shall be considered at the **Approached Road** and for the said **M/s. Banga Lakshmi Abasan Parsad**.



AND WHEREAS while being in peaceful possession over the, aforesaid property, said **M/s. Banga Lakshmi Abasan Parsad**, having its registered office at 617, Jessore Road, Kolkata - 700074, represented by **Sri Tapas Kumar Panti, Motiar Rahaman Mondal and Sri Mrinal Banerjee** sold, transferred and conveyed a plot i.e. ALL THAT piece and parcel of land measuring an area of **02 (Two) Cottahs 09 (Nine) Chittacks 27 (Twenty Seven) Sq.ft.** be the same a little more or less, being Scheme Plot No. 85, comprising in RS. Dag No: 90, under RS. Khatian No. 187, corresponding to Kri. Khatian No. 470, lying and situated at **MOUZA - DASADRONE**, J.L No. 4, Re. Su. No. 150, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation, Police Station - Airport, A.D.S.R.O: Bidhannagar (Salt Lake City), Pargana - Kalikata, District: North 24 Parganas, in favour of **Sri Kusholesh Roy Chowdhury and Sri Karunesh Roy Chowdhury**, by virtue of a Sale Deed, duly registered on 22/02/1993 before the A.D.S.R.O: Bidhannagar (Salt Lake City) and recorded in Book No. I, Volume No. 27, pages from 63 to 74, being No. **1245 for the year 1993** and delivered the peaceful possession over the same.

AND WHEREAS said **M/s. Banga Lakshmi Abasan Parsad**, having its registered office at 617, Jessore Road, Kolkata - 700074, represented by **Sri Tapas Kumar Panti, Motiar Rahaman Mondal and Sri Mrinal Banerjee**, also sold, transferred and conveyed another plot, i.e. ALL THAT piece and parcel of land measuring an area of **03 (Three) Cottahs 03 (Three) Chittacks 32 (Thfrty Two) Sq.ft.** be the same a little more or less, being **Scheme Plot No. 84**, comprising in **R.S. Dag No: 90**, under R.S. Khatian No. 187, corresponding to Kri. Khatian No. 470, lying and situated at **MOUZA: DASADRONE**, J.l.:No. 4, Re. Su. N o. 150, Touzi

No. 2998, within .. the local limits of Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation , Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of **Sri Shankar Basak**, by virtue of another Sale Deed, duly registered on 03/07/1992 before the A.D.S.R.O. Bidhannagar (Salt Lake City) and recorded in Book No. I, Volume No. 148, pages from 99 to 110, being No. **6726 for the year 1992** and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over their purchased property said **Sri Kusholesh Roy Chowdhury and Sri Karunesh Roy Chowdhury**, jointly sold, transferred and conveyed the same, i.e. ALL THAT piece and parcel of land measuring an area of **02 (Two) Cottahs 09 (Nine) Chittacks 27 (Twenty Seven) Sq.ft.** be the same a little more or less, being **Scheme Plot No. 85**, comprising in **R.S. Dag No. 90**, under R.S. Khatian No. 187, corresponding to Kri. Khatian No. 470, lying and situated at **MOUZA: DASADRONE**, J.L No. 4, Re. Su. No. 150, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation, Police Station :Airport, A.D.S.R.O: Bidhannagar (Salt Lake City), Pargana: Kalikata, District - North 24 Parganas, in favour of the **OWNERS** herein, by virtue of a Sale Deed, duly executed on 24/03/1999 and registered on 22/04/1999 before the A.D.S.R.O. Bidhannagar (Salt Lake City) and recorded in Book No. I, Volume No. 23, Pages from 55 to 64, being No. **1135 for the year 1999** and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over his

purchased property, said **Sri Shankar Basak**, also sold, transferred and conveyed the same, i.e. ALL THAT piece and parcel of land measuring an ;area of **03 (Three) Cottahs 03 (Three) Chittacks 32 (Thirty Two) Sq.ft.** be the same a little more or less, being **Scheme Plot No. 84**, comprising in R.S. Dag No. 90, under R.S. Khatian No. 187, corresponding to Kri. Khatian No. 470, lying and situated at **Mouza: DASADRONE**, J.L No. 4, Re. Su. No. 150, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation, Police Station - Airport, A.D.S.R.O:Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of the OWNERS herein, by virtue of a Sale Deed, duly executed on 06/08/1999 and registered on 10/08/1999 before the A.D.S.R.O. Bidhannagar (Salt Lake City) and recorded in Book No.I, being No. **3151 for the year 1999** and delivered the peaceful possession over the same.

AND WHEREAS by virtue of aforesaid two separate Sale Deed, the **OWNERS** herein, became the joint absolute owners of ALL THAT piece and parcel of land measuring an area of 05 (Five) Cottahs 13 (Thirteen) Chittacks 14 (Fourteen) Sq.ft equivalent to 09 Decimals, be the same a little more or less, being **Scheme Plot Nos. 84 and 85**, comprising in R.S. Dag No. 90, under R.S. Khatian No. 187, corresponding to Kri. Khatian No: 470, lying and situated at **MOUZA - DASADRONE**, J.L No. 4, Re. Su. No. 150, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation, Police Station - Airport, A.D .S.R.O: Bidhannagar (Salt Lake · City), Pargana: Kalikata, District: North 24 Parganas, morefully and particularly described in First Schedule hereunder written and mutated their names in the present **L.R. R.O.R. vide L.R. Khatian Nos. 981 and 982** respectively under **L.R. Dag No.**

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**90** and also in the records of - Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation and constructed dwelling house and since then the owners have every right, title and interest over the said property free from all encumbrances, liens, charges and mortgages whatsoever.

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AND WHEREAS the Confirming Party being the Developer got sanction of a building plan from the Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation, vide Building Plan sanction No. **BMC/BPN/RG/3A2/255/16-17** , dated 24/06/2019 for commercial exploitation of the property morefully and particularly described in the First schedule hereunder written by constructing several units of residential flats and commercial Space and car parking space thereupon.

AND WHEREAS in pursuance of the said agreement dated 28.10.2015 and the said Power of Attorney, the developer has been constructing a G +3 storeyed building consisting of several flats, Commercial Space & Car parking Space in accordance with the building plan sanctioned by the Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation.

AND WHEREAS The Purchasers have duly satisfied itself in all respect and prior to the execution of these presents the Developer has explained the scheme of the project to the purchaser and the purchaser have duly examined plan, layout, orientation and the scheme of the aforesaid Project and the purchasers have accordingly satisfied himself as to the quality of construction, materials used dimensions, size, floor plan amenities and facilities and all other aspects of the said flat, the block and / or the project. The Deeds and all other relevant documents where under the Vendors above named have acquired right, title & interest in the lands and the details of the aforesaid land to comprise of the Project Aashiyana Apartment has been duly inspected by the purchasers and satisfied for the same.

AND WHEREAS in terms of the agreement dated \_\_\_\_\_ made between the Vendors as the owners and the confirming party as the Developer and the Purchaser herein, the Vendors and the Developer have agreed to sell and transfer unto the Purchaser herein ALL THAT a self contained residential flat, identified by Flat No. ' \_\_\_\_\_ ', in Block- \_\_\_\_\_, measuring more or less \_\_\_\_\_ Sq.ft. super built up area, (including 25% Super built-up area), located at \_\_\_\_\_ FLOOR of the premises namely "**Aashiyana Apartment**" TOGETHERWITH undivided impartible

proportionate share of land, lying and situated at **MOUZA - DASADRONE**, J.L No: 4, Re. Su. No: 150, Touzi No. 2998, within the local limits of -Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation, Police Station - Airport, shown in the annexed site plan by RED bordered boundary line TOGETHERWITH right to common use of common areas and facilities attached to the said building, morefully and particularly described in the THIRD SCHEDULE hereinbelow, subject to make payment of proportionate expenses for maintenance of common areas and facilities, morefully and particularly described in the FOURTH SCHEDULE hereinbelow for a total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only and the Purchaser herein have agreed to purchase the same at the above price under following terms and conditions.

- :: NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

In pursuance of the said agreement and at the total consideration of sum of Rs. \_\_\_\_\_ - (Rupees \_\_\_\_\_) only paid by the Purchasers to confirming party / Developer in manner stated in the memo of consideration appended below (the receipt whereof the Developer do hereby receipt hereunder written admit and acknowledge and from the same and every part thereof) the Vendors and the Developer doth hereby acquit, release and forever discharge the said proportionate undivided share of interest in the said land and also the flat, identified by Flat No. ' \_\_\_\_\_ ', in Block- \_\_\_\_\_ measuring more or less \_\_\_\_\_ Sq.ft. area (including 25 % Super built up area), located at \_\_\_\_\_ FLOOR of the premises namely "**Aashiyana Apartment**" to the Purchaser. They the Vendors and the Developer do and each of them doth hereby sale, grant, transfer, convey, assign, and assure unto the Purchaser ALL THAT proportionate undivided share of interest of ALL THAT piece and parcel of land containing area of measuring more or less 09 Decimals equivalent to of 05 (Five) Cottahs 13 (Thirteen) Chittacks 14 (Fourteen) Sq.ft be the same a little more or less as well as the said flat, identified by Flat No. ' \_\_\_\_\_ ', in Block – \_\_\_\_\_, measuring more or less \_\_\_\_\_ Sq.ft. super built up area (including 25% Super built up area), located at \_\_\_\_\_ FLOOR of the premises namely "**Aashiyana Apartment**", and morefully particularly described in the SECOND SCHEDULE hereunder written and delineated in the map or plan hereto annexed and thereon bordered in RED

(hereinafter referred to as the said proportionate undivided share in the said land and the said flat) OR HOWSOEVER OTHERWISE the said proportionate undivided share in the said land and said flat now are or is or at any time to times heretofore were or was situated, butted and bounded, called, known, numbered, described and distinguished TOGETHERWITH all boundary walls, areas, sewers, drains, paths, passages, water, water-sources and all manner of ancient and other lights, liberties, rights, easements, privileges, advantages, emolument, appendages and appurtenances, whatsoever standing and being into or upon or belonging thereon or any part thereof with which the same now are/or is or at any time or times heretofore were or was held, used, occupied, enjoyed, accepted, reputed, deemed taken or known as part parcel or member thereof or appurtenant thereto AND ALL THE REVERSION OR REVERSIONS, REMAINDER OR REMAINDERS AND THE RENTS issues and profits thereof and every part thereof and all the estate, right, title, interest, claim use inheritance trust possession property or demand whatsoever of the Vendors and the Developer doth at law or in equity into and upon the said undivided proportionate share in the said land and the said flat TOGETHERWITH their and every of their respective rights liberties and appurtenances whatsoever unto the Purchaser free from all encumbrances trust and lispendens attachments, whatsoever AND TOGETHERWITH easements or quasi easement and other stipulations and provision in connection with the beneficial use and enjoyment of the said proportionate undivided share in the said land and the said flat TO HAVE AND TO HOLD the said proportionate undivided share in the said land the said flat and all other rights, hereby granted, sold, conveyed, transferred, assigned and assured and every part hereof absolutely and forever.

THE VENDORS AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS

(a) That notwithstanding any act deed or thing whatsoever heretofore done committed or knowingly suffered by the Vendors and the Developer to the contrary the Vendors and the Developer are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an

estate equivalent or analogous thereto and free from all encumbrances whatsoever.

(b) That the Vendors and the Developer have good rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said proportionate undivided share in the said land and the said flat and every part thereof unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these present.

(c) That it shall be lawful for the Purchasers at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said flat and receive the rents issues and profits thereof without any lawful eviction, interruption hindrance, disturbance, claim or demand, whatsoever from or by the Vendors and the Developer or any person or persons having or lawfully or the Developer or any person or persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said proportionate undivided share in the said land, and the said flat from under through or in trust for the Vendors and the Developer and free clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendors and the Developer well and sufficiently saved defended kept harmless and indemnified or from the against all charge lispendens and encumbrances, whatsoever made done executed or knowingly suffered by the Vendors and the Developer.

(d) That the Vendors and the Developer all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said proportionate share in the said flat from through under or in trust for the Vendors and the Developer shall and will from time to time and all times hereafter at the request and cost of the Purchasers do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

THE PURCHASERS DOT H EREBY COVENANT WITH THE



VENDORS AND THE DEVELOPER AS FOLLOWS :

- (a) That the Purchasers shall maintain at their own cost the units hereby sold and conveyed in good condition.
- (b) The Purchasers shall keep the walls of the said flat and partition walls, sewers, drains, pipe and other fittings and fixture appurtenances thereto belonging in good tenable repair and conditions in particularly so as to support, shelter and project and parapets and other portion of the building besides the said unit.
- (c) That the Purchasers shall not use the said flat for any purpose other than for residential purpose and shall not store or allow to be stored any inflammable goods other than domestic use.
- (d) That the Purchasers shall not at any time demolish or cause to be demolished, damage or cause to be damaged the unit or any part thereof which will weaken the main structure of the building or do any such thing without approval of Vendors Architect and Engineers.
- (e) Upon the formation and registration of the said Society/Association the respective obligations and convenience of the Vendors, the Purchasers and all other person and persons owning other units in the said building herein contained shall cease and shall vest in the Society/Association.
- (f) The Purchasers, their servants and agents shall not in any way obstruct or cause to be obstructed the common passages, landings, staircase of the said property not store therein any rubbish or other materials.
- (g) From the date of delivery of possession of the said premises and/or unit, the Purchasers shall pay the proportionate cost of yearly maintenance charges for service and maintenance of common parts, common easements, etc. as mentioned in the Fourth Schedule hereto.
- (h) So long as the said premises shall not be separately assessed for Municipal Taxes, the Purchasers shall pay the proportionate share of the Municipal Taxes, rates (both owner and occupier) Surcharge if any assessed on the said property and the building thereon applicable from

the date of execution of Deed of Conveyance.

(i) The Purchasers shall be allowed to install or affix any name plate, signboard in the place specified for the purpose in the said building.

(j) That the Purchasers shall have to pay the Yearly maintenance charges of the lift whether they uses the lift or not.

(k) That the Purchasers shall have absolute right to sell, mortgage, gift, lease or any kind of transfer the said flat hereby sold, conveyed, granted, transferred including the super built-up area.

(l) That the Purchasers shall not throw or accumulate dirt, rubbish, rags or other refuses or permit the same to be thrown or allow the same to be accumulated in their flat or in the compound or any portion of the said building.

(m) That the Purchasers shall have the common right of use and enjoyment of the roof of the top floor of the building and the Purchaser, their heirs, executors, administrators, representatives, assigns shall not claim any right for further construction on the roof for any purpose.

(n) That the Purchasers hereby undertakes that he will perform, fulfil and abide by all the terms and conditions, covenants, obligations as mentioned in FOURTH and FIFTH Schedule hereinafter written and this sale is subject to the aforesaid terms, conditions and covenants, obligations and rules.

(o) The right of the Purchasers shall remain restricted to the said flat and the properties appurtenant thereto and shall not have any right whatsoever or howsoever into or upon the other parts of the building.

(p) The Vendors and the Developer will support any application made by the Purchasers for mutation of the name of the Purchasers on the said flat hereby sold and will at the cost of the person requiring the same to do all that may be required to do for obtaining mutation in favour of the Purchasers.

**FIRST SCHEDULE ABOVE REFERRED TO:**

(Total area of land to be developed)

All that piece and parcel of Bastu land measuring an area of **05 (Five) Cottahs, 13 (Thirteen) Chittacks, 14 (Fourteen) Sqft**, be the same a little more or less, along-with proposed multi-storied building which is at present under construction, being Scheme Plot Nos. **84 and 85**, comprising in **R.S & L.R dag No. 90** under R.S. Khatian Nos. **187** corresponding to Kri. Khatian No. 470 Present **L.R. Khatian Nos. 981 and 982** lying at situated in **Mouza – Dasadrone**, J.L. No. 4, Re.Su. No. 150, Touzi No. 2998, within the jurisdiction of Rajarhat-Gopalpur municipality now Bidhannagar Municipal Corporation, P.S: Airport now Baguiati, A.D.S.R.O: Bidhannagar (Salt Lake City), Pargana: Kalikata, District: North 24 Parganas, which is butted and bounded by :

ON THE NORTH : 14' Wide Road

ON THE SOUTH : Dag Nos. 410 & 92

ON THE EAST: 12' wide Common Passage & Scheme Plot No 85/A.

ON THE WEST: Scheme Plot No. 83.

**SECOND SCHEDULE ABOVE REFERRED TO**

(Description of the flat hereby sold)

ALL THAT right, title and interest in respect of a self-contained residential flat, identified by Flat No. '\_\_\_\_\_', in Block – \_\_\_\_\_, measuring more or less \_\_\_\_\_ Sq.ft. Super built up area (including 25% Super built up area), located at \_\_\_\_\_ FLOOR of the premises, consisting of **XXXX** Bed rooms, 1 Dining-cum-Living, 1 Kitchen, 2 Toilets, 1 Veranda of the premises namely "**Aashiyana Apartment**" TOGETHERWITH undivided impartible proportionate share of interest in the land comprised in the said property, under Rajarhat-Gopalpur

municipality now Bidhannagar Municipal Corporation under Ward No. \_\_\_\_\_05\_\_\_\_\_, P.S. Airport, District . North 24 Parganas, TOGETHERWITH common areas, facilities, amenities of the demised premises, shown in the annexed site plan by RED bordered boundary line, morefully and particularly described in the FIRST SCHEDULE hereinabove is hereby sold. The property hereby sold is butted and bounded as under:

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THIRD SCHEDULE ABOVE REFERRED TO

(common use of common areas and facilities)

Part-1. (Block common portion)

- (a) Lobbies and stair case.
- (b) Stair Head Room, Lift, Machine Room, Lift well.
- (c) The ultimate roof of the building areas as marked in the plan annexed hereto.
- (d) Overhead water reservoirs.
- (e) Water pipe (save those inside any apartment).
- (f) Wiring and accessories for lighting of common areas in the block.
- (g) Lift and lift machinery.

Part-2.

- (1) Boring
- (2) Open pathways.
- (3) Boundary walls.
- (4) All gates to the premises.
- (5) Drains sewers, septic tank/s and their connection with the KMC.
- (6) Electric transformer/s.
- (7) Electric cables.
- (8) Underground water reservoir.

- (9) All external lighting.
- (10) Diesel Generating set/s.
- (11) Pumps and motors.
- (12) Security room.
- (13) All other reasonable and lawful rights and facilities attached with the said building or the flat and or the premises.

#### FOURTH SCHEDULE ABOVE REFERRED TO

(Cost of maintenance of common service or facilities)

1. Cost of maintenance, repairing, redecorating. Etc. of the main structure and in particular the gutters fresh and rain water pipe drains, sewerage and water storage tanks and electric wires, motors generators and other applications and passages in or under or upon the building and enjoyed or used by the purchasers in common with the other occupiers of flats and main entrance passage landing staircase of the building enjoyed by the purchasers or used by them in common as aforesaid and boundary walls of the building, compound, terraces etc.
2. Cost of cleaning and lighting the passage, landing, staircase life and other parts of the building as enjoyed or used by the purchasers in common as aforesaid.
3. Cost of maintenance and decorating the exteriors of the building.
4. Cost of working and maintenance of light and service charges.
5. Municipal rates and taxes, Save those separately assessed for flat.
6. Premium of insurance of the building.
7. Costs and charges of establishment for maintenance of the building and the said salaries of all persons employed for the same purpose.
- 8 . Yearly lift maintenance charge.
9. The office expenses incurred for maintaining the office for common purpose.
10. All other expenses and outgoing as are deemed by the Developer to the necessary incidental for and regulating interest and/or the

rights of the purchasers and occupiers including the Developer and the owners or co-shares.

#### THE FIFTH SCHEDULE ABOVE REFERRED TO (Easements)

The purchaser and other Co - Owners shall be entitled to all right privileges, vertical and lateral supports, easements, quassi-easements, appendages and/or appurtenances whatsoever belonging to and/ or in unwise appertaining to their respective flats/apartment or the roof or the building or therewith usually held, used occupies or enjoyed or reputed to be known as part hereafter morefully specified.

1. The right to access in common with the co-owners of the building at all times and for all normal domestic purpose connected with the use and enjoyment of the said flat/apartment and other flats/apartments in the said building.
2. The right of way in common as aforesaid and at all times and for all purposes connected with the reasonable use and enjoyment of the respective flats of the Co-owners comprised within the said building and the said land.
3. The right of paths and passages in all the common portions for gas, electricity, water from and to the respective flats of the Co-owners and the roof of the building through pipes , drains wires and conduits lying or being in under through or over the said building and the said land as they may be reasonably necessary for the beneficial occupation of the areas of the co-owners for all purpose whatsoever.
4. The right passage of utilities including connection for telephone, television pipes, cables, conduits etc. through each and every part of the building including the said unit.
5. Right to support shelter and protection of each portion of the building by other and /or other thereof as far as they protect the same.
6. The absolute unfiltered and unencumbered right over the common

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portions subject to the terms and conditions herein contained.

7. Such right, supports, easements and appurtenances as usually held, uses occupied or enjoyed as part or parcel of the said unit.

8. Right to install television antenna on the stair cover of the roof of the building without in any manner disturbing any co – owners entitled exclusively to the same.

9. The right with or without workmen are necessary supply of materials of the purchasers to enter from time to time upon the other parts of the building including the other units for the purposes of repairing so far as may be necessary such pipes, drains, wires and conduits and for the purpose of rebuilding repairing or cleaning any part or portions of the said building in so far as such repairing or cleaning as aforesaid can not be reasonably carried out without such entries.

10. The right to use stair case and lift in common with co -owners of the building.

IN WITNESSES WHEREOF, the Parties have hereunto set their respective signature on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF :

1.

[Type here]

[Type here]

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As Constitutate Attorney for and on behalf of Zahid Hossain and Parveen Begum.

Signature of the Vendor.

2.

Signature of the Developer/ Confirming Party.

Signature of the Purchaser/s.

RECEIVED Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only from the within named Purchasers being full and final consideration as per following memo:-

#### MEMO OF CONSIDERATION

| Cheque/Draft | Date. | Bank | Amount |
|--------------|-------|------|--------|
|--------------|-------|------|--------|

[Type here]



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Signature of the Developer/ Confirming party.

DRAFTED AND PREPARED BY :

[Type here]