

DEED OF CONVEYANCE

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

1)SRI GOUTAM GANGULY, (PAN : BNSPG3157J) son of late Benoy Kumar Ganguli, by faith Hindu, by nationality Indian, by occupation Business, residing at S. N. Banerjee Road, Mistri Ghat, Monirampore post & P.S : Barrackpore, Dist.: 24parganas (North), Kolkata-700120, **2) SRI UTTAM GANGULY,**(PAN : ALDPG3875D) wife of Benoy Kumar Ganguli, son of late Benoy Kumar Ganguli, by faith Hindu, by nationality Indian, by occupation Business, residing at S. N. Banerjee Road, Mistri Ghat, Monirampore post & P.S : Barrackpore, Dist.: 24parganas (North), Kolkata-700120, **3) SMT.ARUNA GANGULY** (PAN : DCYPG7421J) wife of late Benoy Kumar Ganguli, by faith Hindu, by nationality Indian, by occupation Business, residing at S. N. Banerjee Road, Mistri Ghat, Monirampore post & P.S : Barrackpore, Dist.:

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24parganas (North), Kolkata-700120, **4) SMT. GOPA MUKHERJEE** (PAN : AOQPM5255B) daughter of Sri Benoy Kumar Ganguli and W/o Vivekananda Mukherjee, residing at 73 B, Pyari Mohan Roy Road, Flat No . 3, Alipore, Kolkata- 700027 , and **5) SMT. RUPA BANERJEE** (PAN : EUDPB7156M)_Daughter of Lt. Benoy kr. Ganguli, **w/o Sri Tushar Banerjee** residing at 8/15/1 Naskar para Road, Haridevpur, Kolkata-700041 hereinafter jointly referred to as the **LAND OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representative, attorney, assigns) of the **ONE PART**.

The LAND OWNERS herein are represented by their constituted attorney namely **Arup Singha Roy [PAN No-ALOPS2386L]** son of late Shaktipada Singha Roy, by faith Hindu, by nationality Indian, by occupation Business, residing at 548, S. N Banerjee Road, Mistryghat, Monirampur, P.O & P.S-Barrackpore, Dist-North 24 Parganas, Kolkata-700120 one of the Director of the Eastern Devcon Limited the DEVELOPER herein having its office at 548, S. N Banerjee Road, Mistryghat, Monirampur, P.O & P.S-Barrackpore, Dist-North 24 Parganas, Kolkata-700120, appointed by the LANDOWNERS by a registered deed of Development Power of Attorney registered and executed at the office of the A.D.S.R Barrackpore, North 24 Parganas, copied therein in the Book No-1, Volume No-1505-2019, pages from 181595 to 181638, being the Deed No-150506011 for the year 2019.

AND

EASTERN DEVCON LIMITED [PAN No-AADCE4093K] a Limited Company having its office at 548, S.N Banerjee Road, Mistryghat, Monirampur, P.O & P.S- Barrackpore, Dist. North 24 Parganas, Kolkata-700 120, represented by its Director Arup Singha Roy [PAN No-ALOPS2386L] son of Late Shakti Prasad Singha Roy, by faith Hindu, by nationality Indian, by occupation Business, residing at 548, S.N Banerjee Road, Mistryghat, Monirampur, P.O & P.S- Barrackpore, Dist. North 24 Parganas, Kolkata-700 120 hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office or successors in interests,

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director, authorized signatory, office bearers, assigns and/or nominees) of the **OTHER PART**.

[For the purpose of this deed of sale and to create more effectual title the LAND OWNER and the DEVELOPER both are called the SELLER/SELLER/VENDOR]

AND

..... **[PAN NO-.....]** son of, by faith, by nationality Indian, by occupation, residing at P.O & P.S-, Dist. North 24 Parganas, Kolkata-....., hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, administrators, legal representatives, assigns and/or nominees) of the **ANOTHER PART**.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

1) DESCRIPTION OF THE BUILDING COMPLEX CALLED AS “EASTERN ENCLAVES”-: It is a **G+3** storied Building for residential purpose constructed on the plot of land measuring about 03 Cottahs- 07 Chittaks- 14 Sft. . comprised in the R/S and L.R Dag No-546 in the L.R Khatian No-9452 corresponding to L.R Khatian No- 909 corresponding to the R.S Khatian No-858 at Mouza-Monirampur, J.L No-2, P.S-Barrackpore, within the Holding No-224, S.N Banerjee Road, Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas.

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

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2) SUBJECT MATTER OF CONVEYANCE:

2.1 - SAID PROPERTY:- ALL THAT piece and parcel of a complete **Tiles** floor residential **Flat being No-....., on the** FLOOR measuring about **Sq.Ft** be the same and a little bit more or less of super built up area of the building called as **"EASTERN ENCLAVES"** lying and situate on the plot of land admeasuring an area of 03 Cottahs- 07 Chittaks- 14 Sft.. comprised in the L.R Dag No-546 corresponding to the R.S Dag No-546 in the L.R Khatian No-909 corresponding to the R.S Khatian No-858 at Mouza-Monirampur, J.L No-2, P.S-Barrackpore, within the Holding No-224, S.N Banerjee Road, Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas together with all common & undivided right, enjoyment of all common spaces, amenities, and facilities and easement rights for egress and ingress in the said building (**Said Property**).

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

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

[a]. **That** One Benoy Kumar Ganguli by a registered deed of sale dated 22nd November 1972 registered at the office of the Registrar of Assurance , Kolkata copied therein in the Book No.1, Vol. No. 210, pages from 84 to 91 being No.5924 for the year 1972, has purchased from Bissen Chand Boral. **ALL THAT** piece and parcel of a plot of Bastu land measuring about 03 Cottahs- 07 Chittaks- 14 Sft. more or less comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at **Mouza -Monirampur** , Locality S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the local limits of the North Barrackpore municipality ward no – 23, Holding No. 224, Dist-North 24 Parganas, Kolkata-700120 free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

[b]. That in the aforesaid manner and procedure said Debasish Mandal herein the **LAND OWNER** has owned,

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seized and possessed of ALL THAT the aforesaid plot of Bastu Land measuring about 03 Cottahs- 07 Chittaks- 14 Sft. more or less comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at **Mouza -Monirampur** , Locality S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the local limits of the North Barrackpore municipality ward no – 23, Holding No. 224, Dist- North 24 Parganas, Kolkata-700120 which is more fully written and described in the First Schedule and delineated in the attached Map in Red boarder and hereinafter referred to as the “Entire Premises or Said Premises” absolutely and forever free from all encumbrances, charges, liens, lispendencies, claims and/or demands whatsoever.

3.2- CONTRACT OF AGENCY:-

3.2.a- REGISTERED DEVELOPMENT AGREEMENT :- That in the aforesaid manner and procedure, said Goutam Ganguly, Uttam Ganguly, Aruna Ganguly, Gopa Mukherjee and Rupa Banerjee herein the LAND OWNERS have jointly in equal share owned, seized and possessed of ALL THAT the aforesaid plot of Bastu land measuring about 03 Cottas- 07 Chittaks- 14 Sq.ft including one storied dwelling house measuring about 2264 Sq.ft comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at **Mouza -Monirampur** , Locality S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the local limits of the North Barrackpore municipality ward no – 23, Holding No. 224, Dist- North 24 Parganas, Kolkata-700120 absolutely and free from all encumbrances, charges, liens, lispendencies, claims and/or demands whatsoever , **AND**

(b). That with a view to develop their aforesaid landed property, the LAND OWNERS have jointly entered into a agreement dated 22nd November, 2019 with Eastern Devcon Limited herein the **DEVELOPER** to develop their aforesaid landed property by constructing a multi storied building under the terms and conditions morefully written and described therein in the said Agreement. The said Agreement is registered at the office of the A.D.S.R Barrackpore , North 24 Parganas copied therein in the Book No-1, Volume No-1505-2019, pages from 165823 to 165882, being the Deed No-150505511 for the year 2019. That subsequently the **LAND OWNERS** herein also jointly executed a registered deed of Development Power of Attorney unto and in favour Sri Arup Singha Roy one of the Director of the **DEVELOPER** herein. The

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Development Power of Attorney is registered at the office of the A.D.S.R Barrackpore, North 24 Parganas and copied therein in the Book No-1, Volume No-1505-2019, pages from 181595 to 18638 being the Deed No-150506011 for the year 2019, **AND**

(c). In terms and conditions of the Development Agreement and Development Power attorney, the Developer herein has taken all initiatives to start construction of a multi-storied building over the said plot of land ,

3.3.- SANCTION BUILDING PLAN AND CONSTRUCTION OF THE BUILDING NAMEDLY “EASTERN ENCLAVES”-: The said **DEVELOPER herein has** obtained a building sanctioned plan in the name of the **LAND OWNER** herein from the concern department of the **Garulia Municipality vide Plan NO - SL.NO-SL.NO-383** of 2019-2020 dated 10.02.2020 of and on the basis of the said building plan the said **DEVELOPER** herein **has completed the construction of the** said multi storied building marked and classified as “ **EASTERN ENCLAVES** ” more fully described in the **First Schedule** hereinafter written, **AND**

3.4. OWNERSHIP OF BUILDING PREMISES-: Said Eastern Devcon Limited and Sri Goutam Ganguly, Uttam Ganguly, Aruna Ganguly, Gopa Mukherjee and Rupa Banerjee herein jointly called the **SELLER** are become the absolute and undisputed owner of said building premises called as “**EASTERN ENCLAVES**” lying and situate on the plot of land admeasuring an area of 03 Cottas- 07 Chittaks- 14 Sq.ft including one storied dwelling house measuring about 2264 Sq.ft comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at **Mouza -Monirampur** , Locality S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the local limits of the North Barrackpore municipality ward no – 23, Holding No. 224, Dist- North 24 Parganas, Kolkata- 700120 together with all common & undivided right, enjoyment of all common spaces, amenities, and facilities and easement rights for egress and ingress in the said building (**Said Property**), **AND**

3.5- AUTHORITY AND POWER TO SALE-: That as per the contract of Agency created as per the aforesaid

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Development Agreement and Development Power of Attorney, said **EASTERN DEVCON LIMITED** being the **DEVELOPER** and also being the **AGENT CUM ATTORNEY** has exclusive right to sale the Building Premises or its any part thereof and entitled to get 61% share over the sale profit thereof and to provide 31% share over the sale profit to the **LAND OWNER**.

3.6- DESIRE OF THE PURCHASER FOR PURCHASING A FLAT-: The **PURCHASER** herein pursued and inspected the title deeds, the building sanction plan and other related documents in respect of the Schedule mentioned property and satisfied themselves/himself/herself in regard thereto and approached to the **SELLER/VENDOR herein** to purchase “**Said Property**” being a complete **Tiles** floor residential **Flat being No-....., on the FLOOR measuring about Sq.Ft** be the same and a little bit more or less of **super built up area** of the building called as “**EASTERN ENCLAVES**” lying and situate on the plot of land admeasuring an area of 03 Cottas- 07 Chittaks- 14 Sq.ft including one storied dwelling house measuring about 2264 Sq.ft comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at **Mouza -Monirampur** , Locality S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the local limits of the North Barrackpore municipality ward no – 23, Holding No. 224, Dist- North 24 Parganas, Kolkata-700120 together with all common & undivided right, enjoyment and easement rights for egress and ingress of all common spaces, amenities, and facilities in the said building mentioned in the **THIRD SCHEDULE at or for a consolidated consideration of Rs./- (Rupees)] only.**

3..7- ACCEPTANCE BY THE SELLER/VENDOR-: The **SELLER/VENDOR** herein the **Eastern Devcon Limited** has accepted the aforesaid proposal of the **PURCHASER** and thus agreed to sell the “Said Property” to the **PURCHASER** at or for a consolidated consideration of **Rs...../- (Rupees)] only.**

3..8)- TRUE AND CORRECT REPRESENTATION-: The **SELLER/VENDOR** is the absolute and undisputed owner and occupier of the “Said Property” and such ownership having been acquired in the manner stated herein above , the contents of which are all true and correct.

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4). REPRESENTATION, WARRANTY AND COVENANTS REGARDING ENCUMBRANCES AS FOLLOWS:- The **SELLER/VENDOR** herein represent, warrant and covenant regarding encumbrances as follows :-

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

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

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

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

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

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

4.7- FREE FROM ALL ENCUMBRANCES:- The "said property" is now free from all encumbrances,

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charges, lien. Lispendence, attachments, use, trusts, prohibition, Income tax attachments, financial institution charges, statutory prohibition, acquisitions, requisitions, vesting, liabilities, claims and or demands whatsoever or howsoever made or suffered by the **SELLER/VENDOR** or any person or persons having or lawfully , rightfully or equitably claiming any estate or interests therein through, under or in trust for the **SELLER/VENDOR** and the predecessors in title and the title of the **SELLER/VENDOR** to the said property is free, clear and marketable.

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

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

5. BASIC UNDERSTANDING -:

5.1- AGREEMENT TO SELL AND PURCHASE-: The **PURCHASER** has approached to the **SELLER/VENDOR** to buy a Flat at above mentioned site and concluded the deal at a total consideration of **Rs./- (Rupees)] only** and the **PURCHASER** based on the representations, warranties and covenants in clause 2, 3 & 4 of this deed of sale and its sub clauses above [collective representation] has agreed to purchase the said property at or for a consolidated consideration of **Rs./- (Rupees)] only** from the **SELLER/VENDOR** and paid the said consideration to the **SELLER/VENDOR** herein as per the memo of consideration appearing hereunder.

6. TRANSFER -:

6.1- HEREBY MADE-: That in pursuance to the said agreement and payment of consideration, the

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SELLER/VENDOR herein sells, conveys and transfers to the **PURCHASER** the entirety of its right, title and interest of whatsoever or howsoever nature in the **said property** of **being** a complete **Tiles** floor residential **Flat being No-....., on the FLOOR measuring about Sq.Ft** be the same and a little bit more or less of **super built up area** of the building called as "**EASTERN ENCLAVES**" lying and situate on the plot of land admeasuring an area of 03 Cottas- 07 Chittaks- 14 Sq.ft including one storied dwelling house measuring about 2264 Sq.ft comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at **Mouza -Monirampur** , Locality S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the local limits of the North Barrackpore municipality ward no – 23, Holding No. 224, Dist-North 24 Parganas, Kolkata-700120 together with all common & undivided right, enjoyment and easement rights for egress and ingress of all common spaces, amenities, and facilities in the said building (**Said Property**) hereinafter written and demarcated in **RED** color on plan attached herewith and more fully described in the schedule below.

6.2- CONSIDERATION-: The aforesaid transfer is being made in consideration of a sum of **Rs. ,,,,,,,,,,,,,,- (Rupees]** only paid by the **PURCHASER** to the **SELLER/VENDOR** receipts of which hereunder written , admits and acknowledges.

7. TERMS OF TRANSFER-:

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

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

7.3- ABSOLUTE -: Absolute , irreversible and perpetual .

7.4- FREE FROM ENCUMBRANCES-: Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, impedances, uses, trusts, prohibition, income tax attachments, financial institution charges, reversionary

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rights, statutory prohibition, acquisitions and requisitions, vesting and liabilities whatsoever.

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

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

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

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

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

7.8- OUTGOINGS:- All statutory revenue , cess, taxes, surcharges, outgoing and levies of or on the “said Property” relating to the period till the date of the conveyance , whether as yet demanded or not , shall be borne, paid and discharged by the **SELLER/VENDOR** with regard to which the **SELLER/VENDOR** hereby

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indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

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

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

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

7.12- FURTHER ACTS:- The **SELLER/VENDOR** hereby covenants that the **SELLER/VENDOR** or any person claiming under him , shall and will from time to time and at all time hereafter, upon every request and

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costs of the **PURCHASER** and /or his successors in interest does or execute or cause to be done or executed all such acts, deeds, thing, maters, for further or more perfectly assuring the title of the “**said property**”.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a **G+3** storied Building **for residential purpose** called “EASTERN ENCLAVES” constructed on the plot of land measuring about 03 Cottas- 07 Chittaks- 14 Sq. comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at **Mouza -Monirampur** , Locality S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the local limits of the North Barrackpore municipality ward no – 23, Holding No. 224, Dist- North 24 Parganas, Kolkata-700120., **which is butted and bounded by:-**

By the North-: S.N Banerjee Road,

By the South-: House of Dr. Basu,

By the East -: 08’ft wide Municipal Road,

By the West-: 12’ft Wide Municipal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the land)

ALL THAT a **plot of Bastu land measuring about** 03 Cottas- 07 Chittaks- 14 Sq.ft including one storied dwelling house measuring about 2264 Sq.ft comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at **Mouza -Monirampur** , Locality S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the local limits of the North Barrackpore municipality ward no – 23, Holding No. 224, Dist- North 24 Parganas, Kolkata-700120., which is butted and bounded as follows:-

By the North-: S.N Banerjee Road,

By the South-: House of Dr. Basu,

By the East -: 08’ft wide Municipal Road,

By the West-: 12’ft Wide Municipal Road.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Subject matter of sale)

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

FOURTH SCHEDULE ABOVE REFERRED TO

(Rights and obligations of the PURCHASER)

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

2.- **Subject to the restrictions and reservations hereinafter** containing the **PURCHASER** will have full and absolute right of user in common with other owners and/or occupants of the said property and building complex of the main drainage, water supply system and connections including the pipes, lines and also

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water tanks and connection.

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

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

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

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

7.- The PURCHASER from time to time and at all time here by agrees to contribute and pay proportionate share towards the costs and expenses of the maintenance charges, service taxes, and impositions and other out goings and the said amount is variable according to the needs of the circumstances and market

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of the aforesaid sum without any variation as may be fixed as aforesaid individually and/or collectively .The Purchaser shall in addition pay separately any other taxes and/or imposition as may be decided by the Society/Association and that the proportionate maintenance charges for the flat will be paid regularly by the **PURCHASER** as long as Society/Association is not formed for the maintenance of the building .

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

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

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

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

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

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

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

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

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

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

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

FIFTH SCHEDULE ABOVE REFERRED TO

(Common areas)

- 1.- The foundation, columns, beams, supports, stair, stairs case, stair ways, entrance and exists.
- 2.- Common passage and stair and lift and Lift Room.
- 3.- Tube well, water pump, water tank, water pipes, reservoir, and other common plumbing installation.
- 4.- Electric wiring , motor and fittings, (excluding those are installed for any particular unit /flat).
- 5.- Drainage, sewerage and rain water pipe.
- 6.- Boundary walls including outer side of the walls of the said building.
- 7.- Such other common parts, areas, equipments, installations, fixtures, fittings, covered areas, open space in about the said building as are necessary for passage or user and occupancy of the unit /flat in common

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and as are easements necessary of the building including the ultimate roof top, the parapet and the open space and areas.

8.- Transformer.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(common expenses)

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

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

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

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

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

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

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

8.- Such other expenses including printing and sanitary as also all litigation expenses in respect of any

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dispute with municipality, other authority, insurance company or any other person or persons in relation to or as may be deemed by the developer or any ad hoc committee / association of the occupiers and up keep of the said building.

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

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

SIGNED, SEALED AND DELIVERED

By the parties at

.....in presence of:

- 1.

SIGNATURE OF THE SELLER/VENDOR.

SIGNED, SEALED AND DELIVERED

By the parties at.....

.....in presence of:

- 1.

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2.

SIGNATURE OF THE PURCHASER

MEMO OF CONSIDERATION

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

| SL | Date | Chques | Bank | Branch | Amount |
|----|------|--------|------|--------|--------|
| 1. | | | | | |

Total Rs./- Only

WITNESSES:-

1.

2.

SIGNATURE OF THE SELLER/VENDOR.

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