

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this day of May, Two
Thousand and Eighteen (2018) **BETWEEN MAYFAIR PROPERTIES,**
P.A.N. AAGFM2513C, a Partnership Firm, registered under the Indian

Partnership Act, 1932, having its Registered Office at '**JASMINE TOWER**' Sixth Floor, 31, Shakespeare Sarani, Unit No. 602 and 603, Post Office and Police Station-Shakespeare Sarani, Kolkata-700017, represented herein by one of its Partner and authorized signatory **MR. SHISHIR KUMAR GUPTA, P.A.N. AEBPG4227J, having Aadhar No.7374 2990 5588**, Son of Late Parmeshwar Gupta, by Occupation- Business, by religion – Hindu, by Citizen- Indian, working for gain at '**JASMINE TOWER**' Sixth Floor, 31, Shakespeare Sarani, Unit No. 602 and 603, Post Office and Police Station-Shakespeare Sarani, Kolkata-700017, hereinafter referred to as the "**VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed and mean to include its successor-in-office, legal representatives and assigns) of the **ONE PART**.

AND

1) Son of, by occupation-....., **2)**, Wife of, by Occupation-, both by faith-, both by Citizen-, both residing at, hereinafter called the '**PURCHASERS**' (which expression shall unless excluded by or repugnant to the context be deemed and mean to include their heirs, legal representatives, administrators, executors and assigns) of the **OTHER PART**.

WHEREAS the land measuring 10 Cottahs and 5 Chittacks be the same or a little more or less comprised in Dag No. 262 (portion) under Khatian No. 181 of Mouza- Elachi, J.L. No. 70, Touzi No. 51 and 52 , R.S. No. 223, Pargana Magura, now within Rajpur- Sonarpur Municipality, formerly Rajpur Municipality, Premises No.8, Nalini Maitra Road, Ward No. 26, Police Station- Sonarpur, District- 24 Parganas (south) was jointly purchased by (a) Sri Dharamdas Sugnichand Jotwani, son of Late Sugnichand Dayaram Jotwani, and (b) Sri

Jamnadas Nawalmal Gurnani, son of Late Nawalmal Kudan Mal Gurnani from (1) Smt. Kaikeybala Dassi, wife of Late Abhoy Charan Pal, (2) Smt. Kamala Bala Dassi, wife of Sri Kanailal Pal and (3) Smt. Barada Moni Dassi, wife of Late Bhutnath Pal by virtue of the Deed of sale dated 06.03.1956 and the said Deed of Sale was registered in the of District Registrar Office at Alipore and recorded in Book No. I, Vol No. 21, Pages 247 to 250 being No. 937 for the year 1956.

AND WHEREAS while seized and possessed of the aforesaid property said Sri (a) Sri Dharamdas Sugnichand Jotwani, (b) Sri Jamnadas Nawalmal Gurnani jointly sold the aforesaid land measuring 10 Cottahs and 5 Chittacks be the same or a little more or less to Smt. Ishita Gupta, Wife Of Anil Gupta by virtue of the Deed of Sale dated 16.10 1968 and the said Deed of Sale was registered in Book No. I, Vol No. 166, pages 111 to 116, being No. 5921 for the year 1968 of D.R. Office at Alipore.

AND WHEREAS after such purchase said Smt. Ishita Gupta has mutated her name in respect of the aforesaid property in the records of the Rajpur- Sonarpur Municipality and it has been assessed as holding No. 8, Nalini Maitra Road, Ward No. 26.

AND WHEREAS after such purchase said Smt. Ishita Gupta has also mutated her name in respect of the aforesaid property in the Settlement Record of rights under mutated Khatian No.115 corresponding to mutated Dag No.330 in Mouza-Elachi containing an area of 17 satak.

AND WHEREAS by an Indenture of Conveyance made on 18th day of October, 2006, the said Smt. Ishita Gupta sold, transferred and conveyed free from all encumbrances **ALL THAT** demarcated portion of land containing an area of 5 (Five) Cottahs and 2 (two) Chittacks and 22^{1/2} Sq.ft. with temporary structure standing thereon out of the

aforesaid land area of 10 cottahs and 5 chittacks appertaining to Khatian Nos.181 comprised in Dag Nos.262 (Portion) of Mouza – Mouza- Elachi, J.L. No. 70, Touzi No. 51 and 52 , R.S. No. 223, Pargana Magura, now within Rajpur- Sonarpur Municipality, formerly Rajpur Municipality, being portion of Municipal Holding No. 8, Nalini Maitra Road, Ward No. 26. Police Station- Sonarpur, District- 24 Parganas (south), Sub-Registry Office, Additional District Sub-Registrar Office-Sonarpur, District Sub-Registrar office at Alipore, in the District of South 24 Parganas to M/s. Asha Electronics, a proprietorship concern, represented by its Sole proprietress Mrs. Rina Rau, wife of Sri T.V.S. Rau, at and for the consideration as mentioned in the said Deed of Sale. The said Deed of Sale was registered in the office of the District Sub-Registrar –IV at Alipore, South 24 Parganas and recorded in Book No.I, C.D. Volume No. 5, Pages from 2928 to 2939, being No.00616 for the year 2008.

AND WHEREAS by another Indenture of Conveyance made on 18th day of October, 2006, the said Smt. Ishita Gupta sold, transferred and conveyed free from all encumbrances **ALL THAT** remaining demarcated portion of land containing an area of 5 (Five) Cottahs and 2 (two) Chittacks and 22¹/₂ Sq.ft. with temporary structure standing thereon appertaining to Khatian Nos.181 comprised in Dag Nos.262 (Portion) of Mouza – Mouza- Elachi, J.L. No. 70, Touzi No. 51 and 52 , R.S. No. 223, Pargana Magura, now within Rajpur- Sonarpur Municipality, formerly Rajpur Municipality, 8, Nalini Maitra Road, Ward No. 26. Police Station- Sonarpur, District- 24 Parganas (south), Sub-Registry Office, Additional District Sub-Registrar Office-Sonarpur, District Sub-Registrar office at Alipore, in the District of South 24 Parganas, to M/s. Asha Enterprises, a proprietorship concern, represented by its Sole proprietress Mrs. Asha Rau, wife of Sri Radheshyam Rau, at and for the consideration as mentioned in the said Deed of Sale. The said Deed of Sale was registered in the office of the District Sub-Registrar –IV at Alipore, South 24 Parganas and recorded in Book No. I, C.D. Volume No. 7, Pages from 2395 to 2406, being No.01112 for the year 2008.

AND WHEREAS by a Deed of Conveyance made on 10th day of November, 2010, the said M/s. Asha Electronics, a proprietorship concern, represented by its Sole proprietress Mrs. Rina Rau, wife of Sri T.V.S. Rau sold transferred and conveyed free from all encumbrances **ALL THAT** piece and parcel of land containing an area of 5 (Five) Cottahs and 2 (two) Chittacks and 22^{1/2} Sq.ft. with temporary structure standing thereon appertaining to Khatian Nos.181 comprised in Dag Nos.262 (Portion) of Mouza – Mouza-Elachi, J.L. No. 70, Touzi No. 51 and 52 , R.S. No. 223, Pargana Magura, now within Rajpur-Sonarpur Municipality, formerly Rajpur Municipality, 8, Nalini Maitra Road, Ward No. 26. Police Station- Sonarpur, District- 24 Parganas (south), Sub-Registry Office, Additional District Sub-Registrar Office-Sonarpur, District Sub-Registrar office at Alipore, in the District of South 24 Parganas, to M/s. Asha Engineers, a proprietorship concern, represented by its Sole proprietor Mr. T.V.S. Rau, Son of Late T.V. Venkata Rau at and for the consideration as mentioned in the said Deed of Sale. The said Deed of Sale was registered in the office of the District Sub-Registrar –IV at Alipore, South 24 Parganas and recorded in Book No. I, C.D. Volume No. 29, Pages from 584 to 595, being No.08366 for the year 2010.

AND WHEREAS the said 1) M/s. Asha Engineers and 2) M/s. Asha Enterprises, had been possessing and enjoying the said Property free from all encumbrances.

AND WHEREAS by a Deed of Sale dated 05.08.2011 the said 1) M/s. Asha Engineers and 2) M/s. Asha Enterprises sold, transferred and conveyed free from all encumbrances **ALL THAT** piece and parcel of Land total measuring 10 (Ten) Cottahs and 5 (five) Chittacks be the same or a little more or less with structure standing thereon out of which purchased from M/s. Asha Engineers the land area measuring 5(Five) Cottahs 2 (Two) Chittacks and 22^{1/2} Sq.ft. with 100 Sq.ft. R.T.S standing thereon and purchased from M/s. Asha Enterprises the land area measuring 5(Five) Cottahs 2 (Two) Chittacks and 22^{1/2} Sq.ft.

with structure standing thereon comprised in Plot No.27, Sabek Dag No. 262 (portion) corresponding to Hal (Mutated) Dag No. 330 under Sabek Khatian No. 181 Corresponding to Hal (mutated) Khatian No.115 of Mouza- Elachi, J.L. No. 70, Touzi No. 51 and 52 , R.S. No. 223, Pargana Magura, now within Rajpur- Sonarpur Municipality, formerly Rajpur Municipality, Municipal Holding No. 8, Nalini Maitra Road, Ward No. 26. Police Station- Sonarpur, District- 24 Parganas (south), Sub-Registry Office, Additional District Sub-Registrar Office-Sonarpur, District Sub-Registrar office at Alipore, in the District of South 24 Parganas to Mayfair Properties, a Partnership firm, under the Indian Partnership Act, 1932, represented herein by its Partners (1) Mr. Shishir Kumar Gupta, Son of Late Parmeshwar Gupta, (2) Mr. Rahul Gupta, Son of Mr. Shishir Kumar Gupta at and for the consideration as mentioned in the said Deed of Sale. The said Deed of Sale was registered in the office of the District Sub-Registrar –IV at Alipore, South 24 Parganas and recorded in Book No. I, C.D. Volume No. 20, Pages from 4823 to 4841, being No.06179 for the year 2011.

AND WHEREAS one Anarali Mondal and others and also Monojatali Mondal had the Rayati Sthitiban right in respect of 1.36 acres of land of C.S. Khatian No.181 and C.S. Plot No.262 and 266 of Mouza Elachi, Police Station – Sonarpur, District – 24 Parganas (South) at Annual rental basis

AND WHEREAS by two Bengali Kobala bearing the date 16th of August, and 19th of August, 1930 registered at the office of the Sub-Registrar at Alipore the said Anarali Mondal and others and Monojatali Mondal sold, transferred, conveyed, absolutely amongst others the said property for the valuable consideration and the particulars of the land was described in the said two deeds of conveyances and the said property was sold to Abhay Charan Pal and Satya Charan Pal described therein as purchaser.

AND WHEREAS the aforesaid Abhay Charan Pal died intestate leaving his surviving his widow Smt. Kaikeyi Bala Dasi and only daughter the said Kamala Bala Dasi as his heirs and sole representatives and also his undivided share in the aforesaid property.

AND WHEREAS the aforesaid Satya Charan Pal died intestate as a bachelor leaving him surviving his mother Smt. Baradmoni Dasi as his only heir and sole legal representative and also his undivided there in the aforesaid property.

AND WHEREAS during the last Revisional Settlement held under the West Bengal Estate Acquisition Act, 1953 the aforesaid land was again recorded under R.S. Khatian No.181 in the name of Kaikeyi Bala Dasi, Kamala Bala Dasi and Barodamoni Dasi.

AND WHEREAS by a Bengali Kobala, bearing the date 6th March, 1956 registered at the office of the District Registrar of Alipore, South 24 Parganas, entered into in Book No.1, Volume No.21, Pages 247 to 250, being Deed No.937 for the year 1956, the said Kaikeyi Bala Dasi, Kamala Bala Dasi and Baradmoni Dasi for the consideration therein mentioned, sold, transferred and conveyed absolutely amongst others the aforesaid land of R.S. Khatian No.181 and R.S. Plot No.262 and 266 to (1) Dharamdas Sugnichand Jotwani, Son Of Sugnichand Dayaram Jotwani and (2) Jamnadas Nawamal Gurnani, Son of Nawamal Kundanlal Gurnani as described in the said Deed of Conveyance absolutely and free from all encumbrances.

AND WHEREAS one Sukhurali Khan and others held in Rayati Sthitiban right under Probodh Chandra Chakraborty and others all those plots of Bastu and Danga land containing an area of about 4.44 acres under C.S. Khatian No.189 in Mouza Elachi, Police Station – Sonarpur, District – South 24 Parganas at an annual rental of Rs. 26.12 annas.

AND WHEREAS by a Bengali Kobala bearing the date 24th February, 1945 registered at Baruipur Sub-Registry office, the said Sukhurali Khan for the consideration therein mentioned sold, transferred and conveyed absolutely his undivided half share of and in the said property particularly mentioned and described in the schedule thereunder written to one Jogendranath Pal, absolutely free from all encumbrances whatsoever.

AND WHEREAS by a Deed of Partition bearing the date 18th December, 1946, Smt. Garabibi Dasi and the said Jogendranath Pal effected partition by metes and bounds in the aforesaid land and the land comprised in C.S. Plot No.262 and 269 containing an area of 1.63 acres were allotted to Jogendranath Pal in severalty and absolutely and free from all encumbrances.

AND WHEREAS during the Revisional Settlement held under West Bengal Estate Acquisition Act, 1963 the R.S. Khatian No.732, in place of C.S. Khatian No.189 was recorded in the name of said Jogendranath Pal but the plot number remained as it was.

AND WHEREAS by a Bengali Kobala bearing the date 28th February, 1956, and registered at the Baruipur Sub-Registry Office being Deed No.806 for the year 1956, the said Jogendranath Pal for the consideration mentioned therein sold transferred and conveyed absolutely his share and in the said property particularly mentioned and described in the Schedule thereunder written to (1) Dharamdas Sugnichand Jotwani, Son Of Sugnichand Dayaram Jotwani and (2) Jamnadas Nawamal Gurnani, Son of Nawamal Kundanlal Gurnani absolutely free from all encumbrances whatsoever.

AND WHEREAS one Kalashashi Purkayet alias Kalu Purkayet held in Rayati Sthitiban Satta under Jatindra Mohan Chakraborty and others of the plot of Danga land containing and area of .48 acres of C.S. Khatian No.237 in Mouza Elachi, Police Station – Sonarpur,

District – South 24 Parganas at the rental of Rs.7/- and the said Khatian No.237 including amongst other of C.S. Plot No.267 containing respective area of .06 acres of Danga Land.

AND WHEREAS the said Kalashashi Purkayet died intestate leaving him surviving his widow Smt. Latamoni Dasi as his only heir and legal representative and also leaving his shares in the said property.

AND WHEREAS by a Bengali Kobala bearing the date 23rd January, 1946 and registered at Baruipur, Sub-Registry Office, the said Latamoni Dasi for the consideration mentioned therein sold, transferred, conveyed absolutely amongst others the said .06 acres of danga land being entirely of plot No.237 particularly mentioned and described in the schedule thereunder written to Noor Mohammed Mondal absolutely free from all encumbrances whatsoever.

AND WHEREAS by a Bengali Kobala bearing the date 20th January, 1948 registered at Baruipur Sub Registry Office and the said Noor Mohammed Mondal for the consideration mentioned therein sold, transferred and conveyed absolutely amongst others, the said .06 acres of land of danga being entirely C.S. Plot No. 267 under said C.S. Khatian No.237 particularly mentioned and described in the schedule thereunder written to Narayan Chandra Naskar, Tarapada Naskar alias Taran Chandra Naskar, Bepin Behari Naskar and Beharilal Naskar free from all encumbrances.

AND WHEREAS by a Deed of Sale in Bengali Vernacular bearing the date of 6th April, 1956 duly registered with Baruipur Sub-Registrar Office and recorded in Book No.1, Volume No.29, Pages from 241 to 244, being No.2161 for the year 1956, the said Narayan Chandra Naskar, Tarapada Naskar alias Taran Chandra Naskar, Bipin Behari Naskar and

Behari Lal Naskar sold transferred and conveyed their aforesaid property to (1) Dharamdas Sugnichand Jotwani, (2) Jamnadas Nawamal Gurnani and delivered possession thereof.

AND WHEREAS the said (1) Dharamdas Sugnichand Jotwani, (2) Jamnadas Nawamal Gurnani sold transferred and conveyed the aforesaid property to Benoy Kumar Ghosh who died intestate leaving behind his wife Bina Ghosh and one son Sri Dhiman Kumar Ghosh and one daughter Mrs. Bichitra Das (nee Ghosh), wife of Sri Pradip Kumar Das as his legal heirs and successors in respect of the property left by him including the land measuring 1 Bigha 2 Cottahs 8 Chittacks and 11 Sq.ft. be the same or a little more or less comprised in C.S. Dag Nos.262 and 266 under Khatian No.181 and portion of C.S. Dag Nos. 267 and 269, under R.S. Khatian Nos.237 and 732 of Mouza Elachi, J.L. No.70, within Rajpur-Sonarpur Municipality, Ward No.26, Police Station – Sonarpur, District -24 Parganas (South).

AND WHEREAS the said land measuring 1 Bigha 2 Cottahs 8 Chittacks and 11 Sq.ft. be the same or a little more or less comprised in C.S. Dag Nos.262 and 266 under Khatian No.181 and portion of C.S. Dag Nos. 267 and 269, under R.S. Khatian Nos.237 and 732 of Mouza Elachi, J.L. No.70, within Rajpur-Sonarpur Municipality, Ward No.26, Police Station – Sonarpur, District -24 Parganas (South) was purchased by 1) Sri Robin Sarkar, Son of Late Devendra Bijoy Sarkar 2) Smt. Aruna Sarkar, Wife of Sri Robin Sarkar, 3) Sri Arup Sarkar, Son of Sri Robin Sarkar and 4) Smt. Ava Manna, Wife of Sailen Manna from 1) Smt. Bina Ghosh and 2) Smt. Bichitra Das and Sri Dhiman Kumar Ghosh by four Deeds of Sale dated 21.05.1992 and 20.05.1992 and the said Deeds were registered in Book No.I, Volume No.50, Pages 373 to 382, Being No.4155 for the year 1992 of Additional District Sub-Registrar, Sonarpur; in Book No.1, Volume No.56, Pages 184 to 192 being No.4098 for the year 1992 of Additional District Sub-Registrar, Sonarpur; in Book No.1, Volume No.58, Pages

264 to 273, being No.4166 for the year 1992 of Additional District Sub-Registrar, Sonarpur and in Book No.1, Volume No.59, Pages 49 to 63 being No.4129 for the year 1992 of Additional District Sub-Registrar, Sonarpur respectively.

AND WHEREAS by a Deed of Sale dated 20.04.1998 made between said 1) Robin Sarkar 2) Smt. Aruna Sarkar 3) Sri Arup Sarkar and 4) Smt. Ava Manna, therein jointly described as the Vendors therein and East India Engineering (P) Limited, therein described as the purchaser and for the consideration mentioned therein the said 1) Robin Sarkar 2) Smt. Aruna Sarkar 3) Sri Arup Sarkar and 4) Smt. Ava Manna sold, conveyed and transferred unto the said purchaser the said land measuring 1 Bigha, 2 Cottahs 8 Chittacks and 11 Sq.ft. be the same or a little more or less comprised in C.S. Dag Nos.262 and 266 under Khatian No.181 and portion of C.S. Dag Nos.267 and 269 under R.S. Khatian Nos.237 and 732 of Mouza – Elachi, J.L. No.70, within Rajpur-Sonarpur Municipality, Holding No.139, Elachi Musalman Para, Ward No.26, Police Station – Sonarpur, District South 24 Parganas and the said Deed was registered in Book No.1, Volume No.12, Pages 255 to 270, being No.2718 for the year 1998 of District Sub-Registrar –IV at Alipore.

AND WHEREAS after such purchase said East India Engineering (P) Ltd. has mutated its name in respect of the aforesaid property in the records of the Rajpur-Sonarpur Municipality and it has been assessed as Holding No.139, Elachi Musalman Para, Ward No.26.

AND WHEREAS by a Deed of Sale dated 17th day of July,2003, the said East India Engineering (P) Ltd. sold, transferred and conveyed the aforesaid property free from all encumbrances comprising with **ALL THAT** piece and parcel of land measuring 1 (One) Bigha, 2 (Two) Cottahs, 8 (Eight) Chittacks and 11(Eleven) Sq.ft. be the same or a little more or less with structure standing thereon comprised in C.S. Dag No.262 and 266 under

Khatian No.181 and portion of C.S. Dag Nos.267 and 269 under R.S. Khatian No.237 and 732 of Mouza Elachi, J.L. No.70 being Municipal holding No.139 Musalman Para, Elachi within Rajpur Sonarpur Municipality, Ward No.26, Police Station – Sonarpur, District South 24 Parganas to Mr. T.V.S. Rau, Son of Late T.V. Venkata Rao , Sole Proprietor of Asha Engineers and delivered possession thereof. The Said deed of sale was registered in the office of the District-Sub-Registrar-IV, Alipore, South 24 Parganas and recorded in Book No.I, Volume No.15, pages 2252 to 2263, being No. 03737 for the year 2008.

AND WHEREAS by a Deed of Sale dated 28.11. 2011 the said M/s. Asha Engineers sold transferred and conveyed free from all encumbrances **ALL THAT** piece and parcel of Land measuring 1 (One) Bigha, 2 (Two) Cottahs, 8 (Eight) Chittacks and 11(Eleven) Sq.ft. be the same or a little more or less with structure standing thereon comprised in C.S. Dag No. 262 and 266 under Khatian No. 181 and portion of C.S. Dag No. 267 and 269 under R.S. Khatian No. 237 and 732 of Mouza- Elachi, J.L. No. 70, being Municipal Holding No. 139, Musalman Para, Elachi, within Rajpur- Sonarpur Municipality, Ward No. 26, Police Station- Sonarpur, District- South 24 Parganas, Additional District Sub-Registrar Office-Sonarpur, District Sub-Registrar office at Alipore, to Mayfair Properties, a Partnership firm, under the Indian Partnership Act, 1932, represented herein by its Partners (1) Mr. Shishir Kumar Gupta, Son of Late Parmeshwar Gupta, (2) Mr. Rahul Gupta, Son of Mr. Shishir Kumar Gupta at and for the consideration as mentioned in the said Deed of Sale. The said Deed of Sale was registered in the office of the District Sub-Registrar –IV at Alipore, South 24 Parganas and recorded in Book No. I, C.D. Volume No. 28, Pages from 3643 to 3664, being No.08537 for the year 2011.

AND WHEREAS the present Owner Mayfair Properties after purchase of the aforesaid properties, duly mutated its name in the Assessment Register of the Rajpur-

Sonarpur Municipality, and the Rajpur- Sonarpur Municipality granted mutation certificate to the present owner herein and is now in absolute Khas possession exercising its absolute right, title, interest by paying rent to the Government and by paying tax to the Rajpur- Sonarpur Municipality as absolute owner.

AND WHEREAS the aforesaid two Premises being Municipal Holding No. 8 Nalini Maitra Road and 139 Musalman Para Road has been amalgamated and after amalgamation the area of amalgamated property has become 32 (Thirty Two) Cottahs 13 (Thirteen) Chittacks 11 (Eleven) Sq.ft. be the same or a little more or less and it has been re-numbered as Premises No. 8 Nalini Maitra Road within Ward No.26 under Rajpur-Sonarpur Municipality, Police Station – Sonarpur, District – South 24 Parganas.

AND WHEREAS the Owner/Vendor herein duly mutated its name with the Rajpur- Sonarpur Municipality in respect of the said premises being Municipal Holding No. 8 Nalini Maitra Road within Ward No.26 under Rajpur-Sonarpur Municipality, Police Station – Sonarpur, District – South 24 Parganas and is in khas possession free from all encumbrances by paying tax to the Municipality in their own name.

AND WHEREAS the Vendor herein for the purpose of making construction of building, took sanction of Building Plan as per Building Permit No. 1809/CB/26/37 dated 10.03.2014 constructed the Ground Plus Four Storied Building and completed the entire construction in conformity with the Plan, sanctioned by the Rajpur-Sonarpur Municipality.

AND WHEREAS in terms of Agreement, the Vendor has decided to sell one complete self-contained residential flat, being No....., measuring super-built up area Square Feet more or less on the Third Floor **AND** one Car Parking space on the Ground Floor, measuring an area of 135 Square Feet more or less, being No. of Premises No. 8

Nalini Maitra Road within Ward No. 26 under Rajpur-Sonarpur Municipality, Police Station – Sonarpur, District – South 24 Parganas. Kolkata- 700 103, particulars of which mentioned in the Second Schedule and Third Schedule below together with proportionate undivided impartible share of the land underneath of building of the First Schedule and also all rights of common area and common facilities as provided in the Building as well as right of ingress and egress through and over the common passage with some terms and conditions, reserving the right of the Vendor, subject to right of further construction on the existing roof of the building only in strict compliance of the sanctioned building plan by the Rajpur-Sonarpur Municipality provided that the Purchasers will have to pay the proportionate maintenance charges for the said flat at the Floor and Car Parking Space in Ground Floor of the said building of First Schedule.

AND WHEREAS the Purchasers herein after coming to know the intention of the Vendor regarding sale of Flat No..... of Floor of Second Schedule Flat andSchedule Car Parking Space have inspected all relevant deeds, documents, papers, rent receipts, tax receipts, sanctioned Plan, permit for construction, issued by Rajpur - Sonarpur Municipality and also being satisfied with the nature and construction of the building in First Schedule and also considering the common facilities and enjoyment as well as the existing passage for ingress and egress made approach to the Vendor to sell the said flat in Second Schedule and Car Parking Space in Third Schedule.

AND WHEREAS the Vendor considering the bonafide approach of the Purchasers have agreed to sell to the Purchasers, one complete residential flat, being No...., measuring super built-up area Square Feet more or less on the Third Floor **AND** one Car Parking space on the Ground Floor, measuring an area of 135 Square Feet more or less, being No. of Premises No. 8, Nalini Maitra Road within Ward No.26 under Rajpur-Sonarpur

Municipality, Police Station – Sonarpur, District – South 24 Parganas, Kolkata- 700 103 and thus shown in the Plan annexed herewith and bordered '**RED**' for the Flat and bordered '**RED**' for the Car Parking Space therein, the Plans do form the part of this Deed and hereinafter called the said flat and Car Parking Space together with common area of the building, standing on First Schedule and all common rights for use entrance, stair, lift, path, passage lobby necessary for the purpose of peaceful enjoyment of Purchaser's Flat and Car Parking Space and also the proportionate undivided impartible share of land underneath of the building in First Schedule with the undertaking to pay proportionate maintenance charges, jointly with other co-flat owners for maintenance of building and also for enjoyment of common facilities, such as electricity, water and other common facilities, annexed with the Building for the total consideration of Rs...../- (Rupees)

only for the flat and Car Parking Space.

NOW THIS INDENTURE WITNESSETH that in pursuance of the Agreement and in consideration of Rs...../- (Rupees)

only for the flat and Car Parking Space fully paid by the Purchasers to the Vendor on or before execution of these presents the receipt whereof the vendor doth hereby release to the Purchaser's flat and Car Parking Space in Second Schedule and Third Schedule together with the proportionate undivided impartible share of land in First Schedule and the interest of common areas etc. forever. The Vendor do hereby grant, transfer, sell, convey, assure and assign unto the Purchasers **ALL THAT** the said area, being Flat No....., measuring super built up area Square Feet more or less in the Third Floor **AND** one Car Parking space on the Ground Floor, measuring an area of 135 Square Feet more or less, being No. more fully and particularly described in the Second Schedule and Third Schedule below, **TOGETHER WITH** undivided proportionate impartible share of land underneath of building in First Schedule and the proportionate undivided share of land underneath with the interest of common area and

common passage, staircase, lift tube well, drains, sewers, water pipes and all other fixtures and equipments of common utility and common paths and passages appertaining to the said building specifically mentioned in Fourth Schedule below and properties appurtenances thereto **AND** reversion or reversions, remainder or remainders and the rent issues and profits of and in connection with the said flat and Car Parking Space and the properties appurtenances thereto **AND** all the estate, right, title, interest, property claim and demand whatsoever of the Vendor into out of or upon the said flat and the properties appurtenances thereto **TO HAS AND TO HOLD** the said flat and Car Parking Space appurtenances thereto hereby granted, conveyed, transferred, assigned and assured and every part thereof respectively **TOGETHER WITH** the Vendor and each of their rights unto the Purchasers hereof free from all encumbrances, save those expressly mentioned herein **SUBJECT EXCLUSIVELY** to the payment of the proportionate share of apportioned liability for Municipal Taxes, Insurance premium for the said building and the monthly maintenance charges and the right of Vendor in respect hereof as reserved by the Agreement for purchase or by these presents and subject nevertheless to the easements or quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat and Car Parking Space in Second Schedule and Third Schedule **AND** subject also that the Purchasers hereto will as owners of the said flat and Car Parking Space which are hereby sold, transferred, conveyed and assigned as an indefeasible estate and shall not be sub-divided or partitioned by metes and bounds the same or any portion herein any manner whatsoever **TOGETHER WITH** the right of using of staircase, lift, entrance, electrical, plumbing and other installations for common utility, main entrance and other common facilities, commonly with the Vendor and/or other owners and occupiers of the said building, for the purpose of access to and from the main road **EXCEPTING AND RESERVING UNTO** the Vendor

such easement or quasi-easement right and privileges annexed with the building in First Schedule.

THAT THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASERS HERETO OF THE SAID FLAT AND CAR PARKING SPACE AS FOLLOWS :-

1. That the Vendor do hereby declare that they have good, valid and marketable title and absolute authority to grant, transfer and sell the flat in Second Schedule and Car Parking space in Third Schedule together with undivided proportionate share of land underneath of building in First Schedule, including the said flat and car parking space are free from all encumbrances, mortgages, charges, liens, lispenses and attachments.

2. That the Purchasers by this Deed will be the exclusive owner of the said flat and Car Parking space and will hold, possess, occupy and enjoy the said flat and Car Parking space for their own use and benefit without any interruption, lawful eviction and any claim and demand and will has exclusive right and absolute Ownership on the flat in Second Schedule and Car Parking space in Third Schedule will has right to sell, transfer, mortgage, assign, lease in any manner like other flat owners without any objection and interruption by the Vendor.

3. That the Purchasers will enjoy all common areas without causing disturbances in peaceful enjoyment of other owners of the flat and car parking space and will not do any act, causing disturbances and inconvenience to other occupants and inmates of the said building and will pay proportionate maintenance charges to the area of their flat as mentioned in the deed of sale to the Vendor, so long Owners' Association is not formed.

4. That the main gate of the building in First Schedule shall remain be closed outside the normal hours for security reason, but the Purchasers will not be refused to get access, and on request to the caretaker of the building, shall always get access.
5. That the Vendor, if required, at the cost of the Purchasers, hereto will execute or cause to be done or executed all such acts, deeds, things for more perfectly assuring the said flat in Second Schedule and Car Parking space in Third Schedule.
6. That the Owner/Vendor will not raise any objections or claim any amount for selling or transferring the Flat and Car Parking Space in future by the Purchasers at any value to any person or others.

THAT THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS:-

1. That the Purchasers shall and will at all times hereinafter indemnify and keep safe, harmless and indemnified the Vendor and their estate and undertake not to cause any damages at their own instance and /or willful damage of beam, column, main foundation on and all other common wall, common things, annexed with the building in First Schedule.
2. That the Purchasers will pay Municipal Tax of Flat by making mutation of their names in the Rajpur- Sonarpur Municipality entirely at their own risk and responsibility of the purchased flat but for non-payment of tax, other portion shall not be liable to the Rajpur- Sonarpur Municipality.
3. That the Purchasers will join in the Association for maintaining of building in First Schedule and will abide by all rules and regulations shall be framed by the body of Flat Owner's Association.

4. That the Vendor, being the Developer herein, reserved its rights for making further floors over and above the existing Ground plus Four Storied building and only in strict compliance of the sanctioned building plan by the Rajpur-Sonarpur Municipality also reserved its rights for ingress and egress through the stairs for carrying of goods, materials for the purpose of construction and also right of ingress and egress of men, mason and any person, for the purpose of construction and the Purchasers will not be entitled to raise any objection for purchasing proportionate land share of First Schedule.
5. That the Purchasers will pay proportionate cost of maintenance shall be fixed by the Vendor/Association, if framed, so long the Association is not formed, will pay the charges to the Vendor and in failure to pay the charges, shall be liable to the Association.
6. That if any service tax/other tax is imposed as on the date of registration of the instant Deed of Sale, the Purchasers will pay the same and other charges which may charge by the Rajpur- Sonarpur Municipality for mutation and other matters.
7. That the Purchasers will not close any Verandah, balcony and other portion and will not keep anything, articles in common area of the building, provided that the Purchasers will has right to fix grill cover installations of same design for safety and security of purchased flat. Any damage caused to the building or common area will be restored by the Purchasers or they shall be liable to pay necessary damage charges.
8. That the Purchasers at their own cost will maintain and decorate inside the purchased flat and Car Parking space they are not allowed to make any changes in respect to electrical wiring and plumbing wiring and car Parking space but the all exterior portion shall be maintained by the Vendor, so long Association is not formed.

9. That the Purchasers at their own cost will take separate meter for enjoyment of electric energy and pay charges, but for enjoyment of electricity in common areas, will pay proportionate charges.
10. That the Purchasers will use the flat in Second Schedule exclusively for residential purpose and Car Parking space in Third Schedule for garage of Car/Two Wheeler and for no other purpose.
11. That the Purchasers will not allow attaching and installing machinery and will not hang any machine or things from the beam or ceiling of Schedule flat and have right of fitting fan air conditioned machine, false ceiling and other electrical appliances only for domestic use without causing any damages of the same.
12. That the Purchasers will get water from the common over-head Tank on payment of maintenance charges, in default, decision of the Vendor and the Association shall be final and will be binding on the Purchasers. For non-payment of charges, if the supply is stopped, Purchasers will not be entitled to bring any action for the same either against the Vendor or Association, if formed.
13. That the Purchasers neither will allow nor allow throwing or accumulating any rubbish or other articles in any portion of the Building in First schedule, except the place will be determined by the Vendor/ association.
14. That the right of the purpose of common areas and roof of the 'said building' shall be enjoyed by all the owners, subject to right reserved by Vendor.

15. That the Purchasers as owners of the said flat and Car Parking Space shall use all common things, commonly with other owners and occupiers and the common service and common portion shall be considered as common.

16. That for inspection for maintaining common drains, pipes, electric connection and water connection for the common interest, shall be bound to allow the men of Association and Vendor in the flat of First Schedule.

17. That the agreement for sale between the parties shall stand repealed for all effective purpose except the request reserved by the Vendor without any cause that may be prejudicial to the Purchasers.

18. That the Purchasers will not affix any signboard, nameplate in the common portion or outside walls of the building but can display the decent nameplate on the outside of the main entrance of the Flat.

19. That the Purchasers for purchasing proportionate share of land, will not be entitled to claim any share, if any further construction is made by the Vendor. The right of further construction is reserved by the Vendor. The Purchasers will not be entitled to bring any legal action for the said construction, if permitted by the Authority.

20. That the Purchasers will not be entitled to raise any objection in displaying advertisement board and the Purchasers will not be entitled to claim any charge for the same. The Vendor shall realize the charge for the same.

21. That the Purchasers will not affix or draw any wires, cables, pipes from and to or through any common portion or outside walls of the building or other flat, but telephone line, cable line can be taken on unavoidable circumstances.

22. That the Purchasers will not be entitled to dug, excavate any portion of the common passage, without taking any written permission from the Authority/Vendor and also will not keep any vehicle, things, articles and will not create any obstruction in any manner in the enjoyment of owners and occupiers of the other flat owners.

23. That the Purchasers will also not be entitled to cut and remove any plant, tress, branch or trees by the side of the common passage without the permission of the Vendor or the Authority, to whom the charges are to be given by the Vendor.

24. That the Purchasers will not change the floor and will not do any act causing load to the building and will not plant any tree by storing earth on floor or in any other place of the building.

25. That the name of the building '**MAYFAIR ELITE**' shall not be changed.

THE FIRST SCHEDULE ABOVE REFERRED TO

(ENTIRE PREMISES)

ALL THAT piece and parcel of Danga/Bastu land measuring 32 (Thirty Two) Cottahs 13 (Thirteen) Chittacks 11 (Eleven) Sq.ft. be the same or a little more or less with Ground Plus Four Storied building standing thereon comprised in R.S. Khatian No. 181, L.R. Khatian Nos.115,723,327,413,453,580,614, corresponding to R.S Dag Nos. 262, 266, 267, 269, L.R. Dag Nos. 330,336,337,339, of Mouza- Elachi, J.L. No. 70, R.S. No. 223, Municipal Holding No. 8, Nalini Maitra Road, (amalgamated property of Premises No.8 Nalini Maitra Road containing with an area measuring 10 (Ten) Cottahs and 5 (Five) Chittacks and Premises No. 139, Musalman Para Road containing with an area measuring 1 (One) Bigha, 2 (Two) Cottahs, 8 (Eight) Chittacks and 11(Eleven) Sq.ft.) Ward No. 26, within Rajpur- Sonarpur

Municipality, Post Office- Narendrapur, Police Station- Sonarpur, Kolkata- 700103, District- 24 Parganas (South), which is butted and bounded as follows:-

ON THE NORTH	:	20 feet wide Common Passage
ON THE SOUTH	:	C.S Dag No. 265, C.S. Dag No. 269
ON THE EAST	:	23'-6" wide Nalini Maitra Road
ON THE WEST	:	20 feet wide Common Passage

This Property is near to Netajipally Road

THE SECOND SCHEDULE IMMOVABLE FLAT ABOVE REFERRED TO

WITHIN the First Schedule building, all that one complete residential flat, being Flat No....., measuring super built up area Square Feet be the same a little more or less on the Third Floor of Premises No.8, Nalini Maitra Road, within Ward No.26 under Rajpur- Sonarpur Municipality, Post Office- Narendrapur, Police Station – Sonarpur, Kolkata- 700103 District – South 24 Parganas, consisting of

as shown in the Plan, annexed herewith

and bordered '**RED**' therein, together with proportionate undivided impartible share of land underneath of the building, standing on First Schedule and all rights of common parts, area, path, passage, stairs, lift necessary for enjoyment of the flat butted and bounded as follows:-

ON THE NORTH	:	
ON THE SOUTH	:	
ON THE EAST	:	
ON THE WEST	:	

THE THIRD SCHEDULE CAR PARKING SPACE ABOVE REFERRED TO

ALL THAT one Car Parking space measuring an area 135 Square Feet more or less being No. on the Ground Floor of Premises No. 8, Nalini Maitra Road within Ward No.26 under Rajpur-Sonarpur Municipality, Post Office- Narendrapur, Police Station – Sonarpur, Kolkata- 700103, District – South 24 Parganas, as shown in the Plan, annexed herewith and bordered '**RED**' therein, together with proportionate undivided impartible share of land underneath of the building, and the right of ingress and egress from 23'-6" wide common passage to the Car Parking Space.

THE FOURTH SCHEDULE COMMON PORTION OF ALL FLAT OWNERS

1. The land underneath of the building, foundation, columns, supports, structures, beam, walls between the room, outer walls, main gate, septic tank / Sewerage connection, common passage and all other common things, installations, fittings, fixtures, which are essential for common enjoyment of flat in Second Schedule.
2. Staircase, Lift, corridors, Staircase/Lift landing space, lobbies in all floors and the privileges annexed with the building.
3. Drains from the building, connected with the Municipal drain or sewerage all pipes, connected from each of the flat to drain, rain water pipes and all installations and all wirings and connections including plumbing installations.
4. Water Reservoir made by the sub-mersible pump in the common space, water tank on the roof, and all water supply connection, connected from the roof tank to each flats.
5. Meter space in the Ground Floor, main switch, common meter and space for enjoyment and connected with each of the total and common area.

6. And all other common things, made for common use for all the flat owners of First Schedule.

THE FIFTH SCHEDULE MAINTENANCE AND MANAGEMENT

1. The cost of maintaining, replacing, white-washing, painting, decorating the main structure of the building, including the exterior thereof and in particular of the common portion of the roof, if any terraced landing and Staircase/lift of the building, rain water pipes, pumps, tubewell and electrical wire, sewerage, drains, and all other common parts of fixtures, fittings, installations and equipments in under or upon the building as enjoyed or used in common by the Occupiers thereof.
2. The cost of acquisition and other legal proceedings, the cost of cleaning and lighting the main entrance, passage, landing staircase, lift main walls and other parts of the building, as enjoyed or used in common by the Occupiers hereof.
3. The salaries bill collectors, chowkidars, plumbers, electricians, sweepers etc. if appointed by the Vendor/Association.
4. The cost of working repairs, replacement and maintenance of lights, pumps, and other plumbing works including all other service charges, for services rendered in common to all other occupiers.
5. The cost of arrangement of all facilities, annexed with the building in First Schedule, for common engagement of all flat owners.
6. All electricity charges payable in common for the said building.
7. Such other expenses including printing and stationary as also all litigation expenses incurred in respect of any dispute with the Rajpur-Sonarpur Municipality or any other legal Authority/Government/ Insurance Company in relation to the same as demanded by the Vendor or the Committee entrusted with the management and upkeep of the said building.

8. That the maintenance cost does not include maintenance/breakages/damages inside the apartment.

THE SIXTH SCHEDULE

THE RESTRICTION OF USER OF CAR PARKING SPACE

1. The Purchasers will use the Car Parking Space only for the purpose of Parking/garaging the car.
2. That the Purchasers will not repair the car and also will not use the car parking space as motor repairing garage.
3. That the Purchasers will not keep the car causing interference in peaceful user and enjoyment of the Owners of the other Car Parking Space.
4. That the Purchasers will not throw any chemicals, Petrol, diesel or any other inflammable articles on the floor.
5. That the Purchasers also will not be entitled to do any work causing interference in peaceful possession of others and also causing smoke pollution, sound pollution and nuisance in the said area.
6. That the Purchasers will use the car Parking space only for the purpose of keeping car and will not be allowed to stay any driver in the car parking space or any other person without the written permission from the Vendor or from the Authority to whom charges to be vested.
7. The Purchasers shall not do any acts, deeds or things which may cause disturbance to other car parking owners in any manner whatsoever and shall be bound to remove their car for the time being for free access and/or smooth ingress and egress of other cars.

IN WITNESSES WHEREOF the parties herein put each of their signatures, the day, month and the other year above written.

SIGNED IN PRESENCE OF:

WITNESSES:

1.

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE PURCHASERS

Drafted by me :

(APURBA KUMAR GHOSH)
Advocate
High Court, Calcutta.

Typed by:

(SUBRATA CHAKRABARTY)
10, Old Post Office Street,
Kolkata – 700 001

MEMO OF CONSIDERATION

RECEIVED Rs./- (Rupees) only from the Purchasers as entire consideration money for the said Flat and Car Parking Space sold hereby as per following Memo:-

<u>Cheque No.</u>	<u>Date</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>
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TOTAL

Rs.

(Rupees) only.

WITNESSES:

1.

2.

SIGNATURE OF THE VENDOR

DATED THIS DAY OF

BETWEEN

MAYFAIR PROPERTIES

...VENDOR

AND

1) **MR.**

2) **MRS.**

.....PURCHASERS

DEEED OF SALE

APURBA KUMAR GHOSH

ADVOCATE

10, OLD POST OFFICE STREET
THIRD FLOOR, ROOM NO. 80A
KOLKATA- 700 001.