

DEED OF CONVEYANCE

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

SRI DEBASISH MANDAL [PAN No-AIJPM2104N]] son of Balai Chandra Mandal, by faith Hindu, by nationality Indian, by occupation Business, residing at 217, K.N Chatterjee Street, P.O-Shyamnagar, P.S-Shyamnagar, Dist-North 24 Parganas, Pin Code-743127, hereinafter referred to as the **LAND OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns and/or nominees) of the **ONE PART**. **The LAND OWNER herein** is represented by his constituted attorney namely **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

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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 appointed by a registered deed of Development Power of Attorney registered at the office of the A.D.S.R Barrackpore, North 24 Parganas, copied therein in the Book No-1, Volume No-1505-2017, pages from 119860 to 119883, being the Deed No-150505339 for the year 2017.

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, 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**.

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NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

1) DESCRIPTION OF THE BUILDING COMPLEX CALLED AS “EASTERN AAHANA”-: It is a **G+4** storied Building for residential purpose constructed on the plot of land measuring about 10 Cottas- 03 Chittaks-11 Sq.ft . comprised in the L.R Dag No-4822 corresponding to the R.S Dag No-1143 in the L.R Khatian No-9452 corresponding to L.R Khatian No-4674 corresponding to the R.S Khatian No-1135 at Mouza-Noapara, J.L No-2, P.S-Noapara, within the Holding No-213, K.N Chatterjee Road, Ward No-04 of the Garulia Municipality, Dist-North 24 Parganas.

1.1- CONSTRUCTION OF THE BUILDING COMPLEX CALLED AS “EASTERN AAHANA” 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 AAHANA**.

2) SUBEJECT 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 AAHANA**” lying and situate on the plot of land admeasuring an area of 10 Cottas- 03 Chittaks-11 Sq.ft . comprised in the L.R Dag No-4822 corresponding to the R.S Dag No-1143 in the L.R Khatian No-9452 corresponding to L.R Khatian No-4674 corresponding to the R.S Khatian No-1135 at Mouza-Noapara, J.L No-2, P.S-Noapara, within the Holding No-213, K.N Chatterjee Road, Ward No-04 of the Garulia 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

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in the said building (**Said Property**).

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

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]. One Rani Bala Dasi wife of Netai Charan Ram alias Netai Charan Bas, since deceased had owned, seized and possessed various landed property including a plot of Bastu land measuring about 33.73 decimals comprised in the L.R Dag No-4822 corresponding to the R.S Dag No-1143 in the L.R Khatian No-4674 corresponding to the R.S Khatian No-1135 at Mouza-Noapara, J.L No-2, P.S-Noapara, Dist-North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever.

[b]. Subsequently said Rani Bala Dasi while alive by a registered deed of Gift dated 22/09/1965 registered and executed at the office of the Sub Registrar Barrackpore, copied therein in the Book No-1, Volume No-69, pages from 169 to 173, being the Deed No-5172 for the year 1969 has gifted along with her various other landed properties including the aforesaid plot of Bastu land measuring about 33.73 decimals comprised in the L.R Dag No-4822 corresponding to the R.S Dag No-1143 in the L.R Khatian No-4674 corresponding to the R.S Khatian No-1135 at Mouza-Noapara, J.L No-2, P.S-Noapara, Dist-North 24 Parganas unto and in favour of Sri Balai Chandra Mondal and Sri Subal Chandra Mondal who are the grand sons of said Rani Bala Dasi, absolutely and forever and said Sri Balai Chandra Mondal and Sri Subal Chandra Mondal both have accepted the said Gift cordially and taken possession of the said Gifted property accordingly free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever .

[c]. In consequence to the aforesaid deed of Gift said Sri Balai Chandra Mondal and Sri Subal Chandra Mondal both have owned, seized and possessed of ALL THAT the aforesaid plot of Bastu Land measuring about 33.73 decimals comprised in the L.R Dag No-4822 corresponding to the R.S Dag No-1143 in the L.R Khatian No-4674 corresponding to the R.S Khatian No-1135 at Mouza-Noapara, J.L No-2, P.S-Noapara, Dist-North 24 Parganas

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absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever.

[d]. That while possessing the aforesaid plot of land said Sri Balai Chandra Mondal and Sri Subal Chandra Mondal due to their more convenient possession have mutually partitioned their share over the said plot of land by meets and bound amicably and in consequences said Sri Balai Chandra Mondal has become the absolute owner, possessor and occupier of ALL THAT a plot of land measuring about 10 Cottas- 03 Chittaks-11 Sq.ft . comprised in the L.R Dag No-4822 corresponding to the R.S Dag No-1143 in the L.R Khatian No-4674 corresponding to the R.S Khatian No-1135 at Mouza-Noapara, J.L No-2, P.S-Noapara, within the Holding No-213, K.N Chatterjee Road, Ward No-04 of the Garulia Municipality, Dist-North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever.

[e]. Subsequently while possessing the aforesaid landed property said Sri Balai Chandra Mondal by a registered deed of Gift dated 04/10/2016 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-1505-2016, pages from 115560 to 115580, being the Deed No-150504578 for the year 2016 has gifted his aforesaid landed property being a Bastu plot of land measuring about 10 Cottas- 03 Chittaks-11 Sq.ft . comprised in the L.R Dag No-4822 corresponding to the R.S Dag No-1143 in the L.R Khatian No-4674 corresponding to the R.S Khatian No-1135 at Mouza-Noapara, J.L No-2, P.S-Noapara, within the Holding No-213, K.N Chatterjee Road, Ward No-04 of the Garulia Municipality, Dist-North 24 Parganas unto and in favour of his son namely Sri Debasish Mondal herein the **LAND OWNER** absolutely and forever and delivered possession thereof and said Sri Debasish Mondal herein the **LAND OWNER** has accepted the said gift and taken possession of the said gifted property from his father Sri Balai Chandra Mondal and has been possessing the same by paying all governmental dues free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever.

[f]. That in consequence to the aforesaid deed of Gift said Sri Debasish Mandal herein the **LAND OWNER** has become the absolute owner, possessor and occupier of the ALL THAT the aforesaid plot of Bastu Land measuring about 10 Cottas- 03 Chittaks-11 Sq.ft . comprised in the L.R Dag No-4822 corresponding to the R.S Dag No-1143 in the L.R Khatian No-4674 corresponding to the R.S Khatian No-1135 at Mouza-Noapara, J.L No-

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2, P.S-Noapara, within the Holding No-213, K.N Chatterjee Road, Ward No-04 of the Garulia Municipality, Dist-North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, lispences, claims and/or demands whatsoever.

[g]. That subsequently said Debasish Mandal herein the **LAND OWNER** has mutated his name in the L.R.R.O.R in the L.R Khatian No-9452 in respect of the aforesaid plot of land at the office of the Barrackpore-I, North 24 Parganas and has been possessing the same free from all encumbrances.

[h]. That in the aforesaid manner and procedure said Debasish Mandal herein the **LAND OWNER** has owned, seized and possessed of ALL THAT the aforesaid plot of Bastu Land measuring about 10 Cottas- 03 Chittaks-11 Sq.ft . comprised in the L.R Dag No-4822 corresponding to the R.S Dag No-1143 in the L.R Khatian No-9452 corresponding to the L.R Khatian No-4674 corresponding to the R.S Khatian No-1135 at Mouza-Noapara, J.L No-2, P.S-Noapara, within the Holding No-213, K.N Chatterjee Road, Ward No-04 of the Garulia Municipality, Dist-North 24 Parganas 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, lispences, claims and/or demands whatsoever.

3.2- CONTRACT OF AGENCY:-

3.2.a- REGISTERED DEVELOPMENT AGREEMENT :- A contract in the form of a registered Development Agreement executed in between the **LAND OWNER** and the **DEVELOPER** herein jointly called the **SELLER** on 29/12/2017 registered at the office of the A.D.S.R Barrackpore, North 24 Parganas, copied therein in the Book No-1, Volume No-1505-2017, pages from 119818 to 119859, being the Deed No-150505334 for the year 2017 whereby the **LAND OWNER** herein has contracted with the **DEVELOPER** herein to make development of his aforesaid plot of land by constructing a multi storied building as per the terms and conditions which includes the profit sharing ratio in between the parties morefully written and described therein in the said Development agreement.

3.2.b- REGISTERED DEVELOPMENT POWER OF ATTORNEY:- That simultaneous with the execution of the

aforesaid development agreement, the **LAND OWNER** herein has also executed one Development Power of Attorney on 29/12/2017 registered at the office of the A.D.S.R Barrackpore, North 24 Parganas, copied therein in the Book No-1, Volume No-1505-2017, pages from 119860 to 119883, being the Deed No-150505339 for the year 2017 appointing the **DEVELOPER** herein as his sole constituted attorney vesting with certain powers in connection of construction and sale of the house building project.

3.3.- SANCTION BUILDING PLAN AND CONSTRUCTION OF THE BUILDING NAMEDLY "EASTERN AAHANA"-: 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-.....** 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 AAHANA** " more fully described in the **First Schedule** hereinafter written, **AND**

3.4. OWNERSHIP OF BUILDING PREMISES-: Said Eastern Devcon Limited and Sri Debasish Mandal herein jointly called the **SELLER** are become the absolute and undisputed owner of said building premises called as "**EASTERN AAHANA**" lying and situate on the plot of land admeasuring an area of 10 Cottas- 03 Chittaks-11 Sq.ft . comprised in the L.R Dag No-4822 corresponding to the R.S Dag No-1143 in the L.R Khatian No-9452 corresponding to L.R Khatian No-4674 corresponding to the R.S Khatian No-1135 at Mouza-Noapara, J.L No-2, P.S-Noapara, within the Holding No-213, K.N Chatterjee Road, Ward No-04 of the Garulia 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**), **AND**

3.5- AUTHORITY AND POWER TO SALE-: That as per the contract of Agency created as per the aforesaid 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 AAHANA**” lying and situate on the plot of land admeasuring an area of 10 Cottas- 03 Chittaks-11 Sq.ft . comprised in the L.R Dag No-4822 corresponding to the R.S Dag No-1143 in the L.R Khatian No-9452 corresponding to the L.R Khatian No-4674 corresponding to the R.S Khatian No-1135 at Mouza-Noapara, J.L No-2, P.S-Noapara, within the Holding No-213, K.N Chatterjee Road, Ward No-04 of the Garulia Municipality, Dist-North 24 Parganas 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.

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 **Garulia 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, 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

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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 **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**

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AAHANA lying and situate on the plot of land admeasuring an area of 10 Cottas- 03 Chittaks-11 Sq.ft . comprised in the L.R Dag No-4822 corresponding to the R.S Dag No-1143 in the L.R Khatian No-9452 corresponding to the L.R Khatian No-4674 corresponding to the R.S Khatian No-1135 at Mouza-Noapara, J.L No-2, P.S-Noapara, within the Holding No-213, K.N Chatterjee Road, Ward No-04 of the Garulia Municipality, Dist- North 24 Parganas 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 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

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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 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

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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 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, matters, for further or more perfectly assuring the title of the “**said property**”.

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FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a **G+4** storied Building **for residential purpose** called "EASTERN AAHANA" constructed on the plot of land measuring about 10 Cottas- 03 Chittaks-11 Sq.ft . comprised in the L.R Dag No-4822 corresponding to the R.S Dag No-1143 in the L.R Khatian No-9452 corresponding to L.R Khatian No-4674 corresponding to the R.S Khatian No-1135 at Mouza-Noapara, J.L No-2, P.S-Noapara, within the Holding No-213, K.N Chatterjee Road, Ward No-04 of the Garulia Municipality, Dist-North 24 Parganas., **which is butted and bounded by-**:

By the North:-14'ft wide K.N Chatterjee Street/Road

By the South:- Lokenath School.

By the East -: L & B of Kumar Deb Mondal.

By the West -: L.& B of Gopal Dey and Sri Goutam Chatterjee.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the land)

ALL THAT a plot of **Bastu land measuring about** 10 Cottas- 03 Chittaks-11 Sq.ft including a two storied building ground floor of which is measuring about 645 Sq.ft and First Floor is measuring about 708 Sq.ft comprised in the L.R Dag No-4822 corresponding to the R.S Dag No-1143 in the L.R Khatian No-9452 corresponding to L.R Khatian No-4674 corresponding to the R.S Khatian No-1135 at Mouza-Noapara, J.L No-2, P.S-Noapara, within the Holding No-213, K.N Chatterjee Road, Ward No-04 of the Garulia Municipality, Dist-North 24 Parganas which is butted and bounded as follows-:

By the North:-14'ft wide K.N Chatterjee Street/Road

By the South:- Lokenath School.

By the East -: L & B of Kumar Deb Mondal.

By the West -: L.& B of Gopal Dey and Sri Goutam Chatterjee.

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 the

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.....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 AAHANA**" 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 water tanks and connection.

3.- The PURCHASER will have absolute and unfettered right of user of and right of keeping, raising

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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 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

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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.

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

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

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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 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.

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The respective owners of the said building complex called **EASTERN AAHANA** 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.

2.

SIGNATURE OF THE PURCHASER

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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	Chaques	Bank	Branch	Amount
1.					

Total Rs./- Only

WITNESSES:-

1.

2.

SIGNATURE OF THE SELLER/VENDOR.

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