

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this day of, 2018 / 2019 (Two Thousand Eighteen / Nineteen) **BETWEEN MR. SIRAJ KHAN**, PAN AEWPK6148M, ADHAR Card No.697890390575, son of Jalil Khan, by faith or religion – Muslim, Nationality – Indian, by occupation –Business, residing at Village – Santipur, P.O. Mecheda, P.S. Kolkaghat, District – Purba Midnapur, PIN 721 137, - represented by the constituted attorney, namely, **M/S. BANGBHUMI REALBUILDERS LLP**, PAN AAQFBS458F, A Limited liability Partnership Firm, having its registered office at 27, Skakespeare Sarani, front building 5th floor, P.S. Shakespeare Sarani, Kolkata – 700 017 and sole, only and absolute Partners of said Partnership Firm, are, 1) **MR. SANJAY KUMAR PARAKH**, PAN AESPP2047J, ADHAR Card No 984449867573, son of Mr. Sampat Mal Parakh, residing at 24, Lee Road, Kolkata – 700 020 and 2) **SRI PRAKASH CHAND KOTHARI**, PAN AAUPK1462A, ADHAR Card No 665622627577 son of Late Bahadur Singh Kothari, Kolkata – 700 017, hereinafter referred to the **OWNER /VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, legal representative, administrators and assigns) of the **FIRST PART**.

AND

SRI/SMT., PAN No., ADHAR CARD No., Phone No....., son of/wife of/daughter of Sri/Late, residing at, P.O., P.S., District, PIN, hereinafter referred to as the '**PURCHASER/VENDEE**' (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, successors, executors, legal representatives and assigns) of the **SECOND PART**.

AND

M/S. BANGBHUMI REALBUILDERS LLP, PAN AAQFBS458F, A Limited liability Partnership Firm, having its registered office at 27, Skakespeare Sarani, front building 5th floor, P.S. Shakespeare Sarani, Kolkata – 700 017, represented by its partners, namely, 1) **MR. SANJAY KUMAR PARAKH**, PAN AESPP2047J, ADHAR Card No 984449867573, son of Mr. Sampat Mal Parakh, residing at 24, Lee Road, Kolkata – 700 020 and 2) **SRI PRAKASH CHAND KOTHARI**, PAN AAUPK1462A,ADHAR Card No 665622627577 son of Late Bahadur Singh Kothari, Kolkata – 700 017, hereinafter referred to the **DEVELOPER/CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its partners, successors-in-office, executors, administrators, legal representative and assigns) of the **THIRD PART**.

WHEREAS the Owner/Vendor herein (for the sake of brevity hereinafter referred to as '**said First Part**') owns, acquires, seizes, possesses and otherwise well and sufficiently entitled to, solely and absolutely, by way of purchase by several registered deeds-of-conveyance, all executed and registered with and before the District Sub registrar – I, Purba Midnapore, **ALL THAT** the pieces and parcels of land area containing an area altogether admeasuring by an estimation 1.4926 Acres, be the same a little more or less, lying and situated at Mouza – Padumbasan, P.S. Tamluk, J.L. No. 144, District – Purba Medinipur comprised in (1) R.S. Dag No. 405 in R.S. Khatan No. 303, (2) R.S. Dag No. 420 (3) R.S. Dag No. 421 both in R.S. Khatan No. 63/1, (4) R.S. Dag No. 416, (5) R.S. Dag No. 417, (6) R.S. Dag No. 418, (7) R.S. Dag No. 419, all appertaining to R.S. Khatian No. 885, (8) R.S. Dag No. 408, (9) R.S. Dag No. 409, both in R.S. Khatan Nos. 656 and 662 which, subsequently, in L.R. Operation under the West Bengal Land Reforms Act, 1955, converted and renumber as (1) L.R. Dag No. 4424 in L.R. Khatian No. 8797, area 0.0100 Acre out of total area 0.0900 Acre, (2) L.R. Dag No. 4425 in L.R. Khatian No. 8797, area 0.0725 Acre out of total area 0.1450 Acre, (3) L.R. Dag No. 4426 in L.R. Khatian No. 8797, area 0.1401 Acre out of total area 0.1401 Acre, (4) L.R. Dag No. 4427 in L.R. Khatian No. 8797, area 0.1500 Acre out of total area 0.1500 Acre, (5) L.R. Dag No. 4433 in L.R. Khatian No. 8797, area 0.5100 Acre out of total area 0.5100 Acre, (6) L.R. Dag No. 4434 in L.R. Khatian No. 8797, area 0.4800 Acre out of total area 0.5100 Acre, and , (7) L.R. Dag No. 4436 in L.R. Khatian No. 8797, area 0.1300 Acre out of total area 0.1400 Acre, which more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and for the sake of brevity hereinafter referred to as '**the Said land**'.

Sl. No.	Deed No. Date Registry office	R. S. Dag No.	R.S. Khatian No.	L.R. D3.ag No.	L.R. Khatian No.	Area in decimal
1	7815/18. 11. 14 DSR – I, Purba Medinipore	405	303	4436	8797	2.5
2	2912/14. 07. 14 DSR – I, Purba Medinipore	420 421	63/1 63/1	4424 4425	8797	1.0 7.25
3	5715/29. 08. 14 DSR – I, Purba Medinipore	416 & 417	885	4426	8797	2.50
4	5716/29. 08. 14 DSR – I, Purba Medinipore	416 & 417	885	4426	8797	2.50
5	3634/29. 08. 14 DSR – I, Purba	416 & 417	885	4426	8797	5.00

	Medinipore					
6	5671/28.08. 14 DSR – I, Purba Medinipore	418 & 419	885	4427	8797	5.00
7	3661/28. 08. 14 DSR – I, Purba Medinipore	418 & 419	885	4427	8797	5.00
8	448 / 20. 01. 14	405, 408 & 409	656 & 652	4434 &4433	8797	22.31
	448 / 20. 01. 14				8797	6.380
	448 / 20. 01. 14	405,408 & 409	656 & 652	4434 &4433	8797	22.312
	DSR – I, Purba Medinipore	405, 408 & 409	656 & 652	4434 &4433		
9	5667/28. 08. 14 DSR – I, Purba Medinipore	409	656	4433	8797	15.667
10	3633/28.08. 14 DSR – I, Purba Medinipore	409	656	4433	8797	15.667
11	6504/29. 08. 16 DSR – I, Purba Medinipore	405	303	4434 & 4436	8797	3.00
12	6502/29. 08. 16 DSR – I, Purba Medinipore	405	303	4436	8797	4.50
13	6503/29. 08. 16 DSR – I, Purba Medinipore	405	303	4436	8797	4.00
14	5982/11. 08. 16 DSR – I, Purba Medinipore	418 & 419	885	4427	8797	5.00
15	5983/11. 08. 16 DSR – I, Purba Medinipore	416 & 417	885	4426	8797	2.50
16	5985 / 11. 08. 16 DSR – I, Purba Medinipore	416 & 417	885	4426	8797	2.50
17	5870/08. 08. 2016 DSR – I, Purba Medinipore	409	656	4433	8797	15.667

AND WHEREAS said First Part mutated and recorded his name in respect of the said land in the record-of-rights prepared under the relevant provisions of the West Bengal Land Reforms Act, 1955 and a separate L.R. Khatian has been open in his name being L.R. Khatian No. 8797 containing the said land. Accordingly said First Part has paid up to date Tax or Khazana in respect of said entire land as payable to the Collector, Purba – Medinipur through or represented by the Block Land and Land Reforms Officer, Tamluk.

AND WHEREAS the District Land & Land Reforms Officer, Purba – Medinipur by Order No. 1266 dated 11.05.2017 has accorded permission to the First Part, under Section 4C of the West Bengal Land Reforms Act, 1955, to convert the said land into 'Housing Complex'.

AND WHEREAS Competent Authority in office of the Chief Executive Officer, Haldia Development Authority, also granted permission to the First Part under Section 46 of the West Bengal Town and Country (Planning and Development) Act, 1979 under Memo No. 2113 (112) / HDA /VII-L-53 / II(P-II) dated 19.01.2017, to develop the said land into multi-storied Building.

AND WHEREAS the said land thus became free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions trusts of whatsoever and howsoever nature on the other hand it has been established lawfully and undisputedly that the Owner has acquired good marketable title having constructive peaceful possession of the said land in its entirety which, in all respect, stands fit, suitable and ready for development for both commercial and residential uses even by way of construction of building and buildings in compliance with the sanctioned building plans as sanctioned by the sole and only competent authority under the law.

AND WHEREAS, in the meantime, by desiring to develop the said land into a multi-storied housing-cum-commercial complex by joint venture with a sufficiently reputed Developer or Promoter particularly having enough experience in construction of buildings, the First Part met, approached, requested and proposed the Developer/Confirming Party herein (for the sake of brevity hereinafter referred to as '**said Third Part**') to accept his offer as well as proposal to develop the said entire land into a multi-storied housing-cum-commercial complex by joint venture. By responding to said offer of the First Part and, later, after verification of the title of the First Part in respect of the said land, the Third Part was agreed with said proposal and offer of him and in a bid to start development of the said land into a multi-storied housing-cum-commercial complex within a short date, both upon agreement on the terms and conditions which was settled on detailed discussions and in consultation with each other, said First Part and the Third Part immediately entered into a 'Development agreement' involving the said land and said agreement was executed and registered with the A.R.A. III, Kolkata on 28th day of February, 2017, recorded in Book No. I, Volume No. 1903-2017, Pages from 12749 to 12816, Being No. 190300375 for the year 2017, and, simultaneously, to empower and authorise legally and lawfully to the Third Part mainly to do and perform all works and partake in all

development activities on behalf of him, the First executed a Power-of-attorney in favour of the Third Part which was also registered with the ARA III, Kolkata on same date and recorded in Book No. IV, Volume No. 1903-2017, Pages from 26570 to 26600, Being No. 190301054 for the year 2017.

AND WHEREAS it is, thus, a settled position of law that pursuant to aforesaid development agreement also with the strength of aforesaid Power-of-attorney, the said Third Part is lawfully empowered, authorised and entitled to himself also by representing the First Part, to enter into agreements for sale even to sell of flats, shops, car parking spaces/spaces of commercial uses/ spaces of residential uses within Third Part's allocation as particularly mentioned and recorded in the said development agreement to the intending buyers and/or prudent and prospective purchasers by receiving due consideration money by giving proper receipt thereof. It is also settled position of law in case the First Part so agrees and desires to sell the First Part's allocations which also specifically mentioned in the said development through or by the Third Part, in that even the Third Part shall do the same similarly and identically. Both First Part and Third Part were agreed and decided that the purchasers shall be given photocopies of said development agreement and power of attorney duly signed by them which shall be used and treated as the part and parcel of each purchaser's document of transfer of respective individual flat/shop/car parking space/space of commercial uses/space of residential uses/space of other uses as per the building plan or plans duly sanctioned by the concerned competent authority and authorities under the law or laws, for the sake of brevity hereinafter referred to as the '**said individual and single unit**'. More so, the common areas, joint facilities, privileges, advantages and benefits also joint obligations as to be performed by each and every purchasers also mentioned and recorded in said development agreement for strict compliance which always shall be the reference in case any dispute regarding or involving any of said issues arises. However, it is also mandatory that, if any such dispute or any dispute of any kind or nature arises relating to the project, shall immediately be placed and put into the notice of the Third Part who upon discussion and in consultation with the protester or protesters will solve and sort out the dispute and disputes amicably, reasonably which shall have legal force and binding upon the parties. Thus one of the objects of delivery of copies of aforesaid development agreement and power of attorney is, to keep the purchasers aware about their statutory entitlements in the project also their obligations as a whole for smooth running and completion of the project perfectly undisputedly and without any error of fault and to keep warm and loving relationship between the Third Part and the purchasers in the project avoiding unnecessary occurrence of annoyance.

AND WHEREAS pursuant to said Development Agreement also by virtue and with the strength of said Power of Attorney, the Third Part prepared Building Plans and have got the plans sanctioned by the competent authority in office of the Chief Executive Officer, Tamralipta Municipality being Sanctioned Plan dated 19/12/2017.

AND WHEREAS after getting said Building Plans sanctioned, the Third Part started development of the said land by construction of Multi-storied Building of both housing and commercial uses and called upon the genuinely interested buyers or prospective and prudent purchaser in acquiring flats/shops/commercial units/car parking spaces in the said Multi-storied Building.

AND WHEREAS in the meantime, the Purchaser/Vendee (for the sake of brevity hereinafter referred to as '**said Second Part**') became interested to own and acquire a flat/shop/commercial unit/ car parking space in the said Multi-storied Building and met the Third Part for collection of relevant documents and photocopies of required records duly signed by the Third Part for verification of Title of the said land and causing all necessary searches in the concerned offices of both Central Government and the Government of west Bengal which include offices and departments of concerned statutory authorities and Local Bodies also for necessary searches in concerned competent courts-of-law or laws.

AND WHEREAS thereafter, after expressing full satisfaction and getting full knowledge and detail required information duly verified personally and engaging experts on subjects pertaining with the project particularly development of the said land into a Multi-storied Building, the Second Part approached and requested the Third Part desiring to purchase **ALL THAT** the Flat/Shop/Car Parking Space/Commercial Space being individual single 'Unit No.....' on the Floor of the Multi-storied Building, named 'TAMLUK DOWNTOWN ENCLAVE', constructed on the portion of the said land described in the **FIRST SCHEDULE** hereinabove written having a super built up area of Sq. Ft., be the same a little more or less, **TOGETHER WITH** the undivided proportionate variable share in the common parts, portions, areas, facilities, privileges, advantages, benefits and amenities of the said Multi-storied Building **TOGETHER WITH** the undivided proportionate variable impartible share in the said land underneath the said Multi-storied Building attributable thereto. Also the right to use one number of Car Parking Spaces of the Complex, for the sake of brevity hereinafter referred to as 'said individual and single unit', more fully and particularly described in the '**SECOND SCHEDULE**' hereunder written, at and for a total consideration of a sum of Rs...../- (Rupees.....) only being the proportionate cost of constructions together with the cost of undivided proportionate ownership, variable, impartable shares in common areas, common privileges with other common advantages, benefits, entitlements, amenities and things and places of enjoyments in said multi-storied building.

AND WHEREAS both First Part and the Third Part after due consideration on aforesaid issue of approach and request of the Second Part to purchase said individual and single unit, were finally agreed to sell the same unto and in favour of the Second Part at and for a total consideration of a sum of Rs...../- (Rupees.....) only being the proportionate cost of constructions together with the cost of undivided proportionate ownership, variable, impartable shares in common areas, common privileges with other common advantages, benefits,

entitlements, amenities and things and places of enjoyments in said multi-storied building.

AND WHEREAS the Developer/Confirming Party, that is, the Third Part, has, meanwhile, constructed a Multi-storied Building consisting of several residential flats, commercial spaces, office-spaces, shops, car-parking spaces in the said Multi-storied as per sanctioned-building-plan duly sanctioned by the sole and only competent authority under the law.

AND WHEREAS by an Agreement for Sale dated, **2018/2019**, made by and between the Vendor, represented by the Developer and the Purchaser also the Developer itself as the Confirming Party and thereby it was agreed by the parties thereto that the both Vendor along with the Developer shall sell and the Purchaser shall purchase **ALL THAT** the residential flat/commercial space/office-space/shop/car-parking space being **No.** **situated on** **Floor**, in the said Multi-storied Building Complex, named, ".....", measuring a super-built-up area of Sq. Ft. and covered area of **Sq. Ft.** (and hereinafter referred to as the 'said Individual Single Unit') more fully and particularly described and mentioned in the **SECOND SCHEDULE** hereunder written together with common parts and portions together with proportionate share and interest in the said land described in the **FIRST SCHEDULE** at and for the total consideration of **Rs...../- (Rupees)** only.

NOW THIS INDENTURE WITNESSETH that the **VENDOR** doth grant, sell, convey, transfer, assure and assign unto and in favour of the Purchaser **ALL THAT** the Flat/Shop/Car Parking Space/Commercial Space being individual single 'Unit No.....' on the Floor of the Multi-storied Building, named 'TAMLUK DOWNTOWN ENCLAVE' of the Complex known as '.....', constructed on the portion of the said land described in the **FIRST SCHEDULE** hereinabove written having a super built up area of Sq. Ft., be the same a little more or less, **TOGETHER WITH** the undivided proportionate variable share in the common parts, portions, areas, facilities, privileges, advantages, benefits and amenities of the said Multi-storied Building more fully and particularly mentioned in the **THIRD SCHEDULE** hereunder written, subject to payment of Common Expenses mentioned in **FOURTH SCHEDULE** hereunder written **TOGETHER WITH** the undivided proportionate variable impartible share in the said land underneath the said Multi-storied Building attributable thereto. Also the right to use one number of Car Parking Spaces of the Complex, for the sake of brevity hereinafter referred to as 'said individual and single unit', more fully and particularly described in the **SECOND SCHEDULE** hereunder written and also shown in the map or plan annexed hereto by **RED** border at and for a total consideration price of Rs./- (Rupees) only paid by the PURCHASER to the DEVELOPER/CONFIRMING PARTY, that is, the Third Part who is also lawfully representing the VENDOR, that is, the Third Part, doth hereby acknowledge receipt thereof and hereof mentioned in detail and specifically and particularly in the **MEMO OF CONSIDERATION** hereunder written, admit and acknowledge, and the DEVELOPER/CONFIRMING PARTY hereby, in the manner and with lawful authority as mentioned and explained by supporting valid and legal registered records and

documents as aforesaid, confirmed, concur the said Sale in favour of the PURCHASER and the VENDOR thus jointly with the DEVELOPER doth hereby grant, sell, convey, transfer, assign and assure unto the said PURCHASER TO HAVE AND TO HOLD ALL THAT property mentioned in the **SECOND SCHEDULE** hereunder written and the reversion or reversions, remainder or reminders and the rents, issues and profits and all the estate, right, title, interest, property, claim and demand whatsoever of the VENDOR unto and upon the said property and all other benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed to be AND TOGETHER WITH all rights, liberties and appurtenances whatsoever to AND UNTO the PURCHASER free from all sorts of encumbrances, trust, lien, lispendens, demands and attachments whatsoever and subject to the easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the premises pertaining to the said property and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed absolutely and forever in compliance of covenants hereunder written AND ALSO SUBJECT TO the PURCHASER'S paying and discharging all proportionate taxes, impositions and other common expenses relating to the premises from the date of possession.

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER as follows;

1. That the Purchaser doth hereby covenant with the VENDOR also the DEVELOPER that he/she has been fully satisfied on his/her personal verification, scrutiny of all records and materials with the help of the experts in the matters and subjects, the said individual single unit has been sold to him/her and possession thereof has been delivered and handed over to him/her to the extreme and highest satisfaction of him/her and made by complying all statutory formalities perfectly and by due processes of law in all and every respect and/she has no occasion to raise any dispute or complain on even any minor single issue or matter and/or thing of any type or kind relating to all matters in respect of purchase of his/her said individual single unit by this Indenture of sale and/or conveyance.
2. That the Purchaser doth hereby further covenant with the VENDOR also the DEVELOPER that after delivery of the said individual single unit mentioned in the SECOND SCHEDULE hereunder written, the Purchaser shall not make any changes whatsoever nor erect any wall, partition nor shall change the location of the gate and shall not make any change to the load bearing wall effecting horizontal and vertical support of the building in respect of the said individual single unit mentioned in the SECOND SCHEDULE hereunder written and shall keep the Vendor also the DEVELOPER indemnified at all times for such changes and shall be liable for all the damages caused by such action.
3. That the Purchaser doth hereby also covenant with the VENDOR also the DEVELOPER that he/she shall be liable to pay Municipal and Local Body Taxes, all

other rates, taxes and other impositions of the Municipality and Local or Statutory Body or Bodies and Establishment and Establishments, both Central and State Government Offices and also maintenance charges from the date of taking possession of the SECOND SCHEDULE property and the taxes will be proportionately paid for the Purchaser's portion to the DEVELOPER and/or Managing Committee in the said Building up to the date of separate mutation of the said individual single unit.

4. That the Purchaser doth hereby again covenant with the VENDOR also the DEVELOPER that after getting possession of the said SECOND SCHEDULE property, the PURCHASER shall be bound and liable to pay the cost and charges for maintenance of common spaces, water supply, sweeper, care-taker, common electricity etc., proportionately with the other unit owners of the said building.

5. That the PURCHASER and/or his/her servants, agents and/or assigns shall not obstruct or cause any obstruction in the common areas mentioned in THIRD SCHEDULE herein, nor store therein any rubbish or other materials, goods or furniture nor shall do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common parts, the common amenities and the common conveniences of the building be in any way prejudicially affected or hindered.

6. That the PURCHASER shall not allow any occupier in the said SECOND SCHEDULE property to demolish or remove or cause to be demolished or removed any structures, roofs, ceilings, walls, doors and windows in or about the said individual single unit PROVIDED that nothing herein contained shall prevent the PURCHASER or the occupier to decorate the said individual single unit and/or repair the same and/or repair and/or replace any fixture and fittings, doors, and windows and to effect such other repairs as may be necessary for the use, occupation and/or enjoyment of the said unit after possession is handed over to the PURCHASER.

7. That the PURCHASER shall maintain at his/her own costs the said SECOND SCHEDULE property acquired by the PURCHASER in the same good condition, state in which the same has been delivered to the PURCHASER and shall be solely responsible to and abide by and comply with all laws, bye-laws, rules and regulations of the Central and State Government, Municipality, Local Body, and/or any other authorities and shall attend, answer and be responsible for all deviations, violations and breach of any of the conditions of laws, rules and/or regulations and shall observe and perform all the terms and conditions herein contained. The PURCHASER shall not make any structural addition or alteration in the said Unit or erect brick partition after possession is handed over to the PURCHASER.

8. That the Purchasers may apply if necessary for new electric connection from West Bengal State Electricity Limited otherwise they shall only be entitled to connection of electricity by sub meter by the Vendor/Developer from the bulk meter provided by

West Bengal State Electricity Limited in the premises and expenses and security thereof and other charges and costs shall be borne solely by the Purchasers.

9. That the PURCHASER shall not keep nor store in the said SECOND SCHEDULE property any inflammable or combustible articles such as explosives, chemicals, films or any other articles such as hides or manures of food grains or any other articles giving an offensive smell nor shall the PURCHASER do anything which shall be or constitute any nuisance or annoyance to the occupiers of the other units in the said building.

10. That the PURCHASER shall not use the said SECOND SCHEDULE property or any portion thereof in such manner which may be or is likely to cause nuisance or annoyance to the occupiers of the other Flats/Offices/Shops/Commercial Spaces/Car Parking Spaces in the said building or the owners or occupiers of adjoining or neighboring properties nor shall use the same for any illegal or immoral purpose.

11. That the PURCHASER shall not throw or accumulate any dirt, rubbish, garbage or refuse or permit the same to be thrown or allow the same to be accumulated in the premises or in the compound or any portion of the building and shall not have right to burn coal, coke or charcoal in the common areas in the said property.

12. From the date of delivery of possession of the said SECOND SCHEDULE property, the PURCHASER shall pay the proportionate share towards all the outgoing in respect of the said property and also for the proportionate share of monthly maintenance charges and for service and maintenance of the common parts, the common amenities, the common easements etc. and also pay the proportionate share separately of the other taxes or outgoing to be levied in respect of the said property.

13. Save and except in respect of the SECOND SCHEDULE property together with undivided proportionate share or interest in the land applicable to the floor space sold by the VENDOR and the DEVELOPER herein and save and except the rights in the said individual single unit together with the rights and benefits of the common parts, the common easements, quasi-easements, benefits, privileges and advantages appertaining thereto conveyed or granted under these presents, the PURCHASER shall have no claim or right of any nature on the said building and/or the said Unit nor any right to make structural alteration nor to alter or modify the situation and location of the toilets, doors, windows, and grill etc. without due sanction.

14. The PURCHASER shall not be entitled to put any sign board or advertisement on any part of the said building and also in the corridors, common passages, the outer walls and/or the parapet walls thereof or enclose in any manner any of the other areas of the said premises more fully and particularly described in the FIRST SCHEDULE hereunder written, save and except the places and/or areas provided by the Vendor in the said Multi-storied building.

AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

1. That the interest which the VENDOR and the DEVELOPER doth profess to transfer subsist and that the VENDOR and the DEVELOPER both have the sole right, absolute authority and full power to grant, covey, transfer, assure the property including the undivided proportionate impartible share in said land and common areas and facilities free from all encumbrances.
2. That the PURCHASER shall have absolute and unfettered proprietary right to the said property such as the VENDOR and the DEVELOPER both derive from their right, title and interest save and except demolishing and committing waste in respect of the property.
3. That the PURCHASER shall have right of execution, repairing, replacing, painting of the doors, windows, insider decoration of the said property provided any such acts does not cause any obstruction or nuisance to the other inhabitants of the said premises.
4. That the PURCHASER being the absolute owner in respect of the said individual single unit shall have the right to sell, mortgage, lease or otherwise alienate the property hereby conveyed without interference of any other person or persons.
5. That the PURCHASER with the other owners of the said premises shall cooperate to maintain and protect the building premises.

THE PURCHASER FURTHER DOTH HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER as follows:

1. That the PURCHASER neither have nor shall claim from the VENDOR and the DEVELOPER or from the other owners of the said MULTISTORIED BUILDING and premises any right, title and/or interest in any other part or portion of the said building/ premises save and except the property hereunder conveyed with right of common users and facilities.
2. That the PURCHASER shall not at any time claim partition of the undivided proportionate share in the land of the common portion and common areas and facilities.
3. That the PURCHASER shall use the said individual single unit hereby sold to him/her only for residential/Commercial purpose.
4. That the PURCHASER shall be liable to pay proportionately all common charges and taxes, Municipal taxes and levies and outgoings maintenance and repairs of common portions and repairs and painting of the outer walls of the building and other expenses necessary for up-keep of the said building.

5. That the PURCHASER shall get mutated in the records of the concerned Municipal Authority and shall pay all taxes and impositions along with the proportionate common expenses and in respect of taxes on the entire building and premises and water charges, other taxes and impositions.

6. That the PURCHASER has inspected the said property and its measurement and construction and finishing and inspected all doors, windows and fittings and attachments and connections of water, electricity and drainage and sewerage etc. and have got himself satisfied in all respect and agree to have and receive the possession of the property in a good condition and has got no objection thereto and the PURCHASER shall not claim any other common areas save and except all that has been provided hereunder in **SECOND SCHEDULE**.

6. That the PURCHASER shall become a member of the Association or Organization which is responsible for the management and collection of maintenance of the building along with other owners of other portions of the building, and the PURCHASER shall pay proportionate Municipal Taxes and Impositions and service charges of the building from the date of delivery of possession of the said individual single unit.

7. That the PURCHASER SHALL SPECIALLY AND PERFECTLY do, perform or carry out or undertake the acts and/or actions which are more specifically mentioned and described as Purchaser's mandatory and statutory obligations mentioned particularly and in detail hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO :
(the said land)

ALL THAT the pieces and parcels of land area containing an area altogether admeasuring by an estimation 1.4926 Acres, be the same a little more or less, lying and situated at Mouza – Padumbasan, J.L. No. 144, P.S. Tamluk, within the local limit of Tamrolipta Municipality, in the district of Purba Medinipur comprised in (1) R.S. Dag No. 405 in R.S. Khatan No. 303, (2) R.S. Dag No. 420 (3) R.S. Dag No. 421 both in R.S. Khatan No. 63/1, (4) R.S. Dag No. 416, (5) R.S. Dag No. 417, (6) R.S. Dag No. 418, (7) R.S. Dag No. 419, all appertaining to R.S. Khatian No. 885, (8) R.S. Dag No. 408, (9) R.S. Dag No. 409, both in R.S. Khatan Nos. 656 and 662 which, subsequently, in L.R. Operation under the West Bengal Land Reforms Act, 1955, converted and renumber as (1) L.R. Dag No. 4424 in L.R. Khatian No. 8797, area 0.0100 Acre out of total area 0.0900 Acre, (2) L.R. Dag No. 4425 in L.R. Khatian No. 8797, area 0.0725 Acre out of total area 0.1450 Acre, (3) L.R. Dag No. 4426 in L.R. Khatian No. 8797, area 0.1401 Acre out of total area 0.1401 Acre, (4) L.R. Dag No. 4427 in L.R. Khatian No. 8797, area 0.1500 Acre out of total area 0.1500 Acre, (5) L.R. Dag No. 4433 in L.R. Khatian No. 8797, area 0.5100 Acre out of total area 0.5100 Acre, (6) L.R. Dag No. 4434 in L.R. Khatian No. 8797, area 0.4800 Acre out of total area 0.5100 Acre, and , (7) L.R. Dag No. 4436 in L.R. Khatian No. 8797, area 0.1300 Acre out of total area 0.1400 Acre.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(the said individual single unit)

ALL THAT the Flat/Shop/Car Parking Space/Commercial Space being individual single 'Unit No.....' on the Floor of the Multi-storied Building, named 'TAMLUK DOWNTOWN ENCLAVE' of the Complex known as '.....', constructed on the portion of the said land described in the **FIRST SCHEDULE** hereinabove written having a super built up area of Sq. Ft., be the same a little more or less, **TOGETHER WITH** the undivided proportionate variable share in the common parts, portions, areas, facilities, privileges, advantages, benefits and amenities of the said Multi-storied Building **TOGETHER WITH** the undivided proportionate variable impartible share in the said land underneath the said Multi-storied Building attributable thereto also the right to use one number of ... Car Parking Spaces of said Multistoried Building Complex.

THE THIRD SCHEDULE:

(Common Portions Common to the Co-owners of the said Building)

1. AREA:
 - a. Open and/or Covered paths and passages;
 - b. Lobbies, staircases, lift, wells, and landings;
 - c. An office room for the Company; and OTHER SPACES for installing lift, machinery pumps, and other common installations mentioned hereinafter PROVIDED THAT the terrace shall not be deemed to be a common portion except for the right to have the water reservoir, cooling towers, water softening plant and T.V. Antenna installed on such portion thereof as be demarcated by the Vendors from time to time.
2. WATER AND PLUMBING: Water Pumps, Water Reservoirs, Water Tanks, Water pipe (save those inside any unit) and tubewell.
3. ELECTRICAL INSTALLATIONS: Wiring and accessories for lighting of the common parts and wiring from the electrical sub-station to one point inside or at the main gate of each unit.
4. LIFT INSTALLATION: The lift machinery, lift cages and accessories.
5. DRAINS etc: Drains, sewers and pipes.
6. OTHER Common areas and installations and/or equipment as are provided in the building for common use and/or enjoyment.

THE FOURTH SCHEDULE:

(Common Expenses)

1. MAINTENANCE: All expenses for maintaining, operating, white washing, painting, renovating and replacing and common portions including the outer walls of the building.
2. OPERATION: All expenses for running and operating all machinery, equipment's and installations in the common portions including the lift, water pumps, electrical sub-

- station, transformer, and generator and including the costs of repairing, renovating and replacing the same.
3. STAFF: The salaries of and all other expenses of the staff to be employed for the common purposes including their salaries, bounds and other emoluments and benefits.
 4. COMPANY: Establishment and all other expenses of the company including its formation, office, establishment and miscellaneous expenses and also similar expenses of the Vendors or any agency after the common purposes until handing over the same to the company.
 5. INSURANCE: Costs of insuring the building and/or the common portions.
 6. FIRE FIGHTING: Costs of installing and operating the fire fighting equipments and personnel.
 7. RESERVES: Creating of funds of replacement and/or renovation and/or periodic expenses.
 8. OTHERS: All other expenses and/or outgoings as are incurred by the Vendors and/or the Company for the Common purposes.
 9. Right of protection of such portion of each other.

IN WITNESS WHEREOF the parties hereto set and subscribe their respective hands and seals this day month and year first above written.

**SIGNED SEALED AND DELIVERED
BY THE OWNER/VENDOR
THE FIRST PART AT KOLKATA
IN THE PRESENCE OF:**

1.

2.

SIGNATURE OF THE OWNER/VENDOR
(the 'First Part' and represented by the
Third Part, his Constituted Attorney).

**SIGNED SEALED AND DELIVERED
BY THE PURCHASER/VENDEE
THE SECOND PART AT KOLKATA
IN THE PRESENCE OF:**

1.

2.

SIGNATURE OF THE PURCHASER/VENDEE
(hereinbefore referred as the 'Second Part')

SIGNED SEALED AND DELIVERED
BY THE DEVELOPER/CONFIRMING PARTY
THE THIRD PART AT KOLKATA
IN THE PRESENCE OF: 1.

2.

SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY
(hereinbefore referred as the 'Third Part')

RECEIVED of and from the within-named
Purchaser the within mentioned sum of
Rs./- (Rupees) only
as per memo below:-

MEMO OF CONSIDERATION

Sl. No	Date	Ch. No./ UTR No.	Drawn on	In favour of	Amount (Rs.)
1					
2					
3					
4	By GST on Sale of Property @%			/-
Total				/-

(Rupees only)

Witnesses:

1.

2.

SIGNATURE OF THE VENDOR

DATED THIS DAY OF 2018

BETWEEN

VENDOR

AND

PURCHASER

AND

DEVELOPER

DEED OF CONVEYANCE

ASOK KUMAR BANDYOPADHYAY.

Advocate, High Court at Calcutta.

Enrolment No. 1243 of 1998

'Olisa' Building, 2nd Fl. Room 204

4, Government Place (North). Kol.1

Mobile: 9007910368/9831652639