

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty (2020).

BETWEEN

[1] SRIMATI DIPA MITRA [PAN CEJPM7575M] [AADHAAR 4431 9112 8187], wife of Late Debasish Mitra and daughter of Late Kamal Ranjan Poddar, by occupation - Housewife, [2] SRI INDRA NATH MITRA [PAN AONPM3999K] [AADHAAR 3804 4487 6680], son of Late Debasish Mitra, by occupation - Service, both are residing at 16/2, Baguiati Second Lane, Post Office and Police Station - DumDum, District North 24-Parganas, PIN - 700 028, State - West Bengal, [3] SRIMATI INDRANI DEY MITRA [PAN AXAPD5520H] [AADHAAR 2072 1471 4765], wife of Sri Chandan Dey and daughter of Late Debashish Mitra, by occupation - Housewife, residing at EA-6/2, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal and [4] SRI SANKAR ROY [PAN AFZPR3898F] [AADHAAR 2164 3411 4277], son of Paresh Chandra Roy, by occupation - Business, residing at First Floor of "Gita Bhaban" at Premises No. AB-9/20, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal, all by faith - Hindu, by nationality - Indian, hereinafter jointly referred to and called as the LANDOWNERS/VENDORS [which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include their respective heirs, executors, administrators, legal representatives and assigns] of the FIRST PART, represented by M/S. LOKENATH CONSTRUCTION, a Proprietorship Firm, having its Office at "Gita Bhaban" at Premises No. AB-9/20, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal, represented by its sole Proprietor namely SRI SANKAR ROY [PAN AFZPR3898F] [AADHAAR 2164 3411 4277], son of Paresh Chandra Roy, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at First Floor of "Gita Bhaban" at Premises No. AB-9/20, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal, as Constituted Attorney by virtue of a Development Power of Attorney after Registered Development Agreement dated 31st day of January, 2020, which was duly registered with the Office of the Additional District Sub-Registrar at Cossipore DumDum, and recorded into Book No. I, Volume No. 1506-2020, Pages from 42356 to 42379, Being No. 150600810 for the year 2020;

AND

M/S. LOKENATH CONSTRUCTION, a Proprietorship Firm, having its Office at "Gita Bhaban" at Premises No. AB-9/20, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal, represented by its sole Proprietor namely SRI SANKAR ROY [PAN AFZPR3898F] [AADHAAR 2164 3411 4277], son of Paresh Chandra Roy, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at First Floor of "Gita Bhaban" at Premises No. AB-9/20, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal, hereinafter referred to and called as the DEVELOPER [which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives successors-in-office and assigns] of the SECOND PART;

AND

[if the Allottee is a company]_____ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN No._____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No._____, represented by its authorized partner _____ (Aadhaar No._____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No._____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No._____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN No._____) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the THIRD PART.

WHEREAS :

That, by a Saf Bikray Kobala dated the 15th day of February, 1957 one SRIMATI TINKARI BISWAS, wife of Indra Bhusan Biswas, therein referred to and called as the Vendor of the One Part due to her urgent requirement of lawful money sold, transferred, conveyed, granted, transferred, assigned and assured ALL THAT piece and parcel of Mokrari Mourashi plot of land measuring 1 [one] Bigha 1 [one] Cottah 2 [two] Chittacks more or less, lying and situated at Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 160, comprised in C. S. Dag Nos. 2447, 2448 and 2486 corresponding to R. S. Dag Nos. 6545 and 6546 appertaining to C. S. Khatian No. 13 and 303 corresponding to R. S. Khatian No. 1987 and C. S. Khatian No. 14 and 304 corresponding to R. S. Khatian No. 1988, within the local limits of South DumDum Municipality, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District 24-Parganas, TOGETHER WITH right and benefit of 12'-0" Wide Passage on the East thereof, unto and in favour of one SRIMATI AVA RANI DEVI, wife of Khatish Chandra Dasgupta, therein referred to and called as the Purchaser of the Other Part, which was duly registered in the Office of the Sub-Registrar at Cossipore DumDum and recorded in Book No. I, Volume No. 20, Pages from 259 to 262, Being No. 1808 for the year 1957 against the consideration mentioned therein and thus handed over the vacant and peaceful possession of the aforesaid property absolutely and forever.

That, by virtue of purchase, said SRIMATI AVA RANI DEVI, became the sole and absolute owner of the aforesaid landed property and during the course of enjoyment she had announced to sell out the aforesaid landed property dividing into several plots by developing the same and one SRI SACHINDRA NATH MITRA, son of Late Ashutosh Mitra, had purchased a plot of land measuring about 3 [three] Cottahs 9 [nine] Chittacks 1 [one] Square Foot more or less on 13th

day of February, 1974 by a Deed of Sale duly registered with the Office of the Sub-Registrar at Cossipore, DumDum and recorded into Book No. I, Volume No. 35, Pages from 1 to 8, Being No. 1056 for the year 1974 from said SRIMATI AVA RANI DEVI;

That, by virtue of aforesaid Deed of Sale, said SRI SACHINDRA NATH MITRA, son of Late Ashutosh Mitra, became the sole and absolute owner and well seized possessed of and sufficiently entitled to ALL THAT piece and parcel of Mourashi Mokrari land measuring about 3 [three] Cottahs 9 [nine] Chittacks 1 [one] Square Foot more or less, lying and situated at Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 160, comprised in C. S. Dag Nos. 2448 and 2486 corresponding to R. S. Dag Nos. 6545 and 6546 appertaining to C. S. Khatian No. 13 and 303 corresponding to R. S. Khatian No. 1987 and C. S. Khatian No. 14 and 304 corresponding to R. S. Khatian No. 1988, within the local limits of South DumDum Municipality, being a portion of Premises No. 16, Baguiati 2nd Lane, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District 24-Parganas with "Rayati Dhakali" right.

That, said SACHINDRA NATH MITRA, after becoming the owner thereof mutated his name in the record of the South DumDum Municipality and obtained Municipal Holding No. 71, Baguiati 4th Lane and having Premises No. 16/2, Baguiati 4th Lane, under Ward No. 26, PIN - 700 028.

That, during the course of enjoyment, said SACHINDRA NATH MITRA, died intestate on 27th day of January, 1997 leaving behind him, his only son namely SRI DEBASISH MITRA alias SRI DEBASHISH MITRA alias SRI DEBASIS MITRA and only daughter namely SRIMATI DEBJANI GHOSH. The wife of the said SACHINDRA NATH MITRA namely REBA MITRA died on 25th day of May, 1995 predeceased him and therefore, said SRI DEBASISH MITRA alias SRI DEBASHISH MITRA alias SRI DEBASIS MITRA and SRIMATI DEBJANI GHOSH respectively became the sole owner of undivided un-demarcated 1/2 [half] share over the Property left by the said SACHINDRA NATH MITRA, by virtue of succession and inheritance.

That, after demise of said SACHINDRA NATH MITRA, during the course of enjoyment his only son said DEBASISH MITRA alias DEBASHISH MITRA alias DEBASIS MITRA died intestate on 27th day of January, 2000 leaving behind him, his wife namely SRIMATI DIPA MITRA, only son namely SRI INDRA NATH MITRA and only daughter namely SRIMATI INDRANI DEY MITRA.

That, in view of the above, presently, the said [1] SRIMATI DIPA MITRA, [2] SRI INDRA NATH MITRA and [3] SRIMATI INDRANI DEY MITRA, became the joint owners of the undivided un-demarcated 1/2 [half] share of the estate left by the said SACHINDRA NATH MITRA and said SRIMATI DEBJANI GHOSH became the undivided un-demarcated 1/2 [half] share of the estate left by said SACHINDRA NATH MITRA and thus by virtue of inheritance said [1] SRIMATI DIPA MITRA, [2] SRI INDRA NATH MITRA and [3] SRIMATI INDRANI DEY MITRA along with said SRIMATI DEBJANI GHOSH became the absolute joint owners and lawful possessors of the said ALL THAT piece and parcel of Mourashi Mokrari Land measuring about 3 [three] Cottahs 9 [nine] Chittacks 1 [one] Square Foot more or less TOGETHER WITH a two storied building measuring about 1750 [one thousand seven hundred fifty] Square Feet Covered Area more or less [Ground Floor: 800 (eight hundred) Square Feet Covered Area more or less and First Floor: 950 (nine hundred fifty) Square Feet Covered Area more or less], lying and situated at Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 160, comprised in C. S. Dag Nos. 2448 and 2486 corresponding to R. S. Dag No. 6545 and L. R. Dag No. 6558 [land measuring about 3 (three) Cottahs 4 (four) Chittacks 26 (twenty six) Square Feet more or less] and R. S. Dag No. 6546 and L. R. Dag No. 6559 [land measuring about 0 (zero) Cottah 4 (four) Chittacks 20 (twenty) Square Feet more or less] appertaining to C. S. Khatian No. 13 and 303 corresponding to R. S. Khatian No. 1987 corresponding to L. R. Khatian No. 682 and C. S. Khatian No. 14 and 304 corresponding to R. S. Khatian No. 1988 corresponding to L. R. Khatian No. 682, within the local limits of Ward No. 26 of the South DumDum Municipality, Municipal Holding No. 71, Baguiati 4th Lane, Premises No. 16/2, Baguiati 4th Lane, within the jurisdiction of the Office of the Additional

District Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District North 24-Parganas, PIN - 700 028;

That, said [1] SRIMATI DIPAMITRA, [2] SRI INDRA NATH MITRA, [3] SRIMATI INDRANI DEY MITRA and [4] SRIMATI DEBJANI GHOSH while being in peaceful possession and joint ownership thereof, the said SRIMATI DEBJANI GHOSH intended to sell her entire share i.e. being the undivided un-demarcated 1/2 [half] share of the aforesaid property and to that effect first right of rejection was made available to said [1] SRIMATI DIPAMITRA, [2] SRI INDRA NATH MITRA and [3] SRIMATI INDRANI DEY MITRA and thereafter decided to sell the same to an outsider.

That, during the course of enjoyment due to urgent requirement of lawful money by a Deed of Conveyance dated the 20th day of September, 2019 said SRIMATI DEBJANI GHOSH, daughter of Late Sachindra Nath Mitra, therein referred to and called as Vendor of the One Part sold, transferred and conveyed ALL THAT piece and parcel of portion of land measuring about 1 [one] Cottah 12 [twelve] Chittacks 23 [twenty three] Square Feet more or less TOGETHER WITH portion of a two storied building measuring about 875 [eight hundred seventy five] Square Feet Covered Area more or less [Ground Floor: 400 (four hundred) Square Feet Covered Area more or less and First Floor: 475 (four hundred seventy five) Square Feet Covered Area more or less] which is the undivided un-demarcated 1/2 [half] share of total Mourashi Mokrari land measuring about 3 [three] Cottahs 9 [nine] Chittacks 1 [one] Square Foot more or less TOGETHER WITH a two storied building measuring about 1750 [one thousand seven hundred fifty] Square Feet Covered Area more or less [Ground Floor: 800 (eight hundred) Square Feet Covered Area more or less and First Floor: 950 (nine hundred fifty) Square Feet Covered Area more or less], lying and situated at Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 160, comprised in C. S. Dag Nos. 2448 and 2486 corresponding to R. S. Dag No. 6545 and L. R. Dag No. 6558 [land measuring about 3 (three) Cottahs 4 (four) Chittacks 26 (twenty six) Square Feet more or less] and R. S. Dag No. 6546 and L. R. Dag No. 6559 [land measuring about 0 (zero) Cottah 4 (four) Chittacks 20 (twenty) Square Feet more or less] appertaining to C. S. Khatian No. 13 and 303 corresponding to R. S. Khatian No. 1987 corresponding to L. R. Khatian No. 682 and C. S. Khatian No. 14 and 304 corresponding to R. S. Khatian No. 1988 corresponding to L. R. Khatian No. 682, within the local limits of Ward No. 26 of the South DumDum Municipality, Municipal Holding No. 71, Baguiati 4th Lane, Premises No. 16/2, Baguiati 4th Lane, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District North 24-Parganas, PIN - 700 028, unto and in favour of one SRI SANKAR ROY, son of Paresh Chandra Roy, therein referred to and called as the Purchaser of the Other Part and the Landowner/Vendor No. 4 herein, which was duly registered with the Office of the Additional District Sub-Registrar at Cossipore, DumDum and recorded into Book No. I, Volume No. 1506-2019, Page from 411808 to 411831, Being No. 150608579 for the year 2019 against the consideration mentioned therein and thus handed over the vacant and peaceful possession of the aforesaid property absolutely and forever;

That, by virtue of aforesaid Deed of Conveyance said SRI SANKAR ROY, son of Paresh Chandra Roy, the Landowner/Vendor No. 4, became the sole and absolute owner of the undivided un-demarcated 1/2 share of aforesaid property AND by virtue of law of inheritance said [1] SRIMATI DIPAMITRA, [2] SRI INDRA NATH MITRA and [3] SRIMATI INDRANI DEY MITRA, the Landowners No. 1 to 3 became the absolute joint owners of undivided un-demarcated 1/2 share of aforesaid property;

That, for better enjoyment the Landowners herein by a Declaration for Amalgamation dated the 22nd day of January, 2020 had amalgamated their respective undivided un-demarcated 1/2 share of aforesaid property into single property and thus said [1] SRIMATI DIPAMITRA, wife of Late Debasish Mitra, [2] SRI INDRA NATH MITRA, son of Late Debasish Mitra, [3] SRIMATI INDRANI DEY MITRA, wife of Sri Chandan Dey and daughter of Late Debasish Mitra and [4] SRI SANKAR ROY, son of Paresh Chandra Roy, the Landowners/Vendors herein became the

absolute joint owners of ALL THAT piece and parcel of a Mourashi Mokrari land measuring about 3 [three] Cottahs 9 [nine] Chittacks 1 [one] Square Foot more or less lying and situated at Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 160, comprised in C. S. Dag Nos. 2448 and 2486 corresponding to R. S. Dag No. 6545 and L. R. Dag No. 6558 [land measuring about 3 (three) Cottahs 4 (four) Chittacks 26 (twenty six) Square Feet more or less] and R. S. Dag No. 6546 and L. R. Dag No. 6559 [land measuring about 0 (zero) Cottah 4 (four) Chittacks 20 (twenty) Square Feet more or less] appertaining to C. S. Khatian No. 13 and 303 corresponding to R. S. Khatian No. 1987 corresponding to L. R. Khatian No. 682 and C. S. Khatian No. 14 and 304 corresponding to R. S. Khatian No. 1988 corresponding to L. R. Khatian No. 682, within the local limits of Ward No. 26 of the South DumDum Municipality, Municipal Holding No. 71, Baguiati 4th Lane, Premises No. 16/2, Baguiati 4th Lane, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District North 24-Parganas, PIN - 700 028, which is specifically and particularly mentioned in the First Schedule written hereunder and herein referred to and called as the "SAID PREMISES";

That, the Landowners/Vendors on being became the absolute Owner got their names mutated and have been paying rent and taxes with the concerned authorities;

That, the Landowners/Vendors with a view to construct a multi storied building at the said premises enquired and discussed various contractors, Developers regarding construction of multi storied building and gained knowledge thereto;

That, with an object to develop the land, the Landowners/Vendors herein entered into an agreement on 27th day of January, 2020 with one M/S. LOKENATH CONSTRUCTION, a Proprietorship Firm, having its Office at "Gita Bhaban" at Premises No. AB-9/20, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal, represented by its sole Proprietor namely SRI SANKAR ROY, son of Paresh Chandra Roy, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at First Floor of "Gita Bhaban" at Premises No. AB-9/20, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal, the Developer herein, which was duly registered with the Office of the Additional District Sub-Registrar at Cossipore DumDum, and recorded into Book No. I, Volume No. 1506-2020, Pages from 37289 to 37325, Being No. 150600695 for the year 2020 and thus appointed the said Developer as the sole and exclusive Developer of the said respective plot of lands owned by the Landowners/Vendors separately for the purpose of construction of the new multistoried apartment building thereupon as the terms and conditions recorded therein simultaneously the Landowners/Vendors herein appointed nominated and constituted the Developer herein as the Attorney of the Landowners/Vendors by virtue of a Development Power of Attorney after Registered Development Agreement dated 31st day of January, 2020, which was duly registered with the Office of the Additional District Sub-Registrar at Cossipore DumDum and recorded into Book No. I, Volume No. 1506-2020, Pages from 42356 to 42379, Being No. 150600810 for the year 2020;

That, the Landowners/Vendors herein have entered into a Development Agreement on 27th day of January, 2020 and have agreed with M/S. LOKENATH CONSTRUCTION on the terms and conditions set-forth therein and the Plan for construction has been sanctioned vide Sanctioned Plan No. by the South DumDum Municipality.

Thereafter as per terms and conditions of Development Agreement and Development Power after registered Development Agreement the Developer herein constructed Ground plus storied Building according to the sanctioned Plan being Plan No. 996/2019-2020 dated 19th day of June, 2020 issued by the South Dum Dum Municipality upon the said piece and parcel of land measuring about 3 [three] Cottahs 9 [nine] Chittacks 1 [one] Square Foot more or less

(herein after jointly referred to as the said Premises) morefully and particularly described in the FIRST SCHEDULE hereunder written.

As per the allocation and/or allotment of Development Agreements, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the SECOND SCHEDULE hereunder written and/or given which is being part and parcel of FIRST SCHEDULE hereunder written and/or given and enjoying the right, title and interest thereof.

The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at KOLKATA on under registration no.

The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase ALL THAT one residential Flat, being Flat No., on the Floor (Flooring-____), East facing of the Ground plus storied Building, measuring an area of Square Feet super built up area of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 160, comprised in C. S. Dag Nos. 2448 and 2486 corresponding to R. S. Dag No. 6545 and L. R. Dag No. 6558 [land measuring about 3 (three) Cottahs 4 (four) Chittacks 26 (twenty six) Square Feet more or less] and R. S. Dag No. 6546 and L. R. Dag No. 6559 [land measuring about 0 (zero) Cottah 4 (four) Chittacks 20 (twenty) Square Feet more or less] appertaining to C. S. Khatian No. 13 and 303 corresponding to R. S. Khatian No. 1987 corresponding to L. R. Khatian No. 682 and C. S. Khatian No. 14 and 304 corresponding to R. S. Khatian No. 1988 corresponding to L. R. Khatian No. 682, within the local limits of Ward No. 26 of the South DumDum Municipality, Municipal Holding No. 71, Baguiati 4th Lane, Premises No. 16/2, Baguiati 4th Lane, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District North 24-Parganas, PIN - 700 028, hereinafter called and referred to as the "SAID FLAT" morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder at or for the total price and / or consideration of Rs. 00,00,000/- (Rupees.....) only finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.

By an Agreement for Sale dated the Owners herein and the Developer herein have agreed to sell, transfer and convey ALL THAT one Flat, being Flat No., on the Floor (Flooring-____), East facing of the Ground plus storied Building measuring an area of Square Feet super built up area of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 160, comprised in C. S. Dag Nos. 2448 and 2486 corresponding to R. S. Dag No. 6545 and L. R. Dag No. 6558 [land measuring about 3 (three) Cottahs 4 (four) Chittacks 26 (twenty six) Square Feet more or less] and R. S. Dag No. 6546 and L. R. Dag No. 6559 [land measuring about 0 (zero) Cottah 4 (four) Chittacks 20 (twenty) Square Feet more or less] appertaining to C. S. Khatian No. 13 and 303 corresponding to R. S. Khatian No. 1987 corresponding to L. R. Khatian No. 682 and C. S. Khatian No. 14 and 304 corresponding to R. S. Khatian No. 1988 corresponding to L. R. Khatian No. 682, within the local limits of Ward No. 26 of the South DumDum Municipality, Municipal Holding No. 71, Baguiati 4th Lane, Premises No. 16/2, Baguiati 4th Lane, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District North 24-Parganas, PIN - 700 028, morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder written TOGETHER WITH together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the PURCHASER herein for the agreed

consideration of Rs. 00,00,000/- (Rupees.....) only and the same was duly confirmed by the said Developer herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of Rs. 00,00,000/- (Rupees.....) only as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owners herein and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein ALL THAT one residential Flat, being Flat No., on the Floor (Flooring-____), facing of the Ground plus storied Building measuring an area of Square Feet super built up area of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 160, comprised in C. S. Dag Nos. 2448 and 2486 corresponding to R. S. Dag No. 6545 and L. R. Dag No. 6558 [land measuring about 3 (three) Cottahs 4 (four) Chittacks 26 (twenty six) Square Feet more or less] and R. S. Dag No. 6546 and L. R. Dag No. 6559 [land measuring about 0 (zero) Cottah 4 (four) Chittacks 20 (twenty) Square Feet more or less] appertaining to C. S. Khatian No. 13 and 303 corresponding to R. S. Khatian No. 1987 corresponding to L. R. Khatian No. 682 and C. S. Khatian No. 14 and 304 corresponding to R. S. Khatian No. 1988 corresponding to L. R. Khatian No. 682, within the local limits of Ward No. 26 of the South DumDum Municipality, Municipal Holding No. 71, Baguiati 4th Lane, Premises No. 16/2, Baguiati 4th Lane, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District North 24-Parganas, PIN - 700 028, morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder TOGETHER WITH undivided proportionate share of LAND in the FIRST SCHEDULE hereunder and TOGETHER WITH other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building TOGETHER WITH ALL the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and ALL the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners to the said piece of land and over the premises hereby conveyed and every part thereof TO HAVE AND TO HOLD the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owners herein and Developer doth hereby covenants with the PURCHASER that:-

The Owners and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.

The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owners and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.

The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;

The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the THIRD SCHEDULE hereunder.

The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the FOURTH SCHEDULE hereunder.

The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.

The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the FIFTH SCHEDULE hereunder.

The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.

The PURCHASER undivided proportionate interest in land is impartible in perpetuity.

The Owners, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owners or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.

The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

Singular shall include plural and vice-versa.

ii. Masculine gender shall include feminine and nature gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE SAID PREMISES)

3 [three] Cottahs 9 [nine] Chittacks 1 [one] Square Foot more or less lying and situated at Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 160, comprised in C. S. Dag Nos. 2448 and 2486 corresponding to R. S. Dag No. 6545 and L. R. Dag No. 6558 [land measuring about 3 (three) Cottahs 4 (four) Chittacks 26 (twenty six) Square Feet more or less] and R. S. Dag No. 6546 and L. R. Dag No. 6559 [land measuring about 0 (zero) Cottah 4 (four) Chittacks 20 (twenty) Square Feet more or less] appertaining to C. S. Khatian No. 13 and 303 corresponding to R. S. Khatian No. 1987 corresponding to L. R. Khatian No. 682 and C. S. Khatian No. 14 and 304 corresponding to R. S. Khatian No. 1988 corresponding to L. R. Khatian No. 682, within the local limits of Ward No. 26 of the South DumDum Municipality, Municipal Holding No. 71, Baguiati 4th Lane, Premises No. 16/2, Baguiati 4th Lane, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District North 24-Parganas, PIN - 700 028, and the same is Butted and Bounded as follows:

ON THE NORTH	:	BY Thirty Feet wide Baguiati Road;
ON THE SOUTH	:	BY Sixteen Feet wide Municipal Road;
ON THE EAST	:	BY Apartment Building;
ON THE WEST	:	BY Property of Asha Rani Saha;

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Flat)

ALL THAT one residential Flat, being Flat No., on the Floor (Flooring-____), facing of the Ground plus storied Building namely "AMULYA GITALLOY", measuring an area of Square Feet super built up area consisting of (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 160, comprised in C. S. Dag Nos. 2448 and 2486 corresponding to R. S. Dag No. 6545 and L. R. Dag No. 6558 [land measuring about 3 (three) Cottahs 4 (four) Chittacks 26 (twenty six) Square Feet more or less] and R. S. Dag No. 6546 and L. R. Dag No. 6559 [land measuring about 0 (zero) Cottah 4 (four) Chittacks 20 (twenty) Square Feet more or less] appertaining to C. S. Khatian No. 13 and 303 corresponding to R. S. Khatian No. 1987 corresponding to L. R. Khatian No. 682 and C. S. Khatian No. 14 and 304 corresponding to R. S. Khatian No. 1988 corresponding to L. R. Khatian No. 682, within the local limits of Ward No. 26 of the South DumDum Municipality, Municipal Holding No. 71, Baguiati 4th Lane, Premises No. 16/2, Baguiati 4th Lane, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District North 24-Parganas, PIN - 700 028,

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common Parts and Facilities)

The Landowners along with other co-owners, occupiers, society or association or Company shall allow each other the following easement, quasi easement and equal easement right, privileges etc.

Land under the said building described in the First Schedule.

All side spaces, back spaces, paths, passages, drain ways sewerage provided in the said building. General lighting of the common portions and space for installation of electric meter in general and separate.

Municipal connection of the drain and sewerage line of the said building.

Staircase, stairs case landing, lift, lift well, lift room, lift machine and accessories, lobbies of the building.

Septic tank, one water pump, overhead water reservoir, water line.

Electric meter for common purpose.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

Maintenance and upkeep of lift, staircase, landing, passages, common pathways and roof of the building.

Painting on common areas in the interior and exterior of the building.

Maintenance for electrical lines, water lines, soil pipe, under ground water reservoir, overhead reservoir, septic chamber and all outside drain of the building.

Maintenance for motor and pump and security of the same.

Salary of the care taking staff, security, electrician plumber, sweeper etc.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON RESTRICTIONS FOR OCCUPIERS)

Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.

Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.

The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.

No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any

manner in the free covenant of users in the corridors and other place of common use in the building.

Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.

Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.

Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.

No roof garden is allowed.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the VENDORS at Kolkata in the presence of:

1.

2.

SIGNATURE OF THE VENDORS

SIGNED SEALED AND DELIVERED by the DEVELOPER at Kolkata in the presence of:

1.

2.

SIGNATURE OF THE DEVELOPER

SIGNED SEALED AND DELIVERED by the PURCHASER at Kolkata in the presence of:

1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate

RECEIVED from the within named PURCHASER the within mentioned sum of Rs. 00,00,000/-
(Rupees.....) only by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

Cheque No.	Date	Bank & Branch Name	Amount
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Total

Rs.00,00,000/-

(Rupees.....) only

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE DEVELOPER

Identified by:

Name: _____

Son of _____,

by Faith- _____, Occupation: _____,

Residing at - _____, P.O. _____, P.S. _____.

Kolkata- _____, District: _____.