DEED OF CONVEYANCE

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

BETWEEN

JAVED AHMED KHAN, [PAN: AGAPK4393G] son of Late Karim Bukush Khan, by faith — Muslim, by occupation—Landholder and social worker, by Nationality-Indian, residing at Premises No. 2, Golam Jilani Khan Road, Post Office ———& Police Station: Tiljala, Kolkata ————, hereinafter called the "OWNER/PROMOTER" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representative, administrators and assigns of the FIRST PART;

AND

WHEREAS:

A. By and under a Deed of Exchange dated 28.04.1950, executed by and between Asmat Bibi and Smt. Swamplus Declared the said deed was duly registered at the office of the Sub. Registrar at Seatth and recorded in Book No. 1, Volume No.5, Pages – 295 to 300, being No. 627 for the year 1950 and by virtue of the aforesaid exchange said Smt. Swamplus Declare the sole and absolute owner of ALL THAT piece and parcel of land measures as area 12 Cottahs 12 Chittaks 03 Square feet more or less together with being standing thereon lying or situate at and being Municipal Premises No. Figure Board (formerly known as premises No.

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- 16, Darga Road), being plot No. 296 of the Surplus land of Improvement Scheme VIIII, Police Station Beniapukur, Dist- 24 Parganas and while being seized and possessed of the same the said Smt. Swarnalata Dey got mutated her name in the Assessment registrar of the then Calcutta Municipal Corporation now the Kolkata Municipal Corporation and after mutation the said property is commonly known and renumbered as municipal Premises No. P-296, Darga Road (derive from original Premises No.16, Darga Road), vide Assessee No. 110640900192 and obtained sanctioned building plan, vide no. 8/8.583 dated 29.09.1984 and in accordance with the sanction building plan constructed four storied building thereon.
- B. Therefore on 24.01.1991, said Smt. Swarnalata Dey died intestate leaving behind surviving her legal heirs and successors namely Kumar Sankar Dey, Kiran Sankar Dey, Udday Sankar Dey, Kanal Dey, Bolai Dey, Shyamal Dey, Lila Rani Singha Roy, Gouri Biswas, Uma Dey Hossain and Gita Dey Dhara to inherit the aforesaid property left by the said Smt. Swarnalata Dey and accordingly they became the joint owners each having 1/10th Share or interest thereof.
- C. While had been possessing and enjoying the said property, said Kumar Sankar Dey, Kiran Sankar Dey, Udday Sankar Dey, Kanai Dey, Bolai Dey, Shyamal Dey, Lila Rani Singha Roy, Gouri Biswas, Uma Dey Hossain and Gita Dey Dhara by and under a registered Deed of Conveyance dated the 8th July, 1991 registered at the office of the Additional District Sub-Registrar at Sealdah and recorded in Book No.1, Volume No. 18, Pages 62 to 73, Being No. 859 for the year 1991, sold, transferred and conveyed Att. THAT one self contained flat measuring a super build up area 972 Square feet more or less on the ground floor of the said four storied building lying or situate at municipal Premises No. P-296, Darga Road (formerly premises No. 16, Darga Road), being plot No. 296 of the Surplas land of Improvement Scheme VIIII, Police Station Beniupukur, Kolkata-700017 within the limits of the Kolkata Municipal Corporation. Ward No. 64 more fully mentioned in the schedule to the said deed, unto and in favour of Hossain Ali Hazari, the purchaser therein, for a valuable consideration as mentioned therein.

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- D. By virtue of the aforesaid purchase the said Hossain Ali Hazari, become the sole and absolute owner of the said flat and since the date of purchase he has been possessing and enjoying the same.
- E. Thereafter on 31.07.1998, said Uma Dey Hossain died intestate leaving behind her husband, son and daughter namely Reazat Hossain alias Raj Hossain, Rehana Hossain and Enayet Hossain respectively as her legal heirs and successors and accordingly they become the joint owners each having 1/30th share or interest thereof.
- F. While possession in the property, thereafter on 28,10,1999, said Kiran Sankar Dey died intestate leaving behind his only son and daughter namely Kousik Dey and Kakuli Dey respectively as his legal heirs and successors and accordingly they became the joint owners each having 1/20th share or interest thereof.
- G. While had been possessing and enjoying the said property, said Kumar Sankar Dey, Udday Sankar Dey, Kanai Dey, Bolai Dey, Shyamal Dey, Lila Rani Singha Roy, Gouri Biswas, Gita Dey Dhara, Reazat Hossain alias Raj Hossain, Rehana Hossain, Enayet Hossain, Kousik Dey and Kakuli Dey by and under a registered Indenture dated the 2⁻⁴ Day of March, 2000 registered at the office of the District Sub Registrar-III, Alipore, South 24 Parganas and recorded in Book no. 1, Volume no. 8, Pages 5979 to 6009, Being no. 5702 for the year 2007, sold, transferred and conveyed ALL THAT piece and parcel of land admeasuring 12 (Twelve) Cottahs 12 (Twelve) Chittaks 3 (Three) sq.ft, more or less to other with four storeyed building standing thereon each floor having 4600 sq.ft. [appear communicated area, save and except one flat on the Ground Floor, North-East comes measuring 972 sq. ft. more or less lying or situate at municipal Premises No. P.256. Durga Road (formerly premises No. 16, Darga Road), being plot No. 296 of the Surplas land of Improvement Scheme VIIII, Police Station - Beniapoles, Kokota- 700017 within the limits of the Kolkata Municipal Corporation Ward No. 54 more fully mentioned in the schedule to the said deed, unto and in favour of Javes Aboves Khan, the Purchaser therein, for a valuable consideration as mentioned therein has from all encumbrances whatsoever.

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- H. While had been possessing and enjoying the said Flat, said Hossain Ali Hazari by and under a registered Deed of Conveyance dated the 2nd February, 2011 registered at the office of the District Sub-Registrar Blat Alipone, South 24 Parganas and recorded in Book No.1, CD Volume No. 2, Pages 4517 to 4531, Being No. 00803 for the year 2011, sold, transferred and conveyed ALL THAT one self contained flat measuring a super build up area 972 Square feet more or less on the ground floor of the said four storied building lying or situate at municipal Premises No. P-296, Darga Road (formerly premises No. 16, Darga Road) being plot No. 296 of the Surplas land of Improvement Scheme VIIII, Police Station Beniapukur, Kolkata-700017 within the limits of the Kolkata Municipal Corporation Ward No. 64 more fully mentioned in the schedule to the said deed, unto and in Second College Ahmed Khan, the Purchaser therein, for a valuable consideration as mentioned therein free from all encumbrances whatsoever.
- I. THUS said Javed Ahmed Khan become the absolute owner ALL THAT piece and parcel of land measuring more or less 12 (Twelve) Cottah, 12 (Twelve) Chittacks, 3 (Three) Sq. ft. more or less lying and absoluted at and being plot no. 296 of the Surplus land of the Improvement Scheme No. VIII previously 16, Darga Road, thereafter renumbered and known as Premises no. 296, Darga Road, at present municipal premises no. 296, CLU Scheme VIII. Kolkata 700017, under Police Station Beniapukur, being part of moring no. 356, Division IV, Sub-Division A, Dehi Pachannagram, District South 24 Partition under Ward no. 64, within the limit of the Kolkata Municipal Corporation mentioned in the Schedule A hereafter written and called the said property is free from all encumbrances, attachments, liens whatsoever.
- J. Thereafter the said Javed Ahmed Chan, the Change / DEVELOPER herein constructed a Ground plus ______ storied Building namely "______", according to the sanctioned Plan vide No. ______ based by Kolkata Municipal Corporation upon the land measuring 12 (Twelve) Cottab, 12 (Twelve) Chittacks, 3 (Three) Sq. ft. more or less, lying and situated at and being plot no. 296 of the Surplus land of the Improvement Scheme No. Will present 15. Darga Road, thereafter renumbered



and known as Premises no. 296, Darga Road, at present municipal premises no. 296, C.I.T. Scheme – VIII, Kolkata – 700017, under Police Station Beniapukur, being part of Holding no. 356, Division IV, Sub-Division A, Dehl Pachannagram, District South 24 Parganas, under Ward no. 64, within the limit of the Kolkata Municipal Corporation.

- The OWNER/DEVELOPER herein have declared to sell the one Flat of the said K. 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 lawful title of the OWNER/DEVELOPER and also the sanction plan and the construction and agreed to purchase ALL THAT one residential Flat, on the Floor, at the side of the Ground plus storied Building namely ", measuring an area of ______ Square Feet super built up of the building in complete and habitable condition in all manner whatsoever lying and situated at being plot no. 296 of the Surplus land of the Improvement Scheme No. VIII previously 16, Darga Road, thereafter renumbered and known as Premises no. 296, Darxa Road, at present municipal premises no. 296, C.I.T. Scheme - VIII, Kolkala - 700017, under Police Station Benjapukur, being part of Holding no. 356, Division IV, Sub-Division A. Dehi Pachannagram, District South 24 Parganas, under Ward no. 64, within the limit of the Kolkata Municipal Corporation hereinafter referred and called as "The Said Flat" morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder 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 at or for the total price /- (Rupees.....) only finding and / or consideration of Rs..... the proposal as an acceptable one, has decided to sell out the said Flat unto and in favour of the PURCHASER herein.
- L. The Owner/Developer herein doth hereby declare and covenant with the Purchaser that the said Flat is free from all encumbrances of any nature whatsoever and that the Owner/Developer has full right, title and interest in the said Flat and has full right and authority to assign and transfer all his right, title and interest therein and the

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Owner/Developer further declare that there is a clear title to the Flat and its appurtenances belongs to the Owner/Developer absolutely and that neither the Owner/Developer or any other person or persons have created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said Flat and that Notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owner/Developer or any person or persons lawfully or equitably claiming by from through or in trust for him, the Owner/Developer has himself full right, power and absolute authority to sell or transfer to the Purchaser the said Flat and his right, title and interest therein and that the Owner/Developer have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the said Flat by the Purchaser may be rendered illegal and/or unauthorized for any reason or on any account.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In pursuance of the said Agreement for Sale and in consideration of the payment of sum of Rs....../- (Rupees.....) only as the total Consideration paid by the PURCHASER to the OWNER/DEVELOPER herein (receipt whereof the OWNER/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 Owner/Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser herein ALL THAT one residential Flat, on the Floor, at theside of the Ground plus ____ storied Building namely "__ measuring an area of Square Feet super built up logether with common areas, benefits, facilities, amenities and others thereof TOGETHER WITH undivided proportionate impartible share and interest in the land at of the building in complete and habitable condition in all manner whatsoever lying and situated at plot no. 296 of the Surplus land of the Improvement Scheme No. VIII previously 16, Darga Road, thereafter renumbered and known as Premises no. 296, Darga Road, at present municipal premises no. 296, C.I.T. Scheme – VIII, Kolkata – 700017, under Police Station Beniapukur, being part of Holding no. 356, Division IV, Sub-Division A, Dehi Pachannagram, District South 24 Parganas, under

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Ward no. 64, within the limit of the Kolkata Municipal Corporation morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder TOGETHER WITH undivided proportionate impartible share and interest in the 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 OWNER/DEVELOPER 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 Owner/Developer herein doth hereby covenants with the Purchaser that:-

- The Owner/Developer herein now has in himself 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 has put the Purchaser in vacant, peaceful and unencumbered possession.
- 2. 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 her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him, the Owner/Developer herein or his heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.
- 3. The Purchaser shall hold the said Flat free and clear and freely and clearly and is

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absolutely exonerated, and forever released and discharged or otherwise by the Owner/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 Owner/Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for him;

- 4. 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 written and/or described.
- 5. 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 written.
- The said Flat and /or the said building have been constructed as per the sanctioned plan and as per the specifications as stated in the said Agreement for Sale.
- 7. The Purchaser and other co-comers shall abide by the Rules and regulations and common obligations along with the other owners/occupiers of the other units/Flats in the building as detailed in the FIFTH SCHEDULE hereunder written.
- 8. The Purchaser shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the SIXTH SCHEDULE hereunder.
- The Owner/Developer herein or any person or persons 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 Owner/Developer herein or his heirs,

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executors, administrators or any of them shall and will from time to time and at all times hereafter at the request 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 assuring and granting the said Flat, and premises and every part thereof bereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the Purchaser, her heirs, executors or administrators and assigns shall be reasonably required.

- 10. The Purchaser shall also be entitled to self, mortgage, lease or otherwise alienate the Flat hereby conveyed subject to the terms herein contained to anyone without the consent of the Owner/Developer 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 the land is impartible in perpetuity.
- 12. The Owner/Developer doth hereby further covenant with the Purchaser that 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 their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him, the Owner/Developer or his heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
 - 13. The Purchaser shall mutate the Said Flat in his/her/their own name and shall pay all such rates, revenues and taxes and other impositions that may be charged from time to time, directly to the Kolkata Municipal Corporation.

NOTE:

Singular shall include plural and vice versa.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID PREMISES)

ALL THAT piece and parcel of land measuring more or less 12 (Twelve) Cottah, 12 (Twelve) Chittacks, 3 (Three) Sq. ft. more or less, lying and situated at and being plot no. 296 of the Surplus land of the Improvement Scheme No. VIII previously 16, Darga Road, thereafter renumbered and known as Premises no. 296, Darga Road, at present municipal premises no. 296, C.I.T. Scheme – VIII, Kolkata – 700017, under Police Station Beniapukur, being part of Holding no. 356, Division IV, Sub-Division A, Dehi Pachannagram, District South 24 Parganas, under Ward no. 64, within the limit of the Kolkata Municipal Corporation, being butted and bounded as follows:

On the North	*	Ву	
On the South	33	Ву	
On the East	22	Ву	
On the West	ा	8y	

THE SECOND SCHEDULE ABOVE REFERRED TO (DESCRIPTION OF THE SAID FLAT)

ALL THAT piece and parcel of	of the one residential Flat, on the	Floor, at the
side of the Ground plus	storied Building namely "	
area of Square Fe	eet super built up more or less cons	isting of () bed
rooms, () Dining cum	-Drawing, () Kitchen,	_ () Tollet,
() Balcony together w	with common staincase of the said buil	ding with proportionate
share of land, staircase, roo	f, open space, common space and into	erest, right of benefit to
use Drain and land below ar	nd the said building together with occ	upiers of the other flats

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room of the said respective building and also the right of easement, benefit & / or interest on other common paths, passages, drains, pipes with other amenities & equipment with the owner of the other apartment of the said building being plot no. 296 of the Surplus land of the Improvement Scheme No. VIII previously 16, Darga Road, thereafter renumbered and known as Premises no. 296, Darga Road, at present municipal premises no. 296, C.I.T. Scheme – VIII, Kolkata – 700017, under Police Station Benjapukur, being part of Holding no. 356, Division IV, Sub-Division A, Dehi Pachannagram, District South 24 Parganas, under Ward no. 64, within the limit of the Kolkata Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Parts and Facilities)

The common areas and facilities continued in the present Deed of Conveyance shall include:

1. Need to be filled up.....

THE FOURTH SCHEDULE ABOVE REFERRED TO: (COMMON EXPENSES)

1. Need to be filled up...

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Obligations & Rules and Regulations)

- The share or interest in the land underneath is impartible and the Purchaser shall not claim partition of the undivided proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities.
- The Purchaser shall apply for mutation of the Second Schedule property in her own name and apply for and has the said separately assessed for the purpose of Municipality rates and taxes. Chains etc.
- 3) The Purchaser shall use the said Flat and all common portions peacefully with the other co-owner.

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- 4) The Purchaser shall not do any of the following acts, deeds and things:
 - a) Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
 - b) Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
 - Carry out repairs in a manner which is affect the structural stability of the building.
 - Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the said Flat.
 - Keep any heavy articles on the floor or operate any machine other than the usual home appliance.

THE SIXTH SCHEDULE ABOVE REFERRED TO: (EASEMENTS AND QUASI-EASEMENTS)

- 1. The Purchaser shall be entitled to all rights, privileges vertical and lateral supports, easements, quasi easements, appertaining to the said Flat, or therewith usually held, occupied, enjoy, reputed or known being part and parcel of member thereof, or appertaining thereto which are hereinafter specified morefully specified, excepting and reserving unto the vendor and other owners/purchaser of other owners/purchaser of other owners/purchaser of other privileges and appurtenances.
- The rights of access in common with the Vendor/Developer and other Owners/purchasers of other Flats and the other occupier subject to limitation if any, to their right of the building at all times and for all normal use and purpose connected with the use and enjoyments of the said Flat.
- 3. The right to use all times and for all purposes the common passages, lubby staircase, landing of the said building, entrance to the said Flat from the main entrance and exit there from in common with the vendors and other Flat owners or other units with subject to limitations, if any their such right, in the said building provided always and it is hereby declared that the purchaser or their servants, agents and

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invitees of the purchaser shall not be entitled to obstruct, or deposit the materials and rubbish or otherwise encumber the free passage of other person or persons including the purchaser and the said passage lobby, staircase landing and other spaces to be used in common as aforesaid.

- The right if protection of the said Flat by or from all parts of the building so far they
 now protect the same.
- 5. The right of passage in common as aforesaid for electricity, water and soil from and to be the said Flat through pipes, drains, wires and conducts laying or being in or under or ever the said building as may be reasonably necessary for the beneficial occupiers of the said Flat for all purpose whatsoever.
- The right to use in common with other flat owners the installation, staircase, open and covered space, electrical installation passages.
- The right of passage in common with the Vendor and other flat owners and the purchaser of different flats or subject to limitation thereof, if any, person or persons.
- 8. As aforesaid for electricity, water and soil from to any part other than the said flat or parts of the said building through pipes, drains, wires, conduits lying or being in, under through or over the said flat as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purpose whatsoever.
- The right to protection of other portion or portions of the building by all parties of the said Flat as far as they now protect the same without causing any structural alteration thereof.
- 10. The right of purchaser of the other part or parts of the building, the front entrance, staircase, electrical installation, open and covered spaces and other common passages or paths of the said building.

IN WITNESS WHEREOF the Parties bereto 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 OWNER/DEVELOPER at Kolkata in the presence of :



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NSIDERATION nk & Branch Name Amount
NSIDERATION
only by way of total consideration money as
CHASER the within mentioned sum of
SIGNATURE OF THE PURCHASER
SIGNATURE OF THE OWNER/DEVELOPER

Total Rs...../-

J. Shuedkhan

(Rupees) only	
SIGNATURE OF THE WITNESS	
1.	
2.	J. Hhme Illan SIGNATURE OF THE OWNER/DEVELOPER
Identified by:	
Name:	
Son of,	
by Faith by Occupation: by	Natinality- Indian,
Residing at P.O	-
P.S, Pincode, District:	