

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this Day of, 2020 **BETWEEN-:**

EASTERN DEVCON LIMITED (PAN No-AADCE4093K), (CIN No.) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 548 S.N Banerjee Road , Mistryghat , Monirampur, Barrackpore, Kolkata -700120, and its corporate office 548 S.N Banerjee Road , Mistryghat , Monirampur, Barrackpore, Kolkata -700120 represented by its authorized signatory Arup Singha Roy (**PAN No- PAN No-ALOPS2386L**) son of late Shaktipada Singha Roy, by faith Hindu, by nationality Indian, by occupation Business, residing at 548 S.N Banerjee Road , Mistryghat , Monirampur, Barrackpore, Kolkata - 700120 hereinafter called the **SELLER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office or successors in interests, director, authorized signatory, office bearers, assigns and/or nominees) of the **FIRST PART**.

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[1]., [2].hereinafter jointly called the **PURCHASERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, administrators, legal representatives, assigns and/or nominees) of the **SECOND PART**.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

1) DESCRIPTION OF THE BUILDING COMPLEX CALLED AS “CITY PLAZA”:- It is a **G+....** storied Building for purpose constructed on the plot of land measuring about 15 Decimals of Bastu land comprised in the **R.S Dag No-170** in the L.R Khatian No-..... Corresponding to the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475, 4474 at Mouza- Chanak, J.L No-04, P.S- Titagarh, within the Ward No-21, Holding No-19/A, S.N Banerjee Road within the Jurisdiction of the Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120.

1.1- CONSTRUCTION OF THE BUILDING COMPLEX CALLED AS “CITY PLAZA” BY THE VENDOR/OWNER/PROMOTER:- The **EASTERN DEVCON LIMITED** (PAN No-AADCE4093K), (CIN No.) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 548 S.N Banerjee Road , Mistryghat , Monirampur, Barrackpore, Kolkata -700120 is the single developer of this building complex called as **CITY PLAZA**.

2) SUBJECT MATTER OF CONVEYANCE

2.1 - SAID PROPERTY:- ALL THAT piece and parcel of a complete **floor residential Flat being No-....., on the FLOOR at measuring about Sq.Ft** be the same and a little bit more or less of **super built up area** (sellable area) **along with one car parking space on the premises** of the building called as **“CITY PLAZA** at Holding No-19/A, S.N Banerjee Road, lying and situate on the plot of land admeasuring an area of 15 Decimals of Bastu land comprised in the **R.S Dag No-170** in the L.R Khatian No-..... Corresponding to the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475, 4474 at Mouza- Chanak, J.L No-04, P.S-Titagarh, within the Ward No-21, within the Jurisdiction of the Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 together with all common & undivided right,

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enjoyment of all common spaces, amenities, and facilities and easement rights for egress and ingress in the said building (**Said Property**).

3) BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS IN RESPECT OF THE BUILDING MARKED AND CLASSIFIED AS “CITY PLAZA”:-

3.1- REPRESENTATION AND WARRANTIES REGARDING TITLE:- The **SELLER/PROMOTER** has made the following representation and given the following warranty to the **PURCHASERS** regarding title.

3.1.a- PARTITION :- That one Anil Kumar Ghosh son of late Amulya Charan Ghosh, while alive has filed one Partition suit against Lalit Mohan Ghosh and others amongst who Kamala Bala Ghosh mother of said Anil Kumar Ghosh was the Defendant No-9 before the Learned 9th Assistant District Judge at Alipore for seeking partition of various landed properties including the land comprised in the R.S Dag No-170 at Mouza-Chanak, J.L No-04, P.S-Titagarh, Dist-North 24 Parganas (24 Parganas). The said suit was registered vide T.S No-125 of 1961. That in that suit said Kamala Bala Ghosh the Defendant No-9 on her death in the year 1984, name of Debi Prasad Ghosh, Sunil Kumar Ghosh, Samir Kumar Ghosh alias Sukumar Ghosh together with Anil Kumar Ghosh being sons of deceased Kamala Bala Ghosh and Menoka Ghosh, Lila Pal and Sandhya Coomer being daughters of deceased Kamala Bala Ghosh were added as the Defendants. That said suit was decreed by the learned court considering the award given by the arbitrators on 20th day of December, 1967 and accordingly said Anil Kumar Ghosh, Debi Prasad Ghosh, Sunil Kumar Ghosh, Samir Kumar Ghosh alias Sukumar Ghosh, Menoka Ghosh, Lila Pal and Sandhya Coomer under the head of Group-I have become the absolute joint owners of the landed properties including the land comprised in the R.S Dag No-170 at Mouza-Chanak, J.L No-04, P.S-Titagarh, Dist-North 24 Parganas, **AND**

3.1.b-ABSOLUTE JOINT OWNERSHIP ANIL KUMAR GHOSH, DEBI PRASAD GHOSH, SUNIL KUMAR GHOSH, SAMIR KUMAR GHOSH ALIAS SUKUMAR GHOSH, MENOKA GHOSH, LILA PAL AND SANDHYA COOMER : That in consequence to the aforesaid decree of partition passed by the 9th Assistant District Judge, Alipore, said Anil Kumar Ghosh, Debi Prasad Ghosh, Sunil Kumar Ghosh, Samir Kumar Ghosh alias Sukumar Ghosh, Menoka Ghosh, Lila Pal and Sandhya Coomer all have become the absolute joint owners, possessors, occupiers of the landed property including the landed property in R.S Dag No-170 at Mouza-Chanak, J.L No-04, P.S-Titagarh, Dist-North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, lispences, claims and/or demands whatsoever.

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3.1.c- JOINT SALE BY ANIL KUMAR GHOSH, DEBI PRASAD GHOSH, SUNIL KUMAR GHOSH, SAMIR KUMAR GHOSH ALIAS SUKUMAR GHOSH, MENOKA GHOSH, LILA PAL HEREIN THE VENDOR AND SANDHYA COOMER TO THE BARRACKPORE MUNICIPALITY:- That said Anil Kumar Ghosh, Debi Prasad Ghosh, Sunil Kumar Ghosh, Samir Kumar Ghosh alias Sukumar Ghosh, Menoka Ghosh, Lila Pal herein the Vendor and Sandhya Coomer separately and jointly by several registered deed of sale within the year 1988 sold to the Barrackpore Municipality all together 26.72 Decimals more or less or little bit land comprised in the R.S Dag No-170 at Mouza-Chanak, J.L No-04, P.S-Titagarh, Dist-North 24 Parganas and remaining more or less 15 Decimals of land in the said R.S Dag No-170 belonged to the absolute joint ownership of Anil Kumar Ghosh, Debi Prasad Ghosh, Sunil Kumar Ghosh, Samir Kumar Ghosh alias Sukumar Ghosh, Menoka Ghosh, Lila Pal and Sandhya Coomer, free from all encumbrances, charges, liens, lispences, claims and/or demands whatsoever.

3.1.d- MUTATION:- That said Anil Kumar Ghosh, Debi Prasad Ghosh, Sunil Kumar Ghosh, Samir Kumar Ghosh alias Sukumar Ghosh, Menoka Ghosh, Lila Pal and Sandhya Coomer have duly mutated their names in the R.O.R of the Government of West Bengal at B.L.& L.R.O , Barrackpore-II, North 24 Parganas in the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475 & 4474 in respect of the aforesaid plot of land measuring about 15 Decimals in the aforesaid R.S Dag No-170.

3.1.e- ABSOLUTE JOINT OWNERSHIP OF ANIL KUMAR GHOSH, DEBI PRASAD GHOSH, SUNIL KUMAR GHOSH, SAMIR KUMAR GHOSH ALIAS SUKUMAR GHOSH, MENOKA GHOSH, LILA PAL HEREIN THE VENDOR AND SANDHYA COOMER:- That in the aforesaid manner and taking into consideration of aforesaid sale to the Barrackpore Municipality, said Anil Kumar Ghosh, Debi Prasad Ghosh, Sunil Kumar Ghosh, , Menoka Ghosh, Lila Pal and Sandhya Ghosh each are then become the owner of 12.32% share and said Samir Kumar Ghosh alias Sukumar Ghosh is then become the owner of 26.08% share over the aforesaid 15 decimals of land in the R.S Dag No-170 and have been jointly possessing the same absolutely and forever free from all encumbrances, charges, liens, lispences, claims and/or demands whatsoever.

3.1.f-DEMISE OF ANIL KUMAR GHOSH -: That subsequently said Anil Kumar Ghosh has died unmarried intestate on 08/02/2000 leaving behind him his three brothers namely Debi Prasad Ghosh, Sunil Kumar Ghosh and Samir Kumar Ghosh alias Sukumar Ghosh and three sisters namely Menoka Ghosh, Lila Pal and Sandhya Ghosh as his only surviving legal heirs and successors who have inherited the aforesaid share of deceased Anil Kumar Ghosh as per the Law of Hindu Succession and Inheritance.

3.1.g-DEMISE OF DEBI PRASAD GHOSH:- That subsequently said Debi Prasad Ghosh has died unmarried

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intestate on 17/12/2000 leaving behind him his two brothers namely Sunil Kumar Ghosh and Samir Kumar Ghosh alias Sukumar Ghosh and three sisters namely Menoka Ghosh, Lila Pal and Sandhya Coomer as his only surviving legal heirs and successors who have inherited the aforesaid share of deceased Debi Prasad Ghosh as per the Hindu Law of Succession and inheritance.

3.1.h-ABSOLUTE JOINT OWNERSHIP OF SUNIL KUMAR GHOSH, SAMIR KUMAR GHOSH ALIAS SUKUMAR GHOSH, MENOKA GHOSH, LILA PAL HEREIN THE VENDOR AND SANDHYA COOMER:- That in the aforesaid manner and procedure said Sunil Kumar Ghosh, Samir Kumar Ghosh alias Sukumar Ghosh, Menoka Ghosh, Lila Pal and Sandhya Coomer have jointly become the absolute owner, possessor and occupier of ALL THAT a plot of land measuring about 15 Decimals comprised in the R.S Dag No-170 in the Mod Khatian No-2803 in the R.S Khatian No-4476, 4475 & 4474 at Mouza-Chanak, J.L No-04, P.S-Titagarh, Dist-North 24 Parganas where said Sunil Kumar Ghosh, Menoka Ghosh, Lila Pal herein the VENDOR and Sandhya Coomer each have 17.25% undivided share and said Samir Kumar Ghosh alias Sukumar Ghosh has 31% undivided share over the aforesaid plot of land.

3.1.i- DEMISE OF SUNIL KUMAR GHOSH:- That subsequently said Sunil Kumar Ghosh has died intestate on 21/10/2005 leaving behind him his only wife namely Sikha Ghosh as his only surviving legal heir and successor who has inherited the aforesaid share of deceased Sunil Kumar Ghosh as per the Hindu Law of Succession and Inheritance, **AND**

3.1.j- CONVERSION :- That the entire 15 Decimals (approx) of land in the said R.S Dag No-170 was recorded as Pukur in the R.O.R and that said Sikha Ghosh, Menoka Ghosh, Samir Kumar Ghosh alias Sukumar Ghosh, Lila Pal and Sandhya Coomer have jointly applied before the learned A.D.M & D.L & L.R.O , North 24 Parganas for conversion of the said land from Pukur to Bastu and the Learned A.D.M & D.L & L.R.O has pleased allow the conversion as prayed for on 01/08/2014 vide a conversion case being Number W-04/2013 of A.D.M & D.L & L.R.O, North 24 Parganas and that the entire land measuring about 15 Decimals in the said R.S Dag No-170 has duly been converted into Bastu from Pukur.

3.1.k- DEMISE OF MENOKA GHOSH :- That subsequently said Menoka Ghosh has died intestate on 18/03/2016 leaving behind her three sons namely Subrata Ghosh, Debabrata Ghosh and Dilip Ghosh and three daughters namely Gouri Ghosh, Ratna Ghosh and Swapana Ghosh as her only surviving legal heirs and successors who have inherited the share of deceased Menoka Ghosh as per the Law of Hindu Succession and

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Inheritance.

3.1.I- ABSOLUTE JOINT OWNERSHIP OF SIKHA GHOSH, SAMIR KUMAR GHOSH, SUBRATA GHOSH, DEBABRATA GHOSH, DILIP GHOSH, GOURI GHOSH, RATNA GHOSH, SWAPNA GHOSH, LILA PAL HEREIN THE VENDOR AND SANDHYA GHOSH:- That in the aforesaid manner and procedure said Sikha Ghosh, Samir Kumar Ghosh alias Sukumar Ghosh, Subrata Ghosh, Debabrata Ghosh, Dilip Ghosh, Ratna Ghosh, Swapna Ghosh, Lila Pal and Sandhya Ghosh have jointly as per their respective share owned, seized and possessed of ALL THAT the aforesaid plot of Bastu land measuring about 15 decimals including several kancha structures, comprised in the R.S Dag No-170 in the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475 & 4474 at Mouza-Chanak, J.L No-04, P.S-Titagarh, within the Ward No-21, Holding No-19/A, S.N Banerjee Road, within the jurisdiction of the Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 absolutely and forever free from all encumbrances. That said Sikha Ghosh, Lila Pal and Sandhya Ghosh each has 17.25% undivided share and said Samir Kumar Ghosh alias Sukumar Ghosh has 31% undivided share and Subrata Ghosh, Debabrata Ghosh, Dilip Ghosh, Gouri Ghosh, Ratna Ghosh and Swapna Ghosh each has 02.875% undivided share over the said plot of land in said R.S Dag No-170.

3.1.m- DEMISE OF SUBRATA GHOSH:- That **subsequently** said Subrata Ghosh has died on 01/03/2017 Intestate leaving behind him his one wife namely Kakali Ghosh and a daughter namely Sumona Ghosh as his only surviving legal heirs and successors who have inherited the share of deceased Subrata Ghosh as per the Hindu Law of Succession and Inheritance and that Kakali Ghosh and Sumona Ghosh each has owned 01.4375% undivided share over the aforesaid entire 15 Decimals (approx) of land in R.S Dag No-170.

3.1.n-ABSOLUTE OWNERSHIP OF LILA PAL HEREIN THE VENDOR :- That in the aforesaid manner and procedure said Lila Pal has become the absolute owner of ALL THAT the "Said Property" being the 17.25% undivided share of a plot of Bastu land measuring about 15 Decimals which is equivalent to an area of 02.5875 Decimals more or less a little bit including one kancha structure measuring about 100 Sq.ft comprised in the R.S Dag No-170 in the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475, 4474 at Mouza-Chanak, J.L No-04, P.S-Titagarh, within the Ward No-21, Holding No-19/A, S.N Banerjee Road within the Jurisdiction of the Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 and had been possessing the same jointly with her other co-shares absolutely and forever free from all encumbrances, charges, liens, lispences, claims and/or demands whatsoever.

3.1.o- ABSOLUTE SALE BY LILA SEN:- That said Lila Sen by a registered deed of sale dated

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....., registered and executed at the office of the A.D.S.R Barrackpore, North copied therein in the Book No-1, Volume No-1505-2019, pages from to, being the Deed No-1505..... for the year 2019, has granted, sold, conveyed, assigned, assured and transferred ALL THAT her entire 17.25% undivided share of a plot of Bastu land measuring about 15 Decimals which is equivalent to an area of 02.5875 Decimals more or less a little bit including one kancha structure measuring about 100 Sq.ft comprised in the R.S Dag No-170 in the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475, 4474 at Mouza- Chanak, J.L No-04, P.S-Titagarh, within the Ward No-21, Holding No-19/A, S.N Banerjee Road within the Jurisdiction of the Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 unto and in favour of the VENDOR/PROMOTER herein , absolutely and forever free from all encumbrances, charges, liens, lispences, claims and/or demands whatsoever.

3.1.p-ABSOLUTE JOINT OWNERSHIP SIKHA GHOSH, SAMIR KUMAR GHOSH ALIAS SUKUMAR GHOSH, DEBABRATA GHOSH, DILIP GHOSH, GOURI GHOSH, RATNA GHOSH (SUR), SWAPNA GHOSH, KAKALI GHOSH, SUMONA GHOSH AND SANDHYA COOMER -: That in the aforesaid manner and procedure said **Sikha Ghosh, Samir Kumar Ghosh alias Sukumar Ghosh, Debabrata Ghosh, Dilip Ghosh, Gouri Ghosh, Ratna Ghosh (Sur), Swapna Ghosh, Kakali Ghosh, Sumona Ghosh And Sandhya Coomer** have become the absolute owner of **ALL THAT** the "Said Property" being **the** 82.75% undivided share of a plot of Bastu land measuring about 15 Decimals which is equivalent to an area of 12.416 Decimals more or less a little bit including two kancha structure measuring about 300 Sq.ft comprised in the R.S Dag No-170 in the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475, 4474 at Mouza- Chanak, J.L No-04, P.S-Titagarh, within the Ward No-21, Holding No-19/A, S.N Banerjee Road within the Jurisdiction of the Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120, absolutely and forever free from all encumbrances, charges, liens, lispences, claims and/or demands whatsoever.

3.1.q- ABSOLUTE SALE BY SIKHA GHOSH, SAMIR KUMAR GHOSH ALIAS SUKUMAR GHOSH, DEBABRATA GHOSH, DILIP GHOSH, GOURI GHOSH, RATNA GHOSH (SUR), SWAPNA GHOSH, KAKALI GHOSH, SUMONA GHOSH AND SANDHYA COOMER -: That **Sikha Ghosh, Samir Kumar Ghosh alias Sukumar Ghosh, Debabrata Ghosh, Dilip Ghosh, Gouri Ghosh, Ratna Ghosh (Sur), Swapna Ghosh, Kakali Ghosh, Sumona Ghosh And Sandhya Coomer** by a registered deed of sale dated, registered and executed at the office of the A.D.S.R Barrackpore, North copied therein in the Book No-1, Volume No-1505-2019, pages from to, being the Deed No-1505..... for the year 2019, has granted, sold, conveyed, assigned, assured and transferred ALL THAT her entire 82.75% undivided share of a plot of Bastu land measuring about 15 Decimals which is

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equivalent to an area of 12.416 Decimals more or less a little bit including one kancha structure measuring about 100 Sq.ft comprised in the R.S Dag No-170 in the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475, 4474 at Mouza- Chanak, J.L No-04, P.S-Titagarh, within the Ward No-21, Holding No-19/A, S.N Banerjee Road within the Jurisdiction of the Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 unto and in favour of the VENDOR/PROMOTER herein , absolutely and forever free from all encumbrances, charges, liens, lispences, claims and/or demands whatsoever.

3.1.r- MUTATION:- That in consequence to the aforesaid purchase by the VENDOR/PROMOTER herein has mutated its name in the L.R Khatian No-..... at the office of the B.L &L.R.O Barrackpore-II, North 24 Parganas and also mutated its name in the Municipal Holding No-19/A, S.N Banerjee Road at the office the Barrackpore Municipality and has been possessing the same .

3.1.s-ABSOLUTE OWNERSHIP OF THE VENDOR/PROMOTER :- That the **VENDOR/PROMOTER** herein has thus become the absolute and undisputed owner, possessor and occupier of the **ALL THAT** the aforesaid plot of Bastu Land measuring about 15 Decimals comprised in **R.S Dag No-170** in the L.R Khatian No-..... Corresponding to the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475, 4474 at Mouza- Chanak, J.L No-04, P.S-Titagarh, within the Ward No-21, Holding No-19/A, S.N Banerjee Road within the Jurisdiction of the Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120, absolutely and forever free from all encumbrances, charges, liens, lispences, claims and/or demands whatsoever.

3.1.aa] INTENTION OF THE EASTERN DEVCON LIMITED HEREIN THE SELLER/PROMOTER TO DEVELOP ITS SAID PLOT OF LAND MEASURING ABOUT 15 DECIMALS :- The SELLER/PROMOTER herein itself intends to develop the said plot of land by constructing multi storied building [Tower Type Block Wise].

3.1.bb] SANCTION BUILDING PLAN AND CONSTRUCTION OF THE BUILDING NAMEDLY “ CITY PLAZA”:- The said **Seller being the sole Promoter** obtained a building sanctioned plan in its own name from the concern department of the **BARRACKPORE MUNICIPALITY vide Plan No - SL.No-..... dated** and on the basis of the said building plan the said **SELLER/PROMOTER** has completed the construction of the multi storied building marked and classified as “ **CITY PLAZA** ” more fully described in the **First Schedule** hereinafter written.

3.1.cc] OWNERSHIP OF BUILDING PREMISES:- Said Eastern Devcon Limited herein the

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SELLER/PROMOTER is the absolute and undisputed owner of said building premises constructed over **ALL THAT** piece and parcel of land measuring 15 Decimals comprised in **R.S Dag No-170** in the L.R Khatian No-..... Corresponding to the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475, 4474 at Mouza- Chanak, J.L No-04, P.S-Titagarh, within the Ward No-21, Holding No-19/A, S.N Banerjee Road within the Jurisdiction of the Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120.

3.1.dd]- DESIRE OF THE PURCHASERS FOR PURCHASING A FLAT:- The **PURCHASERS** herein pursued and inspected the title deeds, the building sanction plan and other related documents in respect of the Schedule mentioned property and satisfied himself in regards thereto and approached to the **SELLER** to purchase **ALL THAT** piece and parcel of complete floor residential **Flat being No-.....**, on the **FLOOR** at **Block-.....** measuring about **Sq.Ft** be the same and a little bit more or less of super built up area **along with one car parking space on the premises** of the building called as **“CITY PLAZA”** at Holding No-19/A, S.N Banerjee Road, lying and situate on the plot of land admeasuring an area of 15 Decimals of Bastu land comprised in the **R.S Dag No-170** in the L.R Khatian No-..... Corresponding to the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475, 4474 at Mouza- Chanak, J.L No-04, P.S-Titagarh, within the Ward No-21, within the Jurisdiction of the Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 together with all common & undivided right, enjoyment and easement rights for egress and ingress of all common spaces, amenities, and facilities in the said building (**Said Property**) mentioned in the **THIRD SCHEDULE**.

3.1.ee]- ACCEPTANCE BY THE SELLER/PROMOTER:- The **SELLER/PROMOTER** herein the **Eastern Devcon Limited** has accepted the aforesaid proposal of the **PURCHASERS** by entering into an Agreement for sale dated/...../2020 and agreed therein to sell the aforesaid flat being **ALL THAT** piece and parcel of a complete floor residential **Flat being No-.....**, on the **FLOOR** at **Block-.....** measuring about **Sq.Ft** be the same and a little bit more or less of super built up area **along with one car parking space on the premises** of the building called as **“CITY PLAZA”** at Holding No-19/A, S.N Banerjee Road, lying and situate on the plot of land admeasuring an area of 15 Decimals of Bastu land comprised in the **R.S Dag No-170** in the L.R Khatian No-..... Corresponding to the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475, 4474 at Mouza- Chanak, J.L No-04, P.S-Titagarh, within the Ward No-21, within the Jurisdiction of the Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 together with all common & undivided right, enjoyment and easement rights for egress and ingress of all common spaces, amenities, and facilities in the said building (**Said Property**) at or for a total

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consideration of **Rs.-/[Rupees]** Only and subsequently the **PURCHASERS** already paid the same to the **SELLER**.

3.1.ff]- TRUE AND CORRECT REPRESENTATION-: The **SELLER/PROMOTER herein** is the absolute and undisputed owner and occupier of the "said property" and such ownership having been acquired in the manner stated herein above , the contents of which are all true and correct.

4). REPRESENTATION, WARRANTY AND COVENANTS REGARDING ENCUMBRANCES AS FOLLOWS-: The **SELLER/PROMOTER** herein represents, warrants and covenants regarding encumbrances as follows:-

4.1.- NO ACQUISITION AND REQUISITION-: The **SELLER/PROMOTER herein** has not received any notice from any authority for acquisition and requisition or vesting of the "said property" and declare that the "said property" is not affected by any scheme of the local municipality or Government or any statutory body.

4.2- NO ENCUMBRANCE BY THE ACT OF THE VENDOR -: The **SELLER/PROMOTER herein** has not at any time done or executed or knowingly suffered or been party or party to any act, deed, thing and matter including the grant of right of easements, whereby the "said property" or any part thereof can or may be impeached, encumbered, or affected in title.

4.3- RIGHT, POWER AND AUTHORITY TO SELL-: The **SELLER/PROMOTER herein** has got right, full power, absolute authority and indefeasible title to grant, sale, convey and transfer and assign and assure the "said property" to the **PURCHASERS**.

4.4- NO DUES-: No tax in respect of the said property is due to the **Barrackpore Municipality** and/or any other authority or authorities and no certificate case is pending for realization of any rent or taxes from the **SELLER/PROMOTER**.

4.5- NO RIGHT OF PRE-EMPTION-: No person or persons whatsoever have /had/has any right of pre-emption over and in respect of the "said property" or any part thereof.

4.6- NO MORTGAGE-: No mortgage or charge has been created by the **SELLER /PROMOTER** hereinby

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depositing the title deed or otherwise over and in respect of the "said property" or any part thereof.

4.7- FREE FROM ALL ENCUMBRANCES-: The "said property" is now free from all encumbrances, charges, lien Les pen dens, attachments, use, trusts, prohibition, Income tax attachments, financial institution charges, statutory prohibition, acquisitions, requisitions, vesting, liabilities, claims and or demands whatsoever or howsoever made or suffered by the **SELLER/PROMOTER** or any person or persons having or lawfully , rightfully or equitably claiming any estate or interests therein through, under or in trust for the **SELLER/PROMOTER** and the predecessors in title and the title of the **SELLER/PROMOTER** to the said property is free, clear and marketable.

4.8- NO PERSONAL GUARANTEE-: The "said property" is not affected by or subject to any personal guarantee for securing any financial accommodation.

4.9- NO BAR BY COURT ORDER OR STATUTORY AUTHORITY-: There is no order of court or any other statutory authority prohibiting the **SELLER** from selling, transferring and / or alienating the "said property" or any part thereof.

5. BASIC UNDERSTANDING -:

5.1- AGREEMENT TO SELL AND PURCHASE-: The **PURCHASERS** have approached to the **SELLER/PROMOTER** to buy a Flat and **Car Parking Space** at above mentioned site and concluded the deal at a total consideration of **Rs.-/ [Rupees] Only** and the **PURCAHSERS** based on the representations, warranties and covenants mentioned in clause 3 and its sub clauses above [collective representation] has agreed to purchase the said property at or for a consolidated consideration of **Rs.-/ [Rupees] Only** from the **SELLER/PROMOTER** and entered into an agreement for sale dated on-.....-2020 by making the payment of **Rs.....-/ [Rupees] only** and service Taxes as application amount.

6. TRANSFER -:

6.1- HEREBY MADE-: The **SELLER/PROMOTER** herein hereby sells, conveys and transfers the

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PURCHASERS the entirety of his right, title and interest of whatsoever or howsoever nature in the **said property** of **ALL THAT** piece and parcel of a complete **floor residential Flat being No-**, **on the** **FLOOR at Block-**..... **measuring about** **Sq.Ft** be the same and a little bit more or less of super built up area **along with one car parking space** on the premises of the building called as **“CITY PLAZA”** at Holding No-19/A, S.N Banerjee Road, lying and situate on the plot of land admeasuring an area of 15 Decimals of Bastu land comprised in the **R.S Dag No-170** in the L.R Khatian No-..... Corresponding to the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475, 4474 at Mouza- Chanak, J.L No-04, P.S-Titagarh, within the Ward No-21, within the Jurisdiction of the Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 together with all common & undivided right, enjoyment and easement rights for egress and ingress of all common spaces, amenities, and facilities in the said building (**Said Property**) herein after written and demarcated in **RED** color on plan attached herewith and more fully described in the schedule below.

6.2- CONSIDERATION:- The aforesaid transfer is being made in consideration of a sum of **Rs.**/[**Rupees**] **Only** paid by the **PURCHASERS** to the **SELLER/PROMOTER** receipts of which hereunder written , admits and acknowledges.

7. TERMS OF TRANSFER:-

7.1- SALIENT TERMS:- The transfer being effected by this conveyance is:-

7.2- SALE :- A sale within the meaning of the **Transfer of Properties Act, 1882 as amended up to date.**

7.3- ABSOLUTE :- Absolute, irreversible and perpetual.

7.4- FREE FROM ENCUMBRANCES:- Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, impedances, uses, trusts, prohibition, income tax attachments, financial institution charges, reversionary rights, statutory prohibition, acquisitions and requisitions, vesting and liabilities whatsoever.

7.5- TOGETHER WITH ALL OTHER APPURTENANCES:- Together with all other rights the **SELLER/PROMOTER** has in the **“said property”** and all other appurtenances including but not limited to

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customary and other rights of easements for beneficial use of the "said property" which includes all unrecorded/non mutated land purchased by the **SELLER/PROMOTER** as mentioned in the various sub clauses of **clause-4**.

7.6- SUBJECT TO -: The transfer being effected by this conveyance is subject to:-

7.6.a- INDEMNIFICATION-: Indemnification by the **SELLER/PROMOTER** about the correctness of its title and authority to sell and their conveyance is being accepted by the Purchasers on such express indemnification by the **SELLER/PROMOTER** about the correctness of the **SELLER/PROMOTER** and the **IT'S** title and the representation and the authority to sell which if found defective or untrue any time , the **SELLER/PROMOTER** shall at its risk and responsibility forthwith take all necessary steps to remove and /or rectify.

7.6.b- TRANSFER OF PROPERTY ACT-: All obligations and duties of the **SELLER/PROMOTER** and **Purchasers** as provided under the **Transfer of Property Act, 1882** save as contracted to the contrary hereunder to be followed.

7.7- DELIVERY OF POSSESSION-: Khas, vacant and peaceful possession of the "said Property" has been handed over by the **SELLER/PROMOTER** to the **PURCHASERS** which the **PURCHASERS** admits, acknowledges, confirm and accept.

7.8- OUTGOINGS-: All statutory revenue, cess, taxes, surcharges, outgoing and levies of or on the "said Property" relating to the period till the date of the conveyance, whether as yet demanded or not , shall be borne, paid and discharged by the **SELLER/PROMOTER** with regard to which the **SELLER/DEVELOPER** herein hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

7.9- HOLDING POSSESSION-: The **SELLER/PROMOTER herein** hereby covenants that the **PURCHASERS** and their heirs, executors, administrators, representatives and assigns, shall and may from time to time and all time hereafter peaceably and quietly enter into hold, possess, use and enjoy the "said property" and every part thereof and receives rents issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed and transferred , assigned and assured or expressed or

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intended so to be unto and to the **PURCHASERS**, without any lawful eviction, hindrance, interruptions, disturbances, claim or demands whatsoever from or by the vendor/owner, developer or any person or persons lawfully or equitably claiming any right or estate therein from or under or in trust from the **SELLER**.

7.10- INDEMNITY:- The **SELLER/PROMOTER** hereby covenants that the **SELLER/PROMOTER** or any person claiming under it in law, trust and equity, shall at all time hereafter, indemnify and keep indemnified the **PURCHASERS** and their heirs, executors, administrators, representatives and assigns, and /or their successors in interest of, from and against any loss damage, costs, charges and expenses which may be suffered by the **PURCHASERS** and their heirs, executors, administrators, representatives and assigns, and /or their successors in interest by reason any defect in title of the **SELLE/PROMOTERR** or any of the representation found to be untrue.

7.11- NO OBJECTION FOR MUTATION:- The **SELLER/PROMOTER** declares that the **PURCHASERS** can fully be entitled to mutate their name in all records of the concerned authority including **Bidhannagar Municipality** and to pay tax or taxes, rent or rents and all other impositions in their own name in respect of the "said property" The **SELLER/PROMOTER** under take to co-operate with the **PURCHASERS** in all respect to cause mutation to the said property in the name of the **PURCHASERS** and in this regard shall sign all documents and papers as required by the **PURCHASERS**.

7.12- FURTHER ACTS:- The **SELLER/PROMOTER** hereby covenants that the **SELLER/PROMOTER** or any person claiming under him, shall and will from time to time and at all time hereafter, upon every request and costs of the **PURCHASERS** and /or their successors in interest does or execute or cause to be done or executed all such acts, deeds, thing, maters, for further or more perfectly assuring the title of the "**said property**".

FIRST SCHEDULE ABOVE REFERRED TO

It is a **G+**.... storied Building for purpose constructed on the plot of land measuring about 15 Decimals of Bastu land comprised in the **R.S Dag No-170** in the L.R Khatian No-..... Corresponding to the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475, 4474 at Mouza-Chanak, J.L No-04, P.S-Titagarh, within the Ward No-21, Holding No-19/A, S.N Banerjee Road within the Jurisdiction of the Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 **which is butted and bounded by:-**

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ON THE NORTH:-R.S Dag No-134/854.

ON THE SOUTH:-R.S Dag No-180, 181 and 174 and 8' wide Road

ON THE EAST -: R.S Dag No-213 and 14' wide Road.

ON THE WEST:- R.S Dag No-134 and 8'ft wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the land)

ALL THAT a plot of Bastu land measuring about 15 Decimals comprised in **R.S Dag No-170** in the L.R Khatian No-..... Corresponding to the Mod Khatian No-2803 corresponding to the R.S Khatian No-4476, 4475, 4474 at Mouza- Chanak, J.L No-04, P.S-Titagarh, within the Ward No-21, Holding No-19/A, S.N Banerjee Road within the Jurisdiction of the Barrackpore Municipality, Dist-North 24 Parganas, Kolkata-700 120 **which is butted and bounded by:-**

BY THE NORTH: Ashadip Building.

BY THE SOUTH: Others landed property.

BY THE EAST : 30' Pipe Line Road.

BY THE WEST : 12' Municipal Road.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Subject matter of sale)

ALL THAT piece and parcel of a complete floor residential **Flat being No-**, on the **FLOOR at Block-..... measuring about** Sq.Ft be the same and a little bit more or less of **super built up area** (sellable area) **along with one car parking space on the premises** of the building called as "**CITY PLAZA**" at 19/A, S.N Banerjee Road, lying and situate at **as described in the FIRST SCHEDULE** hereinabove written with undivided proportionate impartibly share of land in relating and liberties and common user of the drain, plumbing and sanitary, fittings and connections and together with vertical overhead underneath supporting and inserting terms and fittings and fixtures and in and/or up on all the main load bearing, separating and all common walls in and around the said flat **TOGETHER WITH** usual easements rights and liberties of unobstructed of the common staircase, lift and the entrance door or passage on the ground floor to egress and ingress to the landing to the said flat as well as all rights, privileges, facilities as set out in the **FOURTH SCHEDULE** hereunder written, where the said flat is

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situate, lying at and being on theFloor forming a part of the said property described in the **FIRST SCHEDULE AND SECOND SCHEDULE** as shown in the attached map or plan as part thereof **TOGETHER WITH** the undivided proportionate share of the impartible right, title and interest in the said land and building complex which are mentioned and described in the **SECOND SCHEDULE & FIRST SCHEDULE**.

FOURTH SCHEDULE ABOVE REFERRED TO

(Rights and obligations of the PURCHASERS)

1.- The PURCHASERS will have the full and absolute right of user in common with the other owners and/or occupiers of different flats, the stair case and landing thereon and there under or get abutting on the public road to egress and ingress and carrying or bringing in taking out of the said flat all goods, furniture and any other moveable item.

2.- Subject to the restrictions and reservations hereinafter containing the **PURCHASERS** will have full and absolute right of user in common with other owners and/or occupants of the said property and building complex of the main drainage, water supply system and connections including the pipes, lines and also water tanks and connection.

3.- The PURCHASERS will have absolute and unfettered right of user of and right of keeping, raising inserting supporting and maintaining all beams, gutters, and structures on and to all walls supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and or supporting walls the **PURCHASERS** shall have to maintain the floor of the said flat so that it may not cause leakage or slippage to the floor underneath.

4.- The PURCHASERS will have their right of obtaining telephone, internet connection to the antenna and/or radio serials on the roof of the said property and for this purpose the **PURCHASERS** shall have the right of digging, inserting and for fixing plug and supporting clumps in all portion of the said property provided always that the **PURCHASERS** shall correct forth with such dug up holes or excavation at their own costs and expenses.

5.- The PURCHASERS and their agent and agents shall have the right of access to the roof of the said property for the purpose of fixing and maintenance television antenna, internet provided exercise of right of

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access mentioned in this clause shall be without causing any inconvenience to the other owners and/or occupiers of the top floor of the said Building of user and the enjoyment of the top floor and water reservoir on the roof of the top floor .

6.- The **PURCHASERS** will have the right of maintenance, repairs, white washing or painting of the door and windows of the said flat in any part of the said property provided any such work does not cause any nuisance or permanent obstruction to the other occupiers of the **said property or the building complex**.

7.- The **PURCHASERS** from time to time and at all time here by agrees to contribute and pay proportionate share towards the costs and expenses of the maintenance charges, service taxes, and impositions and other out goings and the said amount is variable according to the needs of the circumstances and market of the aforesaid sum without any variation as may be fixed as aforesaid individually and/or collectively .The Purchaser shall in addition pay separately any other taxes and/or imposition as may be decided by the Society/Association and that the proportionate maintenance charges for the flat will be paid regularly by the **PURCHASERS** as long as Society/Association is not formed for the maintenance of the building.

8.- The **PURCHASERS** will have right to mutate their name as owner of the said flat and car parking space in the record of the Government or local authority and/or have the said flat separately numbered and assessed for taxes and the Vendor shall whenever required by the Purchasers give therein or their consent or approval in writing for the purpose of such mutation and separate assessment.

9.- The **PURCHASERS** will have full and absolute proprietary right such as the **SELLER** derives from their title save and except that of demolishing or committing waste in respect of the property described in the schedule in any manner so as to effect the **SELLER** or other co owners who have already purchased and acquired similar property right as covered by this conveyance.

10.- The **PURCHASERS** will also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed.

11.- The **PURCHASERS** undivided interest in the soil as more fully described in the **FIRST SCHEDULE & SECOND SCHEDULE** herein above written shall remain joint for all title with the vendor or other co purchaser who may hereafter or hereto before have acquired right, title and interest in the land and in any

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flat in the building as being declared that the interest in the soil is impartibly.

12.- The **PURCHASERS** will not store any inflammable and/or combustible articles in the said flat but excluding items used in the kitchen, and personal purpose.

13.- The **PURCHASERS** will not store any rubbish or any other things in the stair case not to the common area and/or parts causing inconvenience and also disturbance to the other co owners and occupiers.

14.- The **PURCHASERS** will not make any additions or alterations in the flat whereby the main building may be damaged, but the **PURCHASERS** will be entitled to erect wooden partition for the purpose of their family requirement.

15.- The **PURCHASERS** will take separate electric meter , gas and other necessary connection and / or lines for the use and the enjoyment of the flat hereby purchased.

16.- The **PURCHASERS** shall also pay proportionate share of electric consumption in respect of the common areas of the said building .

17.- The **PURCHASERS** will also pay their proportionate share of insurance of the building for earth quake , fire, mob, violence and commotion as decided by the members of the Society /Association with all required proposal and consent.

18. The **PURCHASERS** shall not use and occupy the said property in such a manner which is unlawful, illegal, immoral, illicit and/or cause nuisance to the co owners.

FIFTH SCHEDLUE ABOVE REFERRED TO

(Common areas)

1.- The foundation, columns, beams, supports, stair, stairs case, stair ways, entrance and exists.

2.- Common passage and stair and lift and Lift Room.

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- 3.- Tube well, water pump, water tank, water pipes, reservoir, and other common plumbing installation.
- 4.- Electric wiring , motor and fittings, (excluding those are installed for any particular unit /flat).
- 5.- Drainage, sewerage and rain water pipe.
- 6.- Boundary walls including outer side of the walls of the said building
- 7.- Such other common parts, areas, equipments, installations, fixtures, fittings, covered areas, open space in about the said building as are necessary for passage or user and occupancy of the unit /flat in common and as are easements necessary of the building including the ultimate roof top, the parapet and the open space and areas.
- 8.- Community Hall.
- 9.- Generator Set.
- 10.- Transformer.
- 11.- Gymnasium Hall.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(common expenses)

- 1.- The expenses of administration, maintenance, repairs, replacements, of the common equipments and accessories common areas, and facilities including white washing , painting, decorating, the exterior portion of the said building and building complex , boundary walls entrance, the stair case , the gutters, rain water pipes, motors, pumps, water, and gas pipes, electric wirings and installation , sewerage, drains, and all other common parts , fixtures, fittings, and equipments in, under or upon the building enjoyed or used in common by the purchasers, co-PURCHASER, or other occupiers.
- 2.- The cost of clearing , maintaining and lighting the main entrance, passages, landing staircase, and other parts of the building as enjoyed or used in common by the occupants of the said building.

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- 3.- The salaries of the Chow kidders, plumbers, electricians sweepers ect..
- 4.- The cost of making repairs, replacements, and maintenance of pumps, tube well and other plumbing works including all other services rendered in common with all other occupiers.
- 5.- Municipal or other taxes of owners and occupiers and other levies and out goings etc...
- 6.- Insurance of the building against earth quake , fire mob, civil commotion etc.
- 7.- All electrical charges, payable in common for the common portions of the said building.
- 8.- Such other expenses including printing and sanitary as also all litigation expenses in respect of any dispute with municipality, other authority, insurance company or any other person or persons in relation to or as may be deemed by the developer or any ad hoc committee / association of the occupiers and up keep of the said building.

The respective owners of the said building complex called **AMBHEY RESIDENCY** are liable to form an Association or Society to provide the repair & maintenance of all common use, enjoyments and facilities as mentioned in **FIFTH SCHEDULE**.

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IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands, seals and signatures on the day month year as above written in presence of the following witnesses.

SIGNED, SEALED AND DELIVERED

By the parties at Rajarhat New Town

Kolkata-700 156, in presence of:

1.

SIGNATURE OF THE SELLER

2.

SIGNATURE OF THE PURCHASERS

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MEMO OF CONSIDERATION

Received Rs.-/Rupees] Only from the PURCHASERS as the consideration of this deed of sale by way of several cheques and Cash sign this on the day month and year as above written in presence of the following witnesses.

WITNESSES:-

1.

SIGNATURE OF THE SELLER

2.