

DEED OF CONVEYANCE

This DEED OF CONVEYANCE (hereinafter referred to as “DEED”) is made at Kolkata and executed on this day of, 2020, by and amongst:

A) SRI TARAK NATH BANERJEE (Pan No. - AXHPB3381R), (B) SRI BISWA NATH BANERJEE (Pan No.- ATNPB5825C), (C) SRI RABINDRANATH BANERJEE (PAN NO. CRNPB1921P), (D) SRI SAMIR BANERJEE (PAN NO. BFQPB6463L), all are s/o Late Samarendra Lal Banerjee, all by Profession – Sevice, (E) SMT. MIRA BANERJEE (PAN NO. CFWPB1573G), d/o Samarendra Nath Banerjee, by Profession – Self Employed, by Nationality – Indian, by Religion – Hindu, presently residing at 22/3F, Ustad Amir Khan Sarani, Sarani, P.O. – Haridevpur, P.S. – previously Behala then Thakurpukur and now Haridevpur, Ward No. 122, District – South 24 Parganas, Kolkata – 700082, (hereinafter referred to as the “LANDOWNERS/VENDORS”), which expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include their respective heirs, successors, executors, administrators, trustees, legal representatives and permitted assigns, of the ONE PART;

AND

1. M/S. A.A CONSTRUCTION, a sole proprietorship firm, having its office at 433, Ustad Amir Khan Sarani, Kolkata – 700082, duly represented by its sole Proprietor SRI. SATYABRATA DAS (PAN No. – AQRPD1413D), s/o Late Promod Kishore Das, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 49 years, residing at 433, Ustad Amir Khan Sarani, Kolkata – 700082, P.O. – Haridevpur, P.S. – Haridevpur, Ward No. – 122, District – South 24 Parganas, (herein after referred to as “DEVELOPER/CONFIRMING PARTY”) which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include the said proprietor and his respective heirs, executors, administrators, representatives and assigns of the OTHER PART;

AND

2. (A)(Pan No. –.....) (Aadhar No. –.....), w/o Sri....., aged about – 37 years, by occupation – Housewife, (B) SRI.(Pan No. –) (Aadhar No. –), s/o....., by occupation – retired person, aged about....., (C), (Pan No. –) (Aadhar No. –), w/o Sri. Buddhadeb Ganguly, aged about 63 years, by occupation –, all by nationality – Indian, all by faith – Hindu, all residing Kolkata – 7000; (hereinafter referred to as the “PURCHASERS”, which expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include his respective heirs, successors, executors, administrators, trustees, legal representatives and permitted assigns), of the THIRD PART;

Each of the parties mentioned above, are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS:

1. One Khusiran Bibi, w/o Late Majahar Molla was the absolute owner of ALL THAT piece and parcel of the LAND admeasuring more or less about 49 (Forty Nine) Satak lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Behala, within the jurisdiction of Sub Registrar’s Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536 , along with all easement rights prevalling therein and continued to acquire peaceful possession of the said LAND;
2. The said Khusiran Bibi died intestate,leaving behind her own surviving son Golam Rabbani Molla and two daughters namely Atijan Bibi and Sura Bibi. The said Golam Robbani Molla became the absolute owner of of half portion of the above - mentioned LAND and the said two daughters namely Atijan Bibi and Sura Bibi became the owners of half portion of the above- mentioned land.
3. After the death of Golam Rabbani Molla, his three minor sons namely Jumman Ali Molla, Kalo Alias Deb Raddin Molla,. Saha Dali Molla, one minor daughter namely Nekjan Bibi and his wife namely Sakina Bibi Bewa became the Absolute owners of the half portion of 49 (Forty-Nine) satak land held by Late Golam Rabbani Molla.
4. The said Sakina Bibi Bewa being the mother and legal gurdian of the above mentioned three minor sons and one minor daughter instituted a case vide case No. – 62 at the Alipore Judged Court in the year of 1956, to obtain permission to sale the portion of

shares from the property of the above the above mentioned minors The said prayer has been granted by the said learned Court according to Act VIII, ORDER NO. – 9, DATED 19TH June, 1970.

5. Now the said Sakina Bibi Bewa along – with Atijan Bibi and Sura Bibi entered into an agreement. For Sale with one Samarendra Lal Banerjee, s/o Late Kunjalal Bandhopadhyay, residing at 102/2B, Beniya Tola Street, Jora Bagan, Kolkata, for All that piece and parcel of the Land admeasuring more or less about 49 (Forty Nine) satak lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Behala, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536 ,for a total consideration of R.s. – 2401/- (Rupees Two thousand Four Hundered and one) and the same Agreement For sale was registered at sub Registrar's Office, Alipore, and was recoeded in Book No. – 1, Volume No. 30, Pages 227 to 230, Being No. – 1805 for the year 1956.
6. As per the aforesaid Agreement For Sale and also the instruction of Samarendra Lal Banerjee, the said Sakina Bibi Bewa Along – with Atijan Bibi and Sura Bibi sold All that Piece And Parcel of the LAND admeasuring more or less about 49 (Forty Nine) satak lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Behala, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536 ,for a total consideration of R.s. – 2401/- (Rupees Two thousand Four Hundered and one) to Smt. Nirupama Devi, w/o Late Asutosh Ganguly, resident of Haridevpur, P.S. – Behala, District – South 24 Parganas, vide registered Deed of Conveyance and the same registration was done in the Office of Sub Registrar Alipore Sadar, and was recorded in Book No. – 1, Volume No. 95, Pages 81 to 88, Being No. 5009 for the year 1956.
7. Smt. Nirupama Devi died intestate leaving behind her only daughter Smt. Ashalata Banerjee. Smt. Ashalata Banerjee became the absolute owner of All that piece and parcel of the LAND admeasuring more or less about 49 (Forty Nine) satak lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Behala, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536

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8. Smt. Ashalata Banerjee died intestate on 31st October, 1992, leaving behind her surviving legal heirs namely (A) Sri Sankar Banerjee (B) Sri Tarak Nath Banerjee (C) Sri Biswanath Banerjee (D) Sri Rabindra Nath Banerjee (E) Sri Samir Banerjee (F) Smt. Mira Banerjee (G) Sri Surajit Banerjee (H) Sri Sibul Banerjee (I) Sri Sambhu Nath Banerjee (J) Smt. Bulbul Chatterjee (K) Smt. Papiya Mukherjee. The said legal heirs of Late Ashalata Banerjee became the absolute owners All that piece and parcel of the LAND admeasuring more or less about 49 (Forty Nine) satak lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Behala, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536.
9. Now that out of above mentioned 11 (eleven) legal heirs of Late Ashalata Banerjee, 5 (five) legal heirs namely (A) Sri Surajit Banerjee, (B) Sri Sibul Banerjee (C) Sri Sambhu Nath Banerjee (D) Smt. Bulbul Chatterjee (E) Smt. Papiya Mukherjee, sold their undivided 5/11th portion of property i.e. ALL that piece and parcel of the LAND admeasuring more or less about 5 (Five) Khatas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Previously Behala than Thakurpukur and now Haridevpur, P.O. – Haridevpur, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375, Dag No. – 535, now numbered as Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having Asesse No. – 411220908177, to the then Purchasers namely (A) Sri Sankar Banerjee (B) Sri Tarak Nath Banerjee (C) Sri Biswanath Banerjee (D) Sri Rabindra Nath Banerjee (E) Sri Samir Banerjee (F) Smt. Mira Banerjee for a total consideration of R.s. 80,000/-(Eighty Thousand only) vide Registered Deed of Conveyance and the same registration was done in the Office of District Sub Registrar Alipore Sadar, and was recorded in Book No. – 1, Volume No. 2, Pages 149 to 160, Being No. 47 for the year 1996.
10. Now that namely (A) Sri Sankar Banerjee (B) Sri Tarak Nath Banerjee (C) Sri Biswanath Banerjee (D) Sri Rabindra Nath Banerjee (E) Sri Samir Banerjee (F) Smt. Mira Banerjee became the absolute owners All that piece and parcel of the LAND admeasuring more or less about 5 (Five) Kathas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Previously Behala than

Thakurpukur and now Haridevpur,P.O. – Haridevpur, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535, now numbered as Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having Asesse No. – 411220908177.

11. The aforesaid Sankar Banerjee was a bachelor and died 21st March, 2014. BEFORE HIS DEATH, Sankar Banerjee made a registered Will that his death the undivided 1/6th share of land in the above - mentioned ALL that piece and parcel of the LAND admeasuring more or less about 5 (Five) Kathas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, will become the joint property of (A) Sri Tarak Nath Banerjee (B) Sri Biswanath Banerjee (C) Sri Rabindra Nath Banerjee (D) Sri Samir Banerjee (E) Smt. Mira Banerjee and the said WILL was probated in the Court of Learned District Delegate at Alipore, Learned 1st Court Civil Judge Senior Division, Alipore vide Act XXXIX Case No. 1065 of 2016, dated 15th January, 2019.
12. So. Sri Tarak Nath Banerjee (C) Sri Biswanath Banerjee (D) Sri Rabindra Nath Banerjee (E) Sri Samir Banerjee (F) Smt. Mira Banerjee became the absolute LANDOWNERS/VENDORS of All that piece and parcel of the LAND admeasuring more or less about 5 (Five) Kathas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Previously Behala than Thakurpukur and now Haridevpur,P.O. – Haridevpur, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375 Dag No. – 535, now numbered as Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having Asesse No. – 411220908177.
13. The said Land is free from all encumbrances, charges, liens, lis-pendences, and mortgage and has no acquisition or requisition and/or any civil, criminal proceeding is/are not pending before any learned court under its jurisdiction.
14. For better accommodation and to get more benefit from the said property, the LANDOWNERS/VENDORS herein is desirous of constructing a G + III Storied Building upon SAID PREMISES but due to financial deficiency, the LANDOWNERS/VENDORS

are unable to construct the G + III Storied Building. The LANDOWNERS/VENDORS have invited offers from prospective developers who are financially sound to undertake construction of the BUILDING at his/their/its own costs and to grant the LANDOWNERS/VENDORS a portion of the constructed area in the said BUILDING according to LANDOWNERS/VENDORS choice with the liberty and authority for the DEVELOPER/CONFIRMING PARTY to dispose of or otherwise deal with the remaining portion of the constructed area according to his/their/its discretion;

15. After due search, the LANDOWNERS found the DEVELOPER/CONFIRMING PARTY and approached the DEVELOPER/CONFIRMING PARTY to construct a G + III Storied Building.

16. The DEVELOPER/CONFIRMING PARTY has agreed to make the construction of G + III Storied BUILDING on the said LAND as per the BUILDING PLAN sanctioned by the Kolkata Municipal Corporation in consideration of and/or the terms and conditions as mentioned in the Development Agreement dated 26th April, 2019, entered between the LANDOWNERS/VENDORS and the DEVELOPER/CONFIRMING PARTY and the same has been registered at the office of D.S.R II Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1602-2019, Pages from – 120824 to 120884, Being No. – 160203396 for the year 2019, and the LANDOWNERS/VENDORS herein named have executed a Development Power of Attorney dated 26th April, 2019, to and in favour of the said SRI. SATYABRATA DAS (PAN No. – AQRPD1413D), s/o Late Promod Kishore Das, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 49 years, residing at 433, Ustad Amir Khan Sarani, Kolkata – 700082, P.O. – Haridevpur, P.S. – Haridevpur, Ward No. – 122, District – South 24 Parganas, sole proprietor of M/S. A.A CONSTRUCTION, a sole proprietorship firm, having its office at 433, Ustad Amir Khan Sarani, P.O. – Haridevpur, P.S. – Haridevpur, Ward No. – 122, District –South 24 Parganas, Kolkata – 700082, and the same has been registered in the office of D.S.R. II, Alipore, South 24 Parganas, and recorded in Book no. I, Volume No. 1602-2019, Pages from –121227 to 121261 Being No. 160203409 for the year 2019.

17. The DEVELOPER/CONFIRMING PARTY thereafter started construction of the proposed G + III Storied Building as per the building sanctioned plan datedon the same Premises.

18. The DEVELOPER/CONFIRMING PARTY further got the said sanctioned plan revised u/r 26(2a)(2b) Vide plan Dated –.....for construction of the proposed G + III Storied Building at the said premises. The DEVELOPER/CONFIRMING PARTY has registered the project under the provision of the Act with the West Bengal Housing Industry Regulation Act 2017(WBHIRA) at Kolkata on dated.....under registration no **HIRA/P/KOL/2018/000125**;

19. It is pertinent to mention here that the DEVELOPER/CONFIRMING PARTY is selling the below-mentioned FLAT out of the DEVELOPER/CONFIRMING PARTY Allocation received as per the above-mentioned Registered Development Agreement dated 26th April, 2019, entered between the LANDOWNER/VENDOR and the DEVELOPER/CONFIRMING PARTY.

20. The PURCHASERS has approached the DEVELOPER/CONFIRMING PARTY to purchase the FLAT BEARING NO... on theFloor of the G + III Storied Building admeasuring a super built up area ofsquare feet on theside be the same a little more or less along with ALL THAT the common parts and/or general portions and/or common areas and facilities TOGETHER WITH the undivided proportionate share or interest in the land comprised in the. Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, Kolkata – 700082(hereinafter referred to as “SAID PREMISES”) appurtenant to the above-mentioned FLAT (more specifically and/or particularly described in the SCHEDULE “SECOND” hereunder written) intended to be owned and/or purchased by the PURCHASERS in the SAID PREMISES.

21. At the request of the PURCHASERS, the DEVELOPER/CONFIRMING PARTY has agreed to sell, transfer and convey the above-mentioned FLAT BEARING NO.... on theFloor of the G+III STROIED BUILDING admeasuring a super built up area ofsquare feet on the South East side of the same a little more or less along consisting of)Bedroom.....toilet of the G+III STROIED BUILDING along with ALL THAT the common parts and/or general portions and/or common areas and facilities TOGETHER WITH the undivided proportionate share or interest in the Land comprised along-with all easement right of common passage(s), paths, landing, entrance and exit, drain, sewerage, water course, water connection, common roof right, overhead and underground water reservoir, septic tank, ALONG-

WITH all fittings, fixtures and installations thereto attached, in the SAID PREMISES appurtenant to the above-mentioned flat intended to be owned and/or purchased by the PURCHASERS for a total consideration of Rs.

22. Being fully satisfied, the PURCHASERS herein have entered into an Agreement For Sale with the DEVELOPER/CONFIRMING PARTY onfor purchasing of ALL THAT one self-contained finished residential Flat on the Second Floor admeasuring a super built up area of.....) square feet on theside of the same a little more or less along consisting of 1 (One) Bedroom, 1 (one) Dinning cum Kitchen, 1 (one) Verandha/Balcony, 1 (One) toilet of the G+ III STORIED BUILDING along with ALL THAT the common parts and/or general portions and/or common areas and facilities TOGETHER WITH the undivided proportionate share or interest in the land underneath the G+ III STORIED BUILDING TOGETHER WITH all easement rights of common passages, paths, stairs, stair-cases, landing, entrance and exit, drain, sewerage, water course, water connection, common roof right, overhead and underground water reservoir, septic tank, along-with all fittings, fixtures and installations thereto attached which is more fully and particularly described in the SECOND SCHEDULE hereunder written and delineated in a separate map/plan attached hereto constructed on the FIRST SCHEDULED PROPERTY at and for the total consideration price of Rs..... only) free from all sorts of encumbrances, liens, lis pendens, charges, mortgages and attachments whatsoever to the PURCHASERS for the same;

23. As per the Agreement for Sale dated....., entered into by and between the PURCHASERS and the DEVELOPER/ CONFIRMING PARTY, the PURCHASERS have already paid (a) a sum of Rs.....only) vide cheque bearing no. dated....., drawn on, Branch –as an advance money (b) the sum of Rs. 80,000/- (Rupees Eighty Thousands only) vide cheque bearing no.next part payment (c) the rest consideration money amounting to Rs.at the time of registration as mentioned in MEMO OF

CONSIDERATION (hereunder written) out of the total purchase consideration amounting to Rs,.....only)the receipt of which sum the DEVELOPER/VENDOR hereby acknowledges. The above-mentioned amount of Rs.....only) has been disbursed vide the aforesaid cheque drawn on HDFC Bank since the PURCHASERS have obtained a loan of Rs.

UNLESS CONTRARY AND/OR REPUGNANT TO THE SUBJECT OR CONTEXT the following shall have meaning as follows:

- (a) PREMISES shall mean the LAND which is numbered as Premises No. 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani,Kolkata – 700082 more-fully mentioned in the FIRST SCHEDULE.
- (b) BUILDING shall mean the new G + III STORIED BUILDING constructed in the SAID PREMISES containing several independent and self-contained flats and other constructed areas.
- (c) CO-OWNERS according to the context shall mean the persons who for the time being, own any FLAT in the BUILDING or have agreed to purchase the same and have taken possession thereof (including the DEVELOPER/CONFIRMING PARTY for those units and other constructed spaces not alienated by him and/or reserved and/or retained by him for his own exclusive use).
- (d) COMMON AREAS AND INSTALLATIONS shall mean the common areas installations and facilities in and for the PREMISES mentioned and specified in the THIRD SCHEDULE hereunder written and expressed by the DEVELOPER/CONFIRMING PARTY therein for common use and enjoyment of the CO-OWNERS.
- (e) COMMON EXPENSES shall mean and include all expenses for the maintenance management upkeep and administration of the PREMISES and the BUILDING and in

particular the COMMON AREAS AND INSTALLATIONS and rendition of common services in common to the CO-OWNERS and all other expenses for the common purposes (including those mentioned in the FOURTH SCHEDULE hereunder written) to be contributed and shared by the CO-OWNERS.

- (f) COMMON PURPOSES shall mean and include the purposes of managing maintaining and up keeping the BUILDING and the PREMISES and in particular the COMMON AREAS AND INSTALLATIONS rendition of common services in common to the CO-OWNERS, collection and disbursement of the common expenses and administering and dealing with the matters of common interest of the CO-OWNERS and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the COMMON AREAS AND INSTALLATIONS in common.
- (g) UNITS shall mean the independent and self-contained residential flats and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the BUILDING at the said PREMISES and also the proportionate undivided share in the LAND comprised in the PREMISES and in the COMMON AREAS AND INSTALLATIONS, attributable thereto.
- (h) BUILT-UP AREA according to the context shall mean and include the plinth area of any unit in the BUILDING and proportionate share of stair and lobby (including the thickness of the external and internal walls thereof and columns therein PROVIDED THAT if any wall or column be common between TWO UNITS, then one half of the area under such wall or column shall be included in the area of each such UNIT.
- (i) SUPER BUILT UP AREA according to the context shall mean and include the built-up area defined hereinabove together with the proportionate area added thereto pertaining to the common areas, half landings, main entrance lobbies, pathways, and passages, leading passages, common toilets, guard room, common service areas

etc. as may be practically included therein and as may be required to be so included therein.

- (j) PROPORTIONATE OR PROPORTIONATELY shall mean the proportion in which the covered area of any unit to be the covered area of all the units in the BUILDING such as the stair, stair case, lobby, corridor.
- (k) FLAT shall mean the UNIT defined hereinbefore comprised in the G + III STORIED BUILDING at the said PREMISES, more fully and particularly mentioned and described in the SECOND SCHEDULE written herein shall include the PURCHASERS' proportionate undivided share in the COMMON AREAS AND INSTALLATIONS as also in the LAND comprised in the said PREMISES attributable to the said FLAT.
- (l) SHARE IN THE PREMISES shall mean proportionate undivided indivisible impartible variable share in the LAND comprised in the said PREMISES attributable to the FLAT agreed to be purchased hereunder by the PURCHASERS.
- (m) BUILDING ASSOCIATION shall mean any association that may be formed by the CO-OWNERS for the common purposes having such Rules, Regulations, Byelaws and Restrictions as be deemed proper and necessary by the Flat in their absolute discretion.
- (n) DATE OF COMMENCEMENT OF LIABILITY shall mean the date on which the PURCHASERS takes actual physical possession after fulfilling all her liabilities and obligations in terms hereof or the date of deemed possession upon expiry of the period specified in the notice by the DEVELOPER/CONFIRMING PARTY to the PURCHASERS to take possession of the FLAT irrespective of whether the PURCHASERS takes actual physical possession of the said FLAT, whichever be earlier.

- (o) BUILDING PLAN shall mean the plan for construction of the BUILDING on the said PREMISES sanctioned by the Kolkata Municipal Corporation being BUILDING PLAN 2018130272 dated 07/01/2019, from the Kolkata Municipal Corporation.
 - (p) WORDS importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.
 - (q) Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER. Similarly, words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER;
 - (r) NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.
1. NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:

In the PREMISES, aforesaid and further in consideration of the sum of Rs.only) being the lawful money of the Union of India in hand well and truly paid by the PURCHASERS to the DEVELOPER/CONFIRMING PARTY herein in the manner as per Memorandum of Consideration hereunder written and/or given at or before the execution of these presents, the receipt whereof the DEVELOPER/CONFIRMING PARTY herein admits and acknowledges and of and from the payment of the same and every part thereof, the DEVELOPER/CONFIRMING PARTY herein doth hereby forever, release, discharge and acquit the PURCHASERS herein and the infrastructure of the below-mentioned FLAT hereby sold and transferred and the DEVELOPER/CONFIRMING PARTY doth hereby grant, sale, convey, transfer, assign and assure unto and to the PURCHASERS herein of ALL THAT one self-contained residential Flat Bearing No.on theFloor of the G +III Storied Building admeasuring a super built up area of.....) square feet on theside consisting ofBedroom,

.....Dinning cum Kitchen,Verandha/Balcony, along with ALL THAT the common parts and/or general portions and/or common areas and facilities TOGETHER WITH the undivided proportionate share or interest in the Land of the G + III Storied Building comprised in the Premises No. 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, Kolkata – 700082, which is more fully and particularly described in the SECOND SCHEDULE hereunder written and delineated in the map/plan attached hereto ALONG WITH ALL THAT the common parts and/or general portions and/or COMMON AREAS and facilities TOGETHER WITH the undivided proportionate share or interest in the LAND (more fully and particularly mentioned, described, enumerated, provided and given under the FIRST SCHEDULE hereunder written) comprised in the said PREMISES underneath the G + III Storied Building TOGETHER WITH all easement rights of common passages, COMMON AREAS and facilities, paths, landings, entrance and exit, drain, sewerage, water course, common roof rights, water connection, overhead and underground water reservoir, septic tank, along-with all fittings, fixtures and installations thereto attached, which is more fully and particularly described in the THIRD SCHEDULE hereunder written in the BUILDING TOGETHER WITH permanent hereditary and absolute right to use and occupation TOGETHER WITH all right of easements and quasi easements services and facilities attached to the said PREMISES under the Municipal limits of the Kolkata Municipal Corporation and also in the common attributable to the said FLAT completed and made habitable by the PURCHASERS herein from the DEVELOPER/CONFIRMING PARTY AND the reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection with the FLAT hereby granted sold, conveyed and transferred or expressed or intended so to be AND all the estates, rights, title, interest, property, claim and demand whatsoever of the DEVELOPER/CONFIRMING PARTY herein into out of or upon the FLAT hereby granted, sold, conveyed, and transferred TOGETHER WITH all the easements or quasi-easements and other stipulations and

provisions in connection with the beneficial use and enjoyment of the said FLAT belonging to the PURCHASERS herein TO HAS AND TO HOLD the same and every part or parts thereof unto the PURCHASERS herein absolutely and forever free from all encumbrances, trusts, liens, lis-pendens and attachments whatsoever (save those as is expressly mentioned herein) SUBJECT NEVERTHELESS to the PURCHASERS covenant hereunder contained AND ALSO SUBJECT to the right of passage to the DEVELOPER/CONFIRMING PARTY and occupiers of FIRST SCHEDULE property and over the said common passage.

2. THE DEVELOPER/CONFIRMING PARTY HEREIN DOTH HEREBY COVENANT WITH THE PURCHASERS HEREIN as follows:

a. The interest which the DEVELOPER/CONFIRMING PARTY herein doth hereby profess to transfer subsists and that the DEVELOPER/CONFIRMING PARTY herein has good right, full power absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the infra-structure of the FLAT on the Floor admeasuring a super built up area ofsquare feet onside of the G + III STORIED BUILDING ALONG WITH undivided proportionate share in the LAND comprised in the said PREMISES and in the COMMON AREAS hereby granted, conveyed, transferred, assigned and assured unto and to the PURCHASERS in the manner aforesaid.

b. The DEVELOPER/CONFIRMING PARTY hereby assures the PURCHASERS that he has not violated or contravened and/or shall not violate or contravene any provisions of the law, rules, regulations and bye-laws in force in respect of the said FLAT on theadmeasuring a super built up area ofsquare feet on theside of the G + III Storied Building.

c. It shall be lawful for the PURCHASERS herein from time to time and at all times hereafter peaceably and quietly but subject nevertheless to the provisions herein

contained and also payment, inter alia, of the common expenses/maintenance charges or any other sum as may be fixed by the person or persons responsible for maintenance and protection of the BUILDING and shall hold, use, possess and enjoy the FLAT on theFloor admeasuring a super built up area ofsquare feet on the side of the G + III Storied Building and every part thereof and to receive the rents issues and profits thereof without any interruption, hindrance, claim or demand or disturbance whatsoever from or by the DEVELOPER/CONFIRMING PARTY herein or any person or persons claiming through under or in trust for the DEVELOPER/CONFIRMING PARTY herein.

- d. The FLAT on the..... Floor admeasuring a super built up area of square feet on thesideof the G + III Storied Building hereby sold and transferred or intended so to be is free and discharged from and against all manner of encumbrances whatsoever.
- e. The DEVELOPER/CONFIRMING PARTY covenants with the PURCHASERS herein that the DEVELOPER/CONFIRMING PARTY herein shall from time to time and at all times hereafter upon every reasonable request and at the cost of the PURCHASERS make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matter and things whatsoever for better or more perfectly assuring the properties, benefits and rights hereby granted, sold, conveyed and transferred unto and to the PURCHASERS in the manner aforesaid as shall or may be reasonably required by the PURCHASERS herein.
- f. TheDEVELOPER/CONFIRMING PARTY herein covenants with the PURCHASERS herein that the DEVELOPER/CONFIRMING PARTY shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable requests and at the cost of the

PURCHASERS herein or their Attorney or agent or at any trial, commission or examination or otherwise as occasion shall require, produce all or any of the deeds, documents and writings relating exclusively to the said PREMISES and as is in the possession or custody of the DEVELOPER/CONFIRMING PARTY herein and also shall or the like request and cost deliver to the PURCHASERS herein such attested or other copies or extracts of and from such deeds, documents and writings as the PURCHASERS herein may require and will in the meantime unless prevented, as aforesaid, keep the said deeds, documents and writings safe, unobliterated and unconcealed.

g. The PREMISES whereon the said undivided proportionate share is comprised is not hit by the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or that the same is not hit by the provisions of Calcutta Thika Tenancy Act.

h. The DEVELOPER/CONFIRMING PARTY herein has not concealed and/or suppressed any material defects in the title of the FLAT on theFloor admeasuring a super built up area ofsquare feet on theside of the G + III Storied Building.

3. THE PURCHASERS DOTH HEREBY COVENANT WITH THE DEVELOPER/CONFIRMING PARTY HEREIN AS FOLLOWS:

a. The PURCHASERS herein so as to bind the DEVELOPER/CONFIRMING PARTY herein for the time being of the other UNIT(S)/FLAT(S) and so that this covenant shall be for the benefit of the FLAT on the Second Floor admeasuring a super built up area ofsquare feet on the North-East side of the G + III Storied Building, and other plots therein and every part thereof hereby covenants with the DEVELOPER/CONFIRMING PARTY and with CO-OWNERS of the other FLAT(S)/UNIT(S);

- b. That the PURCHASERS herein have examined and inspected the construction of the BUILDING and the facilities and/or amenities provided in the FLAT on the Second Floor admeasuring a super built up area ofsquare feet on thesideof the G + III Storied Building and have fully satisfied themselves with regard thereto and the nature, scope and extent of the benefits or interest provided to the PURCHASERS herein.
- c. The PURCHASERS herein now shall at all times hereafter regularly and punctually make payment of all the Municipal and other rates and taxes and other outgoings, cases, penalties, interests and impositions (including water tax and other property taxes) in respect of the FLAT on the..... Floor admeasuring a super built up area ofsquare feet on thesideof the G + III Storied Building, whatsoever shall arise hereinafter without any claim and/or demand of reimbursement of any kind whatever from the DEVELOPER/CONFIRMING PARTY herein in any manner whatsoever in connection with the same and/or aforesaid and so long as the said FLAT is not separately assessed, the PURCHASERS herein shall pay proportionate share of all such taxes, cases, impositions and outgoings in respect of the FLAT on theFlooradmeasuring a super built up area of.....square feet on thesideof the G + III Storied BuildingStoried Building in the manner aforesaid.
- d. The PURCHASERS herein shall within one year from the date of execution of this presents or so soon thereafter apply for and obtain mutation of the FLAT from the Kolkata Municipal Corporation and shall also obtain separate assessments of the FLAT on the Second Floor admeasuring a super built up area ofsquare feet on thesideof the G + III Storied Building.

- e. To keep the FLAT on theFloor admeasuring a super built up area ofsquare feet on theside of the G + III Storied Buildingand walls, sewers, drains, pipes cables and wires in good repair so as to support shelter and protect the other parts of the BUILDING.
- f. The PURCHASERS herein bind themselves to pay regularly and punctually and every month to the person or persons responsible for maintenance and protection and rendition of the services in common to the CO-OWNERS of the BUILDING, the proportionate share of the expenses and outgoings mentioned hereunder.
- g. To observe and perform the rules and regulations and restrictions from time to time in force for the use and maintenance of the BUILDING and in particular the COMMON AREAS and installations for the benefit of all the CO-OWNERS.
- h. To use the FLAT on theFloor admeasuring a super built up area ofsquare feet on thesideof the G + III Storied Buildingand/or the conveyed portion herein for the residential purpose.
- i. Not to claim any partition or sub-division of the LAND comprised in the said PREMISES or the COMMON AREAS or the common installations and not to partition the FLAT on the Floor admeasuring a super built up area of square feet on thesideof the G + III Storied Buildingby metes and bounds excepting with the prior permission.
- j. To observe the rules framed or to be framed from time to time after completion of registration and mutation by all CO-OWNERS and by the Society or Association at the said PREMISES for quiet and peaceful enjoyment of the said BUILDING.
- k. To allow the representative of the Society or Association or its workmen to enter into the FLAT on theFloor admeasuring a super built up area of

.....square feet on thesideof the G + III Storied Buildingfor the purpose of inspection, if deemed necessary in common interest.

l. As aforesaid further to pay and bear the COMMON EXPENSES and other outgoings and also the rates and taxes for and/or in respect of the said BUILDING proportionately and for the said FLAT on theFloor admeasuring a super built up area ofsquare feet on thesideof the G + III Storied Buildingwholly and/or to make deposit on account thereof in the manner mentioned hereunder with the Association or Society formed on the said PREMISES.

m. To observe, perform and comply with all the rules and regulations and bye-laws for all times to come for the protection, maintenance of the said BUILDING in observance and conformation with the building rules and Corporation bye-laws and regulations in force and for fully and properly vesting the said remainder of the BUILDINGS and appurtenant LAND as common for use and/or occupation of the said FLAT on the Floor admeasuring a super built up area of square feet on thesideof the G + III Storied Buildingby the PURCHASERS herein of the other plot, portions by the holders thereof.

n. The PURCHASERS' undivided interest or share in the said PREMISES shall remain joint for all times with the other CO-OWNERS who may hereafter and/or hereto before have jointly acquired right, title and interest in the said portion of LAND and/or in the plot at their cost constructed thereon. It is being declared that the PURCHASERS shall have absolute right to sell, transfer, lease out, or let out FLAT on theFloor admeasuring a super built up area ofsquare feet on thesideof the G + III Storied Buildingconstructed on the proportionate undivided share of the said LAND to any other party at a cost and amount the PURCHASERS herein will deem proper and fit for which other CO-OWNERS shall

not have any objection whatsoever. Provided that any error in the description of the FLAT on theFloor admeasuring a super built up area ofsquare feet on theside of the G + III Storied Building and the said PREMISES, if subsequently discovered will not vitiate this sale but will be corrected by the PURCHASERS with the co-operation of the DEVELOPER/CONFIRMING PARTY herein at the cost of the PURCHASERS herein by executing rectification deed necessary for the purpose.

- o. To pay the proportionate maintenance charges, costs and expenses to the Society and/or the Association at the said PREMISES for the protection, maintenance and preservation of the said BUILDING.
- p. The PURCHASERS herein should not cause any damage to the BUILDING and not be allowed for any structural change of their FLAT.
- q. The roof of the said G + III Storied Building will be common to all the flat owner(s) and the Flat owner(s) shall not keep any material on the roof of said BUILDING and will not cause any damage to the roof.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of SAID PREMISES)

ALL THAT piece and parcel of the LAND admeasuring more or less about 5 (Five) Kathas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Previously Behala than Thakurpukur and now Haridevpur, P.O. – Haridevpur, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L. No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535, now numbered as Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having Asesse No. – 411220908177, within the limits of the Kolkata Municipal Corporation, Municipal Ward No. -, Borough –, P.O. – Haridevpur, P.S. –

Haridevpur, District – South 24 Parganas, Kolkata – 700082, TOGETHER WITH all the fittings and fixtures thereto having right to common service areas and facilities, which is butted and bounded in the following manner:

BUTTED AND BOUNDED BY:

On the NORTH: Land falling under Dag No. 535;

On the SOUTH: Land falling under Dag No. 535;

On the EAST: 12 feet wide K.M.C.Road;

On the WEST: Land falling under Dag No. 535;

SCHEDULE “SECOND” ABOVE REFERED TO

Description of FLAT

ALL THAT, piece and parcel of self- contained residential FLAT Bearing No. ...on theFloor of the G + III Storied Building admeasuring a super built up area of (.....) square feet on theside consisting of....) Bedroom,Living Room, 1 (one) Dinning cum Kitchen,Verandha/Balcony,toilet, 1 (One) W.C. be the same a little more or less along with ALL THAT the common parts and/or general portions and/or common areas and facilities together with the undivided proportionate share or interest in the land comprised in Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having Asesse No. –within the limits of the Kolkata Municipal Corporation, Municipal Ward No. -, Borough –....., P.O. – Haridevpur, P.S. – Haridevpur, District – South 24 Parganas, Kolkata – 700082

THIRD SCHEDULE ABOVE REFERRED TO

COMMON AREAS

1. Common Passage including main entrance leading to the Flat and roof of the building.

2. Water pump, water tank, water supply pipes and water lines, Electric Service line, Electric main line, Staircase, Landings, Wiring, Electric meter for pump installed in the building and in the main meter room;
3. Meter room, Drainage& Sewerages;
4. Boundary walls and Main gate and other vacant/open spaces;
5. Such others common parts, areas, equipments, installations, fixtures, fittings and spares in or about the said building as necessary and such other things and materials likely to be commonly used by the Purchasers or used by her in common with the other occupants/owners of the Building.

FOURTH SCHEDULE ABOVE REFERRED TO

Common Expenses

1. The cost of cleaning and lighting of the passage, landings, stair-case and other portion of the building as enjoyed or used by the Purchasers as aforesaid in common;
2. The cost of salaries of Darwans, if any, sweepers, pump men, electricians, care taker and others employees, if any, for maintenance of the Building.

SPECIFICATIONS

CIVIL SUPERSTRUCTURAL WORKS

- A. FOUNDATION WORK (as per sanctioned Plan and Engineer advise): Excavation, single layer brick flat soiling (joint filling with silver sand) P.C.C. (1:3:6) casting work

with M20 for grade of concrete combined Footing and isolated footing, tie beam, filling, filling with available excavated earth.

- B. R.C.C. FRAME STRUCTURE (as per sanctioned Plan and Engineer advise):
Shuttering reinforcement and casting with M20 grade concrete for slab including beam, stair case, Stair, head room, as per sanction plan.
- C. BRICK WORK (as per sanctioned Plan and Engineer advise): External brickwork 200mm. with cement mortar (1:6), internal brick work 125mm/75mm. with cement mortar, (1:4) (every 3rd layer reinforced with wire net for 125mm/75mm, brick work) 125mm. The brick parapet wall on roof terrace. (1 no. Bricks)
- D. INSIDE PLASTERING (as per Engineer advise): Inside wall with ceiling plaster with cement Mortar (1:6) for wall and (1:4) for ceiling single Layer. Thickness of plastering - 12mm.
- E. LINTEL & CHAJJA: Shuttering, reinforcement work and R.C. casting for internal loft, lintel and chajja etc. (1) Iron rod used (ISI) brand Fe 500 steel), (2) Cement (Ambuja).
- F. DRIVEWAY: Soiling P.C.C. and A.S.F for driveway and open area.
- G. WOODEN WORK: Door Frame shall be made by Sal wood (4"x 2½") (2) 35 mm phenol bonded (water resistant) commercial flush door for all the door with the best quality hinges and screws (Toilet of Sintex make P.V.C)
- H. STAIRS & VARANDAH GRILL: Full covered verandah grill made by 5mmX 18 mm M.S Flat 3" High track and staircase as per plan.
- I. WINDOW: All windows and verandahs to be covered by aluminum channel (Sliding Palla) with Grill for exhaust fan opening in bath and kitchen glass paneled stair window.

- J. FLOORING WORKS: All bed room living/dining, toilet and verandah covered with marble 2 X 2 (range of the marble Rs.40/- to 45/-), if the purchaser choice their marble extra charge will be paid by the purchaser.
- K. DADO WORKS: Light colored glazed tiles (up to 6 - 6' height) for Toilets (3'-0' height over for Kitchen), single layer Kitchen counter slab covered by black stone (only side) extra work will be extra charges. Still Sink (16" X 22").
- L. ELECTRIC WORK: (1) P.V.C. pipe line laying in time of slab casting. (2) Groove cutting on brick wall and laying the P.V.C conceal pipe with Modular Box fixing. (3) I.S.I brand Wire and Anchor Switch be used. (4) MCB box fitting of each flat. (5) Provision for telephone and cable line also done for all flats. 6) A.C. Point for each flats/shop.
- M. PLUMBING & SANITATION: (1) All R.W.D pipes and waste pipes will be P.V.C pipes of supreme makes. (2) Hot water conceal line will be U.P.V.C and C.P.V.C. pipes and on roof level water ring line (P.V.C). (3) Commode/Basin will be (PARRYWARE) brand. (4) Hot & Coldwater systems will be done at every toilets; (5) Necessary stopcock, bibcock, pillar cock fixing in each and every common toilets, (6) 16" X 22" without drain board one steel sink fixed in each kitchen. (7) P.V.C water support fixed at each verandah. (8) Underground Sewerage line will be S.W.G pipe. (9) Over head water tank P.V.C pattern (Multi-Layer).
- N. PAINTING WORK: (1) Inside wall and ceiling finish with 3 mm (Putty), (2) Weather Coat to be used on the front side of the outer wall of the Building; (3) Enamel Paint of best quality over a base coat of primer on steel surface.

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs.only) as the total consideration for selling the Flat No.
.....which is more-fully and particularly mentioned in the SECOND SCHEDULE above
referred to from the PURCHASERS mentioned herein as per Memo below:

IN WITNESS WHEREOF the Parties herein have affixed their respective signatures to this
DEED OF CONVEYANCE at Kolkata, on this day of,
2019, in presence of the witnesses:

WITNESSES:

.....

.....

SIGNATURE OF THE PURCHASERS

.....

SRI SATYABRATA DAS

SOLE PROPRIETOR OF M/S. A.A. CONSTRUCTION

SIGNATURE OF DEVELOPER/CONFIRMING PARTY

DRAFTED AND PREPARED BY ME:

.....

KRISHNENDU MUKHERJEE,ADVOCATE,
AT CALCUTTA HIGH COURT,

ENROLMENT NO. WB/552/2008

Mob: 9804815865.

s