

DEED OF CONVEYANCE

THIS INDENTURE is made this the day of

Two Thousand Eighteen (2018)

B E T W E E N

(1) SRI BIMAL KUMAR MITRA (PAN – AFBPM6789E), son of Late Basanta Kumar Mitra, by creed : Hindu, by occupation : Business, by Nationality : Indian, residing at 4/118, Vidyasagar Colony, Post Office : Garia under Police Station formerly Patuli at present Netaji Nagar, Kolkata - 700 047, **WHEREAS** all that piece or parcel of land measuring an area of 08 Cottah 09 Chittack 29 Sq.ft, more or less, but on actual survey and also possession of site land measurement, it comes an area of 08 Cottah 06 Chittack 07 Sq.ft, more or less togetherwith structure, measuring about 1500 sq.ft.,

more or less, standing thereon, lying and situate within Mouza : Laskarpur under R.S. Dag No. 558 , 576 & 577 within a portion of R.S. Khatian No. 614 , 202 & 493 , at present under L/R Dag No. 900 , 1247 & 1521 within L/R Khatian No. 872 & 2494 , J.L. No. 57 , Being R.S. No. 174 , Touzi No. 3 - 5 , Pargana – Magura within Police Station - Sonarpur , Sub-Registration Office Sonarpur within the local limits of The Rajpur-Sonarpur Municipality under Ward No. 31 , having Holding no. 84 , Purba Para , District : South 24 Parganas , more particularly described in the **FIRST SCHEDULE** hereunder written, now belongs to

SRI BIMAL KUMAR MITRA , being the absolute Owner , possess the above said property, free from all encumbrances, lien, mortgages and lispendens whatsoever.

AND WHEREAS one Sri Subodh Ranjan Ghosh (since deceased) , was the original recorded owner of a piece and parcel of land , measuring about 08 Cottah 09 Chittack 29 Sq.ft. , more or less , but on actual survey and also possession of site land measurement , it comes an area of 08 Cottah 06 Chittack 07 Sq.ft. , more or less , lying and situate within Mouza : Laskarpur under R.S. Dag No. 558 , 576 & 577 within a portion of R.S. Khatian No. 614 , 202 & 493 , at present under L/R Dag No. 900 , 1247 & 1521 within L/R Khatian No. 872 & 2494 , J.L. No. 57 , being R.S. No. 174 , Touzi No. 3 - 5 , Pargana – Magura within Police Station - Sonarpur , within the local limits of The Rajpur-Sonarpur Municipality under Ward No. 31 , having Holding no. 84 , Purba Para , District : South 24 Parganas.

AND WHEREAS said Sri Bimal Kumar Mitra , the Owner herein , purchased a plot of land , measuring about 02 Cottah 12 Chittack 37 Sq.ft. , more or less, lying and situate within Mouza : Laskarpur under R.S. Dag No. 576 & 577 within R.S. Khatian No. 202 & 493 at present under L/R Dag No. 900 & 1247 within L/R Khatian No. 872 , J.L. No. 57 , R.S. No. 174 , Touzi No. 3 - 5 , Pargana – Magura at Laskarpur J.R. Garden within Police Station - Sonarpur , Sub-Registration Office : Sonarpur , presently within the local limits of The Rajpur-Sonarpur Municipality under Ward no. 31 , having Holding no. 84 , Purba Para , District : South 24 Parganas , from said Sri Subodh Ranjan Ghosh , through execution of a Sale Deed dated 6th October ' 1980 , which was registered in the Office of the District Sub-Registrar , Sonarpur , Dist. 24 Parganas (South) and recorded in Book no. 1 , Volume no. 59 , pages from 207 to 212 , being No. 4383 for the year 1980 at or for a valuable consideration.

AND WHEREAS after purchase of the said plot of land , said Sri Bimal Kumar Mitra , the Owner herein , mutated his name in the records of the B.L. & L.R.O. and The Rajpur-Sonarpur Municipality as land owner and started to enjoy the said property by paying The Rajpur-Sonarpur Municipality taxes regularly.

AND WHEREAS while enjoying the ownership of the above mentioned property , said Sri Bimal Kumar Mitra , the Owner herein and one Smt. Bhanu Bala Ghosh jointly purchased another plot of land , measuring about 03 Cottah 00 Chittack 16 Sq.ft. , more or less , adjacent to the above mentioned plot of land , which on physical measurement was found to be 03 Cottah 00 Chittack 06 Sq.ft. , more or less and on further survey and also possession of site land measurement , it comes an area of 03 Cottah 00 Chittack 00 Sq.ft. , more or less , lying and situate within Mouza : Laskarpur under R.S. Dag No. 558 & 576 within R.S. Khatian No. 614 & 202 , at present under L/R Dag No. 1521 & 900 within L/R Khatian No. 872 & 2494 , J.L. No. 57 , R.S. No. 174 , Touzi No. 3 - 5 , Pargana - Magura at Laskarpur J.R. Garden within Police Station - Sonarpur , Sub-Registration Office : Sonarpur , presently within the local limits of The Rajpur-Sonarpur Municipality under Ward no. 31 , having Holding no. 84 , Purba Para , District : South 24 Parganas , from said Sri Subodh Ranjan Ghosh , by executing a Sale Deed dated 13th October ' 1980 , which was registered in the Office of the District Sub-Registrar , Sonarpur , Dist. 24 Parganas (South) and recorded in Book no. 1 , Volume no. 66 , pages from 51 to 56 , being No. 4514 for the year 1980 at or for a valuable consideration.

AND WHEREAS thereafter said Sri Bimal Kumar Mitra , the Owner herein and said Smt. Bhanu Bala Ghosh jointly got mutated their names in the records of the B.L. & L.R.O. and The Rajpur-Sonarpur Municipality as joint land-owners as well as co-shares of the said whole property and enjoyed the same by paying The Rajpur-Sonarpur Municipality taxes regularly.

AND WHEREAS while in possession of the said property , said Smt. Bhanu Bala Ghosh sold , conveyed , transferred and assigned her allocated undivided 50% share i.e. 01 Cottah 08 Chittak 00 Sq.ft. , more or less , out of whole property i.e. 03 Cottah 00 Chittack 06 Sq.ft. , more or less , though on further survey and also possession of site land measurement , it comes an area of 03 Cottah 00 Chittack 00 Sq.ft. , more or less , to her co-sharer namely Sri Bimal Kumar Mitra , the Owner herein , against a valuable consideration , by virtue of a Sale Deed dated 9th August ' 1991 , which was registered in the Office of District Sub-Registrar , Sonarpur , Dist. 24 Parganas (South) and recorded in Book no. 1 , Volume no. 199 , pages from 173 to 179 , being No. 12298 for

the year 1991 and after that said Sri Bimal Kumar Mitra, the Owner no. 1 herein got mutated his name in the records of the B.L. & L.R.O. and The Rajpur-Sonarpur Municipality as the absolute land owner against abovesaid plot of land and started to enjoy the said property by paying The Rajpur-Sonarpur Municipality taxes regularly.

AND WHEREAS thus said Sri Bimal Kumar Mitra, the Owner herein, became an absolute Owner of 2 (two) adjacent plots of land i.e. more or less 02 Cottah 12 Chittack 37 Sq.ft. and more or less 03 Cottah 00 Chittack 00 Sq.ft., constituting a total land measuring about 05 Cottah 12 Chittak 37 Sq.ft., more or less, having Holding no. 84, Purba Para within Mouza Laskarpur in the District of South 24 Parganas, by mutating his name in the records of The Rajpur-Sonarpur Municipality, as the absolute landowner in respect of the above mentioned entire property.

AND WHEREAS in view of the above, said Sri Bimal Kumar Mitra, the Owner herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of land measuring an area of 05 Cottah 12 Chittak 37 Sq.ft., more or less, togetherwith a structure, measuring about 1000 Sq.ft., more or less, standing thereon, lying and situated within Mouza : Laskarpur under R.S. Dag No. 558, 576 & 577 within R.S. Khatian No. 614, 202 & 493, at present L/R Dag No. 900, 1247 & 1521 under L/R Khatian No. 872, J.L. No. 57, Being R.S. No. 174, Touzi No. 3 - 5, Pargana - Magura within Police Station - Sonarpur, Sub-Registration Office : Sonarpur, presently within the local limits of The Rajpur-Sonarpur Municipality under Ward No. 31, having Holding no. 84, Purba Para, District : South 24 Parganas, free from all encumbrances, charges, mortgages, liens, and other liabilities whatsoever.

AND WHEREAS said Sri Bimal Kumar Mitra, the Owner herein, is an absolute Owner-in-possession of the said property, in which none other than the Owner has any right, title, interest and possession.

AND WHEREAS in the meanwhile, said Smt. Bhanu Bala Ghosh purchased another plot of land, measuring about 02 Cottah 12 Chittack 37 Sq.ft., more or less, lying and situate within Mouza : Laskarpur under R.S. Dag No. 558, 576 and 577, portion of R.S. Khatian No. 614, 202 and 493, at present L/R Dag No. 900, 1247 & 1521 under L/R Khatian No. 2494, J.L. No. 57, Being R.S. No. 174, Touzi No. 3 - 5, Pargana - Magura within Police Station Sonarpur, Sub-Registration Office Sonarpur within the local limits of The Rajpur-Sonarpur Municipality under Ward No. 31, having Holding no. 98, Purba Para, District : South 24 Parganas, from Sri Subodh Ranjan Ghosh, through execution

of a Sale Deed dated 6th October ' 1980 , which was registered in the Office of the District Sub-Registrar, Sonarpur and recorded in Book no.1, Volume no. 60 , pages from 269 to 273 , being No. 4382 for the year 1980 , at or for a valuable consideration.

AND WHEREAS while enjoying , said Smt. Bhanu Bala Ghosh sold , conveyed , transferred and assigned said plot of land , measuring about 02 Cottah 12 Chittack 37 Sq.ft. , more or less , to said Smt. Gayatri Mitra , by virtue of a Sale Deed dated 9th August , 1991 , which was registered in the Office of District Sub-Registrar , Alipore , South 24 Parganas and recoded in Book no. 1, Volume no. 199 , pages from 180 to 186 , being No. 12299 for the year 1991.

AND WHEREAS thereafter , said Smt. Gayatri Mitra , got mutated her name in the records of B.L. & L.R.O. and The Rajpur-Sonarpur Municipality , as the absolute landowner in respect of the above mentioned property.

AND WHEREAS in view of the above , said Smt. Gayatri Mitra , is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of land , measuring an area of 02 Cottah 12 Chittack 37 Sq.ft. , more or less , lying and situate within Mouza : Laskarpur under R.S. Dag No. 558 , 576 and 577 , portion of R.S. Khatian No. 614 , 202 and 493 , at present L/R Dag No. 900 , 1247 & 1521 under L/R Khatian No. 2494 , J.L. No. 57 , Being R.S. No. 174 , Touzi No. 3 - 5 , Pargana – Magura within Police Station - Sonarpur , Sub-Registration Office : Sonarpur within the local limits of The Rajpur-Sonarpur Municipality under Ward No. 31 , having Holding no. 98 , Purba Para , District : South 24 Parganas , free from all encumbrances , charges , mortgages , liens and other liabilities whatsoever.

AND WHEREAS said Smt. Gayatri Mitra , is an absolute Owner-in-possession of the said property , in which none other than the Owner has any right, title, interest and possession.

AND WHEREAS thereafter said Smt. Gayatri Mitra , in consideration of her natural love and affection and by mutual consent executed a Gift Deed on 27th April ' 2018 , which was registered in the Office of Additional District Sub-Registrar , Garia , South 24 Parganas and recorded in Book no. 1 , Volume no. 1629-2018 , pages from 62619 to 62637 , being No. 162901985 for the year 2018 , in favour of said Sri Bimal Kumar Mitra , the Owner herein against the abovementioned plot of land , measuring an area of 02 Cottah 12 Chittack 37 Sq.ft. , more or less , togetherwith a structure , measuring

about 500 Sq.ft. , more or less , standing thereon under Ward No. 31 , having Holding no. 98 , Purba Para , District 24 Parganas (South).

AND WHEREAS thus said Sri Bimal Kumar Mitra , the Owner herein , became an absolute owner of a piece and parcel of land , measuring an area of 08 Cottah 09 Chittack 29 Sq.ft. , more or less , but on actual survey and also possession of site land measurement it comes an area of 08 Cottah 06 Chittack 07 Sq.ft. , more or less togetherwith structure , measuring about 1500 Sq.ft. , more or less , standing thereon , lying and situate within Mouza : Laskarpur under R.S. Dag No. 558 , 576 & 577 within a portion of R.S. Khatian No. 614 , 202 & 493 , at present under L/R Dag No. 900 , 1247 & 1521 within L/R Khatian No. 872 & 2494 , J.L. No. 57 , Being R.S. No. 174 , Touzi No. 3 - 5 , Pargana - Magura within Police Station - Sonarpur , Sub-Registration Office : Sonarpur within the local limits of The Raipur-Sonarpur Municipality under Ward No. 31 , having Holding no. 84 , Purba Para , District : South 24 Parganas. to as the **“OWNERS/VENDORS”**(which term or expression shall mean and include unless otherwise excluded or repugnant to the subject or context be deemed to mean and include their legal heirs , representatives , executors , administrators successors and assigns) of the **FIRST PART** (represented by their ***Constituted Attorney namely Sri Gopal Kundu*** , son of Late Dasarath Kundu , resident of 8/1A, Baishnabghata Bye Lane , Post Office : Naktala under Police Station - Netaji Nagar , Kolkata-700 047 , one of the Directors of the Developer company namely M/s. G. P. Housing Pvt. Ltd. and the Power of Attorney dated 16th December '2016 , was registered in the Office of D.S.R.-I , District 24 Parganas (South) and recorded in Book no. I , Volume no. 1601-2016 , pages from 113439 to 113462 , being No. 160103796 for the year 2016).

AND

M/S. G. P. HOUSING PVT. LTD. (PAN - AAECG8061G) , a Private Limited Company registered under Companies Act, 2009 , having its registered office at No. 19T, Baishnabghata Bye Lane , Police Station formerly Patuli now Netaji Nagar, Kolkata-700 047 , represented by its Directors namely (1) **SRI GOPAL KUNDU (PAN- AFXPK7428J)** , Mobile no. 9831035704 , son of Late Dasarath Kundu , by creed : Hindu , by occupation : Business , by Nationality : Indian , resident of Premises No. 8/1A, Baishnabghata Bye Lane , Post Office : Naktala under Police Station - Netaji Nagar , Kolkata-700 047 , (2) **SRI PRASANTA GHOSH (PAN- AFFPG0274A)** , Mobile no. 94777119050 , son of Late Satyendranath Ghosh , by creed : Hindu , by occupation : Business , by Nationality : Indian , resident of Premises No. 114/1A, Raja S. C. Mallick Road , Post Office : Naktala under Police

Station - Netaji Nagar , Kolkata - 700 047 , hereinafter referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Successors-in-office and assigns) of the **SECOND PART**;

AND

(1) **MR.** (PAN-.....) , Mobile no. , son of Mr. , by occupation : Service , (2) **MRS.** (PAN-.....) , Mobile no. , wife of Mr. , by occupation : , both by creed : Hindu , both by Nationality : Indian , both residing at , Post Office : under Police Station - Airport , Kolkata - 700 051 , hereinafter called the “**PURCHASERS**” (which term or expression shall, unless excluded by or repugnant to the context be deemed to mean and include their heirs , executors , administrators , representatives and assigns) of the **THIRD PART** ;

WHEREAS

- 1) The terms in this indenture unless contrary or repugnant to the context shall have the meaning assigned to them in the **FIRST SCHEDULE** hereto.
- 2) ALL THAT a piece or parcel of land measuring measuring about 07 cottah 03 chittack 35 sq.ft, more or less, lying and situate within Mouza : laskarpur under R.S.Dag no. 576 & 577, portion of R.S. Kaitan No. 202 & 493, at present L/R Dag No. 900 , 1247 under L/R khatianno. 872 , J.L.No. 57 Being R.S. No. 174 , Touza no. 3-5 , Pargana - Magura within Police Station - sonarpur Municipality under Ward No. 31 , having holding no. - 84 , Purba Para , Pin -700130 District : south 24 parganas.

Mouza : laskarpur under R.S.Dag no. 576 & 577, portion of R.S. Kaitan No. 202 & 493, at present L/R Dag No. 900 , 1247 under L/R khatianno. 872 , J.L.No. 57 Being R.S. No. 174 , Touza no. 3-5 , Pargana - Magura within Police Station - sonarpur Municipality under Ward No. 31 , having holding no. - 84 , Purba Para , Pin -700130 District : south 24 parganas.

same was recorded in Book No. 1, C.D. Volume No. 16, pages from 816 to 847, being No. 03507 for the year 2012, with M/s. G. P. Housing Pvt. Ltd., the Developer herein, represented by its Directors namely Sri Gopal Kundu and Sri Prasanta Ghosh and also executed a General Power of Attorney dated 27th day

10) Thus the Owner nos. 1, 2, 3, 4 & 5 namely Sri Pradip Kr. Ghosh, Smt. Jharna Sarkar, Dr. Aparna Ghosh, Smt. Alpana Das and Sri Sagardip Ghosh, respectively herein, are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said plot of land TOGETHERWITH a two (II) storied dwelling unit standing thereon, being premises No. 255/53, Netaji Subhash Chandra Bose Road and commonly known as 2/71, Naktala Govt. Scheme No. II under Police Station formerly Jadavpur thereafter Patuli at present Netaji Nagar, within the jurisdiction of The Kolkata Municipal Corporation under Ward No. 100, Kolkata – 700 047, more fully mentioned and described in the **SECOND SCHEDULE** hereunder written.

11) The said property is free from all encumbrances, liens, mortgages, lispendens whatsoever.

12) The Owners are absolute owners-in-possession of the said property in which none other than the owners have any right, title, interest and possession.

13) In view of the above, it became necessary to register 2 (two) nos. Deed of Cancellation to cancel out the above said Development Agreement dated 27.09.2012 and the above said General Power of Attorney dated 27.09.2012, which were executed on 16th December 2016. The Deed of Cancellation of former Development Agreement, registered in the office of the D.S.R.-I, Alipore, South 24 Parganas and recorded in Book no. 1, C.D. Volume no. 1601-2016, pages from 113157 to 113172, being No. 160103786 for the year 2016. The Deed of Cancellation of former General Power of Attorney, registered in the office of the D.S.R.-I, Alipore, South 24 Parganas and recorded in Book no. IV, C.D. Volume no. 1601-2016, pages from 10525 to 10538, being No. 160100624 for the year 2016.

14) After completion of the process of Cancellation of the previous Promotional Agreement dated 27.09.2012, said Developer has further approached the Owners herein, to permit the Developer to develop the said premises under a joint venture scheme.

15) After reviewing the aforesaid proposal by the Developer to develop their said property being premises No. 255/53, Netaji Subhash Chandra Bose Road and commonly known as 2/71, Naktala Govt. Scheme No. II , Post Office : Naktala , Police Station formerly Jadavpur thereafter Patuli at present Netaji Nagar , Kolkata – 700 047 , K.M.C. Ward No. 100 , having Assessee No 21-100-07-2856-5 , more fully mentioned and described in the **SECOND SCHEDULE** hereunder written and which is owned and possessed by the Owners namely (1) Sri Pradip Kr. Ghosh (2) Smt. Jharna Sarkar (3) Dr. Aparna Ghosh (4) Smt. Alpana Das and (5) Sri Sagardip Ghosh respectively herein , subject to the terms and conditions hereinafter contained , have agreed to permit the Developer to develop the said property , on some terms and conditions and consideration and executed a fresh Promotional Agreement dated 16th day of December , 2016 , with the Developer herein , which was registered in the Office of D.S.R. -I , Alipore , District South 24 Parganas and recorded in Book no. I , Volume no. 1601-2016 , pages from 114451 to 114494 , being No. 160103785 for the year 2016.

16) In terms of the said Promotional agreement dated 16.12.2016 , it was agreed interalia that :

- (a) The Developer shall have the exclusive right to build upon and to exploit commercially the said premises by construction of ground plus four (G+IV) storied residential building at the said premises at its own costs and expenses, in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation with any amendment and/or modification thereto made or caused to be made by the Developer but without any hindrance or obstruction from the Owners.
- (b) The constructed areas would be considered in terms of Developer's allocation and Owners' allocation as expressly stated therein.
- (c) The Developer shall be entitled to transfer or dispose of and/or otherwise deal with its allocation in the building and shall at all times have exclusive right to deal with , enter into agreement for sale and transfer the same or part thereof and the common area/facility shall be jointly enjoyed by the Owners and the Developer and/or their respective nominees.
- (d) The Developer will be at liberty to enter into any agreement for sale in respect of the flats and car parking spaces under the Developer's allocation and to receive advances and/or earnest money whatsoever from such intending Purchaser or Purchasers.

(e) It is also agreed in the said Promotional agreement dated 16.12.2016 that the Owners shall effectively execute and register Conveyances in favour of the Developer's nominated intending Purchasers in respect of Developer's allocation for which the stamp duties , registration fees and incidental expenses shall be borne by the Developer or its nominated Purchasers.

17) The Owners/Vendors by Registered General Power of Attorney dated 16th December '2016 , appointed **Sri Gopal Kundu** , son of Late Dasarath Kundu , resident at 8/1A, Baisnabghata Bye Lane , Post Office : Naktala under Police Station : Netaji Nagar , Kolkata – 700 047 , one of the Directors of M/s. G.P. Housing Pvt. Ltd. , the Developer herein , as their true and lawful attorney to do all acts , deeds and things in their names and on their behalf required in respect of newly constructed ground plus four (G+IV) storied building on the said premises and all other affairs related thereto including execution and registration of the Deed of Conveyance or Conveyances. The aforesaid Attorney will sign all the necessary documents , deeds , writings etc. in respect of newly constructed ground plus four (G+IV) storied building on the said premises.

18) The Developer prepared a building plan for construction of a ground plus four (G+IV) storied residential building on the said premises and submitted the same to the Building Department of Rajpur Sonarpur Municipality for the purpose of sanction.

19) After execution of the said Promotional agreement dated 16th December '2016, the Developer obtained the sanctioned building plan , being Building Permit No. 2017100037dated 25.05.2017 in respect of said ground plus four (G+IV) storied building plan.

20) It has been agreed that the Developer shall be entitled to get the entire ground plus four (G+IV) storied building , consisting of 2 (two) nos. of flats on each residential apartments , commercial space , office space , shop , godown and car parking spaces etc. and save and except 1 (one) accommodation , measuring about 300 Sq.ft. covered area on the ground floor of the newly constructed building , which will be allotted to the Owners herein INCLUDING common areas and facilities TOGETHERWITH undivided and impartible proportionate share in the land of the premises , to be constructed on the said property , as per the plan sanctioned by the K.M.C. at the aforesaid municipal Premises no. 255/53, Netaji Subhash Chandra Bose Road and commonly known as 2/71, Naktala Govt. Scheme No. II , Post Office : Naktala under Police Station formerly Jadavpur thereafter Patuli at present Netaji Nagar , Kolkata – 700 047 , the particulars of such entire land and premises

, more fully mentioned and described in the **SECOND SCHEDULE** hereunder written.

21) It is decided that the Owners shall be entitled to get 1 (one) self-contained 1BHK flat , measuring about 300 Sq.ft. covered area on the ground floor of the newly constructed building , which will be allotted to said the Owners herein , TOGETHERWITH undivided proportionate share of land INCLUDING common facilities , utilities , lift , roof , civic amenities of the ground plus four (G+IV) storied residential building and save and except the above mentioned flat , said Owners herein have already been received full consideration , as stated in Promotional Agreement dated 16th December'2016 within the stipulated period , in lieu of Owners' right , title and interest on the said property for entitling the Developer to construct ground plus four (G+IV) storied building on the said property with the power to dispose of the entire building , consisting of 2 (two) nos. of flats on each residential apartments , commercial space , office space or shops or godown and car parking spaces on the ground floor of the said residential building.

22) In terms of the said Registered Promotional agreement dated 16.12.2016 and said Registered General Power of Attorney dated 16.12.2016 and the sanctioned plan of the newly constructed building , the Developer herein , is in the process of the newly constructed ground plus four (G+IV) storied residential building at premises No. 255/53, **Netaji Subhash Chandra Bose Road** and commonly known as **2/71, Naktala Govt. Scheme No. II** , Post Office : Naktala under Police Station formerly Jadavpur thereafter Patuli at present Netaji Nagar , Kolkata – 700 047 , within the jurisdiction of Ward No. 100 of The Kolkata Municipal Corporation , District : 24 Parganas (South) , more fully mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the "**SAID PREMISES**".

23) The Purchasers herein being interested to acquire **1 (one) self contained residential BHK flat being Flat no. , measuring about super built up area of 1100 Sq.ft. on the South-Eastern side of the 1st (first) floor of the newly constructed ground plus four (G+IV) storied residential building , more fully mentioned and described in the THIRD SCHEDULE** hereunder written , hereinafter referred to as the "**SAID FLAT**", approached to the Developer and the Developer having accepted the offer of the Purchasers and the Developer has agreed to sell and transfer and the Purchasers have agreed to purchase the said flat , out of the Developer's allocation , more fully mentioned and described in the **THIRD SCHEDULE** hereunder written TOGETHERWITH undivided proportionate share of land appurtenant to the said flat , comprised in the premises and undivided

proportionate share of common areas and facilities , more fully mentioned and described in the **FOURTH SCHEDULE** hereunder written , free from all encumbrances, lien, mortgages, lispensens, attachments, charges whatsoever at a consideration of **Rs./- (Rupees.....) only** , according to the terms and conditions hereinafter appearing.

24) Accordingly, the Developer entered into an Agreement for Sale on **4th February '2018** , whereby the Owners/Vendors agreed to sell , convey , transfer, assign and assure **ALL THAT 1 (one) self contained residential** **BHK flat being Flat no. , measuring about super built up area of ... Sq.ft. on the South-Eastern side of the 1st (first) floor of the newly constructed ground plus four (G+IV) storied** residential building , out of the Developer's Allocation at premises No. 84, Purba Para Netaji Subhash Chandra Bose Road and commonly known as 2/71, Naktala Govt. Scheme No. II , Post Office : Naktala under Police Station formerly Jadavpur thereafter Patuli at present Netaji Nagar , Kolkata – 700 047 , within the jurisdiction of Ward No. 100 of The Kolkata Municipal Corporation , District 24 Parganas (South) , more fully mentioned and described in the **THIRD SCHEDULE** hereunder written , hereinafter referred to as the **"SAID FLAT"** **TOGETHERWITH** undivided proportionate share of land appurtenant to the said flat **being No. 1A on the 1st (first) floor** of the building , comprised in the premises , more fully mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER FURTHERWITH** undivided proportionate share in common areas and facilities , more fully mentioned and described in the **FOURTH SCHEDULE** hereunder written , free from all encumbrances , lien , mortgages , lispensens , attachments , charges whatsoever at a consideration of **Rs./- only** , according to the terms and conditions contained in the said agreement.

25) In terms of the said Agreement for Sale on , the Developer has completed the construction of the said flat along with car parking space and on receipt of the entire consideration , has delivered possession of the said flat to the Purchasers this day.

26) In pursuance of the aforesaid , the Owners/Vendors are now completing the sale of the said flat in favour of the Purchasers by these presents on the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale dated and in consideration of the said sum of **Rs. (Rupees) only** paid by the Purchasers to the Developer at or before the execution of these presents (the receipt whereof the

Owners/Vendors through the Developer do hereby as well as by the receipt hereunder written , admit and acknowledge and of and from the payment of the same forever acquit , release and discharge the Purchasers as well as the undivided proportionate share of land and the said Flat of the building and the undivided proportionate share of the common areas , the Owners/Vendors do hereby grant , sell , convey , transfer , assign and assure unto the Purchasers ALL THAT an undivided proportionate share of land comprised in the premises , described in the **SECOND SCHEDULE** hereunder written TOGETHERWITH the said flat of the building along with car parking space , described in the **THIRD SCHEDULE** hereunder written AND TOGETHERWITH an undivided proportionate share in the common areas and facilities , described in the **FOURTH SCHEDULE** hereunder written AND TOGETHER FURTHERWITH the right to use the common areas in common with the other Owners and/or occupiers of the building AND reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection with the said flat of the building AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Owners/Vendors respectively into or upon the said flat and all other benefits and rights herein comprised and hereby conveyed or expressed or intended so to be and every part or parts thereof respectively TOGETHERWITH their and every of their respective rights, liberties and appurtenances whatsoever to and unto the Purchasers , free from all encumbrances, trust, liens and attachments whatsoever (save only those as are expressly mentioned herein) AND TOGETHERWITH easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said flat of the building and other flats by the co-owners TO HAVE AND TO HOLD the said flat and all other benefits and rights hereby conveyed and every part or parts thereof respectively, absolutely and forever SUBJECT TO the Purchasers' covenant contained in the **SIXTH SCHEDULE** hereunder written AND ALSO SUBJECT TO the Purchasers' paying and discharging all taxes and impositions on the said flat of the building wholly and common expenses , more fully described in the **FIFTH SCHEDULE** hereunder written , proportionately and all other outgoings in connection with the said flat of the building wholly and the said building and in particular the common portions proportionately.

THE OWNERS/VENDORS DO AND EACH OF THEM DOTH HEREBY

COVENANT WITH THE PURCHASERS as follows :

- i) The interest which the Owners/Vendors do hereby profess to transfer subsists and that the Owners/Vendors have the right , full power and absolute authority to

sell and convey unto the Purchasers the property hereby sold and conveyed.

ii) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon and to hold , possess and enjoy the said flat of the building along with car parking space and every part thereof having right to alienate or transfer by way of sale , gift or otherwise and to receive rents, issues and profits thereof without any interruption , disturbance , claim or demand whatsoever from or by the Owners/Vendors or any of them or any person and/or persons , claiming through under or in trust for them or any of them unless otherwise expressly mentioned herein AND freed and cleared from and against all manner of encumbrances, trusts , liens and attachments whatsoever save only those as are mentioned herein;

iii) The Owners/Vendors 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 perfect all such further and/or other lawful and reasonable acts , deeds , matters and things whatsoever for further better or more perfectly assuring the said flat of the building along with car parking space TOGETHERWITH the benefits and rights hereby granted unto the Purchasers and in the aforesaid manner.

iv) The Owners/Vendors shall , unless prevented by fire or some other irresistible force , from time to time and at all times hereafter , upon every reasonable request and at the costs of the Purchasers , produce or cause to be produced to the Purchasers or to their Attorneys or agents or before or at any trial , examination or commission for inspection or otherwise as occasion shall require, the title deeds of the premises in connection with the said flat of the building and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other copies or extracts therefrom as the Purchasers may require and will in the meantime unless prevented , as aforesaid keep the same safe , unobliterated and uncancelled.

v) The Owners/Vendors shall not do anything or make any grant or term whereby the rights of the Purchasers hereunder may be prejudicially affected and shall do all acts , as be necessary to ensure the rights available to the Purchasers as Purchasers and as a co-owner hereunder from the other co-owners.

vi) The Developer has offered to the Purchasers to purchase car parking space alongwith their flat , but due to their personal limitations , they denied to

purchase the same and subsequently the Developer shall gain the right to sale out the car parking space to any intending Purchaser / Purchasers , as considered as Developer's Allocation. In this regard , if any kind of objection arises in future from the flat purchasers end , that will be declared null and void.

THE PURCHASERS DOTH HEREBY COVENANT WITH THE OWNERS/VENDORS and each of them that the Purchasers shall observe , fulfill and perform the covenants hereunder written including those described in the **SIXTH SCHEDULE** hereunder written and shall regularly pay and discharge all taxes and impositions on the said flat on the ground floor of the building wholly and the common expenses , more fully described in **FIFTH SCHEDULE** hereunder written , proportionately and bear all expenses in connection with the said flat of the building wholly along with car parking space and the building and in particular the common areas and facilities proportionately. The Purchasers hereby declare that they are fully satisfied and they search in all competent places that said flat is free from all encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Definitions)

The terms used in this agreement shall, unless they be contrary and/or repugnant to the context, means and include the following:-

1. **ASSOCIATION** : shall mean the association of the co-owners to be promoted for the common purposes at the initiative of the Developer and registered under West Bengal Apartment Ownership Act, 1972.
2. **SAID BUILDING** : shall mean the ground plus four (G+IV) storied building consisting of 2 (two) nos. of residential apartments in each floor with necessary provision for pump room, care taker/darwan's room, servants' toilet etc. as may be decided by the Developer for construction thereof and shall include the car parking spaces and other spaces including any unit in terms of amended sanctioned plan intended for the enjoyment of the building by its occupants.
3. **CO-OWNERS** : shall according to its context, mean all persons who have acquired flats or car parking spaces in the building including, the Developer and the Owners for the flats and/or spaces not agreed to be transferred.

4. **COMMON EXPENSES** : shall mean and include all expenses to be incurred by the co-owners for the maintenance, management and upkeep of the newly constructed building and the said premises and/or expenses for the common purposes.
5. **COMMON PURPOSES** : shall mean the purpose of managing and maintaining the newly constructed building and the said premises and in particular the common areas and facilities, collection and disbursement of the common expenses and dealings with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective flats/spaces exclusively and the common areas in common with the co-owners.
6. **REGISTERED PROMOTIONAL AGREEMENT AND REGISTERED POWER OF ATTORNEY** : shall mean and include the registered Promotional Agreement dated 16.12.2016 , entered into between the Owners and the Developer with a registered General Power of Attorney dated 16.12.2016 for development of premises No. 255/53, Netaji Subhash Chandra Bose Road , commonly known as 2/71, Naktala Govt. Scheme under Police Station formerly Jadavpur thereafter Patuli at present Netaji Nagar , Kolkata – 700 047.
7. **PREMISES** : shall always mean the premises No. 255/53, Netaji Subhash Chandra Bose Road , commonly known as 2/71, Naktala Govt. Scheme under Police Station formerly Jadavpur thereafter Patuli at present Netaji Nagar , Kolkata – 700 047 , more fully mentioned and described in the **SECOND SCHEDULE** hereunder written or howsoever else said premises was or is or shall be known, numbered, called or distinguished.
8. **SAID PREMISES** : shall mean and include the land of premises No. 255/53, Netaji Subhash Chandra Bose Road , commonly known as 2/71, Naktala Govt. Scheme under Police Station formerly Jadavpur thereafter Patuli at present Netaji Nagar , Kolkata – 700 047 , more fully mentioned and described in the **SECOND SCHEDULE** hereunder written.
9. **PLANS** : shall mean the plans, drawings and specifications of the newly constructed building as sanctioned by The Kolkata Municipal Corporation being Building Permit No. 20171100037 dated 25.05.2017 , recorded in the name of the Developer , as constituted attorney of the Owners for construction of ground plus four (G+IV) storied residential building PROVIDED THAT , it shall

also include all alternations and/or modification therein , made from time to time with the approval of the K.M.C.

10. **ARCHITECT/ENGINEER** : shall mean any qualified person or persons or firm or firms appointed and nominated or to be appointed or to be nominated by the Developer , as Architect/Engineer and/or Architects/Engineers of the newly constructed building to be constructed on the said premises at the entire cost and expenses of the Developer.
11. **PROPORTIONATE or PROPORTIONATELY or PROPORTIONATE SHARE** : shall mean according to the context and where it refers to share of any Purchasers in the said premises , the common areas and facilities and the common expenses , mean the super built up area of the said flat of such Purchasers in proportion to the super built up area of all the flats in the newly constructed building as may be constructed and completed from time to time PROVIDED THAT where it refers to share of any rates and/or taxes amongst the common expenses, then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied i.e. in case the basis of any tax or levy be area rental income or user, then the same shall be shared on the basis of area rental income or user of the respective flats by the co-owners respectively.
12. **FLATS** : shall mean the spaces constructed from time to time in the newly constructed building and intended for and/or capable of being exclusively owned and/or occupied by any co-owner.
13. **SAID FLAT** : shall mean the flat in or portion of the newly constructed building described in the **THIRD SCHEDULE** hereunder written and it shall include the Purchasers' proportionate share in the common areas and shall also include Purchasers' proportionate undivided share in the land of the premises.
14. **BUILT UP AREA** : shall mean according to its context, mean the constructed area of the said flat or all the flats in the building including the bathrooms and the balconies and also the thickness of the outer wall of the said flat , internal walls and pillars and also include proportionate share of the open and covered area of the common areas and facilities PROVIDED THAT if any wall or pillar be common between 2 (two) flats, then half of the area under such wall or pillar shall be included in each such flat.
15. **SUPER BUILT UP AREA** : shall mean Built up Area plus 20% of Built up Area.
16. **SINGULAR** : shall include the PLURAL and vice-versa.

17. **MASCULINE** : shall include the **FEMININE** and vice-versa.

THE SECOND SCHEDULE AS ABOVE REFERRED TO

(The Said Premises)

ALL THAT piece or parcel of land measuring 04 Cottah 05 Chittak 00 Sq.ft. , more or less **TOGETHERWITH** dwelling unit standing thereon , lying and situate at Mouza : Naktala , J.L. No. 32 , L.O.P No. 71 , comprised in C.S. Plot nos. 233(P) , 234(P) , 537(P) within the jurisdiction of The Kolkata Municipal Corporation , Ward No. 100 , Br. No. X , being Premises no. 255/53, Netaji Subhash Chandra Bose Road , commonly known as 2/71, Naktala Govt. Scheme No. II , Post Office - Naktala under Police Station formerly Jadavpur thereafter Patuli at present Netaji Nagar , having Assessee No 21-100-07-2856-5 , Kolkata – 700 047 , District : 24-Parganas (South) with liberties, privileges and easement rights connected therewith and butted and bounded by in following manner :-

on the North : L.O
on the East : L.O.P. No. 73 & 76
on the South : L.O.P. No.72.
on the West : 26' Wide K.M.C. Road.

THE THIRD SCHEDULE AS ABOVE REFERRED TO

(The Said Flat)

ALL THAT the Flat no. , measuring about **super built up** area of floor of the newly constructed ground plus four (G+IV) storied residential building , **INCLUDING** undivided proportionate share in common areas and facilities **TOGETHERWITH** undivided proportionate share of land in the premises , more fully described in the **SECOND SCHEDULE** hereinabove appurtenant to the said Flat.

THE FOURTH SCHEDULE AS ABOVE REFERRED TO

(Description of the common areas and facilities)

1. The land and open spaces comprised in the premises.
2. The foundations, columns, girders, beams, supports, main walls, outer walls, boundary walls and gates to the premises.
3. Staircase and landings.
4. Water pump , underground water reservoir , overhead water tank and distribution pipes from overhead water tank to different flats and from reservoir to that tank.
5. Water and sewage evacuation pipes till the same joins the K.M.C. drains and pipes.
6. K.M.C. water supply.
7. Electrical wiring and fittings and fixtures for lighting the staircase, lobby, outside of the building within the premises and other common areas and the main distribution cables from ground floor to the flats respectively, main switch and meter.
8. Drains and sewers from the building to the K.M.C. duct.
9. The ultimate roof of the building as per sanctioned plan of the K.M.C. shall remain common to all the flat purchasers including the owners for their allocated portions and the Developer for its allocated portion remaining unsold.
10. Darwan's room and servant's toilet, Entrance passage.
11. Lift, Lift wall, and Lift machine room.

THE FIFTH SCHEDULE AS ABOVE REFERRED TO

(Description of the common expenses)

1. The expenses for maintenance, operating, white washing, painting, repairing, replacing, redecorating and lighting the common portion including the outer walls of the building and boundary walls.
2. The expenses for maintenance of and operating the water pump , lift and lighting the staircase , lobby and outside of the building and other common areas including those for renovating, repairing and/or replacing the same.
3. The salaries and other expenses for all persons employed for the common purposes.
4. Expenses and deposits for supplies of common utilities to the co-owners.

5. Municipal and other rates , taxes and levies and all other outgoings save those separately assessed or incurred in respect of any flat or parking space.
6. All expenses referred to above shall be proportionately borne by the co-owners on and from the date of possession of their respective flats and parking spaces.

THE SIXTH SCHEDULE AS ABOVE REFERRED TO

(Covenants regarding construction, Management and Maintenance of the common areas and the common expenses)

1. CONSTRUCTION :

The Purchasers have examined the facilities, fittings and fixtures provided or being provided in the building including the said flat along with car parking space and have fully satisfied themselves with regard thereto and the nature, scope and extent of the benefits, rights and interest provided to the Purchasers and shall not make any claim or demand whatsoever against the Owner/Vendors or put any requisition concerning the nature, scope and extent thereof in future.

2. TRANSFER AND DISMEMBERMENT :

- i) The said flat shall be one lot and shall not be partitioned or dismembered in part or parts in any manner by metes and bounds.
- ii) Subject to the provisions contained in this Deed or subject to the provisions of the law for the time being in force , the Purchasers shall be entitled to exclusive ownership , possession and enjoyment of the said flat TOGETHERWITH all the benefits , rights and facilities as herein specifically provided and the said rights shall be heritable and transferable like other immovable properties save and subject to the conditions elsewhere herein expressly contained.
- iii) In case of any transfer if the Purchasers divest themselves of their ownership of the said flat along with car parking space , then such transfer shall be accompanied by the transfer of all shares or interest the Purchasers may have in the building, the said land , the common portions and such transfer shall be subject to the condition that the transferee shall become entitled to all the said share and/or interest in one lot in complete substitution of the Purchasers TOGETHERWITH

all the rights and subject to all the terms herein contained and/or as shall be applicable to the Purchasers. All the covenants herein shall run with the land.

iv) The Purchasers shall have right to the respective side of the common partition wall demarcating the flat of the Purchasers from another flat adjacent to Purchasers' flat and the Purchasers shall be entitled to repair and maintain the same but the Purchasers shall not be entitled to damage or open any door or window on the same. The Purchasers shall not make any structural additions or alterations in the said flat and the Purchasers shall not demolish or construct in the said flat and car parking space.

v) Upon an association for management of the building being brought into existence by the Purchasers within a reasonable time and upon making over possession of the common areas and facilities and management of the building and the premises to the said association by the Developer , the responsibility of the Developer in respect of the construction of the building shall cease to exist and the association shall be absolutely responsible for maintenance and repairs of the building and for management of the common areas and facilities, payment of outgoing, municipal taxes, provision of supply of water, essential services etc. and the Developer shall not be responsible for the same.

vi) On the expiry of 1 (one) year from the date of making over possession of the common areas and facilities and management of the building to the association by the Developer , the said Association shall get the building surveyed every year by structural Engineer at the cost of the Association and shall obtain reports and suggestions for the upkeep and maintenance of the building and security and safety of the property and shall act and implement the said suggestions of the said structural Engineer. If the said Association shall not take proper care about the maintenance and safety of the building, the Developer shall not be responsible for the consequences thereof, if any. The Purchasers shall duly become member of the said Association and shall always act positively in the interest of the safety, security, maintenance and preservation of the said building as member of the said Association and shall always proceed for such cause from time to time.

3. **MUTATION TAXES AND IMPOSITION :**

- i) The Purchasers shall apply for mutation and have the said flat separately assessed for the purpose of assessment of Municipal and all other rates and taxes.
- ii) Until such separate assessment and/or mutation, the Purchasers shall bear and pay proportionately the Municipal rates and taxes or imposition in respect of the whole building as be fixed and notified by the KMC authority.
- iii) Upon the said separation and/or mutation, the Purchasers shall pay wholly such tax or, imposition in respect of the said flat along with car parking space.

4. **USER OF THE SAID FLAT & COMMON AREAS :**

- i) The Purchasers shall keep at their own costs and expenses the said flat and every part thereof maintained and colour washed.
- ii) All charges for the electricity consumed in the said flat shall be borne and paid by the Purchasers.
- iii) The Purchasers shall pay from time to time, proportionate share of the common expenses to be incurred in respect of the common areas and facilities of the building and the premises.
- iv) The Purchasers shall use the said flat and all the common areas and facilities carefully, peaceably, quietly and in particular the paths, passages, staircase and the landing only for the purpose of egress and ingress and for no other purposes.
- v) The Purchasers shall neither keep or store or allow to be kept or stored any offensive, combustible, obnoxious, hazardous or dangerous articles in the said flat or in the common areas nor shall use or permit use of the said flat or any portion of the building for carrying any obnoxious, illegal and immoral trade or activity which may create a nuisance or hazard to the other occupier of the building.
- vi) The Purchasers shall neither keep nor store any of their goods, belongings or articles in the common areas of the building especially in the staircase, landing and corridor of the building or the premises and no hindrance shall be caused in any manner in free movement in the common areas by the Purchasers.

- vii) The Purchasers shall not throw or accumulate any dirt , waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, landings, stairs or any other portion or portions of the building.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the **OWNERS/VENDORS**

in the presence of

WITNESSES :

- 1.
- 2.

SIGNATURE OF THE OWNERS/VENDORS

SIGNED, SEALED AND DELIVERED

by the **DEVELOPER**

in the presence of

WITNESSES :

- 1.
- 2.

SIGNATURE OF THE

DEVELOPER

SIGNED AND DELIVERED

by the **PURCHASERS**

in the presence of

WITNESSES :

- 1.
 - 2.
- 1.
 - 2.

SIGNATURE OF THE PURCHASERS

RECEIVED from the withinnamed **PURCHASERS** the withinmentioned sum of (**Rs.**)/- only as full consideration of the said flat as per memo below ...

MEMO OF CONSIDERATION

<u>Sl. No.</u>	<u>Date</u>	<u>Bank</u>	<u>Branch</u>	<u>Cheque No.</u>
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1

(Rupees)

Total : Rs./-

In presence of
WITNESSES :

- 1.
- 2.

Drafted by me :

SIGNATURE OF THE DEVELOPER