

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of 2019
(Two Thousand and Nineteen) A. D.

BETWEEN

(1) SMT. TRIPARNA SANTRA (PAN- DIJPS6737J), wife of, Sri Anup Santra, by faith- Christian, by Occupation- Service, by Nationality- Indian, residing at, Ramchandrapur, P.O.- R.C. Thakurani, P.S.- Haridevpur, Kolkata – 700104, **(2) SMT. SUPARNA NASKAR (PAN- AFBPN4313H)**, wife of, Sri Jatan Kumar Naskar, by faith- Christian, by Occupation- House Wife, by Nationality- Indian, residing at, Ramchandrapur, P.O.- R.C. Thakurani, P.S.- Haridevpur, Kolkata – 700104, hereinafter jointly called and referred to as the "**OWNERS**" (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include their respective heirs, legal representatives, executors and assigns) of the **FIRST PART** and the Owners herein represented by their constituted Attorney namely **SRI TAPAN KUMAR DAS (PAN - ADSPD7289D)**, son of Late Chinta Haran Das, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at, 94, Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, P. O. Haridevpur, Kolkata 700 082, District South 24-Parganas, and appointed by a Development Power of Attorney, which was duly executed and registered on 31/01/2019 in the Office of the A.D.S.R. Behala, District South 24-Parganas and recorded there in Book No. I, Volume No. 1607-2019, pages from 31462 to 31518, Being No. 160701022 for the year 2019.

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..... (**PAN No.**) son/daughter/wife of, by Religion/Faith, by Occupation, by Nationality Indian residing at, P. O. & Police Station, District, PIN hereinafter called and referred to as the **PURCHASER/S** (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include his/their respective heirs, legal representatives, executors and assigns) of the **SECOND PART**.

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M/S. F. M. ENTERPRISE (PAN No. ADSPD7289D), a Proprietorship Firm having its Office at 94, Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, Kolkata 700 082, District:- South 24-Parganas, represented by its sole Proprietor, **SRI TAPAN KUMAR DAS (PAN No. ADSPD7289D)**, son of Late Chinta Haran Das, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at 94 Mahatma Gandhi Road, Police Station

previously Thakurpukur now Haridevpur, P. O. Haridevpur, Kolkata 700 082, District South 24-Parganas, hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include the said Firm its successors-in-office and/or representatives, executors and assigns) of the **THIRD PART**.

WHEREAS One Sri Sanyasi Charan Mahatap since deceased was the Owners of the 94 Decimal Bastu Land of the property.

AND WHEREAS the said Sanyasi Charan Mahatap died intestate on 16.01.1968 leaving behind his wife Smt Bidyutlata Mahatap, two sons namely Sri Sarada Prosad Mahatap, Sri Akinchan Mahatap and unmarried daughter namely Sushama Mahatap to inherit his aforesaid property in accordance with Indian Succession Act, each having 1/4th share in the said 50 decimal of land.

AND WHEREAS accordingly after the death of aforesaid Sanyasi Charan Mahatap his son Saroda Prosad Mahatap was entitled to all that demarcated plot of land measuring about 12.5 satak and his name was duly published in the records of B.L. & L.R.O.

AND WHEREAS while thus seized and possessed and sufficiently entitled to all that plot of land said Sarada Prasad died intestate on 06.12.1989 living behind his wife Smt. Usha Rani Mahatap & two married daughters namely Smt. Triparna Santra and Smt. Suparna Naskar to inherit his aforesaid 12.5 decimal land in the said property.

AND WHEREAS on the other hand Smt. Bidyutlata Mahatap, wife of Sanyasi Charan Mahatap died on 16.11.1981 and during her life time in the year 1980, she executed a WILL in respect of her 12.5 decimal of land comprised in Mouza - Ramchandrapur, Pargana- Magura, under Zila collector, Touzi No.- 416B/1, J.L. No.- 31, R.S. No. 334, Sub registry office at Behala, comprised in R.S. Dag No. 46, appertaining to R.S. Khatian No. 399, within the limits of Joka -I Gram Panchayet, at present under K.M.C., in favour of her unmarried daughter Sushama Mahatap. Thus said Sushama Mahatap became sole and absolute owner of all that plot of land measuring about 25 decimal (Self acquired 12.5 decimal + from her mother 12.5 decimal).

AND WHEREAS subsequently said Sushama Mahatap died in the year 1991 and her 25 decimal of land divided with proper demarcation amicably amongst 7 share holders, i.e. her brother 1) Sri Akinchan Mahatap 2) Smt. Triparna Santra and Smt. Suparna Naskar (daughters of deceased brother Saroda Prasad Mahatap) and her five married sisters namely 3) Smt. Manorama Das 4) Smt. Anima Acharya 5) Smt. Nilima Sarkar 6) Smt. Anushree Sarkar and 7) Smt. Ashima Chatterjee and accordingly each share holder entitled to all that plot of land measuring about 3.5 decimal be the same little more or less.

Accordingly Smt. Triparna Santra and Smt. Suparna Naskar became absolute owners of a plot of land measuring about 3.5 satak be the same little more or less.

AND WHEREAS while enjoying the aforesaid property peacefully and jointly said

Usharani Mahatap and Smt Triparna Santra and Smt Suparna Naskar for easy enjoyment got their property amicably partitioned through a registered deed of Partition. The said deed of partition is registered before the District Sub Register at Alipore and recorded therein in Book No. I, Volume No. 12, Pages 165 to 171, being no. 697, for the year 2001 and accordingly all that plot measuring about 03 cottah 01 chittak 34 sq. ft., which was marked as plot "B" was allotted to Smt. Triparna Santra and rest 06 cottah 03 chittaks 34 sq. ft. was allotted jointly to Smt. Usharani Mahatap and Smt. Suparna Naskar, which was marked as plot "A" in the said deed of partition, after keeping some spaces for private passage measuring about 6 feet.

AND WHEREAS subsequently on the death of Usharani Mahatap her above named two daughters namely Smt. Triparna Santra and Smt. Suparna Naskar, became the joint owners in respect of Usharani Mahatap's share in equal basis at the said property. Thus the said Smt. Triparna Santra and Smt. Suparna Naskar again became joint owners in respect of the property described herein.

AND WHEREAS while jointly seized and possessed by virtue of inheritance the name of Smt. Triparna Santra was recorded in respect of all that plot of land measuring about 9 decimal in L.R. settlement under L.R. Dag No. 59 & L.R. Khatian No. 484, and the same of Suparna Naskar was recorded in respect of all that plot of land measuring about 8 decimal in L.R. settlement under L.R. Dag No. 59, & L.R. Khatian No. 1382.

AND WHEREAS thus the said Smt. Triparna Santra and Smt. Suparna Naskar became the owners in respect of total land measuring about 17 decimal comprised in Mouza- Ramchandrapur, Pargana- Magura, under Zila

collector, Touzi No.- 416B/1, J.L. No.- 31, R.S. No. 334, Addl. Sub registry office at Behala, comprised in R.S. Dag No. 46, appertaining to R.S. Khatian No. 399, L.R. Khatian No. 484, 1382, L.R. Dag No. 59, previously under the limits of Joka –I Gram Panchayet, at present under Kolkata Municipal Corporation ward no. 142, P.S.- previously Thakurpukur, now Haridevpur, Dist.- 24 Parganas (S), which is free from all encumbrances and attachments, lien lispendences, requisition and acquisition by paying rents and taxes to the authorities concerned and has got absolute right, title and interest over the said property or properties.

AND WHEREAS the Owners/First Parties herein has decided to construct a multi-storied building covering maximum available F. A. R. according to Building Rules prescribed by the Kolkata Municipal Corporation or as may be changed from time to time **AND WHEREAS** due to paucity of funds, old age and lack of working knowledge the FIRST PARTIES herein approached the Developer to develop the said property for commercial exploitation **AND WHEREAS** the Developer consider the aforesaid offer of the FIRST PARTIES herein as profitable, and THEREAFTER on 28.5.2014 the Owners and Developer herein have since entered into an Registered Agreement for Development And Power of Attorney, which was duly executed and registered in the Office of the A. D. S. R. at Behala, District South 24-Parganas and recorded there in Book No. I, CD Volume No. 14, pages from 3396 to 3428, Being No. 04441 for the year 2014, for construction of a multi-storied building with the Developer herein, with certain terms and conditions which were specifically mentioned therein.

AND WHEREAS in the meanwhile on 13/10/2015, the Owners herein have purchased one adjacent plot of land measuring about 14 Chittaks more or less lying or situate at R. S. & L. R. Dag No. 59, appertaining to R. S.- Khatian No. 339, L.R. Khatian Nos. 1436 & 139, of Mouza Ramchandrapur, J. L No. 31, R.S. No.- 334, Touzi No. 416 B/1, under P.S.- previously Thakurpukur, now Haridevpur, A. D. S. R. Office at Behala, District South 24 Parganas, within the limits of Kolkata Municipal Corporation, being Kolkata Municipal Premises No. 288, Mahatma Gandhi Road, under Ward No. 142, Kolkata 700104, together with a structure on

it by virtue of a registered Deed Of Conveyance, which was duly executed and registered in the Office of the A. D. S. R. at Behala, District South 24-Parganas and recorded there in Book No. I, Volume No. 1607-2015, pages from 115221 to 115243, Being No. 160708180 for the year 2015, from Sri Uplab Mondal, at a consideration mentioned therein.

AND WHEREAS in course of owning and possessing the same name of Smt. Triparna Santra was recorded before the KMC as KMC premises No. 290/3, Mahatma Gandhi Road, and the name of Smt. Suparna Naskar recorded before the KMC as KMC Premises No 290/2, Mahatma Gandhi Road, Kolkata- 700104, under ward No. 142.

AND WHEREAS thereafter said Smt. Triparna Santra out of her aforesaid land gifted ALL THAT plot of land measuring about 09 Chittacks more or less and lying and situated at, R. S. Dag No.- 46, L. R. Dag No.- 59, under R. S. Khatian No. - 399, L.R. Khatian No. – 484, of Mouza Ramchandrapur, J.L. No.- 31, R.S. No. 334, Touzi No. 416 B/1, Pargana – Magura, under P.S.- previously Thakurpukur, now Haridevpur, D.S.R. office at Alipore, A. D. S. R. Office at Behala, District South 24 Parganas, within the limits of Kolkata Municipal Corporation, being Kolkata Municipal Premises No. 290/3, Mahatma Gandhi Road, under Ward No. 142, Kolkata 700104, unto and in favour of her sister Smt. Suparna Naskar through a registered deed of Gift, registered before the A. D. S. R. at Behala and recorded in Book No I, CD Volume No. – 1607-2015, Pages 116195 to 116217, being no. 160708178 for the year 2015 and said Suparna Naskar out her aforesaid land gifted ALL THAT plot of land measuring about 08 Chittacks lying and Situated under R. S. Khatian No.- 399, L. R. Khatian No 1382, R. S. Dag No. 46, L. R. Dag No. 59 of Mouza Ramchandrapur, .J.L. No.- 31, R. S. No.- 334, Touzi No.- 416B/1, Paragana – Magura, P.S.- previously Thakurpukur, now Haridevpur, D.S.R. office at Alipore, A. D. S. R. Office at Behala, District South 24 Parganas, within the limits of Kolkata Municipal Corporation, being Kolkata Municipal Premises No. 290/2, Mahatma Gandhi Road, under Ward No. 142, Kolkata 700104, unto and in favour of her sister Smt. Triparna Santra through a registered deed of Gift, registered before the A. D. S. R. at Behala and recorded in Book No I, CD Volume No. – 1607-2015, Pages 115244 to 115266, being no.

160708179 for the year 2015.

AND WHEREAS thus the Owners herein became the Owners of total Bastu land measuring 10 Cottahs 04 Chittaks more or less, lying and situated under R. S. Dag No. 46, L. R. Dag No. 59, comprised in R.S. Khatian No.- 399, L. R. Khatian No. 484 & 1382, of Mouza Ramchandrapur, J.L. No.- 31, R.S. No. 334, Touzi No.- 416B/1, Paragana – Magura, P.S.- previously Thakurpukur, now Haridevpur, D.S.R. office at Alipore, A. D. S. R. Office at Behala, District South 24 Parganas, within the limits of Kolkata Municipal Corporation, and after amalgamation of the said two premises by KMC the premises is now known and identified as Kolkata Municipal Premises No. 290/2, Mahatma Gandhi Road, under Ward No. 142, Kolkata 700104, having Assessee No. 711420503329, which is free from all encumbrances and attachments, lien -dependences, requisition and acquisition by paying rents and taxes to the authorities concerned and they have got absolute right, title and interest over the above said property or properties, and the said Smt. Triparna Santra and Smt. Suparna Naskar owners herein are in peaceful khas possession and enjoyment of the said property without any interruption and attachments whatsoever.

AND WHEREAS during enjoyment of the aforesaid property the Land Owners have decided and expressed their intention willingness to develop KMC Premises No. 290/2, Mahatma Gandhi Road, Kolkata- 700104, after amalgamation and mutation of the same into one premise a new G+4 Storied building in accordance with the building plan sanctioned by the KMC.

AND WHEREAS accordingly Smt. Triparna Santra and Smt. Suparna Naskar intimated all that facts to **M/S. F. M. ENTERPRISE**, a Proprietorship Firm having its Office at 94, Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, Kolkata 700 082, District:- South 24-Parganas, represented by its sole Proprietor, **SRI TAPAN KUMAR DAS**, son of Late Chinta Haran Das, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at 94 Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, P. O. Haridevpur, Kolkata 700 082, District South 24-Parganas, with whom they

had already entered into an Registered Development Agreement with Power of Attorney, which was duly executed and registered in the Office of the A. D. S. R. at Behala, District South 24-Parganas and recorded there in Book No. I, CD Volume No. 14, pages from 3396 to 3428, Being No. 04441 for the year 2014.

AND WHEREAS the Owners and the Developer were entered into another Development Agreement with Power of Attorney, which was duly executed and registered on 06.04.2017, in the Office of the A. D. S. R. at Behala, District South 24-Parganas and recorded there in Book No. I, Volume No. 1607-2017, pages from 85303 to 85349, Being No. 160702843 for the year 2017, after cancelling previous agreement for Development with Power of Attorney.

AND WHEREAS being aware of Such fact and true intention of the Owners, the Developer approached the Land Owners to enter into fresh joint venture agreement for development of the said premises after cancelling previous agreement for Development with Power of Attorney.

AND WHEREAS the Land Owners and the Developer discussed the terms and conditions on which the development of the said premises can be undertaken for the purpose of development of the aforesaid properties and for beneficial enjoyment.

AND WHEREAS the Owners and Developers jointly declares that said Registered Development Agreement with Power of Attorney, which was duly executed and registered on 06.04.2017, in the Office of the A. D. S. R. at Behala, District South 24-Parganas and recorded there in Book No. I, Volume No. 1607-2017, pages from 85303 to 85349, Being No. 160702843 for the year 2017 stands cancelled at the time of registering a fresh Development Agreement with Power of Attorney, by both the parties, which was duly executed and registered on 31.01.2019, in the Office of the A. D. S. R. at Behala, District South 24-Parganas

and recorded there in Book No. I, Volume No. 1607-2019, pages from 31462 to 31518, Being No. 160701022 for the year 2019. Part of Owner's allocation i.e. Cash of Rs. 2,00,000/- (Rupees Two Lakh) only, which was nonadjustable and nonrefundable which the Land Owners have already acknowledged at the time of execution of previous agreement and they do not have any claim against each other against the same.

AND WHEREAS thereafter it was agreed between the parties that the Developer shall construct a G+4 storied building at their own arrangement, cost and expenses as per K. M. C. rules upon the said premises in accordance with the building plan being which was already sanctioned by the Kolkata Municipal Corporation, vide Permit No. 2018160141, dated 06/09/2018 on the terms and conditions mentioned in the Development Agreement with Power of Attorney dated 31.01.2019, and thereafter the Developer herein started the construction work upon the Schedule – A mentioned property as per said KMC Sanctioned Plan.

AND WHEREAS the intending PURCHASER herein inspected the site **AND WHEREAS** the Developer have a copy of Chart showing devaluation of title of the owner herein from time to time and also given inspection of the original documents to the intending Purchaser at the office of the Developer **AND WHEREAS** the Developer have already started construction work and constructed up to foundation stage **AND WHEREAS** the PURCHASER has been satisfied with the right, title and interest of the Owners in respect of the said property and the authority of the Developer **AND WHEREAS** the PURCHASER had been interested to purchase Residential Flat on the Floor, side, being Flat No. , measuring an area of Sq. Ft. more or less (super built-up area) of the building under construction including proportionate share of land underneath morefully described in the SECOND SCHEDULE hereinafter written **AND WHEREAS** the PURCHASER and the Developer have mutually negotiated the cost of the said Flat at Rs. /- (Rupees) only.

AND WHEREAS by virtue of an Agreement for Sale, dated between the Owners herein, the Developer herein and the PURCHASER herein, the Developer has agreed to sell, transfer, convey, assign and assure **ALL THAT** Residential Flat on the Floor, side, being Flat No. , measuring an area of **Sq. Ft. (super built-up area)** more or less, from Developer's allocation of the G+4 storied building namely "**GRAND VILLA**" under construction, including undivided proportionate share of land described in the First Schedule, **TOGETHER WITH** all fittings, fixtures, facilities & amenities on the common portion, separate electric meter, undivided and variable proportionate share or interest in the said property and for free ingress and egress to the property in common area, passages, staircase, etc. with Co-Owners of the building free from all encumbrances, attachments, claims and demands whatsoever of the Owners/Vendors and/or Developer hereto, for consideration of **Rs. /- (Rupees) only**, more fully described and mentioned in the **SECOND SCHEDULE** hereunder written.

AND WHEREAS after starting the said construction upon the said schedule below property which is more clearly mentioned in the FIRST SCHEDULE herein, the Developer herein completed the Said Flat upon the said schedule below property which is more clearly mentioned in the SECOND SCHEDULE herein, according to the Plan No. 2017160311 dated 15/12/2017, issued by KMC, within the time specified in the said Agreement for Sale dated between the OWNER/VENDOR herein and the party of the Second part the PURCHASER herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale, dated and in consideration of the sum of **Rs. /- (Rupees) only** have already being paid by the PURCHASER to the Developer at or before the execution hereof (the receipt whereof the Developer do hereby as well as by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof hereby forever release discharge and acquit the

PURCHASER the said Flat) the Vendors/Developer doth hereby grant sell convey transfer assign and assure **UNTO AND TO THE USE** of the said PURCHASER of **ALL THAT** Residential Flat on the Floor, side being Flat No. , measuring an area of **Sq. Ft. (super built-up area)** more or less of the G+4 storied building namely "GRAND VILLA" partly under construction, along with all common rights and facilities of the said new building namely "**GRAND VILLA**" at being Kolkata Municipal Premises No. 451, Mahatma Gandhi Road, Kolkata – 700063, at present within the local limits of the Kolkata Municipal Corporation, more fully mentioned and described in the **SECOND SCHEDULE** hereunder written including proportionate share of the covered area of the common portion **TOGETHER WITH** the proportionate undivided indivisible impartible share or interest in the said property bearing proportionately with an aggregate of the total constructed area in the said building more fully described in the **FIRST SCHEDULE** hereunder written attributable and appurtenant to the said Building along with main entrance from the road in common for free ingress and egress to the property in common with Co-Owners of the building free from all encumbrances, attachments, claims and demands whatsoever of the Owners/Vendors and Developer thereon lying and situated under R. S. Dag No. 46, L. R. Dag No. 59, comprised in R.S. Khatian No. - 399, L. R. Khatian No. 484, 1382, 1436, 139, under Mouza Ramchandrapur, J.L. No.- 31, R.S. No. 334, Touzi No.- 416B/1, Pargana – Magura, P.S.- previously Thakurpukur, now Haridevpur, D.S.R. office at Alipore, A.D.S.R. Office at Behala, District South 24 Parganas, within the limits of Kolkata Municipal Corporation, being Kolkata Municipal Premises No. 290/2, Mahatma Gandhi Road (Zone James Long Sarani to Kabardanga More – Property located of M.G. Road), under Ward No. 142, Kolkata 700104, having Assessee No. 711420503329, with other Co-Owners of the building. **AND TOGETHER WITH** the right to use and enjoy like proportionate, undivided, impartible, indivisible share in the Building's Common Areas and installations in common with the other Co-Owners more fully mentioned and described in **PART – I AND PART – II** respectively of the **THIRD SCHEDULE** hereunder written attributable to the Entrance to the said premises paths, passage and driveways hereunder written **OR HOWSOEVER OTHERWISE** the said Flat **TOGETHER WITH** proportionate undivided right title, interest and share in the said premises is are or was or were situate, butted, bounded, called, known, numbered, described or distinguished **TOGETHER WITH** water pipe fittings, water, water courses, lights, rights, liberties,

easements, privileges and appurtenances whatsoever to the **Said Flat**, belonging or in anywise appertaining to or usually held or enjoyed therewith or reputed to being or to be appurtenant thereto and easements thereon and the reversion or reversions remainder or remainders and yearly monthly and other rents issues and profits thereof and in connection with the Said Flat, **TOGETHER WITH** easements quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit belonging to the PURCHASER as set out in the **FOURTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Flat, unto and to the use of the PURCHASER absolutely and forever.

AND TOGETHER WITH all deeds, documents of title exclusively relating to Said Flat, situated in the building hereunder written **AND** all the estate, right, title, interest, property claim and demand whatsoever of the Vendors and Developer here into or upon the Said Flat, or any part thereof and also **TOGETHER WITH** the right of the PURCHASER and each of his respective successor/s or successors-in-interest to have all rights of easements for underground and overhead passage for drains, master taps, sewers, pipes for filtered and unfiltered water, electric wires and cables installations including all cosmic wave and waves connections in over and upon the said Flat **TO HAVE AND TO HOLD** the **Said Flat**, with land, hereditaments and premises hereby granted, transferred conveyed assigned and assured or expressed or intended so to be **UNTO** and to the PURCHASER hereto absolutely and forever **AND** the Vendors and Developer doth hereby covenant with the PURCHASER that **NOTWITHSTANDING** any act deed, matter or thing by the said Vendors and Developer have done and executed or knowingly suffered to the contrary the said Vendors and Developer now have indefeasible and absolute title as and for and estate of inheritance in fee simple in possession or an estate equivalent thereto, right here and premises hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be and the said Vendors and Developer have good right full power and absolute authority to grant, transfer, convey, assign and assure the same in the manner aforesaid **AND** the PURCHASER hereto shall and may at all times hereafter peaceably and quietly enter upon the said property being used as main entrance and also enter upon and enjoy and possess the **Said Flat**, in the building with land right

hereditaments and premises and to receive all the rents, issues and profits thereof without any lawful eviction, interruption, claim and demand whatsoever from or by the Vendors and Developer herein and/or their assigns or any person or persons lawfully or equitably claiming from under or in trust for the Vendors and Developer **AND THAT** free and clear and freely and clearly and absolutely, acquitted, exonerated and forever discharge or otherwise by and at the cost and expenses of the Vendors and Developer well and sufficiently saved, defended, kept harmless and indemnified of from and against all manner of claims, liens, debts, attachments and encumbrances made **OR** suffered by the Vendors and Developer and all person or persons lawfully and equitably claiming from under or in trust for the Vendors and Developer.

FURTHER THAT the Vendors and Developer and all person or persons having or lawfully or equitably claiming any estate or interest in the said Flat with land hereditaments and premises or any part thereof from under or in trust for the Vendors and Developer hereto shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute all such acts, deeds, matters and things whatsoever for further and more perfectly assuring the **Said Flat**, with land hereditaments and premises **UNTO** and to the use of the said PURCHASER as shall or may be reasonably required **AND** the Vendors and Developer hereto doth hereby covenant with the said PURCHASER and their heirs and assigns that the Vendors and Developer shall deliver true copies of Documents/Papers in respect of the **Said Flat**, to the PURCHASER **AND** the Vendors and Developer hereto covenant with the PURCHASER hereto that the PURCHASER shall abide by all terms, conditions, covenants, stipulations and obligations regarding performance of Association including maintenance of the building and shall pay all other rates, taxes, impositions and all other outgoings in and in respect of the Said Flat, including Municipal Taxes, Water Supply and Electric Supply shall equally apply which is more fully and particularly mentioned in **FOURTH SCHEDULE** hereunder written **AND** the Vendors and Developer hereto further covenant with the PURCHASER hereto that the above referred Agreement for Sale Shall always be read followed and construed together with this Deed of Conveyance for the purpose of interpretations and meaning thereof and the Vendors and Developer hereto covenant with the PURCHASER hereto that the Vendors and Developer shall

deliver peaceful Vacant and Khas Possession of the **Said Flat**, to the PURCHASER **AND** that the PURCHASER shall have unfettered rights to sell, transfer, convey, gift, lease, assign and assure the said Flat to any person or persons, firm, body corporate for which no permission(s) whatsoever shall be required by the PURCHASER hereto from the Vendors and Developer and/or any person or persons whomsoever they may be and full consideration thereof shall be used by the PURCHASER hereto for their sole use and benefits thereof.

THE VENDORS/ OWNERS AND DEVELOPER/ CONFIRMING PARTY DOTH COVENANT WITH THE PURCHASER as follows:-

1. The interest which the Vendors and Developer do hereby profess to transfer subsists and that the Vendors have good right full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the PURCHASER the said Unit in the manner aforesaid.
2. It shall be lawful for the PURCHASER from time to time and at all times hereafter to peaceably and quietly but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors or any of them or any person or persons claiming through under or in trust for the Vendors and/or Developer or any of them **AND** freed and cleared from and against all manner of encumbrances trust, liens and attachments whatsoever save only those as are expressly mentioned herein.
3. The Vendors and Developer shall from time to time and at all times hereafter upon every reasonable request and at the costs of the PURCHASER make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Unit hereby granted sold conveyed and transferred unto and to the PURCHASER in the manner aforesaid as shall or may be reasonably required by the PURCHASER.

4. That Vendors and Developer shall not encroached and/or obstruct the PURCHASER to enter into the premises being used as main entrance during the construction of building in the said premises and/or shall made such necessary arrangements to the PURCHASER for peaceful entrance to the said property.

THE PURCHASER DOTH HEREBY COVENANT WITH THE OWNERS / VENDORS AND DEVELOPER / CONFIRMING PARTY as follows:-

1. The PURCHASER, so as to bind himself to the Vendors and/or Developer and the other Co-Owners and so that this covenant shall be for the benefit of the Building and the other units therein and every part thereof hereby covenants with the Vendors and Developer and with all the other Co-Owners that the PURCHASER and all other persons deriving title under them will at all times hereafter observe the restrictions set for the in the **SIXTH SCHEDULE** hereto.
2. The PURCHASER doth hereby consent and confirm that the Vendors and Developer shall be at liberty to have the building plan modified and/or altered and/or to obtain any other permission or regularization for construction, reconstruction, addition and/or alteration to the buildings of the both the Block (including the said building or the said premises) or any part thereof (save and except the said Unit) and / or for any change of user of any Unit (other that the said Unit).
3. The PURCHASER shall bear the Charges for using, enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and, if in common with the other Co-Owners, proportionately to the Maintenance-in-Charge or the appropriate authorities as the case may be.
4. The PURCHASER shall pay the Proportionate share of all common expenses to the Maintenance-in-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the PURCHASER shall pay to the Maintenance-in-Charge, maintenance charges in respect of the said unit. The said maintenance charges shall be subject to revision from time to time as be deemed fit and proper by the maintenance-in-charge at its sole and absolute

discretion after taking into consideration the common services provided.

5. The PURCHASER shall in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the said unit from Kolkata Municipal Corporation. In case the PURCHASER fails to have such separation effected then maintenance-in charge shall be at liberty to have the same affected at the costs and expenses of and as the constituted attorney of the PURCHASER.
6. The PURCHASER shall keep the said unit, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other unit in the said building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the building and carry out all works of repair/maintenance as may be required by the maintenance-in-charge.
7. The PURCHASER shall not use the building common areas and installations or the joint common areas and installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-Owners.
8. The PURCHASER shall co-operate with the maintenance-in-Charge in the management and maintenance of the building and other common purposes and formation of the Association and observe and perform the rules and regulations and restrictions from time to time in force for quiet and peaceful use and enjoyment and management of the building and in particular of the building's common areas and installations and the joint common areas and installations thereof.

AND IT IS HEREBY FURTHER MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:-

- a) That as a matter of necessity the PURCHASER shall and will own use and enjoy the said unit consistent with the common rights and interests of the Co-Owners lawfully entitled to the other units of the new building and shall and will use all sewers, drains, water courses etc. available to the PURCHASER hereunder now

in or upon or hereafter as may be erected and installed in the said unit hereby conveyed or any part thereof in common with the said Co-Owners to the extent applicable and permit freely to run and pass water and soil through the same or any of them and share with the said Co-Owners the cost of repairing and maintaining such sewers drains and water courses etc., in terms hereof and use the same as aforesaid in accordance with the Bye-laws, Rules and Regulations and terms as framed by the Maintenance-in-Charge.

- b) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto that the PURCHASER shall be entitled to let out, sell, transfer or part with the possession of the said unit.
- c) Any delay or indulgency by the Vendors and/or developer in enforcing their rights and entitlements hereunder or any forbearance or giving of time by it shall not be construed as a waiver of any breach or non-compliance of the terms and conditions of these presents by the PURCHASER nor shall be the same in any manner prejudice the rights and entitlements of the Vendors.

FIRST SCHEDULE
(Description of the Entire Property)

ALL THAT piece and parcel of Bastu land measuring 10 Cottahs 04 Chittaks more or less, together with a under construction building standing thereon, lying and situated under R. S. Dag No. 46, L. R. Dag No. 59, comprised in R.S. Khatian No.- 399, L. R. Khatian No. 484, 1382, 1436, 139, under Mouza Ramchandrapur, J.L. No.- 31, R.S. No. 334, Touzi No.- 416B/1, Pargana – Magura, P.S.- previously Thakurpukur, now Haridevpur, D.S.R. office at Alipore, A.D.S.R. Office at Behala, District South 24 Parganas, within the limits of Kolkata Municipal Corporation, being Kolkata Municipal Premises No. 290/2, Mahatma Gandhi Road (Zone James Long Sarani to Kabardanga More – Property located of M.G. Road), under Ward No. 142, Kolkata 700104, having Assessee No. 711420503329, TOGETHER WITH all sorts of easement rights over the passage/road and other benefits, facilities and advantages attached therein or thereto and the said property is butted and bounded in the following manner:

ON THE NORTH : Mahatma Gandhi Road.

ON THE SOUTH : Dream Villa.

ON THE EAST : Blind School.

ON THE WEST : Dream Villa.

SECOND SCHEDULE
(Description of The Sold Flat)

ALL THAT piece and parcel of Residential Flat on the Floor, side, **being Flat No. 1**, measuring an area of Sq. Ft. (**super built-up area**) more or less of the G+4 storied building namely "**GRAND VILLA**" the particular of such premises and property more clearly mentioned in the FIRST SCHEDULE herein above and delineated on the Plan annexed hereto, marked and bordered in colour "**RED**" along with undivided proportionate share of land of said premises and thereon **TOGETHER WITH** all the building and structures comprised therein including the common areas, amenities and facilities provided therein above including service and common portion and civic amenities as to be provided in the said building.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART – I

(Building's Common Areas & Installations common to the Co-OWNER of the said Building)

- 1) The Land on which the building is located all easements rights and appurtenances belonging to land and building.
- 2) The Foundation, columns, girders, beams, supports, main wall, Lobbies, corridors, stair, staircase, ways, Boundary walls, entrances and exits of the building.
- 3) The easements, wards, storage space.

- 4) Installation of common services such as powers, lights water sewerages etc.
- 5) Tanks, pumps meters, compressors, pump and switches fixed in the common areas, pipes and tubes and general apparatus and installation existing for common use and passage and paths etc.
- 6) Electrical wiring Electrical installations with main switches and meters and space required thereof and fittings and fixtures for lighting the staircase, lobby and open area.
- 7) Water pump with electric motor thereat for water supply.
- 8) Overhead water tank and underground water reservoir with distribution pipes there from connecting to different units of the said building and from the underground water reservoir to the overhead water tank on the roof of the said building.
- 9) Water and sewage evacuation pipes from all or any of the units to drains and sewer common to the new building.

PART – II

(Joint Common Areas and Installations – Common to the Co-OWNER of the said Building)

- 1) Entrance to the said premises paths, Passage, Passenger Lifts and Driveways at the said premises.
- 2) Water and sewage evacuation pipes from the new building to drains and/or septic tanks.

- 3) Septic tanks and Guard room on the ground floor.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

- 1) MAINTENANCE: All costs and expenses for Electric Transformer installation & Electric Generator fittings and maintaining them, white washing, painting, repairing, renovating and replacing the common areas, machines, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the new building).
- 2) OPERATIONAL: All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (water pump with motor etc.).
- 3) ASSOCIATION: Establishment and all other expenses of the Association or any agency looking after the Common purposes until handing over the same to the Association.
- 4) TAXES: Municipal and other rates, taxes and levies and all other outgoings in respect of the building.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Easements Granted to the PURCHASER)

The PURCHASER shall be entitled to the easements, quasi-easements appendages

and appurtenances belonging or appertaining to the Said flat which are hereinafter written;

- a) The right to access and use of the Building's Common Areas and Installation and the Joint Common Areas and Installations in common with the other Co-OWNER and all persons as the case may be and for normal domestic purposes connected with the use of the Said flat.
- b) The rights of protection of the Said flat by and from all other parts of the building so far as now protect the same.
- c) The right of floor in common as aforesaid of electricity, water, drainage, sewerage and other common utilities from and/or to the Said flat through.
- d) Pipes, conduits, cables and wires lying or being in under or over the other parts of the building so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Said flat is including roof right.

SIXTH SCHEDULE ABOVE REFERRED TO

(Restriction imposed on the PURCHASER)

- 1) The PURCHASER shall not cause or make obstruction or interference with the free ingress or egress from the building by all other persons entitled thereto.
- 2) The PURCHASER shall not erect any loft nor to make in the Said flat any structural additions or alterations such as beams, columns, pillars etc., or improvements of a permanent nature except the prior approval in writing of the concerned authority nor to hand from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the said building or any part thereof.

- 3) The PURCHASER shall not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste on the roof, staircase, lobby, landings, pathways, passages, driveways, or in any other common areas or portions of the said building or in parking spaces or to lavatories, cisterns, water or soil pipes in or for the Said flat or otherwise serving the said building nor allow or permit any one to do so.

- 4) The PURCHASER shall not carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in or through the Said flat .

IN WITNESS WHEREOF the PARTIES hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of

WITNESSES:

1)

As a constituted Attorney of Smt. Triparna Santra and Smt. Suparna Naskar
Read over and Understood 1-23, satisfied and signed this Deed.

2)

SIGNATURE OF THE VENDOR/OWNER

Drafted by me, as per the Documents and instructions

1

Read over and Understood Pages 1-23, satisfied and signed this Deed.

provided by the parties
mentioned hereinabove,

(BISWAMBAR PAUL)

Advocate.
(Enrollment No. WB/1414/2010)
Alipore Police Court, Kolkata- 27.

Computer Printed by me.

Alipore Judges' Court, Kolkata- 27.

MEMO OF CONSIDERATION

RECEIVED of and from the within-named PURCHASERS the within mentioned sum of **Rs. /- (Rupees) only**, as and by way of Consideration for Sale of the said Flat measuring about sq. ft. more or less **super built up area**, on the Floor, with Flooring, of the newly built building namely “ ”, from the Developer’s Allocation, as per the Memo hereunder written.

Transaction Mode	Date	Bank	Branch	Amount
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TOTAL

Rs.

_____ /-

(Rupees _____

_____) only.

WITNESSES:

1)

2)

SIGNATURE OF THE DEVELOPER