

DEED OF CONVEYANCE

This Deed of Conveyance made on this _____ day of _____ 20____.

By and Between

Bajrang Enterprise, a partnership firm under the Indian Partnership Act, 1932, having its principal place of business at 99/48, Jessore Road, Bapuji Colony, P.S. Dum Dum, Kolkata - 700028, (PAN — AAMFB1439L), represented by its authorized Partner, Subrata Ghosh, son of Sri Sambhu Nath Ghosh, or hereinafter called the "**Vendor-cum-Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-ininterest and permitted assigns);

AND

Mr. _____ / Ms. _____, son/daughter of _____, aged about _____, residing at _____ (PAN _____) hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

(1) **Dulal Mukherjee**, (PAN-FYAPM5858M), son of late Nagendra Nath Mukherjee, aged about 38 years,

(2) Gayatri Mukherjee, (PAN-CZGPM0829Q), wife of late Netai Mukherjee, aged about 52 years,

(3) Avijit Mukherjee, (PAN-AVQPM5114L), son of late Netai Mukherjee, aged about 37 years,

(4) Prasenjit Mukherjee, (PAN-EASPM4388B), son of late Netai Mukherjee, aged about 31 years, all (1) to (4) by faith Hindu, by Nationality Indian, residing at 99/138, Jessore Road, Bapuji Colony, P.O. & P.S.- Dum Dum, Kolkata - 700028

(5) Alpana Jana, (PAN-BDCPJ6204M), wife of Samir Jana, aged about 36 years, by faith Hindu, by Nationality Indian, residing at 24, Jessore Road, Green Park, Block-B, Kolkata - 700089,

All (1) to (5) by faith Hindu, by Nationality Indian, hereinafter referred to as the "**Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or successors-in-interest and assigns);

The Vendor-cum-Promoter, the Purchaser and the Owners shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS, one Nitai Mukherjee, Haradhan Mukherjee and Dulal Mukherjee, all sons of late Nagendra Nath Mukherjee were occupied a piece and parcel of land 2 Cottahs 4 Chittaks more or less comprised in C.S.Dag no.1658, E.P. No.134, S.P. No.138, J.L. No.20, R.S. No.154, Touzi No.3083, at Mouza-Satgachi, P.S.-Dum Dum, within the municipal limits of South Dum Dum Municipality, Ward No. 23, District; North 24-Parganas.

AND WHEREAS, by an Indenture dated 02.09.1987 registered in book no.I, volume no.V, pages 241 to 244, being no.361 for the year 1987 in the office of the Additional District Registrar, Barasat, North 24 Parganas the Governor of the State of West Bengal described therein as the Donor of the One part have granted, transferred and assigned to said Nitai Mukherjee, Haradhan Mukherjee and Dulal Mukherjee, described therein as the Donee of the Other Part, ALL THAT piece and parcel of land measuring an area 2 Cottahs 4 Chittaks more or less comprised in C.S.Dag no.1658, E.P. No.134, S.P. No.138, J.L. No.20, R.S. No.154, Touzi No.3083, at Mouza-Satgachi, P.S.-Dum Dum, within the municipal limits of South Dum Dum Municipality, Ward No. 23, District; North 24-Parganas.

AND WHEREAS, at the time of settlement records by the local BL&LRO, the said property has been recorded in the name of Nitai Mukherjee, Haradhan Mukherjee and Dulal Mukherjee respectively and the land has been recorded in R.S. Dag No.5046 corresponding to L.R. Dag No.4894 under L.R. Khatian No.2281, 5493 and 2183, respectively.

AND WHEREAS, Nitai Mukherjee, Haradhan Mukherjee and Dulal Mukherjee duly mutated their names in the records of South Dum Dum Municipality being Holding No.174, Bapuji Colony, Kolkata – 700028 in respect of the aforesaid property.

AND WHEREAS, Nitai Mukherjee died intestate on 30.09.2017 leaving behind his wife, two sons and only daughter, the Owners no.2, 3, 4 and 5 respectively herein. Haradhan Mukherjee died intestate on 19.12.2017 leaving behind only his brother, the Owner no.1 herein, as his only legal heir and successor by virtue of Hindu Law of Succession. Be it

mentioned that wife of Haradhan Mukherjee, namely Shila Mukherjee died before him intestate on 18.12.2017.

AND WHEREAS, after demise of Nitai Mukherjee and Haradhan Mukherjee, the Owner no.1, 2, 3, 4 and 5 herein became joint owners of the aforesaid land.

AND WHEREAS, the owners entered into a development agreement with the Vendor-cum-Promoter and the Vendor-cum-Promoter has obtained the sanctioned plan and approvals for the Project and also for the apartment from South Dum Dum Municipality. The Vendor-cum-Vendor-cum-Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.

AND WHEREAS, The Purchaser, after satisfying himself/herself/itself/ themselves about the title of land, the rights of the Vendor-cum-Promoter and after inspection of the Plan designs and specifications prepared by the Vendor-cum-Promoter's Architects and sanctioned by the competent authorities in respect of the said Project and all other permissions necessary for construction and development of the Project, had applied for an apartment in the Project vide application dated _____ and has been allotted the apartment measuring a carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Flat No. _____ on _____ floor in the Building together with the right to use _____ nos. Open/Covered/Mechanical Car Parking Space (dependent/ independent) on the _____ level of the Building/Project TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said Building and the right to use the common areas/common parts and facilities in common more fully and particularly mentioned and described in the SCHEDULE C hereunder written AND TOGETHER WITH undivided proportionate impartible share or interest in the land underneath the said building appurtenant thereto more fully and particularly mentioned and described in the SCHEDULE A hereunder written AND TOGETHER WITH all easement rights over all common portions in the said entire land and building for which the Vendor-cum-Promoter and the Owners have agreed to sell and transfer, free from all encumbrances, charges, liens, *lis pendens*, attachments trusts whatsoever or howsoever for the consideration unto and in favour of the Purchaser for the consideration and subject to the terms and conditions hereinafter appearing.

AND WHEREAS, by an Agreement for Sale dated _____ the Vendor-cum-Promoter and the Owners have entered into a Sale Agreement with the Purchaser herein for sale/allotment of a Residential Apartment more fully and particularly mentioned and described in the SCHEDULE B herein under and by executing and registering this Deed of Conveyance the Vendor-cum-Promoter and Owners are conveying/transferring/selling the said Apartment in favour of the Purchaser forever and absolutely more fully and particularly mentioned and described in the SCHEDULE B herein under.

NOW THEREFORE in furtherance to receipt of the Sale Consideration, the Parties are executing this Deed of Conveyance for recording the sale, conveyance and transfer of the Apartment along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space (if any), absolutely and forever, in favour of the

Purchaser on the terms and conditions mutually agreed by and between the Parties and contained in this Deed of Conveyance.

1. In consideration of the payment of the sale consideration of Rs. _____/- (Rupees _____ only) ("Sale Consideration") and the other amounts by the Purchaser in terms of the Agreement For Sale dated _____ and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Purchaser stated in this Deed of Conveyance, the Apartment is hereby sold, conveyed and transferred in favour of the Purchaser absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space more fully and particularly mentioned and described in the SCHEDULE B herein under together with undivided proportionate impartible share or interest in the said entire land underneath along with the said building more fully and particularly mentioned in the SCHEDULE A hereunder written with all easement rights over all common portions in the said Building and Land.
2. The Purchaser shall be entitled TO HAVE AND TO HOLD the said Apartment hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to any of the rights and/or entitlements of any other Apartment Buyer/Owners and/or the Promoter.
3. It is clearly understood by the Purchaser that the Purchaser shall at no time have the ownership or title over the Car Park Space, save and except for the exclusive right to use and occupy the same, which allotted for himself or for his visitors. It is made clear by the Promoter and the Purchaser agrees that the Apartment along with covered parking shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained project covering the Project Lands and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that common areas/services/facilities of the Project shall be available for use and enjoyment of all buyers of the Project.

SCHEDULE 'A'

ALL THAT piece and parcel of bastu land measuring 2 Cottahs 4 Chittaks more or less together with multi-storied building standing thereon comprised in C.S.Dag no.1658, R.S. Dag No.5046 corresponding to L.R. Dag No.4894 under L.R. Khatian No.2281, 5493 and 2183, E.P. No.134, S.P. No.138, J.L. No.20, R.S. No.154, Touzi No.3083, at Mouza-Satgachi, P.S.-Dum Dum, Premises no.99/138, Holding no.174, Bapuji Colony, Kolkata — 700028, within the municipal limits of South Dum Dum Municipality, Ward No. 23, under A.D,S,R. Cossipore Dum Dum, District; North 24-Parganas, along with all rights of common passages and right of egress and ingress, delineated in Red marked in the Map or Plan annexed hereto and butted and bounded by :

ON THE NORTH:- Colony Road;

ON THE SOUTH:- Multistoried Building;

ON THE EAST:- Colony Road;

ON THE WEST:- House of Aparesh Chandra Kundu.

OR HOWSOEVER OTHERWISE the same may be butted and bounded, known number, called described and / or distinguished.

SCHEDULE 'B'
(Property sold)

ALL THAT piece and parcel of one self contained Flat No. _____ on the Floor at _____ side in the Block - _____, lying and situated at Premises no.99/138, Holding No. 174, Bapuji Colony, Kolkata — 700028, Ward No. 23, P.S. Dum Dum, consisting of _____ bed rooms, _____ toilets, _____ kitchen, _____ drawing-cum-dining room, _____ balcony having covered area _____ sq.ft., stair & lift area _____ Sq.Ft. and _____% service area _____ Sq. Ft. more or less i.e. total superbuilt up area _____ Sq.Ft. more or less of the building lying and situated demarcated portion of the property fully described hereinabove as SCHEDULE 'A' on which the said building is erected and built and also rights and obligations in respect of common areas and facilities along with right of easement in all common areas available under the provisions of the West Bengal Apartment Ownership Act, 1972.

PARKING: _____

OPEN TERRACE: _____

SCHEDULE C

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed of Conveyance at _____ in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE

WITHIN NAMED VENDOR-CUM-PROMOTER:

SIGNED AND DELIVERED BY THE
WITHIN NAMED PURCHASER/S:

SIGNED AND DELIVERED BY THE
WITHIN NAMED OWNERS: