

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of
....., Two Thousand and Twenty Five (**2025**)

BETWEEN

KAMAKHYA CONSTRUCTION

Rajib Chakraborty

Partner

1. SMT. DOLLY GHOSH, (PAN COEPG7581N) Wife of Late Sukumar Ghosh, by faith-Hindu, by Occupation-Housewife, residing at 268, Ho-Chi-Minh Sarani, Sakuntala Park, Police Station: Parnasree, Kolkata-700061 **(2) SRI SUBRATA GHOSH, (PAN ATVPG0199C)** son of Late Sukumar Ghosh, by faith-Hindu, by Occupation-Business, residing-at 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061; **(3) SMT. SOMA SETT (NEE GHOSH), (PAN DXFPS1294K)** Wife of Sri Subir Sett, daughter of Late Sukumar Ghosh, by faith- Hindu, by Occupation-Housewife, residing at 268A, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061; **(4) SMT. SHIKHA BHATTACHARJEE (NEE GHOSH) , (PAN DSTPB2236M)** wife of Late Dipankar Bhattacharjee, daughter of Late. Sukumar Ghosh, by faith-Hindu. by Occupation- Housewife, residing at 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700 061; **(5) SMT. TANUSHREE DEBNATH (NEE GHOSH), (PAN BUDPD4253L)** wife of Sri Partha Debnath, daughter of Late Sukumar Ghosh, by faith-Hindu,, by Occupation-Housewife, residing at 268A, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700 061; **6) SHRI NABA KUMAR GHOSH (PAN ACVPG2694K)** Son of Late Sudhir Kumar Ghosh, by faith-Hindu, by Occupation-Retired person, residing-at 268A, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700 061, **7) SHRI BABLU GHOSH (PAN BEUPG2075L)** Son of Late Sudhir Kumar Ghosh by faith-Hindu, by Occupation- Service, , **8). SMT. MAYA DAS (PAN GPTPD3921M)** Wife of Bimal Das , Daughter of Late Sudhir Kumar Ghosh Both residing-at 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061 hereinafter called and referred to as the **OWNERS/FIRST PARTY** The Owners are duly represented by their **constituted attorney to M/S. KAMAKHYA CONSTRUCTION (PAN- AAWFK4286A)**, a Partnership Firm having its office at 70, Bhupen Roy Road, Kolkata – 700034 being represented by its Partners **1. SRI RAJIB CHAKRABORTY (PAN - AEOPC8681B)** son of Late Samir Chakraborty, By faith Hindu, By Nationality - Indian, By Occupation Business, of 70, Bhupen Roy Road, Kolkata-700034 AND **2. SRI GANESH PAUL (PAN – AKCPP8838R)**, son of Late Anil Krishna Pal By faith Hindu, By Nationality - Indian, By Occupation Business, of Ketopol, Beldanga

=3=

Road, P.O- jote Shibrampur, P.S-Maheshtala, Kolkata-700141,. **(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART.**

AND

_____ (PAN _____) _____

By faith _____, By Nationality - _____, By Occupation _____, residing at _____

hereinafter called and referred to as the **PURCHASER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and assigns) of the SECOND PART**

AND

M/S. KAMAKHYA CONSTRUCTION (PAN- AAWFK4286A), a Partnership Firm having its office at 70, Bhupen Roy Road, Kolkata – 700034 being represented by its Partners 1. SRI RAJIB CHAKRABORTY (PAN - AEOPC8681B2) son of Late Samir Chakraborty, By faith Hindu, By Nationality - Indian, By Occupation Business, of 70, Bhupen Roy Road, Kolkata-700034 AND 2. SRI GANESH PAUL (PAN – AKCPP8838R), son of Late Anil Krishna Pal By faith Hindu, By Nationality - Indian, By Occupation Business, of Ketopol, Beldanga Road, P.O- jote Shibrampur, P.S-Maheshtala, Kolkata-700141, hereinafter called and referred to as the of the **‘DEVELOPER/ SECOND PARTY’ (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, successors-in-office, successors-in-interest, administrators, legal representatives and assigns) of the **THIRD PART.****

WHEREAS one Sri Kalipada Mukhopadhyay was the owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 1.37 (one point three seven) acres, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parui, **J.L.** No. 3, R.S. No.80, Collectorate Touzi No. 351, at Biren Roy Road (West) now known as Ho-Chi- Minh Sarani, Police Station- Behala now Parnasree, within, the then South Suburban Municipality now within the territorial limits of Kolkata Municipal Corporation, under its Ward No. 128, District Sub-Registration Office at Alipore and Additional District Sub-Registration Office at Behala, District: 24 Parganas now South 24 Parganas.

AND WHEREAS the said Kalipada Mukhopadhyay died intestate leaving behind his only son namely Sri Bibhuti Bhusan Mukhopadhyay as his heirs and after the demise of Sri Kalipada Mukhopadhyay his only son Sri Bibhuti Bhusan Mukhopadhyay become the owner of the property left by Kalipada Mukhopadhyay and enjoying the same by paying taxes and outgoings to the appropriate authority. The name of Sri Bibhuti Bhusan Mukhopadhyay was published and recorded under Revisionsal Settlement in respect of land measuring 1.37 acres lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parui.

AND WHEREAS during the lifetime the said Sri Bibhuti Bhusan Mukhopadhyay sold a part of the aforesaid property and he retained **ALL THAT** piece and parcel of land measuring 1 (one) Bigha 14 (fourteen) Cottahs, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parui.

AND WHEREAS the said Sri Bibhuti Bhusan Mukhopadhyay died intestate leaving behind his wife Smt. Basanti Devi, two sons Ask Kumar Mukhopadhyay and Sri Swapan Kumar Mukhopadhyay, one unmarried daughter Miss. Sobha Mukhopadhyay and two married daughters Smt. Rekha Chakraborty and Smt. Anima Bandyapadhyay as his heirs and after the demise of Sri Bibhuti Bhusan Mukhopadhyay his wife, two sons and three daughters inherited the said property according, to law.

AND WHEREAS after getting the aforesaid property by virtue of inheritance, the said Smt. Basanti Devi, Sri Asit Kumar Mukhopadhyay, Sri Swapan Kumar Mukhopadhyay, Miss. Sobha Mukhopadhyay, Smt. Rekha Chakraborty and Smt, Anima Bandyapadhyay were jointly seized and possessed of the same as owners and enjoying it by paying taxes and outgoings to the appropriate authority.

AND WHEREAS by virtue of a registered Deed of Conveyance. dated 20.09.1978, the said Smt. Basanti Devi, Sri Asit Kumar Mukhopadhyay, Sri Swapan Kumar Mukhopadhyay, Miss. Sobha Mukhopadhyay, Smt. Rekha Chakraborty and Smt. Anima Bandyapadhyay sold, transferred and conveyed ALL THAT piece and parcel of land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza ; Parui unto and in favour of **Sri Sukumar Ghosh and Sri Naba Kumar Ghosh**, both sons of Late Sudhir Kumar Ghosh. The said Deed was registered at the Office of the Sub-Registrar at Behala and recorded in Book No. 1, Volume No. 40, Page Nos. 96 to 101, Being No. 1936 for the year 1978.

AND WHEREAS after purchasing the aforesaid property., the said **Sri Sukumar Ghosh and Sri Naba Kumar Ghosh**, both sons of Late Sudhir Kumar Ghosh were jointly seized and possessed of the same as owners and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS owing to disturbances in joint possession and for better and beneficial enjoyment, the said Sri Sukumar Ghosh and Sri Naba Kumar Ghosh, executed and registered a Deed of Partition dated 04.05.1988 in respect of ALL THAT piece and parcel of land measuring 3 (three) Gottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parui. The said Deed was registered at the office of Additional District Sub-Registrar at Behala and entered in Book No.I, Being No. 1347 for the year 1988.

AND WHEREAS by virtue of the said Deed of Partition, the said Sri Sukumar Ghosh as party of the First part got ALL THAT piece and parcel of demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, be the same or little more or less, from the western side out of total land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, which has been mentioned in Schedule “kha” therein and delineated with “RED” border and marked as “A” together with all right of easements, facilities and amenities annexed thereto, while the said Sri Naba Kumar Ghosh as party of the Second part got ALL THAT piece and parcel of demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 31 (thirty one) Square feet, be the same or little more or less, from the eastern side out of total land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, which has been mentioned in First Schedule therein and delineated with “YELLOW” border and marked as “B” together with right of easements facilities and amenities annexed thereto.

AND WHEREAS after getting demarcated land by virtue of the Deed of Partition, the said Sri Sukumar Ghosh, got his name mutated and separately assessed in respect of **ALL THAT** piece and. parcel of demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, be the same or little more or less, in the records of the Kolkata Municipal Corporation and it has since been known as 268, Ho-Chi-Minh Sarani corresponding to mailing address 268/N/1, Ho-Chi-Minh Sarani, Sakuntala Park, Police Station-Behala now Parnasree, Kolkata-700061 under Assessee **No.41-128-11-0371-8** and enjoying the same by paying taxes and outgoings to the appropriate authority. The said Sri Sukumar Ghosh constructed building upon the aforesaid property and was residing there with the members of his family. The said Sri Sukumar Ghosh got his name mutated and recorded in respect of land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, equivalent to 2 (two) decimals in the records of B.L. & L.R.O. under L.R. Khatian No.4538.

AND WHEREAS the said Sri Sukumar Ghosh died intestate on 27.08.1994 leaving behind his wife **Smt. Dolly Ghosh**, three daughters namely **Soma Sett (Nee Ghosh)**, **Smt. Sikha Bhattacharya (Nee Ghosh)**, **Smt. Tanushree Ghosh (Nee Ghosh)**, and one son namely **Sri Subrata Ghosh** and inherited undivided 1/5th share in the aforesaid property jointly according to law.

AND WHEREAS Said **Smt. Dolly Ghosh** , **Soma Sett (Nee Ghosh)**, **Smt. Sikha Bhattacharya (Nee Ghosh)**, **Smt. Tanushree Ghosh (Nee Ghosh)**, and **Sri Subrata Ghosh** became the absolute owner of the said land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 {thirty} Square feet, be the same or little more or less, and they muted their name in the records of the Kolkata Municipal Corporation and it has since been known as KMC premises No 268, Ho-Chi-Minh Sarani corresponding to mailing address 268/N/1, Ho-Chi-Minh Sarani, being **Assessee No- 411-28-110-371-8** Sakuntala Park, Police Station-Behala now Parnasree, Kolkata-700061,

AND WHEREAS after getting demarcated land by virtue of the Deed of Partition, the said **Sri Naba Kumar Ghosh**, became the absolute owner and got his name mutated and separately assessed in respect of **ALL THAT** piece and. parcel of-demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 31 (thirty one) Square feet, be the same or little more or less, in the records of the Kolkata Municipal Corporation and it has since been known as 268A, Ho-Chi-Minh Sarani corresponding to mailing address 268A, Ho-Chi-Minh Sarani, Sakuntala Park, Police Station-Behala now Parnasree, Kolkata-700061 under Assessee **No.41-128-11-1324-4**

AND WHEREAS by the virtue of deed of Exchange Dated 24/08/2020, Deed No's 05303 & 05304, registered at A.D.S.R Behala the said **Smt. Dolly Ghosh**, **Smt. Soma Shett Alies (Nee Ghosh)**, **Smt. Sikha Bhattacharya (Nee Ghosh)**, **Smt. Tanusree Ghosh (Nee Ghosh)**, **Sri Subrata Ghosh** and **Naba kumar Ghosh** became the absolute and joint owner of land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less situated in R.S. &

L.R. Dag No. 2946, under R.S. Khatian No. 520 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351, at and being 268, Ho-Chi-Minh Sarani, Police Station-Behala now Parnasree, Kolkata-700061, being **Assessee No- 411-28-110-371-8** , within the territorial limits of Kolkata Municipal Corporation, in its Ward No.128

AND WHEREAS one Sudhir Kumar Ghosh was the Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 5 (five) decimals, be the same or little more or less, by the virtue of **patta deed issued by sector land reform division Sadar circle behala of west Bengal govt.** dated **20.05.1969** with full possession rights lying and situate in R.S. Dag No. 2947/6, under R.S. Khatian No. 585 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351, at Biren Roy Road (West) now known as Ho-Chi-Minh Sarani, Police Station- Behala now Parnasree, within the then South Suburban Municipality now within the territorial limits of Kolkata Municipal Corporation, under its Ward No.128 District Sub-Registration Office at Alipore and Additional District Sub-Registration Office at Behala, District: 24 Parganas now South 24 Parganas,

AND WHEREAS the said Sudhir Kumar Ghosh got it name mutated in respect of the aforesaid property in the records of the Kolkata Municipal Corporation and the property has since been known as Municipal Premises No. 278, Ho-Chi-Minh Sarani, Police Station-Behala now Parnasree, Kolkata-700061, within the territorial limits of Kolkata Municipal Corporation, in its Ward No. 128, under Assessee No. 41-128-11-0381-0.

AND WHEREAS the said Sudhir Kumar Ghosh died intestate on 01.11.1988 leaving behind his wife-Smt. Santilata Ghosh, three sons-Sri Nabakumar Ghosh, Sri Sukumar Ghosh and Sri Bablu Ghosh and one daughter namely Smt. Maya Das, wife of Sri Bimal Das as his heirs and after the demise of Sudhir Kumar Ghosh his wife, three sons and one daughter inherited the aforesaid property jointly according to law each having undivided 1/5th share in it.

AND WHEREAS the said Sukumar Ghosh died intestate on 27.08.1994, leaving behind his wife Smt, Dolly Ghosh, three daughters namely Smt. Soma Sett, Smt. Sikha Bhattachatya, Smt. Tanusree Ghosh and one son namely Sri Subrata Ghosh and his mother Santiata Ghosh and after the demise of Sukumar Ghosh his wife, three daughters, one son and his mother inherited undivided 1/5th share in the aforesaid property jointly according to law,

AND WHEREAS the said Santilata Ghosh died intestate on 23.11.2007, leaving behind her two sons-Sri Nabakumar Ghosh and Sri Bablu Ghosh and a daughter Smt. Maya Das, wife of Sri Bimla Das and daughter-in-law Smt, Dolly Ghosh, three granddaughters namely Smt. Soma Sett, Smt. Sikha Bhattacharjee, Smt. Tanushree Debnath and one grant son namely Sri Subrata Ghosh as her heirs, who inherited the property left by Santiata Ghosh jointly according to law.

AND WHEREAS the present Owners jointly owned and possessed of ALL THAT piece and parcel of demarcated land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less, Along with one stored building standing thereupon, lying and situate in R.S. & L.R. Dag No. 2946, under R.S. Khatian No. 520 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351,at and being Premises No 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.128, under Assessee No. **411-28-110-371-8**, which has been specifically described in the SCHEDULE "A" hereunder.

AND WHEREAS the Owners herein also become the joint owners and also owned and possessed of undivided and undemarcated 1/4 share being land measuring of **ALL THAT** piece and parcel of land measuring about 5 decimals equivalent to 3 cottahs along with structure standing thereupon, lying and situate in R.S. Dag No. 2947/6, under R.S. Khatian No. 585 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351,at and being Municipal Premises No. 278, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061. within the territorial limits of Kolkata

Municipal Corporation, in its Ward No.128, under Assessee No. 41-128-11-0381-0.

AND WHEREAS by the virtue of deed of Gift Dated 19/09/2020, Deed No 03739, registered in the office of A.R.A III the said 1) SMT. **DOLLY GHOSH,** (2) SRI **SUBRATA GHOSH,** (3) **SOMA SETT (NEE GHOSH),**(4)SMT, **SIKHA BHATTACHARJEE (NEE GHOSH).** (5) **SMT. TANUSHREE DEBNATH (NEE GHOSH),** 6) **SHRI NABA KUMAR GHOSH** 7) **SHRI BABLU GHOSH,** 8). **SMT. MAYA DAS** became the absolute and joint owner of land measuring 6 (Six) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less situated in 6 (Six) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less situated in R.S. & L.R. Dag No. 2946, 2947/6 under R.S. Khatian No. 520, 585 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351,at and being 268, Ho-Chi-Minh Sarani, Police Station-Behala and being 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061, within the territorial limits of Kolkata Municipal Corporation under Assessee No. **411-28-110-371-8**, in its Ward No.128

AND WHEREAS during enjoyment of the said property the Owner/First Party herein intends to develop the said property by raising a modern decent residential building thereon as per sanctioned plan to be sanctioned by the Kolkata Municipal Corporation after demolition of the existing structure of said Shop Rooms standing thereon. But she realizes that it is quite impossible for him to develop the said property due to insufficient of ready fund and was in search of a suitable solvent Contractor/Developer who will be able to raise such construction upon the aforesaid property.

AND WHEREAS knowing such intention of the Owners/First Party the Developer/Second Party herein approached to the Owners/First Party herein for the said development by construction of a "BUILDING" on the said property, more fully and particularly mentioned in the Schedule 'A' written hereunder, as per plan to be sanctioned and/or approved by the Kolkata Municipal Corporation for the mutual benefits of parties.

AND WHEREAS having relied upon the aforesaid representation made by the Owner/First Party herein, the Developer herein has entered into a development agreement being No. 07937 for the year 2020 and also execute Registered Power of Attorney Being No 07993 For the Year 2020 with the Owners herein to develop the said property after demolishing the existing structure standing thereon by constructing a Multi-Storied Building at the said Premises in accordance with the building plan approved by the Kolkata Municipal Corporation and other allied works on the terms and conditions mentioned in the said agreement.

AND WHERAS the said Developer obtained the Building Plan duly sanctioned by the Kolkata Municipal Corporation vide Sanctioned **Plan No. 2021140171** dated 25/08/2021 with regard to construction of the Proposed **G + IV** Building on the Schedule 'B' property.

AND WHEREAS The DEVELOPER according to the sanction plan has constructed a new Multi storied Residential Building comprising of several flats/apartments and, parking space at ground floor etc. and he expressed his desire for selling the proposed flats/apartments/Shop at a certain consideration money. The Purchaser after knowing the declaration of the DEVELOPER had agreed to purchase **ALL THAT** one Shop Being No ____ measuring about ____ **Sq.Ft Super Built up** more or less on the Ground **Floor South Side of the building Name "KAMRUP APARTMENT", , (With Lift Facility)** lying and situate at land admeasuring about 6 (Six) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less situated in R.S. & L.R. Dag No. 2946, 2947/6 under R.S. Khatian No. 520, 585 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351,at and being 268, Ho-Chi-Minh Sarani, Police Station-formerly Behala at Present Parnasree, Kolkata-700061, within the territorial limits of Kolkata Municipal Corporation under Assessee No. **411-28-110-371-8**, in its Ward No.128 , more fully described in the SCHEDULE B hereunder written and hereinafter referred to as "**THE SAID UNIT**" unto and in favor of the Purchaser at the said price or consideration including registration cost of **Rs _____/- (_____)**

free from all encumbrances, charges, liens, claims, demands trusts, mortgages, leases, tenancy, acquisition requisitions and agreement to transfer whatsoever in nature Vendor/ Developer.

AND WHEREAS *After hearing the decision of the Developer/ Vendor, the Purchaser herein approached the Developer/ Vendor herein to purchase the said Unit at or for the aforesaid consideration amount, The Developer/ Vendor herein accepted the said offer of the Purchaser herein and agreed to sell the above mentioned Property mentioned in the Second Schedule hereunder written at or for a total consideration **Rs _____/-** (_____) the details of the Shop is more fully and specifically described in the Schedule B hereunder written.*

NOW THIS INDENTURE WITNESSETH NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows: -

*That in pursuance of consideration of the said sum of **Rs _____/-** (_____) of good and lawful money of the Union of India in hand well, truly and already paid by the Purchaser to the **Owners/Vendor/Developer** herein (the receipt hereof the **Owners / Vendor / Developer** herein doth hereby as well as by the receipt hereunder written admit and acknowledge of and from the same and every part hereof) the Vendor as well as the **Owners/Vendor/Developer** do and each of them doth hereby acquit, release and forever discharge the Purchaser from payment of the same as well as the said **Shop No _____** measuring about **Carpet Area _____ SQFT after adding _____ Super Built-up area total Shop area is _____ Sq. Ft Super Built up** more or less on **Ground Floor South Side of the building Name “KAMRUP APARTMENT”, (With Lift Facility)**, lying and situated, at SCHEDULE A under police station formerly Behala now Parnasree, together with common areas and facilities comprised in the said Premises more fully and particularly described in the 'A', 'B', 'C' 'D' Schedule respectively*

hereunder written and delineated in the Map or Plan annexed hereto and thereon bordered in RED color (hereinafter referred to as the said proportionate undivided impartible share in the said land and the said Shop **OR HOWSOEVER OTHERWISE** the said proportionate undivided impartible share in the said land and the said Shop now are or is or at any time or times heretofore were or was situated butted bounded called known numbered described and distinguished together with all boundary, walls, areas, sewers, drains, paths passages, water, water courses and all manner of ancient and other lights, rights, liberties, easements, privileges, advantages, emoluments, appendages and appurtenances whatsoever standing being into or upon or belonging thereto or any part thereof with which the same now are or is or at any time or times heretofore were or was held, used, occupied, enjoyed, accepted, reputed deemed taken or known as part or parcel or number thereof or appurtenant thereto and all the Reversion or Reversions, Remainder or Remainders and the Rents Issues and Profits thereof and every part thereof and all the estate, right, title, interest, claim, use, inheritance, trust possession, property or demand whatsoever of the Vendor /Developer by law or in equity into and upon the said undivided proportionate share in the said land and the said Shop together with and every of their respective right, liberties, and appurtenance whatsoever unto and to the Purchaser free from all encumbrances, trust, liens, lispens and attachment whatsoever together with all easements or quasi-easements and other beneficial use and enjoyment of the said proportionate undivided share in the said land and the said Shop **TO HAVE AND TO HOLD** the said proportionate undivided impartible share in the said land and said Shop all other rights hereby granted sold, conveyed, transferred, assigned and assured and every part or parts hereof absolutely and forever except and reserving unto the Owners and/or other occupiers such easements or quasi-easements right and privileges as are mentioned in this indenture.

1. Notwithstanding anything hereinbefore done or suffered to the contrary the Vendor /Developer have good and absolute right, title and authority to grant, convey, transfer, assign and assure ALL THAT One

said **Shop No** ____ measuring about **Carpet Area** ____ **SQFT** after adding ____ **Super Built-up area** total **Shop area** is ____ **Sq.Ft** **Super Built up** more or less on **Ground Floor South Side of the building Name “KAMRUP APARTMENT”, (With Lift Facility)**, lying and situated, at SCHEDULE A together with the undivided proportionate share in the land in the said Premises in respect of said Shop with proportionate right in all the common areas in the said premises along with undivided proportionate share in the land attributable to the said UNIT together with undivided unfettered right of user of common areas and facilities and utilities as provided or to be provided in the said building and/or the said building more fully described in the schedule hereunder written.

2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever done by the **VENDOR/DEVELOPER** now subsisting on the property and the same is not the subject matter of any litigation or proceeding and has not been offered as security or otherwise to any Court of revenue authority.

3. That the Purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits from and out of the said property without any hindrance interruption, claim, disturbances or demand from or by the **VENDOR/DEVELOPER** or any other persons claiming though or under the **VENDOR/DEVELOPER**.

4. That all the taxes, land revenue which is remain unpaid shall be paid by the Developer and after registration the Purchaser shall not claim to be paid for any taxes and land revenue is unpaid by the **VENDOR/DEVELOPER** for the proposed land mentioned in the schedule.

5. That the Purchaser have duly scrutinized all documents regarding title of the schedule land in the name of **OWNERS / VENDOR / DEVELOPER** before registration and after satisfied from all corners the Purchaser intended to register this Deed of Sale and as such the

OWNERS/VENDOR/DEVELOPER shall not be liable for any losses, damages, any disputes and obstructions created after registration of this Deed of Sale.

6. That the Purchaser shall not cause any obstruction to the others as well as **OWNERS/VENDOR/DEVELOPER** in any manner in the common space in the schedule land.

7. That the Purchaser shall be entitled to sell, let out on rent, transfer, gift, lease, mortgage or otherwise alienate the said property to any person/persons irrespective of sex, cast, religion.

SCHEDULE "A" ABOVE REFERRED TO

Description of the entire landed Property

ALL THAT the piece and parcel of land admeasuring about 6 (Six) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less situated R.S. & L.R. Dag No. 2946, 2947/6 under R.S. Khatian No. 520, 585 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351,at and being 268, Ho-Chi-Minh Sarani, Police Station- formerly Behala at Present Parnasree, Kolkata-700061, within the territorial limits of Kolkata Municipal Corporation under Assessee No. **411-28-110-371-8**, in its Ward No.128 together with all easements rights appurtenant .thereto, The total property is butted and bounded by

ON THE NORTH	: By 10 ft K.M.C. Road
ON THE SOUTH	: By Biren Roy Road (West)
ON THE EAST	: By Land of Mr. Sen
ON THE WEST	: By Sakuntala Multiplex

SCHEDULE B ABOVE REFERRED TO

(Description of the Shop)

Subject Matter of This Indenture

ALL THAT one Shop No __ measuring about Carpet Area ____ SQFT after adding __ Super Built-up area total Shop area is ____ Sq.Ft Super Built up more or less on Ground Floor South Side of the building Name “KAMRUP APARTMENT”, (With Lift Facility) and No. of Cover car parking _____ with parking space 135 sq. ft. lying and situated, at SCHEDULE A together with undivided proportionate share of land Of the building along with right of user of the common areas and facilities of the Schedule A property together with undivided proportionate share and /or interest of land of the proposed building along with right of use of the common area and facilities of the Schedule A property and undivided proportionate share and/or interest of the building along with right of user of the common areas and facilities of Schedule - 'A 'property.

THE SCHEDULE ‘C’ ABOVE REFERRED TO:-

Common areas and facilities:

1. The open space and part of land remaining vacant, after all construction as per the sole discretion of the Developer in compliance of plan sanctioned and/or revised by the Kolkata Municipal Corporation is made by the Developer, being part of the said property / and on which the ‘said building’ is located and all easements, rights and appurtenances belonging to the ‘said property’ and the ‘said building’.
2. The foundation, columns, girders, beams, supports, main walls, passages etc.
3. One underground and over head water reservoir together with the main pipe line from the KMC.
4. Common Drainage system and Sewerage system from the premises to the Municipal duct.
5. Water sewerage and drainage connection pipes from the said Shop to drains and sewers common to the premises.

6. *Lift*
7. *Common Passage, Pathways, Passages for ingress and egress to the said building.*
8. *Water pump for lifting water from water reservoir on the ground floor and other common plumbing installations.*
9. *Electrical Wirings and main electrical power source to the said building.*
10. *Boundary walls of the premises including outside of the walls of the said building.*
11. *Main gate, Keys of the Main Gate*
12. *Electric Meter room, Keys of the Electric Meter room*
13. *All other common areas, equipments, installations, fixtures, fittings and spaces in or about the said building and the said property as are necessary or convenient to its existence, maintenance and safety or normally in common use and as are specified by the Owners/Vendor and Developer expressly to be the common parts thereat and as are easements of necessity.*

**THE SCHEDULE 'D' ABOVE REFERRED TO:-
(Common Expenses)**

1. *All costs of maintenance, cleaning, operations, repairs, replacement services and whitewashing, painting, lighting, rebuilding, reconstructing, redecorating of all common areas and parts, its fixtures, fittings, electrical wiring and equipment in, under or upon the said building and the said property enjoyed or used in common by the occupants of the said building.*
2. *The cost of the salaries and other expenses incurred for and payable to any person employed for common purpose including security, maintenance and administration of the said building and for electrician, plumber, accountant, clerk, sweepers, etc. for the common areas and common amenities and common purposes of the said building.*
3. *Insurance premium, if any, for insuring the said building and every part thereof against earthquake, damage, fire, lightning, mob violence, civil commutation, etc. if insured.*

4. *Expenses for supplies of common utilities including electricity, water charge, etc, payable to any concerned authorities and/or organization, and payment of all charges incidental thereto in regard to the said building and the said property.*
5. *Electrical expenses for lighting of all the common parts, outer walls of the said building and for operation/maintenance of all common areas in the said property.*
6. *Municipal and other rates and taxes and all other outgoings, save those which would be separately assessed and/or incurred, in respect of any unit or portion of land of the 'said property'.*
7. *Cost of establishment, formulation and / or management of the Association or the Co-operative Society to be formed by the occupants/owners of the respective flats of the said building.*
8. *All such other expenses and outgoings as are deemed to be for common purposes as to be declared and fixed time to time by the Association or the Co-operative Society to be formed by the occupants/owners of the respective Shop/s and flat/s of the said building.*

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

by the Parties herein in presence

of the following

Witnesses:-

1.

2.

SIGNATURE OF THE OWNERS

SIGNATURE OF THE PURCHASER

Prepared in my office:

SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASER** a sum of **Rs** _____/- (_____) as and by way of Full consideration money for the within mentioned Schedule 'B' Property as per Memo below:-

1.

Total

Rs

:

(Rupees _____)

WITNESSES:

1.

KAMAKHYA CONSTRUCTION

Rajib Chakraborty

Partner

SIGNATURE OF THE

VENDOR /DEVELOPER