

Kappa Alpha
Specimen Copy
Sapid Homes Private Limited

DEED OF CONVEYANCE

(WITH POSSESSION)

(ONE NEW RESIDENTIAL FLAT)

THIS DEED OF CONVEYANCE is made in the City of Kolkata on _____TH day of
December'2024 (Two Thousand and Twenty-Four) in the Christian era.

BETWEEN

(1) **SMT BINDU DEVI** (PAN: BSGPD2058A)(Aadhaar No: 7547-3168-9707) wife of Sri Parashuram, by faith- Hindu, by Nationality - Indian, by occupation- Housewife, residing at 256 Gopalpur, Gorakhpur, P.O-Gopalpur, P.S- Gola, Dist.-Gorakhpur, PIN -273408, State of Uttar Pradesh, India, at present 2A, Bhagirathi Apartment, Tarulia 3nt lane, P.O-Krishnapur, P.S-New Town, Kolkata-700102, District- North 24 Parganas, West Bengal, (2) **SRI ROHIT KUMAR** (PAN: BQJPK0615D) (Aadhaar No: 6713-4143-5703) son of Sri Ashok Kumar Pandey, by faith- Hindu, by Nationality - Indian, by occupation- Service, residing at B2-402, Prasad Nagar Apartment, 27 B.T Road, P.O-Kamarhati, P.S-Belghoria, Kolkata-700058, District-North 24 Parganas, West Bengal, (3) **SRI VISHAP KAUSHIK** (PAN:BRVPK6007J) (Aadhaar No: 6524-1628-2783) son of Sri Sanjeev Kumar, by faith- Hindu, by Nationality - Indian, by occupation Service, residing at CG Construction, 5, Kabi Satyen Dutta Road, Pathanpur More, P.O & P.S- Nimta, Kolkata-700049, District-North 24 Parganas, West Bengal, (4) **SRI KRISHAN KUMAR YADAV** (PAN: APKPY4792C) (Aadhaar No :4388-8771-5081) son of Sri Ram Chander Yadav, by faith- Hindu, by Nationality - Indian, by occupation : Service, residing at Kasimpur Jharha, Lalgopalganj, P.O.- Lalgopalgang, P.S-Nawabganj, District-Allahabad, Uttar Pradesh, PIN : 229413, (5). **SMT ANOWARA KHATUN** (PAN: DCWPK0038M) (Aadhaar No 2340-9917-6276) wife of Mr. Nurul Ahasan and Daughter of Mr. Anowar Hossain, by faith- Muslim, by Nationality - Indian, by occupation Housewife, residing at 110B, Joy Kulla Molla Road, P.O.- Thakurpukur, P.S.-Thakurpukur, Kolkata-700063, District-South 24 Parganas, West Bengal, (6) **SRI CHANDAN PRASAD** (PAN APZPP6066P) (Aadhaar No :9692-8652-6740) son of Sri Shiwbachan Prasad, by faith- Hindu, by Nationality - Indian, by occupation: Service, residing at 26, Orphan Gunj Road, Khidirpore, P.O- Manshatala Lane, P.S- Wattgunge, Kolkata-700023, District-South 24 Parganas, West Bengal, (7) **SMT VIJETA BHARTI** (PAN: ARWPB2997G) (Aadhaar No :9162-6313-3144) wife of Sri Anand Kumar Bharti, by faith- Hindu, by Nationality - Indian, by occupation- Housewife, residing at Subash Nagar, near Railway, Gungty, No-3, P.O-Munger, P.S.- Mongher Mufassil, District-Munger, Bihar, PIN : 811201, (8) **MR HASAN AHMED HABIBULLAH** (PAN: AAUPH9329P) (Aadhaar No: 9927-9971-6956) son of Mr. Nur Muhammad Khalilullah, by faith- Muslim, by Nationality - Indian, by occupation- Service, (9) **SMT MASUMA PARVIN CHOWDHURY** PAN :BGBPC2003D) (Aadhaar No:5247-4080-2805) wife of Mr. Hasan Ahmed Habibullah, by faith- Muslim, by Nationality - Indian, by occupation Housewife, both

land owner No: 8 & 9 residing at Flat No-10, 20B Lower Range, P.O-Circus Avenue, P.S.- Karaya, Kolkata-700017, District: Kolkata, West Bengal, and (10) **SMT TAIYEBA KHATUN** (PAN: BPRPK0509M) (Aadhaar No-5669-7884-4199) wife of Md. Farmanuz Zaman, by faith- Muslim, by Nationality - Indian, by occupation Housewife, residing at Village and P.O. - Kutubganj, P.S.-Pukhuria, District-Malda, PIN -732102, at present - Flat L-7, H.C. Block, Kolkata Police Abasan, Sector-3, Salt Lake, P.O.-IB Market, P.S-Bidhannagar (South), Kolkata-700106, District- North 24 Parganas, West Bengal, hereinafter collectively called and referred to as the "**LANDOWNERS**" the said owners/vendors represented their "Constituted Attorney of "**SAPID HOMES PRIVATE LIMITED**" having its registered office at 170, Block-E, Rajarhat Road, Salua-Gopalpur, P.O: Rajarhat-Gopalpur, P.S : Airport, Kolkata :700136, Dist. North 24 Parganas, by one "Director" is **SRI SUSHANT MEHER** (PAN :DUEPM0033C) (Aadhaar No 8844-4538-2349) son of Late Tulsi Meher, by faith Hindu, by Occupation Business, by Nationality- Indian, residing at 3E, Sristi Plaza, Salua Bazar, Post Office Rajarhat-Gopalpur, Police Station Airport, Kolkata:700136, District- North 24 Parganas, (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest/office) of the **FIRST PART**

AND

(1) **MR** _____ (PAN:) (Aadhaar No) son of Sri , by Nationality: Indian, by faith - Hindu by occupation: Business/service, and (2) **MRS** _____ (PAN: (Aadhaar No) wife of Sri , by Nationality: Indian, by faith - Hindu by occupation: Housewife, both are residing at West Bengal, hereinafter jointly called and referred to as the "**PURCHASERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, representatives and assigns) of the **SECOND PART**

AND

"SAPID HOMES PRIVATE LIMITED" (PAN: ABKCS2039M) [CIN:U45309WB2023 PTC259866] having its registered office at 170, Block-E, Rajarhat Road, Salua-Gopalpur, P.O: Rajarhat-Gopalpur, P.S: Airport, Kolkata :700136, Dist. North 24 Parganas, represented by one Director **SRI SUSHANT MEHER** (PAN : DUEPM0033C) (Aadhaar No: 8844-4538-2349) son of Late Tulsi Meher, by faith : Hindu, by Nationality : Indian, by occupation : Business, residing at 3E, Sristi Plaza, Salua Bazar, P.O.: Rajarhat- Gopalpur,

P.S. Airport, Kolkata :700136, Dist.: North 24 Parganas, hereinafter called and referred to as the “**DEVELOPER**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include it's heirs, executors, successors-in-office and administrators, and assigns) of the THIRD PART

THE HISTORY OF TITLE OF LAND IS GIVEN IN DETAILS BELOW

WHEREAS One Foni Sardar Gang was the absolute owner of all that the piece and parcel of land comprised in C.S. Dag No 1236, R.S. & L.R. Dag No 1242, at Mouza-Chakpanchuria, J.L No-33, P.S.- Rajarhat, within the local limits of Patharghata Gram Panchayet.

AND WHEREAS by a registered Deed of Sale and executed on 07/06/1939 at the office of the S.R. Cossipore, Dum Dum, kept and recorded in Book No-1, Volume No-27, Pages from 264 to 266 being the Deed No:1835 for the year 1939, the said Foni Sardar and others, have granted, sold, transfer, conveyed, assigned, assured and transferred of ALL THAT the aforesaid plot of Shali land measuring about 429 decimal, comprised in the C.S Dag No-1236, in the C.S Khatian No-462, at Mouza-Chakpanchuria, J.L No-33, P.S.- Rajarhat, within the local limits of Patharghata Gram Panchayet, unto and in favour of Bakaridan Mistry and Mohammad Sarif Mistry, absolutely and forever free from all encumbrance, charges, lions, les pen dens, claims and/or demands whatsoever.

AND WHEREAS by a registered Deed of Sale and executed on 14/08/1940 at the office of the S.R. Cossipore, Dum Dum, kept and recorded in Book No-1, Volume No-38 Pages from 235 to 237, being the Deed No: 2256 for the year 1940, the said Bakaridan Mistry and Mohammad Sarif Mistry, have granted, sold, conveyed, assigned, assured and transferred of ALL THAT the aforesaid plot of Shali land measuring about 429 decimals, comprised in the C.S Dag No-1236, in the C.S Khatian No-462, at Mouza-Chakpanchuria, J.L No-33, P.S-Rajarhat, within the local limits of Patharghata Gram Panchayet, unto and in favour of Sk. Habibulla, absolutely and forever free from all encumbrance, charges, lions, les pen dens, claims and/or demands whatsoever.

AND WHEREAS by a registered Deed of Sale registered and executed on 29/01/1958 at the office of the S.R. Cossipore, Dum Dum, kept and recorded in Book No-1, Volume No-26, Pages from 42 to 47 being the Deed No-507 for the year 1958, the said Sk. Habibulla has granted, sold, conveyed, assigned, assured and transferred of ALL THAT the

aforesaid plot of Shali land measuring about 429 decimal comprised in the C.S Dag No-1236, in the C.S Khatian No-462, at Mouza- Chakpanchuria, J.L No. 33, P.S.-Rajarhat, within the local limits of Patharghata Gram Panchayet, unto and in favour of Smt. Nirmala Bala Mondal, absolutely and forever free from all encumbrance, charges, liens, lispendents, claims and/or demands whatsoever.

AND WHEREAS by virtue of above sale Deed the said Smt. Nirmala Bala Mondal is muted her name with the Records of Revisional Settlement land measuring an area of 05 Acre and 25 decimals, comprised in C.S. Khatian No 462, R.S. Khatian No 664, C.S. Dag No.1236, R.S. & L.R. Dag No 1242 of Mouza- Chakpanchuria, J.L No 33, R.S. No. 205 ½ Touzi No 145 at present 10, within the limits of Patharghata Gram Panchayet under Rajarhat, Dist.- North 24 Parganas.

AND WHEREAS by virtue of a Deed of Conveyance (Bengali Sub Bikray Kobala) made on 04/05/1981, duly registered in the office of Sub Registrar at Cossipore, Dum-Dum Dist.: 24 Parganas, it kept and recorded in Book No 1, Volume No 111, Page from 66 to 69, Being No 4330, for the year 1981, and the said Smt. Nirmala Bala Mondal, indefeasibly sold, transferred, conveyed, assigned and assured for the consideration in favour of Sri Kalipada Mondal & Sri Palan Chandra Roy.

AND WHEREAS by virtue of a Deed of Partition Dated on 06/06/1983, duly registered in the office of Dum Dum Cossipore, recorded in Book No 1, Volume No 153, Page from 86 to 98, Being No 5829, for the year 1983, and the said Sri Kalipada Mondal & Sri Palan Chandra Roy, partition for their convenience of possession.

AND WHEREAS by virtue of above partition deed the said Sri Kalipada Mondal, is the owner of land measuring an area of 09 Katha 09 Chittacks i.e. 16 Decimals (more or less), comprised in C.S Khatian No. 462, R.S Khatian No 664, CS Dag No 1236, R.S & LR Dag No-1242, of Mouza- Chakpanchuria, J.L No.33, R.S. No 205 ½ Touzi No 145 at present 10, within the limits of Patharghata Gram Panchayet under Rajarhat, Dist.- North 24 Parganas.

AND WHEREAS by virtue of a Deed of Kobala Dated on 18/09/1989, duly registered in the office of Bidhannagar, recorded in Book No 1, Volume No 152, Page from 139 to 148, Being No 7109, for the year 1989, and the said Sri Kalipada Mondal, indefeasibly sold,

transferred, conveyed, assigned and assured for the consideration in favour of present vendor Sri Narendra Nath Chowdhury.

AND WHEREAS by virtue of above sale deed the said Sri Narendra Nath Chowdhury, is mutated his name with the records of L.R Settlement land 'measuring an area of **15.79 Decimals** (more or less) out of 429 Decimal, comprised in C.S Khatian No 462, R.S Khatian No 664, L.R Khatian No 847/1, under C.S Dag No 1236, R.S & LR Dag No 1242, of Mouza Chakpanchuria, J.L. No.33, R.S. No 205 ½ Touzi No. 145 at present 10, within the limits of Patharghata Gram Panchayet under Rajarhat, Dist. North 24 Parganas.

AND WHEREAS by virtue an indenture of Deed of Conveyance duly registered on 2nd Day of August, 2022 in the office of ADSR, Rajarhat, New Town, Dist. : North 24 Parganas, the said Sri Narendra Nath Chowdhury (vendor) sold, transferred and conveyed of all that piece and parcel of Land 'measuring about **05.89 Decimals** (more or less) out of 15.79 Decimals, comprised in C.S Khatian No 462, R.S Khatian No 664, L.R Khatian No. 847/1, under C.S Dag No 1236, R.S & LR Dag No 1242, at Mouza Chakpanchuria, J.L No 33, R.S. No. 205 ½ Touzi No 145 at present 10, within the limits of Patharghata Gram Panchayet Block - Rajarhat, Dist. North 24 Parganas to the Purchasers, SL No (1 to 4) namely 1) Mrs. Bindu Devi 2) Mr. Rohit Kumar 3) Mr. Vishap Kaushik and 4) Mr. Krishan Kumar Yadav herein and they became the collectively owners of their proportionate share of undivided land and the said indenture was duly kept and recorded in Book No - I, volume No 1523-2022, pages from 503383 to 503415, being No 152312517 for the year 2022.

AND WHEREAS by virtue an indenture of Deed of Conveyance duly registered on 2nd Day of August, 2022 in the office of A.D.S.R, Rajarhat, New Town, Dist. : North 24 Parganas the said Sri Narendra Nath Chowdhury (vendor) sold, transferred and conveyed of all that piece and parcel of Land 'measuring an area of **04.95 Decimals** (more or less) out of 15.79 Decimals, comprised in C.S Khatian No 462, R.S Khatian No 664, L.R Khatian No 847/1, under C.S Dag No 1236, R.S & LR Dag No 1242, at Mouza: Chakpanchuria, J.L No.33, R.S. No 205½, Touzi No 145 at present 10, within the limits of Patharghata Gram Panchayet Block - Rajarhat, Dist. North 24 Parganas to the Purchasers (SL No 5 to 7) namely 1) Mrs. Anowara Khatun 2) Mr. Chandan Prasad and 3) Mrs. Vijeta Bharti, herein and they became the collectively owners of their proportionate share of undivided land and

the said indenture was duly kept and recorded in Book No - I, Volume No 1523-2022, Pages from 503416 to 503446, being No 152312518 for the year 2022.

AND WHEREAS by virtue an indenture of Deed of Conveyance duly registered on 2nd Day of August, 2022 the said Sri Narendra Nath Chowdhury (vendor) sold, transferred and conveyed of all that piece and parcel of Land measuring an area of **04.95 Decimals** (more or less) out of 15.79 Decimal, comprised in C.S Khatian No 462, R.S Khatian No. 664, L.R Khatian No 847/1, under C.S Dag No 1236, R.S & LR Dag No 1242, of Mouza: Chakpanchuria, J.L No 33, R.S. No 205 ½, Touzi No 145 at present 10, within the limits of Patharghata Gram Panchayet Block - Rajarhat, Dist. North 24 Parganas to the Purchasers (SL No 8 to 10) namely 1) Mr. Hasan Ahmed Habibullah 2) Mrs. Masuma Parvin Chowdhury and 3) Mrs. Taiyeba Khatun herein and they became the collectively owners of their proportionate share of undivided land and the said indenture was duly kept and recorded in Book No - I, volume No 1523-2022, pages from 503447 to 503477, being no. 152312519 for the year 2022.

AND WHEREAS that the present landowners namely 1) Mrs. Bindu Devi 2) Mr. Rohit Kumar 3) Mr. Vishap Kaushik and 4) Mr. Krishan Kumar Yadav 5) Mrs. Anowara Khatun 6) Mr. Chandan Prasad and 7) Mrs. Vijeta Bharti, 8) Mr. Hasan Ahmed Habibullah 9) Mrs. Masuma Parvin Chowdhury and 10) Mrs. Taiyeba Khatun and they were mutated their names before the local panchayat office and paying all taxes regularly and they were enjoying the same, this landed property is free from all encumbrances.

AND WHEREAS that after purchased of the landed properties all landowners namely 1) Mrs. Bindu Devi 2) Mr. Rohit Kumar 3) Mr. Vishap Kaushik and 4) Mr. Krishan Kumar Yadav 5) Mrs. Anowara Khatun 6) Mr. Chandan Prasad and 7) Mrs. Vijeta Bharti, 8) Mr. Hasan Ahmed Habibullah 9) Mrs. Masuma Parvin Chowdhury and 10) Mrs. Taiyeba Khatun and they were mutated and conversion of land their names before BL & LRO at Rajarhat, Dist. : North 24 Parganas, and got new LR Dag and LR Khatian all that piece and parcel of Total area of Land measuring about **15.79 Decimals**, comprised in LR Dag No 1242, under Khatian No 4334, 4336, 4337, 4338, 4339, 4340, 4341, 4350, 4354, and 4357 respectively at Mouza: Chakpanchuria, J.L No 33, R.S. No 205 ½, Touzi No 145 at present 10, within the limits of Patharghata Gram Panchayet Block - Rajarhat, Dist. North 24

Parganas, Kolkata: 700156 they were paying all taxes regularly and enjoying the same, this landed property is free from all encumbrances.

AND WHEREAS that the all Landowners collectively with the Developer an intention to develop by raising a multistoried building upon their land or specifically described in the First Schedule written hereunder and the landowners herein has agreed to appoint the Developer herein as the developer of the premises and the developer has agreed to develop the premises, to complete the project, pay the monies and to the work as and on the terms and conditions mentioned hereunder and thus the LANDOWNERS entering this Agreement under some terms and conditions morefully described here under.

DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY
EXECUTED BY THE LANDOWNERS WITH THE DEVELOPER

AND WHEREAS by virtue of Registered Development Agreement with Development Power of Attorney executed on 22nd day of August'2023, which was duly registered at the office of the Additional Registrar of Assurances - IV, Kolkata, and it kept and recorded in Book No - I, Volume No 1904-2023, Pages from 553349 to 553391 Being Deed No: 190411945 for the year 2023, the landowners (No 1 to 10) collectively have appointed and empowered represented by its authorised signatory Mr. Samir Pal (son of Sri Sudhanshu Pal) of the Concern "Sapid Homes Private Limited" herein Developer to develop and construct multistoried building and/or Complex adjacent land, which is mentioned in the First Schedule of the Landed Property.

RESOLUTION FOR CHANGES OF THE DIRECTOR OF THE CONCERN

AND WHEREAS that the owner "SAPID HOMES PRIVATE LIMITED" having its registered office at Santosh Enclave, Flat No 3A, 3rd floor, Chinar Park, P.O.: Teghoria, P.S : Baguiati, Kolkata 700157, Dist. North 24 Parganas represented by its one Director namely MR. RAJU SHARMA (son of Sri Nirmal Sharma) "RESOLVED THAT pursuant to the provisions of the Companies Act'2013 for the time being in force subject to approval of members in the general meeting and such other consents and permission as may be necessary, consent of the board of directors do hereby new appointment to (1) SRI SUSHANT MEHER (son of Late Tulsi Meher), (2) SRI VIKASH MADHOGARIA (son of Late Ramutar Madhogaria), as Managing Directors of the Company with effect from 14/08/2023 be and do hereby authorised to take all necessary steps to give effect to the said resolution"

INTENTION TO DEVELOP THE PROPERTY BY THE LANDOWNERS/CONCERN

AND WHEREAS that the developer (1) SRI SUSHANT MEHER DIN: 08927488 (son of Late Tulsi Meher), (2) SRI VIKASH MADHOGARIA DIN: 02375525 (son of Late Ramutar Madhogaria) and (3) SRI RAJU SHARMA DIN: 06553117 (Son of Sri Nirmal Sharma) hereinafter collectively called and referred to as the “DEVELOPERS” and Directors of “Sapid Homes Private Limited” on being heard such intention of the Land Owners herein the Developer is a well-established and reputed building contractor with practical knowledge and experience of construction of multi-storied building on the said Land all that piece or parcel of Bastu land measuring about **15.79 Decimals** (more or less) i.e. **9(nine) Cottahs 9(nine) chittacks 6(six) Sq.ft** comprised in LR Dag No 1242, under Khatian No 4334, 4336, 4337, 4338, 4339, 4340, 4341, 4350, 4354, and 4357 respectively at Mouza: Chakpanchuria, J.L No 33, under Block - Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Patharghata Gram Panchayat, Additional District Sub-Registrar Office at Rajarhat, in the West Bengal, Kolkata: 700156, District of North 24 Parganas

AND WHEREAS that one Director of “Sapid Homes Private Limited” is Mr. Raju Sharma (DIN- 06553117) has placed before the Board of Directors a RESIGNATION LETTER on 08th day of Decemner’2024, resigned from the post of Director of this company and other Board of Directors were duly accepted his proposal of resignation for the same.

SANCTIONED PLAN AT THE BUILDING

AND WHEREAS subsequently the Developer has obtained a Sanctioned Building Plan, Ref. No Letter of NZP vide memo No 200/N.Z.P. dated on 19/09/2024 & online acknowledgement No HN1026K72 dated 24/05/2024 from Zilla Parishad, at Barasat, Kolkata Dist.: North 24 Parganas, approval of proposed G+IV residential building plan which the project is under construction and the project consisting of several flats, car parking, and/or units with a view to disposing to the intending Purchaser/Purchasers.

NAME OF UNIT

KAPPA - ALPHA

Performed by: MR SUSHANT MEHER & MR. VIKASH MADHOGARIA

(Directors)

DEVELOPER’S ALLOCATION

AND WHEREAS the developer has contacted with the Purchasers and developer has agreed for sale to them of the DEVELOPER ALLOCATION all that one independent and ownership New Residential Flat No ____ on the ____ FLOOR measuring about _____ Sq.ft super built up area (little more or less) with Tiles Finished Floor, consisting of _____ lying and situated at _____ Dist. : North 24 Parganas, within the limits of Patharghata Gram Panchayat, there is Provision of Lift, and other amenities particularly described together with the undivided proportionate share in the land underneath of the building, more fully set forth and described in the SCHEDULE herein below for the total price of Residential Flat amounts to Rupees/- (Rupees) only which offer has also accepted by the Purchasers herein and the parties herein have decided to their terms and conditions.

ACCEPTANCE BY DEVELOPER WITH PURCHASERS

AND WHEREAS the Developer has declared to sell mentioned Flat in the SECOND SCHEDULE and the Purchasers have agreed to purchase the all that one independent and ownership New Residential Flat No ____ on the ____ FLOOR measuring about _____ Sq.ft super built up area (little more or less) with Tiles Finished Floor, consisting of _____ lying and situated at _____ Dist. : North 24 Parganas, together with the undivided proportionate share in the land underneath of the building, more fully set forth and described in the SECOND SCHEDULE herein below for and at a total price of Rupees/- (Rupees) only for conveying the ownership of rights, title and interest for the said Flat together with the proportionate undivided interest or share in the land along with all proportionate rights of stair together with all common rights over the common areas and facilities.

DECLARATION:

AND WHEREAS the Developer has declared to sell mentioned Flat in the SECOND SCHEDULE and the Purchasers have agreed to purchase the all that one independent and ownership New Residential Flat No ____ on the ____ FLOOR measuring about _____ Sq.ft super built up area (little more or less) with Tiles Finished Floor, consisting of _____ lying and situated at _____ Dist. : North 24 Parganas, for the total consideration at Rupees/- (Rupees) only for conveying the ownership of rights, title and interest for the said Flat together with the proportionate

undivided interest or share in the land along with all proportionate rights of stair together with all common rights over the common areas and facilities and for greater clearance, one floor plan in annexed herewith and delineated in RED mark, which will be treated as a part of this Deed of Conveyance.

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT in consideration of Rupees/- (Rupees) only well and truly paid by the Purchaser to the Developer as per Memo of Consideration appearing below, the receipt whereof the Developer herein doth hereby receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof forever release and discharge of the Purchasers and the property of SECOND SCHEDULE the Flat hereby transferred by the Developer doth hereby grant, sell, transfer, convey, assign and assure unto the Purchasers, all that one independent and ownership New Residential Flat No ____ on the ____ FLOOR measuring about _____ Sq.ft super built up area (little more or less) with Tiles Finished Floor, consisting of _____ lying and situated at _____ Dist. : North 24 Parganas, which is more fully and particularly described and mentioned in the SECOND SCHEDULE hereunder written and shown in the map or plan attached hereto and demarcated with the colour 'RED' border, together with undivided share or interest on the said land being Premises No at previously within the limits of Patharghata Gram Panchayat, all that piece or parcel of Bastu land measuring about **15.79 Decimals** (more or less) i.e. **9(nine) Cottahs 9(nine) chittacks 6(six) Sq.ft** in **Mouza : Chakpanchuria J.L** No - 33, R.S. No- 205 ½ Touzi No-145, at present 10, RS Dag No 1242 and RS Khatian No 664, now comprised in LR Dag No - 1242 under LR Khatian Nos 4334, 4336, 4337, 4338, 4339, 4340, 4341, 4350,4354, and 4357 respectively, lying and situated at Mouza: Chakpanchuria, under Block - Rajarhat, P.S. Rajarhat (now New Town) Kolkata: 700156, District of North 24 Parganas, within the limits of Patharghata Gram Panchayat, and the said entire land on which the building is erected and standing is more fully and particularly described and mentioned in the FIRST SCHEDULE hereunder written TOGETHER WITH right over the said one independent and ownership New Residential Flat No ____ on the ____ FLOOR measuring about _____ Sq.ft super built up area (little more or less) with Tiles Finished Floor, consisting of _____ lying and situated at _____ Dist. :North 24 Parganas, hereinafter referred to as the "Said Flat" mentioned in the SECOND SCHEDULE TOGETHER WITH right in common with other similar Purchasers is acquiring

similar rights to enjoy and possess all common roads, passages open spaces and all rights and privileges appertaining thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Developer into and upon the said FLAT proportionately upon incurring proportionate expenses for the said common portions and TO HAVE AND TO HOLD the said flat absolutely in the manner aforesaid forever free from all encumbrances, charges, trusts, liens, claims and demands, whatsoever, the property thus purchased by the Purchasers being particularly described in the SECOND SCHEDULE hereunder written and shown and delineated in the map or plan attached hereto with colour RED border AND the Purchasers shall have the right to own, use, occupy the said flat exclusively and the common parts in common with other co-owners Purchasers and occupiers of the said building such common parts being described and mentioned in the THIRD SCHEDULE hereunder written and also subject to the Purchasers will be paid and discharging taxes and impositions on the said flat and rights and obligations as mentioned in FOURTH SCHEDULE hereunder written by the Purchasers and the common expenses as mentioned in the FIFTH SCHEDULE hereunder written proportionately and all other outgoings in connection with the said flat wholly and the said building proportionately the Developer doth hereby covenant with the Purchasers as follows:-

- 1) Notwithstanding anything hereinbefore done or suffered to the contrary the Developer have good and perfect right, title and authority to convey the said flat together with undivided impartible share in the said land described in FIRST SCHEDULE hereunder and all rights and privileges and appurtenances hereunto belonging and hereby sold, conveyed and transferred to the Purchasers in the manner aforesaid and that the Developer have not done or knowingly suffered anything whereby the said property may be encumbered affected or impeached the estate, title or otherwise.
- 2) There are no encumbrances, charges, trusts, liens, attachments, claims or demands whatsoever now subsisting on the property and that the same is not the Subject matter of any suit or litigation or proceeding and has not been offered as security or otherwise to any court or revenue authority.
- 3) The Developer shall and will at all times indemnify and keep indemnified and keep harmless the Purchasers against all claims and demands whatsoever in respect of the property hereby sold and conveyed and make good the Purchasers all losses, costs, and

expenses which there may be put or obliged to incur or suffer by reason of any defect or deficiency in the extent description or other particulars of the said property.

4) The Purchasers shall henceforth hold, possess and enjoy the rents and profits derivable from and out of the said property without any hindrance eviction, interruption or disturbance from or by the Developer or any person or persons claiming through under or in trust for the Developer and without any lawful hindrance, eviction, interruption or disturbances by any other persons whomsoever.

5) All the taxes, land revenues and impositions payable in respect of the said property up to the date of execution and registration of the Deed of Conveyance has been fully paid by the Developer and if any portion of such taxes levies and other impositions etc. be found to remain unpaid for the period upto the date hereof, the same shall be deemed to be the liability of the Developer.

6) The Developer shall at all times hereafter do and execute or cause to be done and executed at the requests and costs and expenses of the Purchasers all such further acts, deeds, things and assurances as may be reasonably required by the Purchasers for better or further effectuation and assuring the Conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed.

7) And if any Clerical, typographical and numerical mistakes arises in it then we shall rectify it, by way of a deed of declaration or/and deed of rectification, or/and deed of correction with consent or without consent and proper affirmation in good health and sound mind of the both parties of the said premises and for the future changes the entire cost and expenses will be borne by the purchasers only.

8) It is further stated that the purchasers shall enjoy entire right, title, interest and lawful possession of the aforementioned property. If anybody claims anything, that will be nonest and void ab. initio.

9) The Map or Floor Plan with Self-Attested Photo Copy and Ten Finger Print Sheet attached hereto a part of this Deed of Conveyance.

THE FIRST SCHEDULE AS ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE LAND AND PROPERTY)

(Chakpanchuria, P.S.: New Town Kolkata-700156)

ALL THAT piece or parcel of Bastu land measuring about **15.79 Decimals** (more or less) i.e. **9(nine) Cottahs 9(nine) chittacks 6(six) Sq.ft** in **Mouza : Chakpanchuria** J.L No - 33, R.S. No- 205 ½ Touzi No-145, at present 10, RS Dag No 1242 and RS Khatian No 664, now comprised in LR Dag No - 1242 under LR Khatian Nos 4334, 4336, 4337, 4338, 4339, 4340, 4341, 4350, 4354, and 4357 respectively, lying and situated at Mouza: Chakpanchuria, under Block - Rajarhat, P.S. Rajarhat (now New Town) Kolkata: 700156, District of North 24 Parganas, within the limits of Patharghata Gram Panchayat, under jurisdiction of Additional District Sub-Registrar Office at Rajarhat, West Bengal, with all easement rights attached therewith including all rights of access to the said land is butted and bounded by:-

ON THE NORTH BY : LR Dag No 1242

ON THE SOUTH BY : 20 feet wide Road

ON THE EAST BY : LR Dag No 1239, 1240 & 1241

ON THE WEST BY : 10 feet wide Road

THE SECOND SCHEDULE AS ABOVE REFERRED TO
(TO BE SOLD ONE RESIDENTIAL FLAT)

ALL THAT one independent and ownership New Residential Flat No ____ on the ____ FLOOR measuring about ____ Sq.ft super built up area (little more or less) with Tiles Finished Floor, consisting of _____ lying and situated at Mouza: Chakpanchuria, J.L No: 33, under Block - Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Patharghata Gram Panchayat, Rajarhat, in the West Bengal, Kolkata: 700156, District of North 24 Parganas, there is Provision of Lift facility particularly described in the FIRST SCHEDULE with undivided proportionate impartible share of land underneath support and supporting and inserting terms and in and/or upon all the main load bearing separating and common walls in and around said flat Together with usual easement rights as well as all rights privileges, facilities land is mentioned and described in the FIRST SCHEDULE herein above written.

THE THIRD SCHEDULE AS ABOVE REFERRED TO

(Rights and Obligations of the Purchasers)

1. Subject to the restriction and reversion hereafter containing, the Purchasers shall full and absolute right of user in common with the other owners and/or occupants.
2. The Purchasers shall have absolute and unfettered right of user of and right of keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said building including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the Purchaser shall have to maintain the floor of the said building.
3. The Purchasers shall have the right of maintenance, repairs for white washing or painting of the said building in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. The Purchasers from time to time and all times hereby agrees to contribute and pay proportionate share towards the costs and expenses towards the maintenance charges, service taxes and impositions and other outgoings and the said amount is variable, accordingly to the needs of circumstances and market of the aforesaid sum without any variations as may be fixed as aforesaid individually and/or collectively.
6. The Purchasers shall in addition to pay separately and other taxes and/or impositions as may be that proportionate maintenance charges for the Flat shall be paid regularly by the Purchasers as long as society is not formed maintenance of the building. Apart from the amount of such municipal taxes and impositions including the multi-storied Building Tax, Urban Land Tax, if and when necessary in respect of the said building proportionate and/or the said unit wholly.
7. The Purchasers shall have right to mutate their names as owners of the said flat in the records of the Government or local authority and/or have the said flat Space separately numbered and assessed for taxes and the Vendors shall whenever have required by the Purchasers give therein or their consent or approval in writing for the purpose of such mutation and separate assessment.

8. The Purchasers shall have full and absolutely proprietary rights such as the Vendors derives from their title save and except that of demolishing or committing waste in respect of the property described in schedule in any manner so as to effect the Vendors or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.
9. The Purchasers shall have the right to transferred absolutely or by way of sell, lease or gift otherwise the whole of the said flat to others PROVIDED HOWEVER that in case of absolute transferred by sale or gift, and/or the transferee shall be bound to observe and perform by the Purchasers and the Purchasers herein shall ensure thereof.
10. The Purchasers undivided interest in the soil as morefully described in the First Schedule hereinabove written shall remain joint for all title with the Vendors or other Co-Purchaser/s, who may hereafter or hereto before have acquired right, title and interest in the land in said flat in the building at being declared that the interest in the soil is impartible.
10. The Purchaser has not raised any objection against commercial area of the said building and the Purchasers shall not store any inflammable and/or combustible articles in the said flat nor use the said building for any other purpose save and except said flat.
11. The Purchasers have not stored any rubbish or any other things in the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.
12. The Purchasers have not made any additions and alterations in the said flat whereby the main building may be damaged.
13. The Purchasers shall pay proportionate share for electric consumption in respect of the said building.
14. The Purchasers shall also pay her proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion.

THE FOURTH SCHEDULE AS ABOVE REFERRED TO

(Common Areas)

1. The entire land as described in the FIRST SCHEDULE hereinabove upon which the entire building is constructed and all assessment, rights and appurtenances belonging to the land and the building.
2. The foundation, columns, girders, beams, supports and main walls.
3. The electric meter room on the ground floor.
4. The passage for ingress and egress to and from the flat.
5. Such other limited common areas and facilities as may be provided for hereafter

THE FIFTH SCHEDULE AS ABOVE REFERRED TO

(Proportionate of Common Expenses)

ALL EXPENSES for the administration, maintenance, repairs and replacements of the limited common areas and facilities and all other sums assessed against the flat owners by the Association of Apartment or Flat-owners to be formed in future including Municipal taxes, Government Revenues not separately assessed and all other statutory and impositions on the property as a whole.

IN WITNESSES WHEREOF the parties have hereunto set and subscribed his respective hands and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in the presence of: -

Witnesses: -

1)

ON BEHALF OF THE LANDOWNERS NAMELY SMT BINDU DEVI, SRI ROHIT KUMAR, SRI VISHAP KAUSHIK, SRI KRISHANN KUMAR YADAV, ANOWARA KHATUN, SRI CHANDAN PRASAD, SMT VIJETA BHARTI, MR HASAN AHMED HABIBULLAH, SMT MASUMA PAVIN CHOWDHURY AND SMT TAIYEBA KHATUN AND THEIR CONSTITUTED ATTORNEYS ARE SRI SUSHANT MEHER, AND SRI VIKASH MADHOGARIA

SIGNATURE OF THE VENDORS

2)

SIGNATURE OF THE PURCHASERS

SIGNATURE OF THE DEVELOPER

Drafted by: -

MR. PRADIP KUMAR MONDAL
Advocate
High Court, Calcutta

MEMO OF CONSIDERATION

RECEIVED with thanks on and from the above named of "PURCHASERS" the sum of Rupees _____/- (Rupees _____) only the full and final consideration paid by the Purchasers to the developer as follows: -

<u>DATE</u>	<u>BANK</u>	<u>BRANCH</u>	<u>CHQ. NO</u>	<u>CASH</u>	<u>AMOUNT</u>
				TOTAL	

(Rupees _____) only

SIGNED SEALED AND DELIVERED

At Kolkata in the presence of: -

Witnesses: -

1)

SIGNATURE OF THE DEVELOPER

2)