DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this day of 2023 (Two Thousand Twenty Three).
BETWEEN
(1) FARIDA BEGUM (PAN:) (Aadhar No.), (2) SAHIDA BEGUM
(PAN:) (Aadhar No.) both daughters of Late S. Joha,
both by faith Muslim, by occupation Housewife, by Nationality Indian, both
residing at 75, Bosepukur Road, Post Office and Police Station - Kasba,
Kolkata-700042, Dist. South 24-Parganas, (3)SK.GOLAM MOHEUDDIN (PAN:
) (Aadhar No.) and (4)SK.GOLAM ROHIMUDDIN (PAN:
) (Aadhar No.) both sons of Late S. Joha, both by faith
Muslim, by occupation - Business, by Nationality Indian, both residing at 75,
Bosepukur Road, Post Office and Police Station -Kasba, Kolkata -
700042, Dist. South 24-Parganas, hereinafter jointly called and referred to as
the 'VENDORS" (which term or expression shall unless excluded by or
repugnant to the subject or context be deemed to mean and include their
respective heirs, successors, legal representatives, executors, administrators
and/or assigns) of the FIRST PART; duly represented by their
Constituted Attorney MR. MAHERDRA AGARWAL (PAN: ACXPA8553F)
(Aadhar No.732448076719) son of Late Banshidhar Agarwal, by faith Hindu, by
occupation Business, by Nationality Indian, residing at Angus, Goalapara, Post
Office and Police Station- Bhadreswar, District Hooghly, Pin -712221, by virtue of
a General Power of Attorney dated 1st day of February 2013, which was registered
in the Office of the Additional Registrar of Assurances-III, Kolkata and recorded in
Book No. IV ,"C.D. Volume No. 2, pages from 697 to 713, Being No. 732 for the
year 2013.
AND
MR by faith - Hindu, by occupation -
TARUSH MANAGEMENT PVT LTD

Director,

______, by Nationality - Indian, 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 his legal heirs, legal representatives, executors,
administrators and/or assigns) of the **SECOND PART**;

AND

TARUSH MANAGEMENT PRIVATE LIMITED (PAN: AABCT7382G), a Company incorporated under the Companies Act 1956, having its registered office at 23A, Netaji Subhas Road, 2nd Floor, Room No.12, Kolkata - 700001 represented by one of its Director MR. MAHENDRA AGARWAL (PAN: ACXPA8553F) (Aadhar No. 732448076719), son of Late Banshidhar Agarwal, by faith Hindu, by occupation Business, by Nationality Indian, residing at Angus, Goalapara, Post Office and Police station- Bhadreswar, District Hooghly, Pin - 712221, hereinafter called and referred to as the DEVRWPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, legal representatives, executors, administrators and/or assigns) of the THIRD PART;

WHEREAS Farida Begum, Sahida Begum, Sk. Golam Moheuddin, Sk. Golam Rohimuddin (the Owners herein) was seized and possessed of or was otherwise sufficiently entitled to ALL THAT piece arid parcel of land measuring 23 Cottahs 1 Chittak more or less comprised in R.S. Dag Nos. 1432 and 1433 of R.S. Khatian No. 789 at Mouza Kasba, J.L. No.13, under Touzi No. 145, being Premises No. 75, Bosepukur Road, Police Station Kasba, Kolkata — 700042, within the limits of the Kolkata Municipal Corporation Ward No. 91, S.R.O. Sealdah, District South 24-Parganas, fully described in the PIRST SCHEDULE hereunder written.

AND WHEREAS while enjoying, occupying and controlling the said land by exercising various acts Of possession over the same uninterruptedly, the said Farida Begum, Sahida Begum, Sk. Golam Moheuddin, Sk. Golam Rohimuddin (the Owners herein) TARUSH MANAGEMENT PVT. LTD.

M Director.

mutated their names in the records of The Kolkata Municipal Corporation in Ward No. 91, being Assessee No. 210910500648 and began to enjoy, occupy and possess the same uninterruptedly on payment of required rates and taxes thereof to the concerned authority regularly.

AND WHEREAS the said Owners became desirous of developing the said property constructing a building thereon consisting of several flats, shops and/or car parking space but due to paucity of fund and due to absence of necessary expenses in infrastructure and understanding in the matter could not pursue the matter on her own and decided to engage a Developer to develop the said property on their behalf.

AND WHEREAS accordingly by way of a registered Development Agreement dated 21st day of January, 2013, duly registered at Additional Registrar of Assurances Kolkata, recorded in Book No. 1 CD Volume No. 1, Pages from 11577 to 11613, Being No. 529, for the year 2013, the said Vendors herein entered into Agreement for Construction with Developer TARUSH MANAGEMENT PRIVATE LIMITED., a registered company, registered under Company Act, 1956, represented by its Director MR. MAHENDRA AGARWAL son of Late Banshidhar Agarwal, residing at Angus, Goalapara, Bhadreswawr, Hooghly-7 12221, for construction of Multi storied building on the said plot of land under certain terms and conditions well stated in the said Development Agreement dated 21st day of January, 2013.

AND WHEREAS in terms of the said Development Agreement dated 21st day of January, 2013, the Developer has got a sanctioned building plan from the K.M.C. authority vide building Permit No.2017100190 Dated 08.01.2018 for construction of Multi storied building, hereinafter referred to as the said building on the said plot of land.

AND WHEREAS in terms of the said Development Agreement dated 21st January, 2013, the Vendors herein executed a registered General Power of Attorney, TARUSH MANAGEMENT PVT. LTD.

M Director.

recorded in Book No. IV, CD Volume No. 2,Pages from 697 to 713, Deed No. 00732, for the year 2013, for smoothly construction of the said Multi storied building over the said landed property unto and in favour of the said Developer.

AND WHEREAS according to the said Development Agreement dated 21st January, 2013 and the said General Power of Attorney, and in accordance with the said sanctioned building plan of the K.M.C. authority the said Developer have already constructed completed the said Multi storied building consisting of several flats, shops and car parking space over the said landed property measuring 23 (twenty three) Cottahs 1 chittak more or less after demolishing the structure, R.S. Khatian No. 789 at R.S. Dag Nos. 1432 and, 1433 of J.L. No.13, under Touzi No.145, being Premisee No. 75, BoSepukur Road, Police Station Kasba, Kolkata — 700042, within the limits of the Kolkata Municipal Corporation Ward No. 91, S.R.O. Sealdah, District South 24-Parganas.

AND WHEREAS in terms of the said Development Agreement dated 21st January, 2013, the said Owners got their share of the Multi storied building as Owner's Allocation and the Developer got his share of remaining portion i.e. remaining flat/flats, unit/units, spaces, shop room, garage in the said building including the undivided proportionate share of land attributable thereto together with other common facilities and amenities ae Developer's Allocation.

AND WHEREAS now the Developer herein intends to sell, out of its own
allocation, one self-contained residential flat being Noon theFloo
() side measuring an area of square feet super built up area
consisting of 2 (two)/ 3 (three) bed rooms, 1 (one) drawing-cum-dining and
kitchen, 2 (two) / 3 (three) bath and privy of the said Multi storied building

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together with undivided proportionate share of land measuring 23 (twenty-three) Cottahs 1 Chitak more or less, comprised in R.S. Dag Nos. 1432 and 1433 of R.S. Khatian No. 789 at Mouza Kasba, J.L. No.13, under Touzi No. 145, being Premises No. 75, Bosepukur Road, Police Station Kasba, Kolkata - 700042, within the limits of the Kolkata Municipal Corporation Ward No. 91, A.D.S.R. Sealdah, District South 24-Pargana9 and the Purchaser of these presents intend to purchase the name provided it is found to be free from all encumbrances, charges and demands etc. of whatsoever nature.

AND WHEREAS the Purchaser have taken thorough inspection of all papers and documents referred to hereinabove and have made necessary searches and after having been fully satisfied about the right title and interest of the Vendors as well as the Developer and after having been satisfied in all respects, the Purchaser have decided to purchase and/or acquire from the Developer out of Developer's Allocation ALL THAT piece and parcel of one self-contained residential Flat being No. ____on the___Floor (_____) side measuring an area of _____ square feet super built up area consisting of 2 (two) bed rooms, 1 (one) drawing-cum-dining and kitchen, 2 (two) / 3 (three) bath and privy of the said Multi storied building together with undivided proportionate share of land measuring 23 (twenty-three) Cottahs 1 Chitak more or less, comprised in R.S. Dag Nos. 1432 and 1433 of R.S. Khatian No. 789 at Mouza Kasba, J.L. No.13, under Touzi No. 145, being Premises No. 75, Bosepukur Road, Police Station Kasba, Kolkata — 700042, within the limits of the Kolkata Municipal Corporation Ward No. 91, A.D.S.R. Sealdah, District South 24- Parganas, hereinafter referred to as the 'said Flat", more fully and particularly described in the SECOND SCHEDULE, which is free from all encumbrances, liens, charges whatsoever.

AND WHEREAS the Developer herein with the consent of the Owners/ Vendors herein have agreed to sell, transfer, convey, assign and assure and the Purchaser herein has agreed to purchase the same with the said Developer ALL THAT piece TARUSH MANAGEMENT PVT. LTD.

and parcel of one self-contained residential Flat being No on the Floor
side measuring an area square feet super built up area
consisting of 2 (two) / 3 (three) bed rooms, 1 (one) drawing-cum-dining
and kitchen, 2 (two) / 3 (three) bath and privy of the said Multi storied
building together with undivided proportionate share of land measuring 23
(twenty three) Cottahs 1 Chittak more or less, comprised in R.S. Dag Nos.
1432 arid 1433 of R.S. Khatian No. 789 at Mouza Kasba, J.L. No.13, under
Toiizi No. 145, being Premises No. 75, Bosepukur Road, Police Station Kasba,
Kolkata — 700042, within the limits of the Kolkata Municipal Corporation Ward
No. 91, A.D.S.R. Sealdah, District South 24-Parganas, TOGETHER WITH
undivided, variable, impartible, proportionate share in the land beneath the
SAID BUILDING attributable to the 'said flat', more fully and particularly
described in the SECOND SCHEDULE hereunder written and forever free
from all encumbrances and liabilities at or for the total Consideration of Sum of
Rs(Rupees
only;
NOW THIS INDENTURE WITNESSETH as follows:
In pursuance of the said Agreement and in consideration of the said sum of Rs.
In pursuance of the said Agreement and in consideration of the said sum of Rs. (Rupees
In pursuance of the said Agreement and in consideration of the said sum of Rs.
In pursuance of the said Agreement and in consideration of the said sum of Rs. (Rupees
In pursuance of the said Agreement and in consideration of the said sum of Rs.
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TARUSH MANAGEMENT PVT. LTD.

and kitchen, 2 (two) / 3 (three) bath and privy of the said Multi storied building together with undivided proportionate share of land measuring 23 (twenty three) Cottahs 1 Chitak more or less, comprised in R.S. Dag Nos. 1432 arid 1433 of R.S. Khatian No. 789 at Mouza Kasba, J.L. No.13, under Toiizi No. 145, being Premises No. 75, Bosepukur Road, Police Station Kasba, Kolkata — 700042, within the limits of the Kolkata Municipal Corporation Ward No. 91, A.D.S.R. Sealdah, District South 24-Parganas, hereby conveyed together with all rights, benefits in respect of the common parts, portion, common amenities and common conveniences relating thereto, more fully and particularly mentioned and described in the Third Schedule hereunder written for the purpose of beneficial use and enjoyment of the same and TOGETHER WITH all easement, quasi easements, rights, privileges, more fully and particularly mentioned in the Fourth Schedule hereunder written and also the Purchaser agrees to comply with the terms and conditions and stipulations more fully and particularly mentioned in the Fifth Schedule hereunder written together with the perpetual and irrevocable right to use the common passage, paths and other common portion of the said building along with the other owners of the other Flats OR HOWSOEVER OTHERWISE the said flat or any part or portion thereof now is or are or at any time heretofore were or was situated, butted and bounded, reputed, called, known, numbered, described or distinguished TOGETHER WITH all and singular the walls, yards, ways, compounds, paths, privileges, advantages, rights and appendages and appurtenances, whatsoever to the said Flats/Units belong to or otherwise appertaining thereto or with same or any part or portion thereof now are at any time heretofore usually held, used, occupied or enjoyed or réputed therewith or know as part or parcel or member or

members thereof to be appertaining thereto AND ALSO the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof and every part or portion thereof TOGETHER WITH all deeds, documents, writings and other evidence of title relating to the said flat or any part or portion thereof AND all the estates rights, title, interest use, inheritance, property, possession, benefits, claims and demands whatsoever, both at law and in equity of the Developer and Vendors into or upon the said flat and every part or portion thereof TO HAVE AND TO HOLD the said flat and the said undivided proportionate impartible share or interest in the land underneath the building and all and singular the said flat hereby sold, conveyed, transferred, assured and assigns, expressed or intended so to be TOGETHER WITH all appurtenances and rights as aforesaid unto the Purchaser and other rights, members and appurtenances unto and of the use and benefits of the Purchaser free from all encumbrances, charges claims, demands and attachments whatsoever absolute and forever SUBJECT NEVERTHELESS to the payment by the Purchaser of his proportionate share of all taxes, other outgoings, easements, ratee and dues now chargeable upon the same or which may hereafter become payable in respect thereof to the Government, Municipality, statutory body or bodies AND the Vendors and the Developer doth hereby covenant with the Purchaser that NOTWITHSTANDING any act, deed, thing and matter done whatsoever by him, the Vendors or the Developer or any person or persons lawfully or equitably claiming by, from, through, under or in trust for him made, done, committed or omitted or knowingly suffered to the contrary, the Developer is now lawfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said flat hereby sold, transferred and TARUSH MANAGEMENT PVT. LTD.

M Director.

conveyed, assigned and assured and expressed so to be and every part or portion thereof for a perfect and indefensible estate or inheritance thereof without any manner of conditions, use, trust or alter, defeat, encumber or make void the same ALL THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the Developer now has in himself good right, full ownership arid lawful and absolute authority to sell, convey, transfer, assign and assure the said Flat hereby sold, conveyed, transferred, assigned and assured and expressed so to be unto and to the use of the Purchaser with all other Owners and/or occupiers absolutely in the manner as aforesaid free from all encumbrances and liabilities whatsoever and the proportionate impartible undivided share in the land underneath the building corresponding to the said Flat hereby conveyed and assured and intended so to be unto and to the use of the Purchaser AND it shall be lawful for the Purchaser from time to time and at all material times hereafter peaceably and quietly hold possess to enter upon and enjoy the said flat described in the Second Schedule hereunder written to and for his own use and benefit and receive the rents, issues and profits thereof without any suit, lawful eviction, interruption, claims and demands whatsoever for or by the Developer/ Confirming Party or by any person or persons lawfully and equitably claiming under or in trust for the Developer AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and discharged from or by the developer or his predecessors-in-interest as well as sufficiently saved, defended and kept harmless and indemnified of from and against all and all manners of former or other estates, rights, titles, interest liens, charges and encumbrances whatsoever created, made excluded, done, occasioned or suffered by the Developer or any of his TARUSH MANAGEMENT PVT. LTD.



predecessors-in-, title or any person or persons lawfully, equitably or rightfully claiming by, from or in trust for the Developer and that the undivided proportionate interest in the land shall remain jointly for all the times with the Vendors and/ or other occupiers and co-owners who may hereafter or hereto before acquire have acquired right, title and interest in the land and in any flat in the said building, it being hereby declared the interest in the said land is impartible AND THAT the Purchaser shall have no claim or right of any nature in other floor, spaces, flat space and areas in the said building and/or the said property nor any right to make any structural change or alteration nor to alter, modify the situation or (location of the toilet, doors, windows and grill etc.) AND THAT the Purchaser or her agents and/or servants shall not in any way obstruct or cause to be obstructed the common passage, landing areas, staircase, roof therein nor store therein any rubbish or other materials, goods or furniture nor shall do or cause to be do be or allow any act, deed, matter or thing whereby the use and enjoyment of the common parts, the common amenities and common conveniences of the said building/property be in any way prejudicially affected or vitiated AND THAT the Purchaser shall be liable to make payment in respect of the proportionate share of maintenance charges, Municipal taxes and other outgoings AND FURTHER the Purchaser shall not have any right in respect of all other common areas, ultimate roof right in respect of the said building save and except the right of free ingress and egress from the common lobby of the premises on the ground floor AND THAT the Purchaser shall maintain at her own costs the flat in the same good condition state and order in which the same is delivered to them and shall abide by all laws, by-laws/srules Acequitations of the Government Statutory

Body or Bodies etc. and shall attend, answer and be responsible for all deviations, violations, and breach of any of the conditions or laws or rules and regulations and shall observe and perform all the terms and conditions herein contained and shall not make any structural addition or alteration in the building and further agrees to become the members of the association to be formed by all the flat owners of the said building.

THE FIRST SCHEDULE REFERRED TO (THE SAID LAND)

ALL THAT piece and parcel of land measuring 23 Cottahs 1 Chitak more or less with Multi storied building standing thereon lying and situated at Mouza - Kasba, J.L. No. 13, Touzi No. 145, R.S. Dag No. 1432 and 1433 of R.S. Khatian No. 789, being premises No.75, Bosepukur Road, Police Station — Kasba, Kolkata — 700042, A.D.S.R. Sealdah, within the limits of the Kolkata Municipal Corporation, Ward No. 91, Dist South 24-Parganas, and butted and bounded in the following manner: -

ON THE NORTH By 16 feet wide KMC Road.

ON THE SOUTH By 12 feet wide KMC Road.

ON THE EAST By property of Debasis Das.

ON THE WEST By premises No. 74,

Bosepukur Road.

THE SECOND SCHEDULE ABOVE REFERRED TO: (THE SAID FLAT)

TARUSH MANAGEMENT PVT. LTD.

_____measuring an area more or less _____Square feet super built up area on the_____Floor,_side, consisting of 2 (two) / 3 (three) bed rooms, 1 (one) drawing-cum-dining room and open kitchen, 2 (two) / 3 (three) bath and privy of the said Multi storied building known as "TARUSH ENCLAVE" lying and situated at Premises No. 75, Bosepukur Road, Police Station — Kasba, Kolkata - 700042, A.D.S.R. Sealdah, within the limits of the Kolkata Municipal Corporation, Ward No. 91, Dist South 24-Parganas, together with all user and easement rights, benefits, facilities, amenities attached therein and thereto. The said flat has been demarcated in 'RED' border lines in the maps attached herewith.

THE THIRED SCHEDULE ABOVE REFERRED TO (COMMON PORTIONS AND FACILITIES)

- The foundation, columns, beams and supports.
- Corridors, lobbies, stairs, stairways and landing.
- 3. Entrance Lobby.
- Drains and sewers from the building to the main Municipal duct.
- Water sewerage and drainage connection pipes for the units/flats apartments to drain and sewers common to new buildings at the premises.
- 6. Overhead water tank and ultimate roof right, meter room underground reservoir.

m Director.

- Electrical Wirings and Other fittings.
 - 8. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the land and the roof as are necessary for passage o and/ or user of the units in common by the Co-owners. Etc: Drains, Sewers and pipes, evaluation pipes.
 - 9. Generator and Lift.
 - 10. Intercom and Securities

THE FOURTH SCHEDULE ABOVE REFERRED TO (COMMON EXPENSES)

- The expenses for maintenance, operating, white washing, painting, repairing, changing or replacing or shifting, redecorating, cleaning and lighting all the common portions, common bath rooms, the outer walls of the building, parking spaces, boundary walls, stair case, main gate and all other spaces for common use.
- The expenses for maintenance, cleaning, changing replacing and/or shifting all types of pipes connections and other services under the building to be used for common purposes.
- The expenses for supplying, providing purchasing, maintaining, renewing, replacing, repairing and keeping in good and TARUSH MANAGEMENT PVT. LTD.

serviceable order and condition all appurtenances fixtures and fittings, bins, receptacles, tools, appliances, materials and other things which the Association may deem desirable or necessary for the maintenance upkeep or cleanliness of the building.

- The cost of periodically inspecting, servicing, maintaining etc.
 electrical and mechanical equipments and other apparatus,
 plants and machinery in the building.
- 5. The cost of supply of electricity, oil and/or fuels for all purposes in connection with the common parts and the provisions of services referred to herein. The cost of employing such staff as darwans, sweepers and other staffs on pay roll or on contract basis as the Golam Rohimuddin
- Association may in its absolute discretion deem necessary for the performance of the duties and services in and about the building.
- The cost of maintaining corridors, common lights and its electricity consumption charges.
- 8. All rates, charges, assessments, impositions and other outgoings payable by the Association in respect of all parts of the building not exclusively or ordinarily occupied by the Purchaser or any person claiming through including residential accommodation for caretakers, engineers and other staff employed in connection with the building and any water rates and taxes paid by the Association in respect of the said building.

- Proportionate share of Insurance premium for insuring the Building.
- 10. All litigation expenses for the common purposes and relating to the common use and enjoyment to the common portions.

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 & DELIVERED

In the presence of:

WITNESSES:

1.

As constituted attorney of Farida Begum, Sahida Begum, Sk. Golam Moheuddin, Sk. Golam Rohimuddin SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER

MEMO

RECEIVED OF AND FROM WITHIN MENTIONED Purchaser a sum of Rs. ______

TARUSH MANAGEMENT PVT. LTD.

(Rupe consideration more	es ney as per MEMO belo) only as	the total
	1	МЕМО		
Date	Cheque / Cash	Bank	Amount (Rs.)
		5		
TOTAL				
(Rupees		only)		
WITNESSES:				
1.				
2.				
DEVELOPER		TARUSH MANAGEM	SIGNATURE LENT PVT. LTD.	OF THE
		5	Director.	

TARUSH MANAGEMENT BYT, LTD