

DEED OF CONVEYANCE

1. **Date :**2. **Place : Kolkata**3. **Parties :**

3.1 **KHATEMOON NECHHA BIBI [PAN NO. CHFPB9987F], [AADHAAR NO.], [MOBILE NO.],** daughter of Late Hazi Aser Ali Mondal and wife of Md. Omar Ali Mondal by faith - Islam, by occupation - House wife, by nationality - Indian, residing at 280, Kaikhali, Sardar Para, P.O. & P.S. Airport, Kolkata - 700 052, District North 24 Parganas, West Bengal.

3.1.1 **MOZAFFAR MONDAL [PAN NO. AQHPM1048H], [AADHAAR NO.], [MOBILE NO.],** son of Late Omar Ali Mondal & Khatemunnechha Bibi, by faith - Islam, by occupation - Business, by nationality - Indian, residing at 280, Kaikhali, Sardar Para, P.O. & P.S. Airport, Kolkata - 700 052, District North 24 Parganas, West Bengal.

3.1.2 **FIROJ MONDAL [PAN NO. AJVPM5438J], [AADHAAR NO.], [MOBILE NO.],** son of Late Omar Ali Mondal & Khatemunnechha Bibi, by faith - Islam, by occupation - Business, by nationality - Indian, residing at 280, Kaikhali, Sardar Para, P.O. & P.S. Airport, Kolkata - 700 052, District North 24 Parganas, West Bengal.

3.1.3 **KHOKAN MONDAL [PAN NO. ALJPM9287C], [AADHAAR NO.], [MOBILE NO.],** son of Late Omar Ali Mondal & Khatemunnechha Bibi, by faith - Islam, by occupation - Business, by nationality - Indian, residing at 280, Kaikhali, Sardar Para, P.O. & P.S. Airport, Kolkata - 700 052, District North 24 Parganas, West Bengal.

3.1.4 **MINTU MONDAL [PAN NO. BAPPM4813D], [AADHAAR NO.], [MOBILE NO.],** son of Late Omar Ali Mondal & Khatemunnechha Bibi, by faith - Islam, by occupation - Business, by nationality - Indian, residing at 280, Kaikhali, Sardar Para, P.O. & P.S. Airport, Kolkata - 700 052, District North 24 Parganas, West Bengal.

3.1.5 **BABLU MONDAL [PAN NO. AIUPM9423B], [AADHAAR NO.], [MOBILE NO.],** son of Late Omar Ali Mondal & Khatemunnechha Bibi, by faith - Islam, by occupation - Business, by nationality - Indian, residing at 280, Kaikhali, Sardar Para, P.O. & P.S. Airport, Kolkata - 700 052, District North 24 Parganas, West Bengal.

3.1.6 **TUTU MONDAL [PAN NO. ALJPM9255G], [AADHAAR NO.], [MOBILE NO.],** son of Late Omar Ali Mondal & Khatemunnechha Bibi, by faith - Islam, by occupation - Business, by nationality - Indian, residing

M/S AIRLIFT DEVELOPERS

Stc. Sarower
Partner

at 280, Kaikhali, Sardar Para, P.O. & P.S. Airport, Kolkata - 700 052, District North 24 Parganas, West Bengal.

AND

3.1.7 MD. RAZA [PAN NO.], [AADHAAR NO.], [MOBILE NO.], son of Late Md. Jabbar, by faith - Islam, by occupation - Business, by nationality - Indian, residing at Atghara, Purba Para, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700 136, District North 24 Parganas, West Bengal.

The said landowners duly represented by their Constituted Attorney, **AIRLIPT DEVELOPERS** [PAN : AADCS5138F], a Partnership Firm, having its office address Atghara, Tarafderpara, Rajarhat New Town, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700136, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **MOZAMMEL TARAFDER** [PAN : ABUPT7159E], [AADHAAR NO. 391382035034] & [MOBILE NO. 9830162673], son of Late Haji Jakir Ali Tarafder @ Late Jalor Ali Hajee Tarafder, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Atghara, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700136, District North 24 Parganas, West Bengal & (2) **SEKH SANOWAR** [PAN NO. DAPPS5287F], [AADHAAR NO.] & [MOBILE NO.], son of Sekh Lalmya, by faith - Islam, by occupation - Business, by nationality - Indian, residing at Atghara, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700 136, District North 24 Parganas, West Bengal, by the executing a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 29.09.2022, registered in the office of the A.D.S.R. Bidhannagar, and recorded in Book No. I, Volume No. 1504-2022, Pagesto, being Deed No. for the year 2022.

Hereinafter jointly called and referred to as the "**LANDOWNERS/VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

3.2 [PAN.] [AADHAAR NO.] [MOBILE NO.], son/daughter/wife of, by faith -, by occupation -, by nationality - Indian, residing at, P.O., P.S., Pin :, District, West Bengal.

Hereinafter called and referred to as the "**PURCHASER**" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

M/S AIRLIPT DEVELOPERS
Sic. Sanowar
Partner

- 3.2 **AIRLIFT DEVELOPERS [PAN : AADCS5138F]**, a Partnership Firm, having its office address Atghara, Rajarhat New Town, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700136, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **MOZAMMEL TARAFDER [PAN : ABUPT7159E], [AADHAAR NO. 391382035034] & [MOBILE NO. 9830162673]**, son of Late Haji Jakir Ali Tarafdar @ Late Jakir Ali Hajee Tarafder, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Atghara, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700136, District North 24 Parganas, West Bengal & (2) **SEKH SANOWAR [PAN NO. DAPPS5287F], [AADHAAR NO.....] & [MOBILE NO.]**, son of Sekh Lalmya, by faith - Islam, by occupation - Business, by nationality - Indian, residing at Atghara, Tarafderpara, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700 136, District North 24 Parganas, West Bengal,

Hereinafter called and referred to as the "**DEVELOPER/CONFIRMING PARTY**" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representatives and assigna) of the **THIRD PART**.

Landowners/Vendors, Purchaser and the Developer/Confirming Party collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance :**
- 4.1 **Transfer of Said Flat & Appurtenances :**
- 4.1.1 **Said Flat/Said Property : ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '....'**, on the **Floor**, **Side**, measuring (.....) **Square Feet be the same a little more or less of super built up area**, lying and situate in the building complex namely "**DIVINE PALACE**", situate at Holding No. (under Bidhannagar Municipal Corporation), Sardarpara, P.S. (formerly Rajarhat), Kolkata - 700052], District North 24 Parganas, West Bengal, morefully described in the Second Schedule hereunder written, lying and situate on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided share of land, common areas, common amenities and common facilities of the said property, lying in the said building [**SOLD PROPERTY/SAID PROPERTY**].
5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :**
- 5.1 **Representations and Warranties Regarding Title :** The Landowner/Vendor and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchaser regarding title.

M/S AIRLIFT DEVELOPERS
 Sic Sanowar
 Partner

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF LANDOWNERS HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

5.1.1.1 **Absolute joint Ownership of (1) Khatemone Necha Bibi, (2) Md. Mozaffar Mondal, (3) Firoj Mondal (4) Khokhan Mondal, (5) Mintu Mondal, (6) Bablu Mondal, (7) Tutu Mondal & (8) Md. Raza :** One (1) Khatemone Necha Bibi, (2) Md. Mozaffar Mondal, (3) Firoj Mondal (4) Khokhan Mondal, (5) Mintu Mondal, (6) Bablu Mondal, (7) Tutu Mondal & (8) Md. Raza, Landowners herein, have jointly owned, seized and possessed as per their respective shares ALL THAT piece and parcel of a plot of land measuring **57 (Fifty Seven) Decimals more or less**, out of which 43 (Forty Three) Decimals of land classified as Danga but used as Homestead, which includes a G+4 dwelling house, each floor measuring 1400 (One Thousand Four Hundred) sqft. more or less, comprised in R.S./L.R. Dag No. 366 under L.R. Khatian Nos. 1972, 2502, 2681, 3151, 3162, 2167, 2168, 325, 1412, 1413, 1414, 1415, 1416, 1968, 1969, 1970, 1971, 1973, 1974 & **2230 AND 14 (Fouteen) Decimals more or less**, of land classified as Danga but used as Homestead, each floor measuring 1400 (One Thousand Four Hundred) sqft. more or less, comprised in R.S./L.R. Dag No. 369 under L.R. Khatian Nos. 1972, 2502, 2681, 3151, 3162, 2167, 2168, 1412, 1413, 1414, 1415, 1416, 1636, 1968, 1969, 1973 & 1974, in Mouza - Kaikhali, J.L. No. 05, within the Ward No. 06 of Bidhannagar Municipal Corporation, District North 24 Parganas, Kolkata - 700052 AND TOGETHER WITH its' all easement rights.

5.1.1.2 **L.R. Records :** After having the absolute joint ownership of the aforesaid property, the said Khatemone Necha Bibi duly recorded her name in the record of the L.R. Settlement, under L.R. Khatian Nos. 1972, 2505 & 3278 in respect of her share in the R.S/L.R. Dag No. 366 comprising land area measuring 15.90 decimals more or less and in R.S/L.R. Dag No. 369 comprising land area measuring 5.20 decimals more or less.

The said Md.Muzaffar Mondal duly recorded his name in the record of the L.R. Settlement, under L.R. Khatian No. 3268 in respect of her share in the R.S/L.R. Dag No. 366 comprising land area measuring 02.14 decimals more or less and in R.S/L.R. Dag No. 369 comprising land area measuring 01.18 decimals more or less.

The said Firoj Mondal duly recorded his name in the record of the L.R. Settlement, under L.R. Khatian Nos. 3267 & 3277 in respect of her share in the R.S/L.R. Dag No. 366 comprising land area measuring 02.14 decimals more or less and in R.S/L.R. Dag No. 369 comprising land area measuring 01.18 decimals more or less.

The said Khokhan Mondal duly recorded his name in the record of the L.R. Settlement, under L.R. Khatian No. 3285 in respect of her share in the R.S/L.R. Dag No. 366 comprising land area measuring 00.19 decimals more or less and in R.S/L.R. Dag No. 369 comprising land area measuring 00.047 decimals more or less.

The said Mintu Mondal duly recorded his name in the record of the L.R. Settlement, under L.R. Khatian No. 2681 in respect of her share in the R.S/L.R. Dag No. 366 comprising land area measuring 02.66 decimals more or less and in R.S/L.R. Dag No. 369 comprising land area measuring 00.66 decimals more or less.

The said Tutu Mondal duly recorded his name in the record of the L.R. Settlement, under L.R. Khatian Nos. 2167, 3151,3162 & 3258 in respect of her share in the R.S/L.R. Dag No. 366 comprising land area measuring 12.75 decimals more or less and in R.S/L.R. Dag No. 369 comprising land area measuring 03.42 decimals more or less.

The said Md. Raza duly recorded his name in the record of the L.R. Settlement, under L.R. Khatian No. 2168 in respect of her share in the R.S/L.R. Dag No. 366 comprising land area measuring 07.78 decimals more or less and in R.S/L.R. Dag No. 369 comprising land area measuring 02.32 decimals more or less.

- 5.1.1.3 **Conversion** : That the Landowners have duly converted their entire land measuring about 57 decimals comprised in the R.S./L.R Dag Nos. 366 & 369 to Bastu and have been possessing the joint free from all encumbrances, changes, liens, lispendens, claim and/or demands whatsoever.
- 5.1.1.7 **Record before Rajarhat Gopalpur Municipality** : While in absolute possession and absolute ownership over the aforesaid property, the said also duly recorded and mutated name in the record of the concerned Rajarhat Gopalpur Municipality, having Holding No., Block-....., in Ward No. 06.
- 5.1.1.8 **Municipal Record** : After formation of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), the said duly recorded and mutated name in the record of the concerned Bidhannagar Municipal Corporation, having Holding No....., in Ward No. 06, having Assessee No., in the District North 24 Parganas.
- 5.1.1.9 **Sanction of Building Plan** : The said (1) Khatemone Necha Bibi, (2) Md. Mozaffar Mondal, (3) Firoj Mondal (4) Khokhan Mondal, (5) Mintu Mondal, (6) Bablu Mondal, (7) Tutu Mondal & (8) Md. Raza, Landowners herein, duly sanctioned a building plan from the concerned Bidhannagar Municipal Corporation, vide Sanctioned Building Plan No. Sl. No. dated, on the said plot.
- 5.1.2 **REGISTERED DEVELOPMENT AGREEMENT AND REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :**
- 5.1.2.1 **Registered Development Agreement** : The said (1) Khatemone Necha Bibi, (2) Md. Mozaffar Mondal, (3) Firoj Mondal (4) Khokhan Mondal, (5) Mintu Mondal, (6) Bablu Mondal, (7) Tutu Mondal & (8) Md. Raza, Landowners herein, entered into a Registered Development Agreement on 29.09.2022 with one Airlift Developers,

Developer herein, in respect of the aforesaid land and which is morefully described in the First Schedule hereunder written, which was registered on 29.09.2022, registered in the office of the A.D.S.R. Bidhannagar and recorded in Book No. I, Volume No. 1504-2022, Pages 182199 to 182266, being Deed No. 150404399 for the year 2022.

5.1.2.2 **Registered Development Power of Attorney After Registered Development Agreement** : On the basis of the said Registered Development Agreement, the said (1) Khatemooon Necha Bibi, (2) Md. Mozaffar Mondal, (3) Firoj Mondal (4) Khokhan Mondal, (5) Mintu Mondal, (6) Bablu Mondal, (7) Tutu Mondal & (8) Md. Raza, Landowners herein also executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said landowners duly appointing the said (1) Mozammel Tarafder & (2) Sekh Sanowar, Partners of Airlift Developers, Developer herein, as their constituted attorneys, with power to sale, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement was registered on, registered in the office of the A.D.S.R. Bidhannagar and recorded in Book No. I, Volume No. 1504-2022, Pages to, being Deed No. 1504..... for the year 2022.

5.1.3 **CONSTRUCTION OF BUILDING NAMEDLY "DIVINE PALACE" :**

5.1.3.1 **Construction of Building** : On the basis of the aforesaid sanctioned plan (as described hereinabove), the said Airlift Developers, Developer herein, constructed and completed the said building under the name of **"DIVINE PALACE"** on the said plot of land and which is morefully described in the First Schedule hereunder written.

5.1.4 **DESIRE OF PURCHASE & ACCEPTANCE AND SALE CONSIDERATION OF FLAT & COVERED CAR PARKING SPACE :**

5.1.4.1 **Desire of Purchaser for purchasing a Flat from the Developer herein through Developer's Allocation** : The Purchaser herein perused and inspected Title Deeds, Building Sanctioned Plan, Registered Development Agreement, and Registered Development Power of Attorney After Registered Development Agreement, and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself in regards thereto and approached to the said Airlift Developers, Developer/Confirming Party 1 herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '...'**, on the **Floor, Side**, measuring (**.....**) **Square Feet be the same a little more or less of super built up area**, lying and situate in the said building complex namely **"DIVINE PALACE"**, situate at Holding No. (under Bidhannagar Municipal Corporation),, P.S. (formerly Rajarhat), Kolkata - 700052], District North 24 Parganas, West Bengal, morefully described in the Second Schedule hereunder written, lying and situate on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of

land, common areas, common amenities and common facilities of the said flat & car parking space, lying in the said building, from Developer's Allocation **[Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY]**.

5.1.4.2 **Acceptance by Developer** : The said Airlift Developers, Developer/Confirming Party herein, accepted the aforesaid proposal of the Purchaser herein and agreed to sell the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.4.3 **Consideration** : The total sale consideration of the **SAID FLAT** is **Rs..... (Rupees)** **only** and subsequently the Purchaser herein already paid the same to the said Airlift Developers, Developer/Confirming Party herein as per memo attached herewith.

5.1.5 **LAND SHARE & SHARE IN COMMON PORTIONS :**

5.1.5.1 **Land Share** : Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat & Covered Car Parking Space morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bear to the total super built-up area of the Said Building.

5.1.5.2 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bear to the total super built-up area of the Said Building.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES** : The Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

6.1 **No Acquisition/Requisition** : The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building is lying and declares that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

6.1.1 **No Encumbrance** : The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement,

whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

- 6.1.2 **Right, Power and Authority to Sell** : The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchaser herein.
- 6.1.3 **No Dues** : No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowners/Vendors and Developer/Confirming Party herein.
- 6.1.4 **No Mortgage** : No mortgage or charge has been created by the Landowners/Vendors and Developer/Confirming Party in respect of the Said Flat or any part thereof.
- 6.1.5 **No Personal Guarantee** : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.6 **No Bar by Court Order or Statutory Authority** : There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat any part thereof.

7. **BASIC UNDERSTANDING** :

- 7.1 **Agreement to Sell and Purchase** : The Purchaser herein has approached to the Developer/Confirming Party and Landowners/Vendors herein and offered to purchase the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, from them and the Purchaser based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), has agreed to purchase the Said Flat from the Landowners/Vendors and Developer/Confirming Party herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat/said property on

8. **TRANSFER** :

- 8.1 **Hereby Made** : The Landowners/Vendors and Developer/Confirming Party hereby sell, convey and transfer the Purchaser the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building, described and referred in the Part-II of the Third Schedule hereinafter written.

8.1.1 **Consideration** : The aforesaid transfer is being made in consideration of a sum of **Rs.....** **(Rupees****) only** paid by the Purchaser to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admits and acknowledges.

9. **TERMS OF TRANSFER :**

9.1 **Salient Terms** : The transfer being effected by this Conveyance is :

9.1.1 **Sale** : A sale within the meaning of the Transfer of Property Act, 1882.

9.1.2 **Absolute** : Absolute, irreversible and perpetual.

9.1.3 **Free from Encumbrances** : Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

9.2 **Subject to** : The transfer being effected by this Conveyance is subject to :

9.2.1 **Indemnification** : Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at cost of the Purchaser, forthwith take all necessary steps to remove and/or rectify.

9.2.2 **Transfer of Property Act** : All obligations and duties of Landowners/Vendors and Purchaser and the Developer/Confirming Party as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

9.2.3 **Delivery of Possession** : Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchaser, which the Purchaser admits, acknowledges and accepts.

9.2.4 **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoing and levies of or on the Said Flat & Covered Car Parking Space relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

- 9.2.5 **Holding Possession** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchaser and her heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from them.
- 9.2.6 **No Objection to Mutation** : The Landowners/Vendors and Developer/Confirming Party declare that the Purchaser can fully be entitled to mutate her name in the record of the concerned Bidhannagar Municipal Corporation and/or any other respective authority/authorities and to pay tax or taxes and all other impositions in her own name. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchaser in all respect to cause mutation of the Said Flat in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 9.2.7 **Further Acts** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that they or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchaser and/or her successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Plot of Land & Premises]

ALL THAT piece and parcel of Bastu land measuring **57 (Fifty Seven) Decimals more or less**, out of which 43 (Forty Three) Decimals of land classified as Danga but used as Homestead, which includes a G+4 dwelling house, each floor measuring 1400 (One Thousand Four Hundred) sqft. more or less, comprised in R.S./L.R. Dag No. 366 under L.R. Khatian Nos. 1972, 2502, 2681, 3151, 3162, 2167, 2168, 325, 1412, 1413, 1414, 1415, 1416, 1968, 1969, 1970, 1971, 1973, 1974 & 2230 **AND 14 (Fouteen) Decimals more or less**, of land classified as Danga but used as Homestead, each floor measuring 1400 (One Thousand Four Hundred) sqft. more or less, comprised in R.S./L.R. Dag No. 369 under L.R. Khatian Nos. 1972, 2502, 2681, 3151, 3162, 2167, 2168, 1412, 1413, 1414, 1415, 1416, 1636, 1968, 1969, 1973 & 1974, at Mouza - Kaikhali, J.L. No. 05, Locality - Sardarpara, within the Ward No. 06 of Bidhannagar Municipal Corporation, Kolkata - 700052, District North 24 Parganas, in the State of West Bengal. The said plot of land is butted & bounded as follows :-

ON THE NORTH : 08 ft. Wide Private Passage.
ON THE SOUTH : R.S./L.R Dag No. 370.
ON THE EAST : R.S./L.R Dag Nos. 372 & 368.
ON THE WEST : 30 ft. Wide Municipal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
[Sold Property/Said Property]

[Description of Said Flat]

ALL THAT piece and parcel of one independent Tiles flooring residential flat, being ‘.....’, on the **Floor**, **Side**, measuring (.....) **Square Feet be the same a little more or less of super built up area**, consisting Bed Rooms, Living-cum-Dining, Kitchen, Toilets & Balconies, lying and situate in the said building namely “**DIVINE PALACE**”, situate at Holding No. (under Bidhannagar Municipal Corporation), Sardarpara, P.S. (formerly Rajarhat), Kolkata - 700052], District North 24 Parganas, West Bengal, lying and situate on the said plot of land, which is morefully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, lying in the said building. A Floor Plan of said flat is enclosed herewith and the same is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartiable share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoir/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters. Lights and fittings in the common area and spaces.
- :: Ultimate Roof of the building.
- :: Water pump/s, water pipe line and motor/s.

- :: Boundary walls and main gates of the Said Building.
- :: Right of common passage in common portion, installation of T.V. Antena, A.C. Outdoor units etc.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

THE FIFTH SCHEDULE ABOVE REFERRED TO
[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.
3. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.
4. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
5. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building].
6. Insurance : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
7. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building.
8. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies and taxes in respect of the said building save those separately assessed on the buyer/s.
9. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building.

THE SIXTH SCHEDULE ABOVE REFERRED TO
[Rights and obligations of the purchaser]

Absolute User Right :

The purchaser shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat of the building complex :

The common areas and amenities as described in the Fourth & Fifth Schedule herein before.

Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat 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 flat, so that it may not cause leakage or slippage to the floor underneath.

Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchaser shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchaser shall restore forthwith such dug up holes or excavations at his own costs and expenses.

Maintaining, repairing, white washing or painting of the door and windows of the said flat 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.

Mutating her name as owner of the said flat in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.

Absolute proprietary rights such as the vendor/developer derives from their title save and except that of demolishing or committing waste in respect of the flat described in schedule in any manner, so as to effect the vendor/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.

Sell, gift, mortgage, lease or otherwise alienate the said flat hereby conveyed.

To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the said flat hereby purchased.

Obligations :

The purchaser shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.

The purchaser shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.

The purchaser shall not make any additions and alterations in the said flat, whereby the main building may be damaged, but the purchaser shall be entitled to erect wooden partition only in the flat for the purpose of her family requirement.

The purchaser shall also pay her proportionate share for maintenance charges of the said property and shall also pay her proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion as decided by the members of the Society with all required proposal and consent.

Not to make any objection for fixation of hoardings, banners, dish antennas, mobile towers in the part of the ultimate roof of the building by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building or premises.
2. The right in common with the other purchaser to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit and/or parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the unit as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchaser shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchaser fulfilling his obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common

portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchaser shall co-operate with the vendor/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

2. Upon formation of the Association/Society, the vendor/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchaser or otherwise after adjusting all amounts his/her remaining due and payable by the purchaser and the amounts so transferred henceforth be so held the Association/Society under the account of purchaser for the purpose of such deposit.
3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendor/developer for all liabilities due to non fulfillment of his/her respective obligations by the co-owners and/or the Association/Society.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

M/S AIRLIFT DEVELOPERS
Sekh Sanowar
 Partner

Mozammel Tarafder

Sekh Sanowar
 As Constituted Attorneys of
 (1) Khaternoon Necha Bibi,
 (2) Md. Mozaffar Mondal,
 (3) Firoj Mondal,
 (4) Khoikhan Mondal,
 (5) Mintu Mondal,
 (6) Bablu Mondal,
 (7) Tutu Mondal
 & (8) Md. Raza

Landowners/Vendors

.....
Purchaser

Mozammel Tarafder

Sekh Sanowar
 Partners of Airlift Developers

Purchaser

Airlift Developers
Developer

Drafted By

Pinaki Chattopadhyay & Associates
Advocates

Sangta Apartment, Ground Floor
Teghoria Main Road
Kolkata - 700157
Ph. : 25708471

Composed By

Jayashree Mondal
Teghoria Main Road
Kolkata - 700157

M/S AIRLIFT DEVELOPERS
Sic' Senowan
Partner

AT
R
O - R.C

9830483167

Developer / Confirming Party

MEMO OF CONSIDERATION

Received with thanks from the above named purchaser, a sum of **Rs**.....
(Rupees) **only** towards the total consideration of the said
 flat, which is morefully described in the Second Schedule hereinabove written, together with
 undivided proportionate share of land morefully mentioned in the First Schedule
 hereinbefore written as per money receipts given to the purchaser.

<u>Cheque/Draft No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
.....	Rs.....
.....	Rs.....
.....	Rs.....

TOTAL : _____

Witnesses :-

1.

2.

M/S AIRLIFT DEVELOPERS
Seh Sanowar
 Partner
 Mozammel Tarafdar

Seh Sanowar
 Partners of Airlift Developers
Developer / Confirming Party

DATED THE _____ DAY OF _____ 2024

DEED OF CONVEYANCE

- (1) Khatmoon Necha Bibi,
 - (2) Md. Mozaffar Mondal,
 - (3) Firoj Mondal,
 - (4) Khokhan Mondal,
 - (5) Mintu Mondal,
 - (6) Bablu Mondal,
 - (7) Tutu Mondal
 - & (8) Md. Raza
- Landowners/Vendors**