

AKASH INFRA BUILDERS

Asha Bhagat
Proprietor

DRAFT

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty ____ (202__).

BETWEEN

- 1) **MR.SWAPAN DAS**, (having Pan No._____ & Aadhaar No._____) son of Sada Ranjan Das , by faith- Hindu, by occupation- Service, by Nationality- Indian, residing at Manikpur, Eden Park, P.O- Italgacha, P.S- Dum Dum, Kolkata-700 079, District 24 Parganas (North), and
- 2) **MR.NEMAI CHAND BHOWMICK**, (having Pan No._____ & Aadhaar No._____) son of Dharendra Nath Bhowmick, by faith- Hindu, by occupation- Service, by Nationality- Indian, residing at Manikpur, Eden Park, P.O- Italgacha, P.S- Dum Dum, Kolkata-700 079, District 24 Parganas (North), and
- 3) (a) **MR. SHUKDEB KUNDU**, (having Pan No. DFYPK1038E & Aadhar No._____) son of Late Shanti Pada Kundu alias Shanti Kundu, by faith- Hindu, by occupation- Business, by Nationality- Indian, Eden Park, P.O- Italgacha, P.S- Dum Dum, Kolkata-700 079, District 24 Parganas (North), and
(b) **MRS. SHARMILA DHALI**, (having Pan No. CRLPD1011J& Aadhar No._____) daughter of Late Shanti Pada Kundu alias Shanti Kundu, by faith- Hindu, by occupation- Housewife , by Nationality- Indian, residing at 36/23, Sribhumi Nabapally 22 Bigha, Joka, P.O- Joka, P.S- Haridebpur, Kolkata-700104 and
(c) **MISS PURNIMA KUNDU**, (having Pan No. CWJPK5328Q & Aadhar No._____) daughter of Late Shanti Pada Kundu alias Shanti Kundu, by faith- Hindu, by occupation- Self Employed, by Nationality- Indian, all 3(a) to (c) are residing at Manikpur, Eden Park, P.O- Italgacha, P.S- Dum Dum, Kolkata-700 079, District 24 Parganas (North), and
(d) **MRS. KRISHNA KUNDU alias KRISHNA SHARMA**, (having Pan No. DIGPK8674H & Aadhar No._____) daughter of Late Shanti Pada Kundu alias Shanti Kundu, by faith- Hindu, by occupation- Housewife , by Nationality- Indian, residing at Manikpur, Eden Park, P.O- Italgacha, P.S- Dum Dum, Kolkata-700 079, District 24 Parganas (North), and
(e) **MRS. SOMA KUNDU**, (having Pan No. BWQPK8184C & Aadhar No._____) daughter of Late Shanti Pada Kundu alias Shanti Kundu, by faith- Hindu, by occupation- Housewife , by

Nationality- Indian, residing at Manikpur, Eden Park, P.O- Italgacha, P.S- Dum Dum, Kolkata-700 079, District 24 Parganas (North), and

(f) **MRS. DEBLINA SAHA**, (having Pan No. FSSPS1459A & Aadhar No. _____) daughter of Late Shanti Pada Kundu alias Shanti Kundu, by faith- Hindu, by occupation- Housewife , by Nationality- Indian, residing at 8, Sree Sarani, Nalta, P.O & P.S- Dum Dum, Kolkata- 700 028, District 24 Parganas (North),

- 4) **MR. SUSANTA KUMAD DAS** (having Pan No.ADSPD2336D & Aadhaar No. _____) son of Sada Ranjan Das alias Niranjan Das, by faith- Hindu, by occupation- Service, by Nationality- Indian, residing at Manikpur, Eden Park, P.O- Italgacha, P.S- Dum Dum, Kolkata-700 079, District 24 Parganas (North),

hereinafter referred to as the '**OWNERS/FIRST PARTIES**' (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executor's administrators, representatives and assigns) of the **ONE PART**.

The Owners are represented by its registered power of attorney holder **M/S AKASH INFRA BUILDERS** a proprietorship firm having its office at 23, Manash Bhumi Road, P.O- Italgacha, P.S- Dum Dum, Kolkata-700 079 in the district of 24 parganas north represented by its Proprietor namely **MRS. ASHA BHAGAT** (having PAN No. BMKPA6828H & Aadhar No. _____) wife of Kanhayia Bhagat, by religion Hindu, by occupation Business residing at 262, P.K.Guha Road, P.O & P.S- Dum Dum, Kolkata-700 028, in the District of North 24-Parganas duly executed on dated 23.11.2022 at ADSR Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2022, Pages 516423 to 516438, Being No. 150615121 of Year 2022 and in Book No. 1, Volume No. 1506-2022, Pages 516407 to 516422, Being No. 150615120 of Year 2022 and on dated 18.01.2023 at ADSR Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2023, Pages 18790 to 18810, Being No. 150600440 of Year 2023 and on dated 23.11.2022 at ADSR Cossipore Dum Dum and recorded in Book No. 1, Being No. 150615119 of Year 2022.

AND

M/S AKASH INFRA BUILDERS a proprietorship firm having its office at 23, Manash Bhumi Road, P.O- Italgacha, P.S- Dum Dum, Kolkata-700 079 in the district of 24 parganas north represented by its Proprietor namely **MRS. ASHA BHAGAT** (having PAN No. BMKPA6828H & Aadhar No. _____) wife of Kanhayia Bhagat, by religion Hindu, by occupation Business residing at 262, P.K.Guha Road, P.O & P.S- Dum Dum, Kolkata-700 028, in the District of North 24-Parganas, hereinafter called the "**PROMOTER/ OTHER PART**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and assigns) of the **SECOND PART**.

AND

[if the Allottee is a company]

_____ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN No. _____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No. _____, represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN No. _____)

) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

WHEREAS:

(1) MR.SWAPAN DAS, son of Sada Ranjan Das is the absolute owner of ALL THAT Land measuring about 01 Cottaha,08 Chittack, 00 sq.ft little more or less along with structure and (2) MR.NEMAI CHAND BHOWMICK, son of Dharendra Nath Bhowmick is the absolute owner of ALL THAT Land measuring about 03 Cottaha,10 Chittack, 00 sq.ft little more or less with structure and (3a) MR. SUKDEB KUNDU son of Late Shanti Pada Kundu, (3b) MRS. SHARMILA DHALI, daughter of Late Shanti Pada Kundu, (3c) MISS PURNIMA KUNDU, daughter of Late Shanti Pada Kundu, (3d) MRS. KRISHNA KUNDU, daughter of Late Shanti Pada Kundu, (3e) MRS. SOMA KUNDU, daughter of Late Shanti Pada Kundu and (3f) MRS. DEBLINA SAHA, daughter of Late Shanti Pada Kundu, are the absolute joint owner of ALL THAT Land measuring about 03 Cottaha,09 Chittack, 36 sq.ft little more or less and (4) SUSANTA KUMAR DAS son of Sada Ranjan Das is the absolute owner of ALL THAT Land measuring about 01 Cottaha,08 Chittack, 00 sq.ft little more or less with structure after amalgamation it is comes ALL THAT Land measuring about 10 Cottaha 03 Chittack 36 sq.ft little more or less situated at Mouza- Sultanpur, J.L. number 10, Re-Sa No. 148, Touzi number -173 under R.S./L.R. Dag number 1680,1680/4532,1678, L.R.Khatian No. 5240,5242,5241,6173,6200, 6201,6174, 6175, 6182, within local limit of Ward No. 1 of Dum Dum Municipality, under ADSR Cossipore Dum Dum situated at holding no. 12, Khalisakota Road, P.O. Italgacha, P.S. Dum Dum, Kolkata-700 079, District 24 Parganas (North), more fully described hereunder in First Schedule.

AND WHERE AS:

1. One Badsha Mondal and Fajor Ali Mondal were the owners of 63 Decimals of land at Mouza- Sultanpur, Khatina No. 799 under local limit of P.S- Dum Dum partitioned the joint property and demarcated their respective shares by an amicable partition.
2. And said Badsha Mondal died intestate leaving behind his sons Rasim Box Mondal, Karim Box Mondal and Rehat Box Mondal who becomes the owners by inheritance.
3. And said Rahim Box Mondal and other co-shares by a registered deed of partition

registered at the office of S.R.C Dum Dum in Book No. 1, Volume No. 47, Pages 67 to 70, Being No. 2599 for the year 1961 partitioned the aforesaid property and determined their respective share.

4. And said Rahim Box Mondal and other sold, transferred and conveyed All That 7 Cottahs 7 Chittacks little more or less at Dag No. 1680 by registered deed of conveyance to one Motaleb Mondal duly registered at the office of SRC Dum Dum and recorded in Book No. 1, Volume No. 112, Pages 60 to 64, Being No. 7734 for the year 1967.
5. And said Motaleb Mondal as absolute owner of aforesaid All That land measuring about 7 Cottahs 7 Chittacks little more or less at Dag No. 1680 sold, transferred and conveyed a portion All that 3 Cottaha to one Niranjana Das duly registered at the office of SRC Dum Dum and recorded in Book No. 1, Volume No. 57, Pages 155 to 158, Being No. 3789 for the year 1969.
6. And in the mean time said Karim Box Mondal and Motaleb Mondal sold, transferred and conveyed All That land measuring about 1 Cottahs little more or less to one Arabinda Guha.
7. And in the mean time said Karim Box Mondal and Arabinda Guha sold, transferred and conveyed All That land measuring about 10.50 Decimals to one Jaharnechhabibi duly registered at the office of SRC Dum Dum and recorded in Book No. 1, Volume No. 38, Pages 132 to 139, Being No. 2367 for the year 1965.
8. And in the mean time said Jaharnechhabibi as absolute owner of aforesaid purchased land sold, transferred and conveyed in favour of Akbar Hossain duly registered at the office of A.D.S.R Cossipore Dum Dum and recorded in Book No. 1, Volume No. 114, Pages 98 to 103, Being No. 5973 for the year 1973.
9. And in the mean time said Akbar Hossain and Motaleb Mondal as absolute owners sold, transferred and conveyed All That land measuring about 7 Cottaha, 04 Chittacks in favour of Nemai Chand Bhowmick duly registered at the office of A.D.S.R Cossipore Dum Dum and recorded in Book No. 1, Volume No. 58, Pages 60 to 65, Being No. 1879 for the year 1977.
10. And in the mean time said Nemai Chand Bhowmick as absolute owners sold, transferred and conveyed All That land measuring about 3 Cottaha, 10 Chittacks in favour of Kali Das Sutradhar duly registered at the office of A.D.S.R Cossipore Dum

Dum and recorded in Book No. 1, Being No. 549 for the year 1996.

11. And finally Nema Chand Bhowmick herein Owner No. 2 is now absolute owner of All That Land measuring about 3 Cottaha, 10 Chittacks and accordingly mutated the same in the assessment record of Dum Dum Municipality and get holding no. 14 Khalsakota Road and also mutated his name in the record of BL & LRO and get separate L.R.Khatian No. 5242 and paying taxes regularly.
12. And in the mean time said Matlab Mondal also purchased All That Land Measuring about 7 Cottaha, 7 Chittacks little more or less from recorded owner Rahim Box Mondal and Rehat Box Mondal duly registered at the office of A.D.S.R Cossipore Dum Dum and recorded in Book No. 1, Volume No. 112, Pages 60 to 64, Being No. 7734 for the year 1967.
13. And in the mean time said Matlab Mondal sold, transferred and conveyed All That Land Measuring about 3 Cottaha, 00 Chittacks little more or less in favour of Sada Ranjan Das duly registered at the office of A.D.S.R Cossipore Dum Dum and recorded in Book No. 1, Volume No. 57, Pages 155 to 158, Being No. 3789 for the year 1969.
14. And said Sada Ranjan Das sold, transferred and conveyed All That Land Measuring about 1 Cottaha, 08 Chittacks little more or less in favour of Swapan Das duly registered at the office of A.D.S.R Cossipore Dum Dum and recorded in Book No. 1, Volume No. 10, Pages 289 to 298, Being No. 455 for the year 1990.
15. And finally Swapan Das herein Owner No. 1 is now absolute owner of All That Land measuring about 1 Cottaha, 08 Chittacks and accordingly mutated the same in the assessment record of Dum Dum Municipality and get holding no. 12 Khalsakota Road and also mutated his name in the record of BL & LRO and get separate L.R.Khatian No. 5240 and paying taxes regularly.
16. And said Sada Ranjan Das also sold, transferred and conveyed All That Land Measuring about 1 Cottaha, 08 Chittacks little more or less in favour of Susanta Das duly registered at the office of A.D.S.R Cossipore Dum Dum and recorded in Book No. 1, Being No. 454 for the year 1990.
17. And finally Susanta Das herein Owner No. 4 is now absolute owner of All That Land measuring about 1 Cottaha, 08 Chittacks and accordingly mutated the same in the assessment record of Dum Dum Municipality and get holding no. 13 Khalsakota Road and also mutated his name in the record of BL & LRO and get separate L.R.Khatian No.

5241 and paying taxes regularly.

18. And one Entajali Mondal becomes absolute owner of large property including 36 Decimal lands lying and situated at Mouza- Sultanpur, Dag No. 1678, Khatian No. 1188 by virtue of deed of partition executed between Entajali Mondal and his brother Keyamat Ali Mondal duly registered in the office of ADSR Cossipore Dum Dum recorded in Book No. 1, Volume No. 67, Pages 272 to 289, Being No. 5489 for the year 1952.
19. And said Entajali Mondal sold, transferred and conveyed by virtue of Perpetual Lease the entire land All That 36 Decimal lands lying and situated at Mouza- Sultanpur, Dag No. 1678, Khatian No. 1188 in favour of Sadadar Ali.
20. And said Sahadar Ali as absolute owner of aforesaid land sold, transferred and conveyed a portion All That Land measuring about 3 Cottaha, 9 Chittack 36 sq.ft little more or less to Santi Pada Kundu duly registered in the office of ADSR Cossipore Dum Dum duly recorded in Book No. 1, Volume No. 62, Pages 94 to 94, Being No. 3907 for the year 2004.
21. And said Santi Pada Kundu as absolute owner of All That Land measuring about 3 Cottaha, 9 Chittack 36 sq.ft little more or less at Mouza- Sultanpur, Dag No. 1678, Khatian No. 1188 recorded his name in the assessment record and seized, possessed and enjoying the said property died intestate on dated 11.12.2017 and his wife Pratima Kundu predeceased on dated 02.02.1997 leaving behind two sons namely Sri Sukdeb Kundu, Madhab Kundu since deceased and three daughters namely Smt. Sharmila Dhali, Miss Purnima Kundu, and Smt. Krishna Kundu alias Krishna Sharma who becomes the absolute owners of entire estate of Santi Pada Kundu since deceased in accordance with Hindu Succession Act.
22. And in the mean time one of the joint owner namely Mahadeb Kundu died intestate on dated 29.03.2010 leaving behind his wife Smt. Soma Kundu and his daughter Smt. Deblina Saha who becomes the absolute owners of 1/5th portion of Mahadeb Kundu since deceased in accordance with Hindu Succession Act.
23. And finally Sri Sukdeb Kundu, Smt. Sharmila Dhali, Miss Purnima Kundu, and Smt. Krishna Kundu alias Krishna Sharma, Smt. Soma Kundu and Smt. Deblina Saha herein Owner No. 3(1) to 3(6) is now absolute owner of All That Land measuring about 3 Cottaha, 09 Chittacks, 36 sq.ft little more or less and accordingly mutated the same in

the assessment record of Dum Dum Municipality and get holding no. 41, Nirmal Sengupta Sarani and also mutated his name in the record of BL & LRO and get separate L.R.Khatian No. 6173,6200, 6201,6174, 6175, 6182 and paying taxes regularly

24. **AND** for the greater benefits all the above named owners (1 to 4) applied and amalgamated all four holdings into a single holding and accordingly the same is now known as **12, Khalsakota Road, P.S- Dum Dum, P.O- Italgacha, Kolkata-700 079, within District 24 Parganas North** as described hereinunder in First Schedule.

25. The said Owners herein decided to construct a building on the said land as per plan to be obtained from the Dum Dum Municipality after demolition of the existing building standing thereon and accordingly the said Owners herein entered into a registered Development Agreement on 18.01.2023 at ADSR Cossipore Dum Dum duly recorded in Book No. 1, Volume No 1506-2023, Page 18157 to 18191, Being No. 150600424 of Year 2023, dated 23.11.2022 at ADSR Cossipore Dum Dum duly recorded in Book No. 1, Volume No 1506-2022, Page 515736 to 515766, Being No. 150615085 of Year 2022, dated 23.11.2022 at ADSR Cossipore Dum Dum duly recorded in Book No. 1, Volume No 1506-2022, Page 515767 to 515797, Being No. 150615086 of Year 2022 and dated 23.11.2022 at ADSR Cossipore Dum Dum duly recorded in Book No. 1, Volume No 1506-2022, Page 515850 to 515881, Being No. 150615089 of Year 2022 under some terms and conditions mentioned thereon and subsequently made a registered development power of attorney executed immediately after execution of the registered development agreement on dated 23.11.2022 at ADSR Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2022, Pages 516423 to 516438, Being No. 150615121 of Year 2022 and in Book No. 1, Volume No. 1506-2022, Pages 516407 to 516422, Being No. 150615120 of Year 2022 and on dated 18.01.2023 at ADSR Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2023, Pages 18790 to 18810, Being No. 150600440 of Year 2023 and on dated 23.11.2022 at ADSR Cossipore Dum Dum and recorded in Book No. 1, Being No. 150615119 of Year 2022 with above named developer.

26. Thereafter as per terms and conditions of Development Agreement and General Power of Attorney the Developer herein constructed Ground plus three storied Building according to the sanctioned Plan duly sanction on dated 02.08.2024 vide Permit No. SWS-OBPAS/2110/2024/0095 issued by the Dum Dum Municipality upon the said piece and parcel of land measuring about 10 Cottaha 03Chittack 36 sq.ft little more or less more fully and particularly described in **FIRST SCHEDULE HEREUNDER**.

27. As per the allocation and/or allotment of Development Agreement dated 18.01.2023, 23.11.2022 the developer herein is seized and possessed of or otherwise

well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.

28. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, **East** facing of the Ground plus storied Building, measuring an area of **Square Feet carpet area in Block-.....** of the building named "**AKASH RESIDENCY**" in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Sultanpur, J.L. number 10, Re-Sa No. 148, Touzi number -173 under R.S./L.R. Dag number 1680,1680/4532,1678, L.R.Khatian No. 5240,5241,5242, 6173,6200, 6201,6174, 6175, 6182, within local limit of Ward No. 1 of Dum Dum Municipality, under ADSR Cossipore Dum Dum situated at holding no. 12, Khalsakota Road, P.O. Italgacha, P.S. Dum Dum, Kolkata-700 079, District 24 Parganas (North) West Bengal hereinafter called and referred to as the "**SAID FLAT**" more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.
29. By an Agreement for Sale dated the Owners/Vendors herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT** one **Flat, being** Flat No., on the **Floor (Flooring-_)**, _____ facing of the Ground plus Four storied Building measuring an area of **Square Feet carpet area in Block-.....** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Sultanpur, J.L. number 10, Re-Sa No. 148, Touzi number -173 under R.S./L.R. Dag number 1680,1680/4532,1678, L.R.Khatian No. 5240,5241,5242, 6173,6200, 6201,6174, 6175, 6182, within local limit of Ward No. 1 of Dum Dum Municipality, under ADSR Cossipore Dum Dum situated at holding no. 12, Khalsakota Road, P.O. Italgacha, P.S. Dum Dum, Kolkata-700 079, District 24 Parganas (North) West Bengal more fully and particularly mentioned and described

in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate importable share and interest in the land which is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....) only** as the total Consideration paid by the **PURCHASER** to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the **PURCHASER**) paid on or before the execution of these presents, the Owners /Vendors and the Developer herein doth hereby sell, transfer and convey unto and in favour of the **PURCHASER** herein **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring- _____)**, facing of the Ground plus storied Building measuring an area of **Square Feet carpet area in Block-.....** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Sultanpur, J.L. number 10, Re-Sa No. 148, Touzi number -173 under R.S./L.R. Dag number 1680,1680/4532,1678, L.R.Khatian No. 5240,5241,5242, 6173,6200, 6201,6174, 6175, 6182, within local limit of Ward No. 1 of Dum Dum Municipality, under ADSR Cossipore Dum Dum situated at holding no. 12, Khalsakota Road, P.O. Italgacha, P.S. Dum Dum, Kolkata-700 079, District 24 Parganas (North) West Bengal more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or

anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/Vendors to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owners /Vendors herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owners /Vendors and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owners /Vendors and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
3. The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners/Vendors and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners/Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
4. The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said

flat as detailed in the **THIRD SCHEDULE** hereunder.

5. The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
7. The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
8. The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners /Vendors or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
9. The PURCHASER undivided proportionate interest in land is importable in perpetuity.
10. The Owners/Vendors, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owners /Vendors or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.
11. The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to

time, directly to the concerned authority.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID PREMISES)

ALL THAT Land measuring about 10 Cottaha 03 Chittack 36 sq.ft little more or less situated at Mouza- Sultanpur, J.L. number 10, Re-Sa No. 148, Touzi number -173 under R.S./L.R. Dag number 1680,1680/4532,1678, L.R.Khatian No. 5240,5242,5241,6173,6200, 6201,6174, 6175, 6182, within local limit of Ward No. 1 of Dum Dum Municipality, under ADSR Cossipore Dum Dum situated at holding no. 12, Khalsakota Road, P.O. Italgacha, P.S. Dum Dum, Kolkata-700 079, District 24 Parganas (North) and the same "**AKASH RESIDENCY**" is Butted and Bounded as follows:

ON THE NORTH: Premises of B. Samaddar & Others;

ON THE SOUTH: 5 feet Common Passage & Premises of P.Guha & Others;

ON THE EAST : Municipal Road known as Khalsakota Road;

ON THE WEST : 12 Feet Municipal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

ALL THAT one residential **Flat, being** Flat No., on the **Floor (Flooring- _____)**, facing of the Ground plus storied Building namely "**AKASH RESIDENCY**" measuring an area of **Square Feet carpet area in Block-....** consisting of..... (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Mouza- Sultanpur, J.L. number 10, Re-Sa No. 148, Touzi number -173 under R.S./L.R. Dag number 1680,1680/4532,1678, L.R.Khatian No. 5240,5241,5242, 6173,6200, 6201,6174, 6175, 6182, within local limit of Ward No. 1 of Dum Dum Municipality, under ADSR Cossipore Dum Dum situated at holding no. 12, Khalsakota Road, P.O. Italgacha, P.S. Dum

Dum, Kolkata-700 079, District 24 Parganas (North) West Bengal.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Parts and Facilities)

1. Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
1. The salaries of all the persons employed for the said purpose.
2. All charges and deposit for suppliers of common facilities and utilities.
3. Municipality taxes, multi-storied building taxes, other outgoing saves those separately assessed on the respective Flat/unit.
4. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
5. All litigation's expenses for protecting the title of the said land and building.
6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.

9. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
10. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ ₹ _____ and _____paise per sq. ft. as per occupied area monthly within 10th of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
11. Electrical expenses relating to operating water pump.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise

in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.

- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by
the **VENDORS** at Dum Dum, Kolkata in
the presence of :

1.

2.

SIGNATURE OF THE VENDORS

SIGNED SEALED AND DELIVERED by
the **DEVELOPER** at Dum Dum,
Kolkata in the presence of:

1.

2.

SIGNATURE OF THE DEVELOPER
presence of:

SIGNED SEALED AND DELIVERED by
the **PURCHASER** at Kolkata in the

1.

DRAFTED BY:

Advocate
M.No. _____

SIGNATURE OF THE PURCHASER

RECEIVED from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/- (Rupees.....) only** by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

Cheque No.	Date	Bank & Branch Name	Amount
-------------------	-------------	-------------------------------	---------------

Total Rs.00,00,000/-

(Rupees.....) only

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE DEVELOPER

Identified by:

Name: _____

Son of _____,

by Faith- _____, Occupation: _____,

Residing at – _____, P.O. _____, P.S. _____.

Kolkata- _____, District: _____.