

DEED OF CONVEYANCE

1. **Date :**

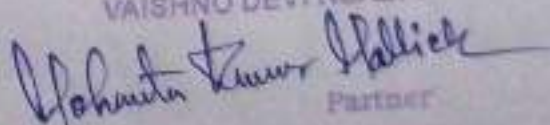
2. **Place : Kolkata**

3. **Parties :**

3.1 **RABIA BIBI [PAN : AFTPB3193D], [AADHAAR NO. 903633192088], [D.O.B. :] & [MOBILE NO. 9051574693],** wife of Sk. Rafikul Islam, daughter of Ebadath Ali, by faith - Muslim, by occupation - House wife, by nationality - Indian, residing at Kanjialpara, Reckjoani, 91 Bus Road, P.O. & P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal.

The said Rabia Bibi, Landowner herein, represented by her constituted attorney, **VAISHNO DEVI REALTY [PAN : AAPFV7361N] & [DATE OF FORMATION/INCORPORATION : 19.07.2017],** a Partnership Firm, having its office at Rajarhat, Bhatenda, Kalibari Road, P.O. & P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **MOHANTA KUMAR MALLICK [PAN : AQMPM2322B], [AADHAAR NO. 247705059372], [D.O.B. : 01.08.1965] & [MOBILE NO. 9874125754],** son of Rakhal Chandra Mallick, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Mallick Bari, Kaikhali Ghosh Para, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal, (2) **DIPEN NASKAR [PAN : ABKPN7864J], [AADHAAR NO. 940299393682], [D.O.B. : 05.02.1960] & [MOBILE NO. 9830309651],** son of Bibhuti Bhusan Naskar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Tegharia Main Road, P.O. Hatihara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, (3) **DILIP DUTTA [PAN : AFXPD8923K], [AADHAAR NO. 569630862356], [D.O.B. : 13.12.1971] & [MOBILE NO. 9231697522],** son of Late Biswanath Dutta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Kaikhali Ramkrishna Pally, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal, (4) **AJAY KUMAR SINGH [PAN : AZPPS1090Q], [AADHAAR NO. 329105682543], [D.O.B. : 09.04.1974] & [MOBILE NO. 9831204640],** son of Mohan Singh, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Flat No. 2D, Haranosur Apartment, Kaikhali Shibtala Mandir, Subala Nursing Home, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal & (5) **SUDESH KUMAR GUPTA [PAN : ADUPG7513R], [AADHAAR NO. 313793075726], [D.O.B. : 01.01.1967] & [MOBILE NO. 9831117210],** son

VAISHNO DEVI REALTY


Partner

of Abhoy Nath Gupta @ Abhay Nath Gupta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 35, Dr. S.P. Mukherjee Road, P.O. & P.S. dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal, Developer herein, by executing a Registered Development Power of Attorney After Registered Development Agreements, which was registered 09.01.2023, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2023, Pages 43047 to 43066, being Deed No. 152300781 for the year 2023.

Hereinafter called and referred to as the **"LANDOWNER/VENDOR"** (which 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 **FIRST PART**.

AND

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

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 his/her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

3.3 **VAISHNO DEVI REALTY [PAN : AAPFV7361N] & [DATE OF FORMATION/INCORPORATION : 19.07.2017]**, a Partnership Firm, having its office at Rajarhat, Bhatenda, Kalibari Road, P.O. & P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **MOHANTA KUMAR MALLICK [PAN : AQMPM2322B], [AADHAAR NO. 247705059372], [D.O.B. : 01.08.1965] & [MOBILE NO. 9874125754]**, son of Rakhal Chandra Mallick, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Mallick Bari, Kaikhali Ghosh Para, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West

VAISHNO DEVI REALTY
Mohanta Kumar Mallick
Partner

Bengal, (2) **DIPEN NASKAR** [PAN : ABKPN7864J], [AADHAAR NO. 940299393682], [D.O.B. : 05.02.1960] & [MOBILE NO. 9830309651], son of Bibhuti Bhusan Naskar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Tegharia Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, (3) **DILIP DUTTA** [PAN : AFXPD8923K], [AADHAAR NO. 569630862356], [D.O.B. : 13.12.1971] & [MOBILE NO. 9231697522], son of Late Biswanath Dutta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Kaikhali Ramkrishna Pally, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal, (4) **AJAY KUMAR SINGH** [PAN : AZPPS1090Q], [AADHAAR NO. 329105682543], [D.O.B. : 09.04.1974] & [MOBILE NO. 9831204640], son of Mohan Singh, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Flat No. 2D, Haranosur Apartment, Kaikhali Shibtala Mandir, Subala Nursing Home, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal & (5) **SUDESH KUMAR GUPTA** [PAN : ADUPG7513R], [AADHAAR NO. 313793075726], [D.O.B. : 01.01.1967] & [MOBILE NO. 9831117210], son of Abhoy Nath Gupta @ Abhay Nath Gupta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 35, Dr. S.P. Mukherjee Road, P.O. & P.S. dum Dum, Kolkata - 700028, 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 heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowner/Vendor, Purchaser/s 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

VAISHNO DEVI REALTY

 Partner

same a little more or less of super built up area, lying and situated in the building namely "MAYUR NIKETAN", morefully described in the Second Schedule hereunder written, lying and situated on the amalgamated 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 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 Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF RABIA BIBI, LANDOWNER HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS UNDER :**

5.1.1.1 **Absolute Recorded Ownership of Sk. Sahadat Hossain @ Sahadat Hossain :** One Sk. Sahadat Hossain @ Sahadat Hossain was the absolute recorded owner of a Bagan land measuring 24 (Twenty Four) Decimal more or less out of the total land in dag measuring 24 (Twenty Four) Decimals more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, alongwith other lands.

5.1.1.2 **Gift by said Sk. Sahadat Hossain @ Sahadat Hossain to one Shaikh Aamanulla :** While in absolute possession and absolute ownership over the aforesaid property, the said Sk. Sahadat Hossain @ Sahadat Hossain gifted his aforementioned property i.e. 24 (Twenty Four) Decimal more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Shaikh Aamanulla, by way of a Registered Deed of Gift, which was registered on 20.04.1960, registered in the office of Sub-

Registrar, Cossipore, Dum Dum, and recorded in Book No. I, Volume No. 42, Pages 265 to 270, being Deed No. 3441 for the year 1960.

- 5.1.1.3 **Sale by said Shaikh Aamanulla to one Jahangir Kabir :** The said Shaikh Aamanulla, sold, transfer and conveyed his aforesaid total plot of land measuring 24 (Twenty Four) Decimal more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, L.R. Khatian No. P-118, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Jahangir Kabir, by way of a Registered Deed of Conveyance, which was registered on 26.07.1963, registered in office of Sub-Registrar, Cossipore, Dum Dum, and recorded in Book No. I, Volume No. 99, Pages 74 to 76, being Deed No. 6328 for the year 1963.
- 5.1.1.4 **Sale by said Jahangir Kabir to one Shaikh Aashanulla :** The said Jahangir Kabir sold, transferred and conveyed his aforesaid total plot of land measuring 24 (Twenty Four) Decimal more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Shaikh Aashanulla, by way of a Registered Deed of Conveyance, which was registered on 18.06.1968, registered in the office of the Sub-Registrar, Cossipore, Dum Dum, and recorded in Book No. I, Volume No. 79, Pages 141 to 143, being Deed No. 5342 for the year 1968.
- 5.1.1.5 **Absolute Ownership of Shaikh Aashanulla under Deed No. 5342 for the year 1968 :** Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 5342 for the year 1968, the said Shaikh Aashanulla, became the absolute owner of the aforesaid total plot of land measuring 24 (Twenty Four) Decimal more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.1.6 **L.R. Record :** After having absolute possession and absolute ownership over the aforesaid property, the said Shaikh Aashanulla duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. P-118.
- 5.1.1.7 **Demise of Shaikh Aashanulla :** The said Shaikh Aashanulla died intestate, leaving behind his only son namely Asif Ahmed, as his only heir and successor in interest in respect of his aforementioned total property, left by Shaikh Aashanulla, since deceased.
- 5.1.1.8 **Absolute Ownership of Asif Ahmed :** Thus on the basis of the aforementioned facts and circumstances and by way of inheritance received from his deceased father, Shaikh Aashanulla, the said Asif Ahmed, became the absolute owner of the aforesaid total plot of land measuring 24 (Twenty Four) Decimal more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, L.R. Khatian No. P-118, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.
- 5.1.1.9 **Sale by the said Asif Ahmed to the present Owner, Rabia Bibi :** The said Asif Ahmed sold, transferred and conveyed his aforesaid plot of land measuring 24 (Twenty Four) Decimal more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, L.R. Khatian No. P-118, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to the present owner, Rabia Bibi, by the strength of a Registered Deed of Conveyance, which was executed on 11.10.2007, and which was registered on 12.10.2007, registered in the office of the D.S.R-II, Barasat, North 24 Parganas, and recorded in Book No. I, CD Volume No. 7, Pages 5991 to 6001, being Deed No. 06930 for the year 2008.
- 5.1.1.10 **Absolute Ownership of Rabia Bibi under Deed No. 06930 for the year 2008 :** Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 06930 for the year 2008, the said Rabia Bibi, Landowner herein, became the absolute owner of ALL THAT piece and parcel of Bagan land measuring 24 (Twenty Four) Decimal more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, L.R. Khatian No. P-118, lying and situated at Mouza -

Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, which is morefully described in the First Schedule hereunder written.

5.1.1.11 **L.R. Record & Conversion of land :** After having absolute possession and absolute ownership over the aforesaid property, the said Rabia Bibi, Landowner herein, duly recorded her name in the record of the L.R. Settlement, in L.R. Khatian No. 5646 [having share 1.0000 out of land measuring 24 (Twenty Four) Decimals more or less]. The said Rabia Bibi duly applied before concerned office of the Sub-Divisional Land & Land Reforms Officer, North 24 Parganas, for conversion of the said land possessed by her in L.R. Dag No. 32 under L.R. Khatian No. 5646, from 'Bagan' to 'Bahutal Abasan', and the concerned authority have duly converted the said land from 'Bagan' to 'Bahutal Abasan', vide Memo No. Conv/72/20/5379/SDL/BST/2022 dated 29.11.2022.

5.1.2 **REGISTERED DEVELOPMENT AGREEMENT EXECUTED IN BETWEEN THE PRESENT LANDOWNER AND ONE VAISHNO DEVI REALTY:**

5.1.2.1 The said Rabia Bibi, present landowner herein, entered into a Registered Development Agreement with one **Vaishno Devi Realty**, developer herein in respect of her total plot of land mentioned therein. The said Development Agreement was registered 21.12.2022, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2023, Pages 24398 to 24435, being Deed No. 152300260 for the year 2023.

5.1.3 **REGISTERED POWER OF ATTORNEY EXECUTED BY THE PRESENT OWNERS IN FAVOUR OF THE SAID VAISHNO DEVI REALTY :**

5.1.3.1 The said Rabia Bibi, present landowner herein, executed a Registered Power of Attorney, appointing the said **Vaishno Devi Realty**, as her constituted attorney. The said Power of Attorney was registered on 09.01.2023, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2023, Pages 43047 to 43066, being Deed No. 152300781 for the year 2023.

5.1.4 **SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING :**

5.1.4.1 **Sanction of Building Plan :** The said **Vaishno Devi Realty**, Developer herein, as constituted attorney of the relevant owner, sanctioned a building plan on the said plot of land, from the concerned authority, vide Approval Order No. 1828/RPS dated 25.11.2024.

5.1.4.3 **Construction of Building :** The said **Vaishno Devi Realty**, Developer herein, is constructing a multi storied building namely "**MAYUR NIKETAN**", on the said plot of land in accordance with a sanctioned a building plan from the concerned authority, which is morefully described in the First Schedule hereunder written.

5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION :**

5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer's Allocation :**
The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself/herself in regards thereto and approached to the said **Vaishno Devi Realty**, Developer 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 situated in the said building namely "**MAYUR NIKETAN**", morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building from Developer's Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

5.1.5.2 **Acceptance by Developer :** The said **Vaishno Devi Realty**, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.5.3 **Consideration** : The total sale consideration of the **SAID FLAT/SAID PROPERTY** is Rs..... (**Rupees**) only, subsequently the Purchasers herein already paid the same to the said **Vaishno Devi Realty**, Developer/Confirming Party herein as per memo attached herewith.

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

5.1.6.1 **Land Share** : Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat 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 bears to the total super built-up area of the Said Building.

5.1.6.2 **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 bears to the total super built-up area of the Said Building.

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

6.1 **No Acquisition/Requisition** : The Landowner/Vendor 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 declare 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 Landowner/Vendor 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 Landowner/Vendor 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 Purchasers 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 Landowner/Vendor and the Developer/Confirming Party herein.
- 6.1.4 **No Mortgage :** No mortgage or charge has been created by the Landowner/Vendor and the 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 Landowner/Vendor and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING :**

- 7.1 **Agreement to Sell and Purchase :** The Purchaser/s herein has/have approached to the Developer/Confirming Party and the Landowner/Vendor and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat/Said Property from the Developer/Confirming Party and Landowner/Vendor 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 Developer/Confirming Party and Landowner/Vendor hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY**, which is 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 Purchasers to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

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 Landowner/Vendor and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowner/Vendor 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 Landowner/Vendor

and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.

- 9.2.2 **Transfer of Property Act** : All obligations and duties of Landowner/Vendor and Developer/Confirming Party and the Purchasers 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 Landowner/Vendor and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 9.2.4 **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowner/Vendor and Developer/Confirming Party with regard to which the Landowner/Vendor and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowner/Vendor and Developer/Confirming Party hereby covenant that the Purchasers and their 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 Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowner/Vendor and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowner/Vendor and Developer/Confirming Party.
- 9.2.6 **No Objection to Mutation** : The Landowner/Vendor and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowner/Vendor and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat in the

name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

- 9.2.7 **Further Acts :** The Landowner/Vendor and Developer/Confirming Party hereby covenant that the Landowner/Vendor and Developer/Confirming Party 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 Landowner/Vendor and Developer/Confirming Party and/or their 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 Total Plot of Land]

ALL THAT piece and parcel of a demarcated plot of vacant Bahutal abasan land measuring 24 (Twenty Four) Decimal be the same a little more or less, lying and situated at Mouza - Rejjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.O. & P.S. Rajarhat, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, L.R. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, L.R. Khatian No. 5646 (in the name of Rabia Bibi, Landowner herein), A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, Kolkata - 700135, in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted and bounded as follows :-

ON THE NORTH	:	Land in R.S/L.R. Dag No. 31.
ON THE SOUTH	:	50'ft. Wide P.W.D Road.
ON THE EAST	:	Land in R.S/L.R. Dag No. 33.
ON THE WEST	:	50'ft. Wide P.W.D Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of Flat]

[Sold Property/Said Property]

ALL THAT piece and parcel of one independent and complete Tiles flooring 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, consisting Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, lying and situated in the said building namely "**MAYUR**

NIKETAN", lying and situated at **Mouza - Rekjoani**, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.O. & P.S. Rajarhat, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, L.R. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, L.R. Khatian No. 5646 (in the name of Rabia Bibi, Landowner herein), A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, Kolkata - 700135, in the District North 24 Parganas, in the State of West Bengal, in the State of West Bengal, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property, lying in the said building. A Floor Plan of the said flat is enclosed herewith and the said floor plan 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 reservoirs/tanks of the Said Building.
- ∴ Water supply, pipeline in the Said Building (save those inside any Unit).
- ∴ Drainage and sewage pipeline in the Said Building (save 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.
- ∴ Elevators and allied machinery in the Said Building.

Ultimate roof of the building will be treated as common space.

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. 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.
7. Rates and Taxes : Panchayet Tax, Surcharge, Water Tax and other levies in respect of the said building save those separately assessed on the buyer/s.
8. 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 purchasers]

Absolute User Right :

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

1. The common areas and amenities as described in the Fourth & Fifth Schedule herein before.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said property including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchasers shall have to maintain the floor of the said property, so that it may not cause leakage or slippage to the floor underneath.
3. 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 purchasers 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 purchasers shall restore forthwith such dug up holes or excavations at their own costs and expenses.
4. Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. Mutating their names as owners of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
6. Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the said property described in schedule in any manner, so as to effect the vendors/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.
7. Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.

Obligations :

1. The purchasers shall not store any inflammable and/or combustible articles in the said property, but excluding items used in kitchen and personal purpose.
2. The purchasers 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 complex.
3. The purchasers shall not make any additions and alterations in the said property, whereby the main building may be damaged, but the purchasers shall be entitled to erect wooden partition in the said flat for the purpose of their family requirement.
4. The purchasers shall also pay their proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion alongwith maintenance charges as decided by the members of the Society with all required proposal and consent.
5. Not to make any objection for fixation of hoardings, banners, dish antenas, 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 purchasers 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.

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 purchasers 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 purchasers fulfilling their 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 purchasers shall co-operate with the vendors/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 vendors/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchasers or otherwise after adjusting all amounts his/her remaining due and payable by the purchasers and the amounts so transferred henceforth be so held the Association/Society under the account of purchasers 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 vendors/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.

Mohanta Kumar Mallick

Dipen Naskar

Dilip Dutta

Ajay Kumar Singh

Sudesh Kumar Gupta
As Constituted Attorney of
Rabia Bibi

Landowner/Vendor

.....
Purchaser

Mohanta Kumar Mallick

Dipen Naskar

Dilip Dutta

Ajay Kumar Singh

VAISHNO DEVI REALTY

Mohanta Kumar Mallick
Partner

Sudesh Kumar Gupta
All Partners of
Vaishno Devi Realty

Developer/Confirming Part

MEMO OF CONSIDERATION

Received with thanks from the above named purchasers, 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>Mode of Payment</u>	<u>Date</u>	<u>Bank's Name</u>	<u>Amount</u>
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Witnesses :

1.

Mohanta Kumar Mallick

Dipen Naskar

Dilip Dutta

Ajay Kumar Singh

Sudesh Kumar Gupta

All Partners of

Vaishno Devi Realty

Developer/Confirming Part

VAISHNO DEVI REALTY
Mohanta Kumar Mallick
Partner