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DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this -----day of-----**2021**(Two
Thousand and Twenty one)

:: BY AND BETWEEN ::

M/S. PERFECT ENTERPRISE

Partner

(1) **SRI ASISH DAS GUPTA** PAN: ACAPD9050H, son of Late Hiralal Das Gupta, by faith-Hindu, by Occupation-Service, by Nationality-Indian, residing at : Quarter No.B-38, Gobindapur Project, Bokaro Thermal, P.O. Bokaro Thermal, P.S. Bokaro, Jharkhand, Pin-829107 (2) **SRI SUBHASISH DAS GUPTA** PAN: ATOPD1464A, son of Late Hiralal Das Gupta, by faith-Hindu, by occupation: Business, by Nationality Indian, residing at: 297, Atabagan, P.O. Laskarpur, P.S. formerly Sonarpur, now Narendrapur, Kolkata-700153, (3) **SRI DEBASISH DAS GUPTA**, PAN : AFCPD1222L, son of Late Hiralal Das Gupta, by faith -Hindu, by occupation Service, by Nationality Indian, residing at : DSS, HQ, MCCS Air-force Station, Nagpur, P.O. Civil Airport, P.S. Gittikhadan, Nagpur-440005, Maharashtra, (4). **SMT BANNYA MAJUMDER** nee **DAS GUPTA** , PAN: BKEPM7500C, wife of Sri Utpal Majumdar and daughter of Late Hiralal Das Gupta, by faith -Hindu, by occupation- Housewife, by Nationality-Indian, residing at : Lower Jail Road, P.O. Shillong-1, P.S. Thana Road Main Police Station, Meghalaya, Pin.793001, here-in-after called or referred to as the **LAND OWNERS / PRINCIPAL** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their heirs, executors, administrators, legal representatives and/or assigns) who are herein duly represented by their ATTORNEYS herein being the partners of :-**M/S PERFECT ENTERPRISE** PAN AAKFP7665G, A PARTNERSHIP FIRM, having it's office at :- 77, Boral Main Road, P. O. Garia, P.S. Bansdrone, Kolkata-700084, namely:- **1) MRS. MOUMITA DEY**, PAN ARCPD1523G wife of Late Ashis Kumar Dey, by Occupation- Business, residing at: 130, Boral Main Road, P.O. Garia, P.S. Bansdrone, Kolkata-700084, and **2) MR. BIJOY GHOSH**, PAN ADYPG4183B son of Late Lalmohan Ghosh, by faith - Hindu, by occupation-Business, Nationality-Indian, residing at: C/9, Rajnarayan Park, Boral Main Road, Rangkal, P.S. Formerly Sonarpur, now Narendrapur, District: South-24Parganas, Kolkata-700154, by Virtue of :- **DEVELOPMENT POWER OF ATTORNEY**, registered in the office in the A.D.S.R. Garia, District: South-24Parganas, duly recorded in Book No. I, volume No.1629-2016 pages from 6400 to 6428, Being No. 162900280, for the year 2016. here-in-after called the **VENDORS of the FIRST PART**.

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_____ PAN: _____, son of _____, by occupation - _____ AND faith-_____, by Nationality-_____, residing at _____, here-in-after called and referred to as the **PURCHASERS** (which expression shall unless excluded or repugnant to the subject or context, be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and / or assigns of the **SECOND PART**.

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M/S. PERFECT ENTERPRISE, PAN: AAKFP7665G, a partnership firm having its office address at: 77, Boral Main Road, P.O. Garia, P.S. now Bansdroni, Regent-Park, Kolkata-700084, duly represented by its two Partner namely **(1) SMT. MOUMITA DEY** PAN: ARCPD1523G, wife of Late Ashis Kumar Dey, by faith - Hindu, by occupation - Business, Nationality - Indian and residing at: 130, Boral Main Road, P.O. Garia, P.S. Bansdroni, Kolkata-700084 AND **(2) SRI. BIJOY GHOSH** PAN: ADYPG4183B, son of Late Lalmohan Ghosh, by faith-Hindu, by occupation -Business, residing at : C/9, Rajnarayan Park, Boral Main Road, Rangkal, P.S. Sonarpur, District: South-24Parganas, Kolkata-700154, here-in-after called and referred to as the **DEVELOPER /CONFIRMING PARTY** (which term or expression shall unless excluded by repugnant to the subject or context be deemed to mean and include their respective legal heirs, administrators, legal representatives and *I* or assigns) of the **THIRD PART**.

WHEREAS the **LAND OWNERS** now are the actual owners, lawfully seized and possessed of **ALL THAT** areas of land measuring 11(Eleven) decimals of in local measurement **6(Six)Cottah 8(Eight)Chittack** more of less **Together with** a small decrepit residential house thereon, by way of law of inheritance of 1956, lying and situated under Zilla Collectorate Touji No. 3-5, J.L. No. 57, R.S. No.174 at **Mouja-Laskarpur, Comprising of R. S. Dag No. 32** (Thirty two) **appertaining to Khatian No.101** , now within the Jurisdiction of **Rajpur Sonarpur Municipality Ward No. 30** formerly 28, **Holding No. 297, Kalitala Road** and the present owners and were enjoying **said LANDED PROPERTY** as Rayati Dakhali Swatta who were desirous to develop their aforesaid or below schedule land through the Developer/ Contractor, herein the **3rd PARTY** and the recital of the land how developed to the present owners described hereunder.

AND WHEREAS a long years ago, one Ebrahim Mondal was the recorded owner of **5-1/2** (Five and half)**decimal of land** more or less out of 11 (Eleven) decimal land, by nature now Bastu, lying and situated at Mouja - Laskarpur, P.S & A.D.S.R. Office at Sonarpur, under Zilla collectorate Touji No.3 to 5, Pargana - Magura, J.L. No. 57, R.S. No.174, at present within the limit of Rajpur Sonarpur Municipality, Ward No.30, **known and identified** as **Holding No.297-Kalitala** , comprising of **R.S. Dag No.32** appertaining to **R.S. Khatian No.101**, in the District South-24Parganas and while said Ebrahim Mondal had been enjoying the said land with every right, title, possession into and over the aforesaid land, unfortunately died intestate leaving behind him his two legitimate sons namely Kauser Ali Mondal, Nouserali Mondal and three daughters namely Lalbanu Bibi, Nihar Jan Bibi and

Saharjan Bibi who jointly lawfully seized and possessed of ALL THAT aforesaid five and half decimal of land more or less and had been enjoying same without any interference and disturbances by others.

AND WHEREAS owing to need of cash, those Kauser Ali Mondal and others named above, the legal heirs of said Ebrahim Monda! declared to sell the aforesaid landed property measuring five and half decimal more or less and one **BHARATI DAS GUPTA** wife of Satyendra Nath Das Gupta(now deceased) of Laskarpur, then P.S. Sonarpur, District : South-24Parganas purchased aforesaid entire land measuring more or less **5-1/2** (five and half)**decimal** more or less of Eastern side from said Kauser Ali Mondal and others by way of Registered **BENGOLI KOBALA** which was registered at the **Office of the Bruipur, South-24Parganas and recorded in Book No.1, volume No. 102, Pages 159 to 162, being No.7573 for the Year-1967.**

AND WHEREAS in the same location out of the balance half part of land of aforesaid Sabek Dag No.32. land measuring five and half decimal more or less **sold in the following manner :-**

One Mohorali Mondal, the lawful possessor, sold on 17/04/1964 sold 21/4 decimal of land to Ramendra Narayan Deb of Atabagan, P.O. Laskarpur, P.S. Sonarpur which was registered at the office of A.D.S.R. Baruipur, 24Parganas (South) which was recorded in Book No.1, volume No. 52, Pages 229 to 231, being No.3327 and in the same way Gaffarali Sardar and Morijan Bibi sold 1¼ decimal of land to said Ramendra Narayan Deb which was registered in the aforesaid office and recorded in Book No.1, Volume No. 129, Pages 178 to 180, being No.10292 for the Year 1964 and balance 0.2 Decimal of land out of aforesaid 5½ (five and half) decimal was purchased by Latika Rani Basu Roy Chowdhury of Gangapuri Tollygunge, District 24- Parganas (South), by way of registered deed which was registered at the aforesaid office of A. D. S. R. Baruipur , 24-Parganas (South) and recorded in Book No.1, volume No.9, Pages 295 to 298 being No. 6894 for the Year 1967.

AND WHEREAS said Ramendra Narayan Deb of Laskarpur Atabagan, Kolkata 700153 and Latika Rani Basu Roy Chowdhury of Gangapury, Tollygunge, Kolkata jointly declared for sale of their entire land measuring **5½** (Five & Half) **decimal** due to some unavoidable circumstance and their personal purpose and said Bharati Das Gupta (now deceased) purchased the same from the aforesaid joint owners against marketable consideration which was registered at the Office of the **A.D.S.R. Alipore, South-24Parganas and recorded in Book No.1, Volume No.117, Pages 249 to 212 being No.4333 for the Year 1968.**

AND WHEREAS further by way of registered Deed of sale said Bharati Das Gupta

purchased a small portion of land measuring **74 X 4 Sq. Ft.** or a little more or less i.e **06 (Six) Chittack 42 (Forty two) Sq.ft. from Ramesh Chandra Deb** of Laskarpur, Atabagan with a common passage measuring **74 X 4Sq. Ft** more or less as easement right of common passage to be used by the aforesaid purchasers and vendors, lying and situated at the eastern portion of land of Bharati Das Gupta at **Mouja -Laskarpur, J.L. No. 57, Khatian No.153, comprising of Dag No.33**, P.S. formerly Sonarpur now Narendrapur within the limit of Rajpur Sonarpur Municipality **which was registered at the Office of the D.R. Alipore, 24-Parganas (South) and recorded in Book No.1, Volume No. 125, Pages 154 to 156, Being No. 4329 for the Year 1968** and the aforesaid entire land **74 X 8 Sq. Ft** is left for the purpose of common passage which is now enjoyed by all for through fare lying at the eastern portion of adjacent land of said Bharati Das Gupta.

AND WHEREAS In the meanwhile, said Bharati Das Gupta wife of Satyendra Nath Das Gupta died intestate on 30/07/2010 leaving behind her only husband Satyendra Nath Das Gupta, as she had no issue or having no children of their wed-lock and as a result her aforesaid husband Satyendra Nath Das Gupta lawfully seized and possessed of all the movable and immovable properties including the aforesaid and 1 or below schedule land left by his wife Bharati Das Gupta in accordance with Hindu law of inheritance 1956 and thereafter, said Satyendra Nath Dasgupta duly mutated his name in the record of Rajpur Sonarpur Municipality and was paying rates and taxes as applicable time to time.

AND WHEREAS by and under a **Deed of Gift, Satyendra Nath Das Gupta transferred all that** entire area of land measuring **11(Eleven)decimal** in local measurement **6(Six)Cottah 8(Eight)Chittack** more or less together with a small residential house thereon **measuring 698Sq.Ft.** more or less old decrepit house to or in favour of his younger brother named **Hiralal Das Gupta** son of Late Janardan Das Gupta which is now lying and situated at Mouza Laskarpur, 1.L. No.57, Touji No.3-5, Pargana - Magura, P.S. and A.D.S.R. Office at Sonarpur, District 24Parganas (South) within the limit of the Rajpur Sonarpur Municipality, Ward No. formerly 28 now 30, **Holding No.297** together 8-6 common passage forever transferred **by virtue of registered DEED OF GIFT executed on 24th March-2003, registered at the Office of A.D.S.R., Sonarpur, 24-Parganas (south) and recorded in Book No.1 Volume No. 67, Pages 67 to 78, Being No. 3785 for the Year 2003** and a long years thereafter **said Satyendra Nath Dasgupta son of Late Janardan Das Gupta died on 07/06/2009.**

AND WHEREAS it is to mention here that the name of Bharati Das Gupta wife of

Satyendra Nath Dasgupta recorded in the last revisional settlement record of the Government of West Bengal in respect of 11(Eleven) decimal of land under L. R. Khatian No.917(Corresponding to R.S. Khatian No.101), L. R. Dag No.84 (Corresponding to R.S. Dag No. 32) at Mouja Laskarpur, J.L. No.57. P.S. Sonarpur, District: South-24Parganas and the aforesaid entire land was devolved to Hiralal Das Gupta, by way of registered deed of gift as aforesaid.

AND WHEREAS in the meanwhile, unfortunately, said Hiralal Das Gupta son of Late Janardan Das Gupta died intestate on 16/12/2003, leaving behind him his legitimate wife Rekha Das Gupta, three sons namely Sri. Asish Das Gupta, Sri. Subhasish Das Gupta, Sri. Debasish Das Gupta and one daughter named Smt. Bannya Majumder nee Das Gupta who jointly became the owners and lawfully seized and possessed of all that area of land 11(Eleven) Decimal Together-with residential old decrepit house thereon as per Hindu Law of inheritance-1956, lying or situated at Mauza - Laskarpur, J.L. No. 57, comprising of R.S. Dag No. 32 corresponding to L.R. Dag No.84, appertaining to R.S. Khatian No-101, corresponding to L.R. Khatian No.917, P.S. Sonarpur, District:24Pargana (South) more particularly mentioned hereunder schedule.

AND WHEREAS thereafter Rekha Das Gupta died intestate on 19/01/ 2016, leaving behind her three sons namely Sri. Asish Das Gupta, Sri Subhasish Das Gupta, Sri. Debasish Das Gupta and one daughter named Smt. Bannya Majumder nee Das Gupta who jointly became the owners and lawfully seized and possessed of all that area of land 11(Eleven)Decimal Together With residential old decrepit house thereon as per Hindu Law of inheritance 1956, lying or situated at Mauza - Laskarpur, J.L. No. 57, comprising of R.S. Dag No.32 corresponding to L.R. Khatian No. 917, P.S. Sonarpur, District 24-Parganas (South) more particularly mentioned hereunder schedule.

AND WHEREAS the Land Owners, herein the party of the First Part became lawful owners and enjoying the same without any interferences and disturbances by others and have decided to erect a new building thereon as per Sanctioned plan of the Rajpur-Sonarpur Municipality erecting the existing old decrepit residential house thereon but due to paucity of fund and insufficient knowledge in regards to the Civil Construction, has approached **the Developer /Contractors** herein the party of the **SECOND PART** with the request to construct the new Building at the Cost and convenience of the **DEVELOPER FIRM** name **M/S PERFECT ENTERPRISE** the **THIRD PART** herein on **DEVELOPMENT AGREEMENT** basis.

AND WHEREAS the Developers Firm, the party of the **THIRD PART** herein agreed to develop the said landed property hereunder described in the **Schedule-A** in the form of new Building as per Sanctioned Plan approved by the competent authority

subject to the following declaration and/or undertakings given by the land Owners orally which is reduced into writings hereunder due to avoid any future misunderstanding between the Land Owners and the Developers Firm.

AND WHEREAS the Developer hath approached by the Owners with a proposal for undertaking development of the said premises by constructing of several self-contained residential flats/unit and/or built-up spaces capable of being hold independently each other which both the parties herein have agreed for the consideration and on the terms and conditions hereinafter appearing.

AND WHERE AS the Owners have agreed to grant the exclusive right and power to **M/S. PERFECT ENTERPRISE**, a **Partnership Firm** having it's office at **77, Boral Main Road, P. O. Garia, P.S. Regent Park, Kolkata-700084**, represented by **1) SMT. MOUMITA DEY**, wife of Late Ashis Kumar Dey **2) SRI BIJOY GHOSH** Son of Lalmohan Ghosh details mentioned above in the **THIRD PART** who herein the Constituted Attorneys and also the Partners of **M/S PERFECT ENTERPRISE** details mentioned in **FIRST PART** and the **THIRD PART** as the **DEVELOPER** to construct a **Straight-II Residential Building**, be named as **PERFECT HOUSE** over the said holding as per the building plan vide No, **1689/CB/30/44** dated **21.05.2015** duly sanctioned/approved by **Rajpur-Sonarpur Municipality**.

AND WHEREAS the Owners/Landlords have agreed to appoint **MOUMITA DEY** and **BIJOY GHOSH**, both being the partners of **M/S PERFECT ENTERPHISE** as their **Constituted Attorney** for which the owners hereby execute and registered **Development Power of Attorney** After Registered **Development Agreement"** in favour of above named **DEVELOPER** simultaneously with this **Development Agreement**, for the purpose of sell, transfer, convey, mortgage, assign and assure flats only from the **Developers' allotted portion** details mentioned here-in-after.

AND WHEREAS the Owners hereby grant the exclusive right to the said developer/promoter to construct a **Staight-II** residential ownership building as per the said sanctioned plan vide **Building Plan No.1689/CB/30/44** dated **21.05.2015** duly sanctioned by the Rajpur-Sonarpur Municipality, on the said Holding and to sell all the flats & others constructed areas from the allotted portion of the developer to the intending purchaser/purchasers of their choice. The Developers are entitled to accept advances/payments from the intending purchasers and the Owners hereby agree to transfer and convey the undivided proportionate share of their land together with the flats/car parking spaces etc. to the nominees of the Developer at the cost of nominees, through their Attorneys who have got exclusive unfettered right and authority to sell or dispose of Developer's Allocated Portions by virtue of **Development Power of Attorney** hereunder described in the later.

AND WHEREAS before execution of **Development Agreement**, the Owners have assured the Developers as follows :-

- i. The Owners are the absolute joint owners of the said premises.
- ii. The said premises is free from all encumbrances.
- iii. The Owners have the marketable title in respect of the said Holding.
- iv. The Owners have full right & authority to enter into this Agreement through their Attorney.
- v. That, said Holding or any part thereof is not subject to any notice of acquisition or requisition or alignment.
- vi. That the said Holding or any part thereof is not subject to any Attachment under the Income Tax Act or under any provisions of the Public Demand Recovery Act.
- vii. That the Owners have neither entered into any other Agreement for Development nor have created interest in favour of any third party in the said premises or portion thereof.
- viii. Relying on the aforesaid representations and assurances and on being satisfied as to the marketable title made out by the Owners, the Developers hath agreed to undertake the work of development of the said Holding and hath further agreed to make payments of various amounts hereinafter mentioned and also to incur all costs, charges and expenses for sanctioning of the plan and for development of the said Holding.

Provided however, the Owners doth hereby unequivocally agree to indemnify or kept indemnified the Developers and all its rights as declared in the **Development Agreement** including the Developer's allocation against any claim or demand if hereinafter made by any person or persons or concern or concerns relating to or concerning the said Holding and/or any part thereof and thereby causing any impediment on the Vendor in complying with this Agreement.

AND WHEREAS the Owners herein being desirous to make a new building and/or a scheme for construction of a **Straight-II** residential building consisting of several self-contained flats but due to lack of sufficient technical Knowledge, scarcity of funds, as well as lack of time and man-power, they were not in position to develop the property for a long period. So they are in search of competent/skilled person who could take the responsibility of the development work and came to the **DEVELOPER-** herein the **THIRD PART** herein who had agreed and later on entered into a **Development Agreement** dated-**01-02-2016** **duly registered at the office of the A.D.S.R. Garia , South 24 Parganas, vide Book NO. I, CD Volume No.1629-2016, Pages from 6357 to 6399, Being No.162900279 for the Year 2016.**

AND WHEREAS the Owners have earlier stated in the **Development Agreement** that the land is unencumbered in all senses or any manner and any meaning and by no way the said land shall be prejudicially effected and not subject to any acquisition and requisition, mortgage and no case at any court of law of any nature, Civil or Criminal is running or pending in respect of the Schedule Land and if the purchaser or purchasers suffer at any stage after execution of this present and/or after registration of Sale Deed the Landowner shall be responsible for the land and the Developer shall be responsible in respect of their construction of new building only.

AND WHEREAS the Land Owners have executed **Development Agreement and Development Power of Attorney** in favour of **(1) MOUMITA DEY , wife of Late Ashis Kumar Dey**, by faith - Hindu, by occupation - Business, Nationality-Indian and residing at 130, Boral Main Road, P.O. Garia, P.S. Bansdroni, Kolkata-700084, and **(2) MR. BIIYO GHOSH son of Late Lalmohan Ghosh**, by faith- Hindu, by occupation-Business, residing at C/9, Rajnarayan Park, Boral Main Road, Rangkal, P.S. Sonarpur, District: South 24Parganas, Kolkata - 700 154, and afterwards the Landowners appointed them as their Attorney, conferring absolute right and authority to construct the building as per sanctioned Plan and to sell the self-contained flat or flats, car parking spaces etc. out of the Developer's allocation to the intending purchaser or purchasers or the nominees of the Developers and to receive the consideration thereof, out of the and the said **Power of Attorney was registered at the Office of A.D.S.R. Garia, South-24Parganas and duly recorded in Book NO.I, CD Volume No.1629-2016, Pages from 6400 to 6428, Being No. 162900280 for the Year 2016.**

AND WHEREAS the Developers have caused to construct **Straight-II** Building and completed the same, up to habitable condition as per Plan duly approved by the authority of Rajpur-Sonarpur Municipality vide **Plan No.1689/ CB/30/44 dated 21. 05. 2015** and be it expressly stated that the **Land Owners' allocated portion have been fully surrendered or released, discharged and left in favour of the DEVELOPERS' FIRM** against monetary consideration as they all were jointly in urgent need of said money due to their personal needs against their share as per terms of the **Development Agreement** and also as per desire of the Owners. The All the flats/Constructed areas/ portions of the saleable areas and Car-Parking Space also **TOGETHER WITH** proportionate share of land with all its all right, title and interest usufructs shall be sold by the Developer as per terms and conditions of aforesaid **Development Agreement dated- 01-02-2016**, the **LAND OWNER** shall only get money or consideration value as demanded by them against their allocated portions from the **DEVELOPER**, more fully shown in the **SCHEDULE-B**,

and in the **SCHEDULE-C** clearly stated almost in regard to **DEVELOPERS' ALLOCATION**, which are self-explanatory clearly written in **Page-27, SCHEDULE-B** and **SCHEDULE-C**.

AND WHEREAS in view of the said Development Agreement dated-01-02-2016, all constructed areas allotted to the Developers which have been mentioned therein and all constructed part and portion portions in the manner of Flat or any unit whatsoever have been devolved to the Developer on the strength of said Development Agreement and on the base of the same Development Power of Attorney has been executed and registered. As such the Developer on the strength of said Development Agreement, the Developer has got the right and authority to sell all or any constructed areas whatsoever in the said Building.

AND WHEREAS Owing to urgent need of cash, the **DEVELOPER/VENDOR** declares to sell **ALL THAT** One self-contained **RESIDENTIAL FLAT** measuring more or less **728**(Seven hundred Twenty Eight) **Sq. Ft. Super built up areas** on the **FIRST FLOOR** at the **SOUTH-WEST** facing/side, being known as **FLAT No.1A**, at for a total consideration of **Rs. Only**, comprising in the **Straight-II Storied Building** known as **PERFECT HOUSE**, lying or situated on **SCHEDULE-A** property **TOGETHER-WITH** undivided, proportionate share or interest of the land comprised in the said premises including rights of easements, common areas/portions amenities and facilities annexed thereto.

AND WHEREAS being informed of the same from the reliable source, the **PURCHASERS** have duly approached the **DEVELOPER** for purchasing the aforesaid **FLAT TOGETHER-WITH** proportionate undivided share of land, comprised in the said Building OR **Holding 297, Kalitala Road** under **Rajpur Sonarpur Municipality, Ward now No.30** including rights of easements, common areas/portions amenities and facilities annexed thereto which is more-fully and particularly described in the **SCHEDULE-B**, hereunder and hereinafter referred to as the **SAID FLAT** and the **DEVELOPER** and also as **Attorneys for Land Owners have agreed to sell the said Flat** and simultaneously the **DEVELOPER** also as **Attorneys for Land Owners AND the PURCHASERS** herein accordingly & lawfully executed an **AGREEMENT FOR SALE** dated 17th July-2019 which is a self-Explanatory.

AND WHEREAS the **PURCHASERS** after inspecting the sanctioned building plan, Agreement for Development, Power of Attorney, documents of chain of title deeds, and all other papers and documents relating to the said land and the building and also measurement of the Flat, have fully been satisfied and later on finally agreed to purchase aforesaid **Flat** at or for a Consideration of **Rs. Only**, which the **DEVELOPER** and also the **ATTORNEYS** for **LAND OWNERS** has

agreed to sell and finally executing this **Deed of Conveyance** as lawfully and reasonably required.

NOW THIS INDENTURE OF CONVEYANCE WITNESSETH that:

in pursuance of the said Agreement and in Consideration of the said sum of **Rs. Only**, well and truly paid by the Purchasers to the Developer herein (the receipt whereof the Developer doth hereby admit and acknowledge of and from the payment of the same every part thereof, acquit, release and discharge forever the Purchasers as well as the said **Flat** mentioned in the **SCHEDULE-B** hereunder written hereby granted, sold, transferred, conveyed, assigned and assured) the Vendors do hereby grant, transfer, convey, sell, assure and assign and the Developer/ Confirming Party doth hereby confirm such sell and transferred unto the Purchasers **ALL THAT** One **Residential Flat** bearing **Flat No. 1A**, measuring more or less **728** (Seven hundred Twenty Eight) **Sq.Ft. Super Built up area** on the **First Floor**, at the **South-West Facing** consisting of **Two Bed Rooms, One Drawing cum Dining, One Kitchen, One W.C, One Toilet and One Balcony**, comprised of **Straight-II Storied building** named as **PERFECT HOUSE** more fully described in **SCHEDULE-B** herein below at or for a total Consideration of **Rs. Only** on the said land described in the **SCHEDULE-A** hereunder written together with right and interest benefit in respect of all common parts areas/portions/ common facilities and common conveniences relating thereto **here-in-after referred to as SAID PROPERTY** and said common areas and others facilities more fully described in the **Schedule-C** hereunder written **TOGETHER-WITH** all amenities and facilities attached thereto or to be provided therewith such as common rights in all common passages, paths, spaces, stairs and landings attached thereto overhead water tank, underground water reservoir of the said building **TOGETHER-WITH** right of ingress to and egress from the said property and the building as more fully and particularly mentioned and described in the **SCHEDULE-B** hereunder written with common rights now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished **TOGETHER-WITH** all and singular other erections, walls, structures, fixtures ground and soil thereof sewers, drains, ways, paths, passages, water-courses, lights, rights, benefits of ancient or other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or with the same or any part thereof now are or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or deemed to be or known as part, parcel and member thereof or appurtenant thereto **A N D** the reversion or reversions, remainder or remainders and the rents, issues and profits of and from the said property with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be and every part thereof and **ALL THAT** estate, right, title, interest, inheritance,

use, trust, possession property claim and demand whatsoever both at law and in equity of the Vendors into and upon the said property with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be **A N D** all deeds, pattahs, muniments, writings and evidences of title whatsoever exclusively relating to or concerning the same or any part thereof which now or is or at any time heretofore were or was or may be in the custody, possession or power of the Vendors or any person or persons from whom the Vendors can or may procure the same without any action or suit at law and in equity of the Vendors unto or upon the said property **AND TO HAVE AND TO HOLD** the **SAID PROPERTY** with common rights hereby granted, transferred, sold, conveyed, assigned and assured to and unto and to the use of the Purchasers absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner or condition, use, trust or other things whatsoever to alter, defeat, encumber or make void the same.

THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS THAT NOTWITHSTANDING any act, deed, matter, assurance or thing whatsoever by the Vendors made done executed occasioned or knowingly suffered to the contrary the Vendors are now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said property with common rights hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of hindrance, lawful eviction, interruption, claim or demand whatsoever form or by the Vendors or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharged or otherwise by the Vendors well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and all manner of former or other estates, encumbrances, claims, demands, charges, liens, lispendents, debts and attachments whatsoever made done executed occasioned or suffered by the Vendors or any person or persons claiming or to claim through under or in trust for the Vendors into and upon the said property with common rights hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect and indefeasible estate of inheritance without any manner or condition use trust or other things whatsoever to alter, defeat, encumber or make void the same and **THAT NOTWITHSTANDING** any act, deed, matter or thing whatsoever as aforesaid the Vendors have now in themselves good right, full power and absolute authority to grant, sell, transfer, convey, assign and assure by these presents the said property with common rights hereby granted, sold, transferred, conveyed, assigned and assured or agreed or intended so to be unto and to the use

of the Purchasers in manner aforesaid **AND THAT** the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly hold, possesses and enjoy the said property with common rights hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Vendors **A N D** that free and clear and freely and clearly and absolutely acquitted, exonerated, discharged or otherwise by the Vendors well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and all manner of former or other estates, rights, title, lease, mortgages, charges, trusts, wakfs, debutters, attachments, executions, lispens, claims, demands and encumbrances whatsoever made done occasioned or suffered by the Vendors or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the Vendors and further that the Vendors and all persons having or lawfully claiming any estate, right, title, and interest, whatsoever in the said property with common rights hereby granted, transferred, sold, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchasers make do and executed all such acts, deeds, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said property with common rights hereby granted, transferred, sold, conveyed, assigned and assured and confirmed and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required **A N D** that the Developer/ Confirming Party doth hereby confirm the averments made in these presents by joining and executing these presents as Confirming Party **A N D** that the Purchasers hereby covenants with the Vendors/ Developer that the Purchasers shall and will maintain the said property with common rights in such manner so that it may not cause any danger and/or prejudicially affect the said Straight-II storied building in any way whatsoever and that the Purchasers will and shall pay proportionate share of rates and taxes relating to the said holding until such time as separate assessment is made in respect of the said property and that the Purchasers further covenants with the Vendors that the Purchasers shall hold, possess and enjoy the said property as an absolute Owners thereof subject to the covenants, conditions and agreements and Common expenses set out and particularly mentioned in the **Schedule-D** hereunder written to be observed and performed and to be paid by the Purchasers and that the Vendors shall be entitled to retain the original documents of title relating to the said property and shall upon every reasonable request of the Purchasers and at the cost of the persons making the request produce the said

documents of title or any of them and on like requests and costs furnish such copies thereof or extracts there-from as the Purchasers may reasonably require. The Vendors after the Owners of all the Units/ Flats in the said holding do form an Association for the maintenance upkeep and administrations of services in the said holding shall handover the said original documents to such Association, so that the same may be kept and made available upon requisition as and when made by the members thereof. **AND** if any error or omission or defect is found in this deed in that event, the Owners and the Developer shall at the request of the Purchasers make themselves available for execution and registration of Deed of Declaration for rectification if needful, at the cost of such rectification and registration of Deed of Declaration for rectification shall be borne by the Purchasers.

SCHEDULE -A ABOVE REFERRED TO
DESCRIPTION OF THE LAND WITH BUILDING OR ENTIRE PROPERTY /
HOLDING.

ALL THAT piece and parcel of land by nature **“Bastu”** measuring more or less **11** (eleven) **Decimal OR** in local measurement **06**(Six) **Cottah 08**(Eight) **Chittack 00**(Zero) **Sq. Ft. TOGETHER-WITH Straight-II Storied Building** thereon, named as **PERFECT HOUSE**, lying and situates at **Mouza- Laskarpur**, J.L.No.57, R.S. No.174, comprising of **R.S.Dag No.32** appertaining to **R.S. Khatian No. 101** , Corresponding to **L.R. Dag No.84, L.R. Khatian No. 917**, Zilla collection Touzi No. 3 to 5, **P.S. Narendrapur** formerly at Sonarpur, **A.D.S.R. Office: now Garia, Kolkata-700084**, within the limit of **Rajpur Sonarpur Municipality, Ward No. 30, Holding No.297, Kalitala Road, District: South-24Parganas** and the land is butted and bounded by :-

ON THE NORTH	:-	Land of Manas gupta & Others
ON THE SOUTH	:-	Pond of Mr. Moti Pal
ON THE EAST	:-	Land of Panchu Naskar
ON THE WEST	:-	8’ wide common passage nearer to Kalitala Road.

:: SCHEDULE-B ABOVE REFERRED TO ::
DESCRIPTION OF THE FLAT HEREIN SOLD WITH POSSESSION

ALL THAT One **Residential Flat** bearing **Flat No. 1A**, measuring more or less **728** (Seven hundred Twenty Eight) **Sq. Ft. Super Built up area** on the **First Floor**, at the **South-West Facing** consisting of **Two Bed Rooms, One Drawing cum Dining, One Kitchen, One W.C, One Toilet and One Balcony**, comprised of **Straight-II Storied building** named as **PERFECT HOUSE Together-with undivided proportionate** share of the land herein above described in **Schedule-A** property now lying within the limits of **Rajpur Sonarpur Municipality, Ward No. 30** under

Holding No.297, Kalitala Road, P.S. Narendrapur (Sonarpur) and **A.D.S.R. Office:- Garia, Kolkata-700084, District: South-24 Parganas Together-with** right to use Common areas, Common facilities, Common amenities, easement and quasi-easement rights attach to the said Flat and said Holding or Building mentioned above, here-in-after collectively called the **Sold Property**.

The Sketch Plan of the **SAID FLAT** herein sold is annexed herewith demarcated by **RED Border** line which will be treated as part and parcel of this **Deed of Conveyance**.

THE SCHEDULE –C ABOVE REFERRED TO COMMON AREAS

- 1** Land underneath the building and statutory open spaces.
- 2** Stair and stair case
- 3** Stair case above the roof level.
- 4** Common Passage and lobby on the ground floor.
- 5** Water pump, Over Head and under-ground water tank, water pipes and other common plumbing installations.
- 6** Drainage and Sewerage.
- 7** Boundary walls and main gates.
- 8** The roof should be treated as common areas to all the purchasers of the flats in the said Holding and such common right shall be used and enjoyed of the respective flat owners of such separate blocks.

THE SCHEDULE -"D" ABOVE REFERRED To COMMON EXPENSES

- 1** All costs of maintenance operating replacing, while washing painting, rebuilding, reconstructing decorating, redecorating and lighting the common parts and also the outer walls of the building.
- 2** The salaries of all persons employed for same and any other purposes.
- 3** Insurance premium for insuring that building against earthquake, fires, lighting, Mob damage, civil commotion etc.
- 4** All charges and damages for occupiers for common utilities.
- 5** Municipal tax and other outgoing save those separately assessed on the respective units from the date of possession.
- 6** Cost and charges of establishments for maintaining of the land building and watch and ward staff.

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

SIGNED, SEALED & DELIVERED
BY THE PARTIES AT KOLKATA-700084

WITNESS

1.

SIGNATURE OF THE VENDORS

As Attorneys On behalf of the Land Owner

SRI ASISH DAS GUPTA , SRI SUBHASISH DAS GUPTA
SRI DEBASISH DAS GUPTA , SMT BANNYA MAJUMDER
nee DAS GUPTA

For, M/S. PERFECT ENTERPRISE
THE PARTY OF THE FIRST PART

1.

2.

SIGNATURE OF THE PURCHASERS

PARTY OF THE SECOND PART

SIGNATURE OF THE DEVELOPER

FOR, M/S. PERFECT ENTERPRISE

THE PARTY OF THE THIRD PART

Drafted by:

Sajal Kumar Bhattacharyya,
Advocate, EN NO: W.B.-1770/2001
Alipore Police Court, Kol-27

Printed by:

Kuntal Bose ,
Kolkata -700 154

MEMO OF CONSIDERATION

Received with thanks from within named _____ MAITY son _____, the full Consideration of Rs. Only, against the sale of a Residential Flat mentioned in the SCHEDULE-B and payments are made by this Deed of Conveyance as follows :-

Date	Demand Pay No.	Bank with Branch	Amount
			Total : Rs.
.....			

Received with thanks Rs. Only

WITNESSES:

1)

M/S. PERFECT ENTERPRISE

Partner

SIGNATURE OF THE DEVELOPER
FOR, M/S. PERFECT ENTERPRISE
THE PARTY OF THE THIRD PART