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DEED OF CONVEYANCE

(SALE DEED)

THIS DEED OF CONVEYANCE made this day of 2024
BETWEEN SUNGLOW CAPITAL VENTURES, (PAN-ADXFS2264A), a
registered partnership business having its registered office at 54A, Sarat
Bose Road, Unit 3A, 3 rd Floor, Arrjavv Park, Police station Ballygunge,
Kolkata 700 025, hereinafter referred to as **OWNERS/ FIRST PARTY**
(which expression shall unless excluded by or repugnant to the context

For PRATTAY

Partho Sarathi Das
Proprietor

be deemed or to mean their respective heirs/Predecessors-in-interest/representatives and Assigns) of the **FIRST PART.** The Owner is represented by **CONSTITUTED ATTORNEY M/S PRATTAY** a Proprietorship business having its office at 32, Old Ballygunge 1st Lane, under Police Station Karaya within limit of Kolkata Municipal Corporation, Kolkata – 700019 represented by **Proprietor SRI PARTHO SARATHI DAS**, (PAN DUBPD5374L) (MOB No 8240997464) (ADHAR no xxxxxxxx 8803) son of Sri. Prasanta Kumar Das, by faith Hindu, at present residing at 32, Old Ballygunge 1st Lane, under Police Station Karaya, Kolkata – 700019; power of attorney registered at A.D.S.R. Alipore and entered in Book1, volume 1605-2024, pages 23374 TO 23391, being no 160500564, for the year 2024

AND

M/S PRATTAY a Proprietorship business having its office at 32, Old Ballygunge 1st Lane, under Police Station Karaya within limit of Kolkata Municipal Corporation, Kolkata – 700019 represented by **Proprietor SRI PARTHO SARATHI DAS**, (PAN DUBPD5374L) (MOB No 8240997464) (ADHAR no xxxxxxxx 8803) son of Sri. Prasanta Kumar Das, by faith Hindu, at present residing at 32, Old Ballygunge 1st Lane, under Police Station Karaya, Kolkata – 700019 and, hereinafter called and referred to as **the DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heir/heirs executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

For PRATTAY
Partho Sarathi Das
Proprietor

(1) **MR.**son of....., (PAN-.....)
(AADHAR-.....) (Mob-.....) by nationality Indian, by religion Hindu,
by occupation service, at present residingRoad, Kolkata
700....., Police Station (2) **MRS.**....., wife
of....., (PAN-.....) (AADHAR-.....) (Mob-.....) by
nationality Indian, by religion Hindu, by occupation service, both at present
residingRoad, Kolkata 700....., Police Station
.....hereinafter called and referred to as the **PURCHASERS** (which
expression shall unless excluded by or repugnant to the context be deemed to
mean and include their legal heir/heirs executors, administrators, legal
representatives and assigns) of the **THIRD PART**

WHEREAS one Ramesh Chandra Nandi alias R.C. Nandi, since deceased,
became the Owner of **ALL THAT** piece or parcel of land measuring 8 (eight)
Cottahs, 9 (nine) Chittacks, and 8 (eight) Sq. feet. be the same a little more or
less being municipal premises no 87/12/56A, Raja Subodh Chandra Mullick
Road, previously Jadavpore, now under Police Station Netaji Nagar, within the
limits of Kolkata Municipal Corporation Ward No. 99, Kolkata – 700047, by
purchase from one Piyaru Ahamad Miya AND Abedon Nicha Bibi on 26-04-
1961. The said deed was executed and registered at the office of the Joint Sub
Register of Alipore at Behala, and was entered in Book-1, volume -40, at pages
25 to 29, being no 1747 for the year 1961;

For PRATTAY

Partho Sanathi Das
Proprietor

AND WHEREAS the said Ramesh Chandra Nandi after purchase constructed a two-storied building thereupon having **2449 Sq feet (ground floor 1229; first floor 1220sq feet)** of built- up area more or less and started residing there with his wife and children. **Subsequently to augment income in the back side 1263 sq feet shed having tin roof only was erected to rent out for car parking at night only.**

AND WHEREAS the said original owner Ramesh Chandra Nandi died intestate on 26/03/1975 leaving behind Nivanani Nandi (Wife), and three daughters Ms. Himani Dutta, Ms. Minati Dutta Chowdhury, and Ms. Geeta Dutta, and three sons. Mr. Biresch Chandra Nandi, alias Biren Chandra Nandi, Mr. Tejesh Chandra Nandi; and Mr. Aparesh Chandra Nandi, as his heirs and/or legal representatives who thus inherited the aforesaid immovable property being land with two storied building standing thereupon at and being premises no- 87/12/56A, Raja Subodh Chandra Mullick Road, Kolkata- 700047.

AND WHEREAS MS Minoti Dutta Choudhury daughter of R.C. Nandi died intestate leaving behind two sons Mr. Amitava Dutta Choudhury and Avijit Dutta Choudhury, as her legal heir to inherit her share in the said property.

AND WHEREAS Mr. Biresch Chandra Nandi, alias Sri Biren Chandra Nandi, Sri Tejesh Chandra Nandi, Sri Aparesh Chandra Nandi the sons and legal heir of Late Ramesh Chandra Nandi jointly filed a Partition Suit before the Learned 3rd Court of Subordinate Judge, now known as Learned 3rd Court of Civil Judge Senior Division at Alipore being Title Suit No- 42 of 1980 against Nivanani Nandi their Mother, and sister Himani Dutta, Geeta Dutta and Amitava Dutta Choudhury and Avijit Dutta Choudhury Son of Late Minati Dutta Choudhury.

For PRATTAY

Partho Sarathi Das
Proprietor

AND WHEREAS that the aforesaid parties thereafter settled their dispute amicably out of Court and this entered into a compromise and filed a compromise petition in the said Title Suit No- 42 of 1980 praying for passing of the final decree in terms of the said compromise.

AND WHEREAS by virtue of the said compromise decree passed on 28-03-1980 the aforesaid property being premises no- 87/12/55A Raja Subodh Chandra Mullick Road was allotted to the plaintiffs' the sons of Late Ramesh Chandra Nandi but Amitava Dutta Choudhury and Avijit Dutta Choudhury the legal heirs of Minati Dutta Choudhury and sisters Himani Dutta and Geeta Dutta and mother Niva Rani Nandi got Owelty Money in lieu of their share.

AND WHEREAS by virtue of the aforesaid final decree passed in Title Suit No- 42 of 1980 the aforesaid three sons Mr. Biresh Chandra Nandi, alias Sri Biren Chandra Nandi, Sri Tejesh Chandra Nandi, Sri Aparesh Chandra Nandi being the exclusive owners of the aforesaid property which is also **DESCRIBED IN SCHEDULE A BELOW** were in peaceful possession of the same as per their allotments made in the said final decree That subsequently the second floor was constructed/ added having built-up area 1220 sq feet, more or less.

AND WHEREAS Tejesh Chandra Nandi died intestate on 06-01-2010 leaving behind his widow Smt. Shila Nandi mother of Vendor no-3 and one son Sandip Nandi as his own only heir and successors to inherit his shares in the said property which is also described **IN SCHEDULE A** below

For PRATTAY
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Proprietor

AND WHEREAS Biresh Chandra Nandi died intestate on 26-05-2010 leaving behind his widow Smt. Pratima Nandi and one son Sri Debasish Nandi as his only heirs and successors to inherit his share in the said property which is also described in the schedule below.

AND WHEREAS since there was a final decree for partition in between the aforesaid sons of late Ramesh Chandra Nandi though by the said partition the aforesaid property could not be effectively divided as there was/ is no mention of use or enjoyment all amenities attached /lying in the said property such as drain overhead underground water tank pump room electric meter space staircase side space of the building, so also the main entrance for egress and ingress etc; thus the parties decided that for better enjoyment and or to have effective utilization of the aforesaid property it would be convenient to put the property revert to a single unit and go in reconstruction of the building; thus Smt. Shila Nandi ,and Sandip Nandi executed and registered a deed of gift in favour of Mr. Aparesh Chandra Nandi/,Smt. Pratima Nandi and Debasish Nandi on 19-12-2021, transferring 6 (six) chittacks of land from their allotment. The said deed was registered at office of the Sub Registrar III at Alipore South 24 Parganas and recorded in book -I, volume 1603-2021, pages- 419069, to 419096 Being No. 160313358, for the year 2021 and thereafter applied for a fresh mutation for the same.

AND WHEREAS in pursuance to the said application made by Smt. Shila Nandi. Sri Sandip Nandi, Smt. Pratima Nandi, Sri Debasish Nandi and Sri Aparesh Chandra Nandi before the Kolkata Municipal Corporation for fresh mutation and the Kolkata Municipal Corporation accordingly considered the aforesaid

For PRATTAY

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Proprietor

deed of gift as amalgamation and granted mutation certificate of the amalgamated premises being no. 87/12/56A Raja Subodh Chandra Mullick Road Kolkata and a fresh **Assessee No. 210990501166.**

AND WHEREAS Sri Sandip Nandi, Smt. Pratima Nandi, Sri Debasish Nandi and Sri Aparesh Chandra Nandi and Shila Nandi now deceased to put the said property into more effective utilization had entered into a Development agreement on 22-12-2021 with M/S SREERAM CONSTRUCTION A proprietorship concern which was registered in the office of the District Sub Registrar-III, Alipore South 24 Parganas and entered in Book-1, volume 1603-2022, pages from 37989 to 38038, being no 160313575 for the year 2021; AND ALSO executed and registered a Development Power of Attorney on 25-12-2021, in favour of M/S SREERAM CONSTRUCTION, the said Development Power of Attorney and was registered in the office of the District Sub Registrar-III, Alipore South 24 Parganas and entered in Book-1, volume 1603-2022, pages from 44065 to 44101, being no 160313722 for the year 2021.

AND WHEREAS after a short period of time due to difference of opinion and dispute arose in the matter of going forward with the development work as a result Sri Sandip Nandi, Smt. Pratima Nandi, Sri Debasish Nandi and Sri Aparesh Chandra Nandi and the said Developer M/S SREERAM CONSTRUCTION decided to end the matter of development of the said property and thus cancelled both the Development Agreement and the Development Power of Attorney, and an Cancellation of Development agreement was executed on 8th July 2023 which was registered in the office of the District Sub Registrar-III, Alipore South 24 Parganas and entered in Book-1, volume 1603-2023, pages from 277142 to

For PRATTAY

Pratibha Sarathi Das
Proprietor

277157, being no 160309962 for the year 2023 and simultaneously the Revocation of Development Power of Attorney was also executed on the same date and was registered in the office of the District Sub Registrar-III, Alipore South 24 Parganas and entered in Book-IV, volume 1603-2023, pages from 7952 to 7965, being no 160300453 for the year 2023.

AND WHEREAS the said joint owners have been living separately had decided to sell off the said property described in the **SCHEDULE A** below to the intending purchaser herein at a fair market price.

AND WHEREAS the above mentioned First party after coming to know about the aforesaid proposal to sell the scheduled property expressed its intention to buy the same **at a price of Rs 2, 52, 00,000/- (rupees two crore Fifty two lakhs) only being the final price fixed** subject to the condition that the said property is found free from encumbrances, charges, claims or liens whatsoever and the property subject to being found to have a marketable title. The said offer was accepted by the said Sri Sandip Nandi, Smt. Pratima Nandi, Sri Debasish Nandi and Sri Aparesh Chandra Nandi and accordingly the First Party on 20th February 2024 purchased the said property described in **SCHEDULE A** below and took delivery of possession. The said deed was registered at ADSR Alipore South 24 Parganas and entered in Book-1, Volume 1605 2024 pages 13503 to 13533 Being/deed no 160500301 Year 2024.

AND WHEREAS the First Party /Owner after purchase while being in possession mutated its name in the Kolkata Municipal Corporation and is given **Assessee No. 210990501166**

For PRATTAY

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Proprietor

AND WHEREAS the Party of the First Part herein decided to develop the property to construct a G+4 storied building and entrusted the work to a financially sound and skilled Developer AND the Second Party herein who agreed to promote/ develop/ construct upon the said property described in **SCHEDULE A** below under terms, conditions and stipulations set forth herein.

AND WHEREAS the aforesaid owners, First Party herein being satisfied on the representation of the **DEVELOPER** herein and ultimately decide to engage or appoint the **DEVELOPER** herein to complete the construction of the proposed building

AND WHEREAS the Owner while seized and possessed of the said land and building intended to construct a multi storied building on the said plot of land described in **SCHEDULE A** entered into an Development agreement with **M/S PRATTAY the SECOND PART herein** for construction of a **G+4 storied** building upon the land described in Schedule "A" below on 27th March, 2024 The said Development agreement was registered in A.D.S.R. Alipore South 24 Parganas, and entered in Book1, volume 1605-2024, pages 23329 TO 23373, being no 1605000561, for the year 2024.

AND WHEREAS THE Owner in terms of the Development agreement had also on 27th March, 2024 executed and registered a Development Power of Attorney. The said Power of Attorney was registered at A.D.S.R. Alipore and entered in Book1, volume 1605-2024, pages 23374 TO 23391, being no 1605000564, for the year 2024.

AND WHEREAS the Developer thereafter applied for sanction of the plan of the proposed G+4 storied building consisting of 3(three) nos of flats in each

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floor total no 12(twelve) of flats before the Kolkata Municipal Corporation and the KMC on 27th November 2024 sanctioned the plan being B.P. No 2024100190 Be it mentioned here that there is an unused/un-utilized F.A.R. and for that the Second Party/ Developer is taking steps to amend the building plan for construction of additional floor upon the existing G+4 storied building.

AND WHEREAS the Developer thereafter applied for registration of the development and or construction of proposed G+4 storied building consisting of 12 (twelve) nos of flats before the R.E.R.A. Kolkata and the same is registered being no WBRERA/KOL/2024/.....

AND WHEREAS the Developer after receipt of the sanction plan applied for demolition of existing building standing upon **SCHEDULE "A"** property and the KMC granted work commencement order and the old building was demolished in total (including removal of plinth) and entire building material is removed from site. The Developer there after commenced with the construction of the proposed new **G+4** storied building as per plan. That there is an unused/un-utilized F.A.R. and for that the Second Party/ Developer is taking steps to amend the building plan for construction of additional floor upon the existing G+4 storied building; then in that event the building shall be G+5

AND WHEREAS the Developer has decided to transfer the Developer's allocation as stated in the aforesaid Development agreement to prospective buyers at market price.

AND WHEREAS Third Party after coming to know of the intension of the Second Party offered to Purchase **ALL THAT flat being no in the First or**

For PRATTAY
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second floor eastern/western side , measuring aboutsq feet super built area and built up area including cup board, bath + privy and balcony and sq feet carpet area excluding bath + privy and balcony and one covered car parking space having an area 135 sq feet under the building (which is part of the Developer's allocation) which is described in SCHEDULE B BELOW at municipal premises no 87/12/56A, Raja Subodh Chandra Mullick Road, now under Police Station Netaji Nagar, within the limit of Kolkata Municipal Corporation Ward No. 99, Kolkata – 700047, mailing address A/24, Ramgarh Colony, Post Naktala, P.S. Netaji Nagar, Kolkata 700 047, together with common areas described in SCHEDULE C and common rights described in SCHEDULE D hereunder at a price of Rs/-(rupeescrorelakhs)+ G.S.T at the rate of 5% amounting to Rs/-(rupees.....) for the flats and car parking space, total rupees/-(rupees.....) only free from all encumbrances' and charges.

The Developer and Vendor herein found the offer to be the highest had accepted the offer, and the parties hereto and hereunder agree on the terms and conditions mentioned below. Be it mentioned here if in future any such other tax or higher GST or cess is declared to be paid to either the State of West Bengal or Government of India (Central govt) then the Purchaser shall have to pay such other tax or cess as applicable.

AND WHEREAS The Developer had handed over authenticated copies of all documents in his possession, and copy of building sanction plan, and copy of paid Tax receipt issued by KMC, to the Purchaser to make necessary searches in Register offices and other places to be satisfied with the title of the Vendor

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and to ascertain that the flat and the car parking space which is **more fully described in SCHEDULE "B"** below is free from encumbrances. The Purchaser has also taken physical inspection of the said flat and the car parking space which is more fully described in **SCHEDULE "B" below**, and is satisfied with the layout of the flat and the position of car parking space and after being satisfied had intimated the Developer of their intention to enter into an agreement for sale.

AND WHEREAS THE Purchasers being satisfied with the title of the **OWNER FIRST PARTY** with regard to the **SCHEDULE A** property and the Developer's **SECOND PARTY RIGHT TO CONSTRUCT** a new building upon the **SCHEDULE A** Property had entered into an **AGREEMENT FOR SALE** on to Purchase **ALL THAT** flat being no in the First or second floor eastern side, measuring about sq feet super built area and 750 built up area including cup board, bath + privy and balcony and 590 sq feet carpet area excluding bath + privy and balcony and one covered car parking space having an area 135 sq feet under the building (which is part of the Developer's allocation) which is described in **SCHEDULE B BELOW** at municipal premises no 87/12/56A, Raja Subodh Chandra Mullick Road, now under Police Station Netaji Nagar, within the limit of Kolkata Municipal Corporation Ward No. 99, Kolkata – 700047, mailing address A/24, Ramgarh Colony, Post Naktala, P.S. Netaji Nagar, Kolkata 700 047,, together with common areas described in **SCHEDULE C** and common rights described in **SCHEDULE D** hereunder at a price of Rs/-(rupeescrorelakhs)+ G.S.T at the rate of 5% amounting to Rs/-(rupees.....) for the flats and car parking space,

For PRATTAY

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Proprietor

total rupees/-(rupees.....) only free from all encumbrances' and charges, on the terms and conditions mentioned in the said **AGREEMENT FOR SALE**. The said agreement for sale was registered in the office of and entered in Book..... being deed no for the year 202.....

AND WHEREAS the building is complete, the DEVELOPER have also completed the Drainage as per direction/ sanction of KMC and applied for completion certificate before the K.M.C. and the officers after thorough inspection of the building and tallying the same with the sanction plan had on issued **COMPLETION CERTIFICATE** being no.....

AND WHEREAS the Purchasers as per the terms of the agreement for sale have paid the consideration/ sale price on time which is written in the **MEMO OF CONSIDERATION** below.

AND WHEREAS the construction of the building is complete and the SECOND PARTY after receipt of the completion certificate has informed Purchasers and requested them to pay the balance consideration and get the **DEED OF CONVEYANCE** registered in their name simultaneously take possession of the flat and the car parking space as mentioned in **SCHEDULE B** below; the Purchasers herein after being informed by the **DEVELOPER/ SECOND PARTY** that the building is complete and that the K.M.C has issued Completion certificate had on taken inspection of the **SCHEDULE B** property and being satisfied had fixed a date for execution and registration of the formal deed of conveyance in their favour and payment of the last installment of the sale price/ balance consideration.

For PRATTAY

Pantho Savathi Das
Proprietor

NOW THIS INDENTURE WITNESSES TH AS FOLLOWS:

- I. In consideration of the **BALANCE SUM** OF Rs.....(rupeesLakh) paid by the Purchaser to the Developer/Confirming Party to day out of the total consideration of Rs (rupees Lakh) simultaneous to execution of this deed and the rest amounting to Rs (Rupeeslakh) paid earlier as per agreement whose details is given in Memo below being the total sale value of **ALL THAT flat being no in the First or second floor eastern/western side, measuring aboutsq feet super built area and built up area including cup board, bath + privy and balcony and sq feet carpet area excluding bath + privy and balcony and one covered car parking space having an area 135 sq feet under the building (which is part of the Developer's allocation) which is described in SCHEDULE B BELOW at municipal premises no 87/12/56A, Raja Subodh Chandra Mullick Road, now under Police Station Netaji Nagar, within the limit of Kolkata Municipal Corporation Ward No. 99, Kolkata – 700047, mailing address A/24, Ramgarh Colony, Post Naktala, P.S. Netaji Nagar, Kolkata 700 047, hereunder written with common right facilities and easements as mentioned in **SCHEDULE "C" and "D"** and common expenses payable in respect of the said flat and car parking space which is given in **SCHEDULE "E"** below and proportionate share of land described in **SCHEDULE "A" being** Municipal premises no 87/12/56A, Raja Subodh Chandra Mullick Road, now under Police Station Netaji Nagar, within the limit of Kolkata Municipal Corporation Ward No. 99, Kolkata – 700047, mailing address A/24, Ramgarh Colony, Post Naktala, P.S. Netaji Nagar, Kolkata 700 047; (receipt whereof the Developer /Confirming Party do hereby as also by the Receipt and Memo hereunder written admit and**

For PRATTAY
Partho Sarathi Das
Proprietor

acknowledge) and on the payment of the same, forever release, discharge and acquit the Purchasers and the said Unit the right and properties appurtenant thereto of the said Unit and the proportionate share in the common areas respectively the Vendor and the Developer/Confirming Party respectively do and each of them doth hereby grant, sell, convey, transfer, assign and assure unto the Purchasers **ALL THAT** the undivided impartible proportionate share in the land more fully described in **SCHEDULE "A"** hereto **TOGETHER WITH** the said Unit more fully described in the **SCHEDULE "B"** hereto and delineated on the **Map marked and bordered in colour "RED" thereon , INCLUDING** proportionate share in the Common areas facilities and Easements more fully described in the **SCHEDULE "C"** hereto in common with the Co - Owners and/or occupiers of the Building **AND TOGETHER WITH** the proportionate share and/or benefit of the Plans relating to the said Unit **AND TOGETHER WITH** all rights appurtenant thereto which are all hereunder as well as herein before collectively called the **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO AND** the reversion or reversions, remainder or remainders and the rents, issues and profits of the said Unit and the right title properties and appurtenant attached thereto and other rights hereby conveyed **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor and Developer/Confirming Party into or upon said Unit and the right and properties therein comprised and hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **AND TOGETHER FURTHER WITH** all rights liberties and appurtenances

For PRATTAY

Partho Sarathi Das

Proprietor

whatsoever **TO AND UNTO** the Purchasers free from all encumbrances trusts liens lispendences and attachments whatsoever **AND TOGETHER FURTHER WITH AND SUBJECT TO** the easements or quasi-casements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the said Premises the land and the Building by the Purchasers and the Co- owners as mentioned in the **SCHEDULE "D"** hereto **TO HAVE AND TO HOLD** the said **Unit** and the rights and properties appurtenant thereto and all other benefits and rights hereby granted, sold conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever **SUBJECT TO** the covenants and the rules and regulations framed by the Flat Owners Committee/ Associations subsequently formed **AND ALSO SUBJECT TO** the Purchasers paying and discharging all taxes impositions and other common expenses relating to the said premises proportionately and the said Unit and the right and properties appurtenant thereto wholly details whereof are fully mentioned in the **SCHEDULE "E"** hereto.

II. THE VENDOR AND THE DEVELOPER/CONFIRMING PARTY DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:

- i. **THAT** the interest which the Vendor and the Developer/Confirming Party do hereby profess to transfer subsists and that the Vendor and Developer/Confirming Party have the sole right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchasers the said Unit and the rights and properties appurtenant thereto **TOGETHER WITH** the benefits, rights and properties hereby sold and

For PRATTAY
Rajesh Sarathi Das
Proprietor

conveyed.

- ii. **AND THAT** the Vendor and Developer/Confirming Party shall at all times hereafter indemnify and keep indemnified , safe and harmless the Purchasers against all defect in title to the said Unit and the right title properties and appurtenant attached thereto and all the benefits rights and Properties hereby sold and losses damages, costs and expenses they may be obliged to incur by reason of any defect, flaw or deficiency in the title of the Vendor to the said Unit and rights and properties appurtenant thereto or any mistake or deficiency in the title of the Vendor on the extent description or other particulars or the said Unit and Rights And Properties Appurtenant Thereto,
- iii. **AND THAT** it shall be lawful for the Purchasers from time to time and at all time hereafter to enter into and upon and to use, hold and enjoy the said Unit and the rights and properties appurtenant thereto and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof without any interruption disturbances claim or demand whatsoever from or by the Vendors or any person or persons claiming through under or in trust for the Vendors unless otherwise expressly mentioned herein AND freed and cleared from and against all manner of encumbrances trusts, liens and attachments whatsoever **SAVE** only those as are expressly contained herein.
- iv. **AND THAT** the Vendor and Developer/Confirming Party shall from time to time and at all times hereafter upon every request and at the costs of the Purchasers make, do acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things

For PRATTAY

Partho Sarathi Kar
Proprietor

whatsoever for further better or more perfectly assuring the said Unit and the rights and properties appurtenant thereto **TOGETHER WITH** the benefits rights and properties hereby granted unto the Purchaser in the manner aforesaid.

- v. **AND THAT** the Vendor's predecessors in title, and/or the Association of the Flat owners of the Building shall unless prevented by fire or some other irresistible force from time to time and at all times hereafter upon reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to the Purchasers' attorneys or agents or before or at any trial, commission, examination, tribunal, board or authority for inspection or otherwise as occasion shall require the original Title Deeds of the said Premises which are presently in the possession of the Vendors or the Association of the Flat Owners and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other copies or extracts there from as the Purchasers may require and shall in the meantime keep the same safe un obliterated and un-cancelled.
- vi. **AND THAT** the Vendor and Developer/Confirming Party shall not do anything or make any grant or term, whereby the rights of the Purchasers hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the right available to the Purchasers as Purchasers and as a Co-Owner hereunder.
- vii. **AND FURTHER THAT** the Vendor and the Developer/Confirming Party shall duly fulfill and perform all their obligations and covenants contained elsewhere herein.

III. **THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDOR AND**

For PRATTAY
Partho Sarathi Das
Proprietor

CONFIRMING PARTY THAT the Purchasers shall observe, fulfill and perform the rules , regulations and covenants and the rules and regulations framed by the Flat Owners Committee/ Associations subsequently formed and what has been mentioned in **SCHEDULE "F"** hereto and to regularly pay and discharge all taxes, impositions and all other outgoings on and in connection with the said Unit wholly and the Common Areas and/or the Building proportionately including the Common Expenses described in **SCHEDULE E.**

IV PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

- i) **THAT** the said Unit in terms hereof has been constructed, completed and made tenantable and vacant possession thereof has been delivered by the Developer/Confirming party and received by the Purchaser.
- ii) **AND THAT** the Purchaser neither have nor shall claim from the Vendor and/or the other Co-owners any right title or interest in any other part or portion of the land and/or the Building **SAVE** the said Unit being **ALL THAT** flat being no in the First or second floor eastern/western side , measuring aboutsq feet super built area and built up area including cup board, bath + privy and balcony and sq feet carpet area excluding bath + privy and balcony and one covered car parking space having an area 135 sq feet under the building (which is part of the Developer's allocation) which is described in **SCHEDULE B BELOW** (which is part of the Developer's allocation) at **Municipal premises no 7/12/56A, Raja Subodh Chandra Mullick Road, now under Police Station Netaji Nagar, within the limit of Kolkata Municipal**

For PRATTAY
Partho Sarathi Das
Proprietor

For PRA .
Proprietor

Corporation Ward No. 99, Kolkata – 700047, mailing address A/24, Ramgarh Colony, Post Naktala, P.S. Netaji Nagar, Kolkata 700 047,; as mentioned in the **SCHEDULE B** hereunder written with common right and interest over the common passages, stairs, structure, drains, sewerage as mentioned in **SCHEDULE C** including all common facilities and proportionate share of land described in **SCHEDULE A** hereunder and Easements attached thereto described in **SCHEDULE D** and the right title properties and appurtenant attached thereto and the benefits rights and properties hereby sold and conveyed and the Vendors shall be entitled to deal with the same in any manner whatsoever and the Purchaser shall not be entitled to any claim from the Vendors or other Co-Owner thereof:

- iii) **AND THAT** the Purchasers neither is entitled to nor shall claim the partition of their undivided proportionate share in the land and Common Areas of the Building viz roof, staircases, lobbies, pumps, motors , lights , etc.

SCHEDULE "A" ABOVE REFERRED TO :

DESCRIPTION OF LAND

ALL THAT G+4 storied building named NAVYA having 12 (twelve) flats in total standing on ALL THAT piece or parcel of land measuring 8 (eight) Cottahs 9 (nine) Chittaks and 8 (eight) Sq. ft. be the same a little more or less within municipal premises no 87/12/56A, Raja Subodh Chandra Mullick Road, now under Police Station Netaji Nagar, within the limit of Kolkata Municipal Corporation Ward No. 99, Kolkata – 700047, mailing address A/24, Ramgarh Colony, Post Naktala, P.S. Netaji Nagar, Kolkata 700 047, District 24-Parganas

For PRATTAY
Partho Sarath Das
Proprietor

(South), Touji no-56, J.L. 33, Mouza Raipur Gram, C.S. Khatian no- 498, being demarcated portion of C.S. Dag no 982/1353 Assessee No. 210990501166 which is butted and bounded as follows :

On The North: By C.S. Plot No- 983

On The South: By 32.7 Feet Wide K.M.C. Road

On The East: By C.S. Plot No 1353 Part

On The West: By C.S. plot no 982.

THE SCHEDULE "B" ABOVE REFERRED TO

ALL THAT being no in the First or second floor eastern/western side , measuring aboutsq feet super built area and built up area including cup board, bath + privy and balcony and sq feet carpet area excluding bath + privy and balcony and one covered car parking space having an area 135 sq feet under the building (which is part of the Developer's allocation) at municipal premises no 87/12/56A, Raja Subodh Chandra Mullick Road, now under Police Station Netaji Nagar, within the limit of Kolkata Municipal Corporation Ward No. 99, Kolkata – 700047, mailing address A/24, Ramgarh Colony, Post Naktala, P.S. Netaji Nagar, Kolkata 700 047, District 24-Parganas (South), Touji no-56, J.L. 33, Mouza Raipur Gram, C.S. Khatian no- 498, being demarcated portion of C.S. Dag no 982/1353 Assessee No. 210990501166 together with common areas described in SCHEDULE C and common rights described in SCHEDULE D Marked with RED BORDER in the Annexed Plan.

THE SCHEDULE "C" ABOVE REFERRED TO

For PRATTAY

Partho Sarathi Das

Proprietor

[DESCRIPTION OF COMMON AREAS AND FACILITIES]

1. The Land on which the building is situated and ultimate roof and all side space in and around the building.
2. All appurtenances, easements, attached to the land and building.
3. The foundations, columns, girders, beams, support, main wall, lobbies, stair, stairways boundary wall, entrances and exits of the building.
4. All common passages to and from the building; security room.
5. Installation of Common Services.
6. Drains, pipes sewerage etc.
7. Water reservoirs – both used Ground and over head.
8. Water pipe lines from the Corporation's main underground reservoir and thereafter to the overhead tank and pipes from the overhead tank to the different flats.
9. Electric installation and electric wiring up to the different flats.
10. Pump motors for lifting water to the overhead tank
11. Lift – 5 Persons with requisite License.
12. CCTV connection.
13. Intercom connection.

For PRATTAY
Partho Sarathi Das
Proprietor

THE SCHEDULE "D" ABOVE REFERRED TO :

COMMON RIGHTS

The right of passage in common areas for entry and exit as aforesaid and of electricity water to and from and to the said unit through pipes drains wires and conducts lying or being in under through or over the land and building so far as may be reasonably necessary for the beneficial occupation of the said unit and for all purposes whatsoever connected therewith.

THE SCHEDULE "E" ABOVE REFERRED

COMMON EXPENSES

- 1) The expenses of maintaining repairing redecorating renewing the main structure and particularly the drainage system ram water discharge and arrangements water supply and arrangement for supply of electricity and all common areas mentioned in the Schedule hereto.
- 2) The cost of working and maintenance and repairing of pumps and common lights and service charge.
- 3) All expenses of common service and in connection with common areas and facilities.
- 4) Such other expenses as are necessary for or incidental to the maintenance and upkeep of the premises and of the common areas facilities and amenities.

IN WITNESS WHEREOF all the parties hereto have set and subscribed in their signature and seals the day, month and year first above written.

For PRATTAY
Partho Sarathi Das
Proprietor

~ 24 ~

Signed And Delivered

In presence of

1.

Signature of the Vendor/ Owners

Represented by Power of Attorney

Holder and Developer.

2.

Drafted by me and

Signature of the Developer.

Prepared in my office

(SURJA PRASANNA BASU)

Advocate (REG no WB 729/1985)

Signature of the Purchaser no-1.

Room no 5, Alipore Bar Association

16 Judges Court Road, Kolkata 700 027.

Signature of the Purchaser no-2.

MEMO OF CONSIDERATION

For PRATTAY

Partho Sanyal Das
Proprietor

~ 25 ~

Received the sum of **Rs.....,00,000/-** /-+ **G.S.T at the rate of 5% amounting to.....,000/-** **total Rs.....,000/-** (total Rupees.....) only

By cheque/N.F.T. no-..... dated

Drawn/sent from Bank Branch

As part consideration as per above recital.

For PRATTAY

Partho Sanath Das

Proprietor

.....
Signature of the Developer