

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of ,
20..... (Two Thousand and Twenty) A.D.

BETWEEN

(1)MR. BISWA NATH DOLUI (PAN-ARNPD2920J, Aadhaar No.- 9833 7828 1591), son of Late Bijoy Dolui and Late Anna Dolui, by Occupation- Self-employed, residing at 26, Green Park, Block-B, Post office and Police Station-Lake Town, Kolkata-700089, District- North 24-Parganas **(2) MR. BIMAN ROY (PAN-ADEPR2483H, Aadhaar No.- 9397 7420 9507),** son of Late Jadu Roy, by Occupation-Business, residing at Sangam Villa, 387, Sarada Pally, Post office- Bangur Avenue, Police Station-Lake Town, Kolkata-700055, District- North 24-Parganas, **(3) MR. DIBENDU DUTTA (PAN-AGGPD3753P, Aadhaar No.-2043 2603 0136),** son of Late Shanti Ranjan Dutta, by Occupation-Service, residing at 44, Green Park, Block-B, Post office and Police Station-Lake Town, Kolkata-700089, District- North 24-Parganas, **All** by faith- Hindu, by Nationality- Indian, hereinafter jointly referred to and called as the **‘VENDORS/ LANDOWNERS’** (Which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, administrator, legal representatives and assigns) of the **FIRST PART;**

The Vendor No. 1 and Vendor No.2 are represented by their Constituted Attorney **DCS LANDMARK DEVELOPERS PRIVATE LIMITED (PAN-AAGCD5503N),** a Private Limited Company, registered under the Indian Companies Act, 2013, having its registered office at Neelkusum Apartment, 932A/83, Jessore Road, Kalindi More, Room No. 16, Post Office and Police Station-Lake Town, Kolkata-700089, District- North 24-Parganas, represented by its Directors**(1)MR. ABHIJIT DUTTA (PAN-AFIPD7566F, Aadhaar No.-589165511394),** son of Late Alok Kumar Dutta, residing at 654, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, **(2)MR. BIJAN KUMAR DUTTA (PAN-AIFPD8224L, Aadhaar No.-792970441978),** son of Late Bijoy Kumar Dutta, residing at 472/A, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, **(3)MR. DEBYENDU CHAKRABORTY (PAN-AIBPC7570N, Aadhaar No.-231005740360),** son of Late Ramprasad Chakraborty, 384, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas,**(4)MR. KUNTAL SARKAR(PAN-AOTPS0510E,Aadhaar No.-603682985007),** son of Late Nikhil Chandra Sarkar, 359/1, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, all are by faith- Hindu, by Occupation- Business, by Nationality- Indian, by virtue of Development Power of Attorney dated 21/08/2024, which was duly registered in the office of the A.D.S.R. Cossipore

Dum Dum and recorded in Book No.-I, Volume No.-1506-2024, Pages from 266437 to 266458, being No.-150609021 for the year 2024.

AND

DCS LANDMARK DEVELOPERS PRIVATE LIMITED (PAN-AAGCD5503N), a Private Limited Company, registered under the Indian Companies Act, 2013, having its registered office at Neelkusum Apartment, 932A/83, Jessore Road, Kalindi More, Room No. 16, Post Office and Police Station-Lake Town, Kolkata-700089, District-North 24-Parganas, represented by its Directors **(1) MR. ABHIJIT DUTTA (PAN-AFIPD7566F, Aadhaar No.-5891 6551 1394)**, son of Late Alok Kumar Dutta, residing at 654, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, **(2) MR. BIJAN KUMAR DUTTA (PAN-AIFPD8224L, Aadhaar No.-7929 7044 1978)**, son of Late Bijoy Kumar Dutta, residing at 472/A, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, **(3) MR. DEBYENDU CHAKRABORTY(PAN-AIBPC7570N, Aadhaar No.-2310 0574 0360)**, son of Late Ramprasad Chakraborty, 384, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, **(4) MR. KUNTAL SARKAR (PAN-AOTPS0510E, Aadhaar No.-6036 8298 5007)**, son of Late Nikhil Chandra Sarkar, 359/1, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, all are by faith- Hindu, by Occupation- Business, by Nationality- Indian, hereinafter referred to and called as the **‘DEVELOPER’** (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its Directors, Successors-in-Office, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

(1) MR. (PAN-....., Aadhaar No.-.....), son of, by Occupation-, by faith-Hindu, by Nationality- Indian, residing at....., District-, State- West Bengal, hereinafter referred to and called as the **"PURCHASER"** (which terms and expressions shall unless excluded by or repugnant

to the context be deemed to mean and include his respective heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

WHEREAS one Krishna Chandra Adak, son of Late Girish Chandra Adak of 11, Goala Bagan, Patipukur was recorded owner in respect of **ALL THAT** piece and parcel of land measuring about 46 Decimals more or less, situated at Mouza- Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in C.S. Dag No.-2054, R.S. Dag No.- 5200, under C.S. Khatian No.-663, R.S. Khatian No.-1418, under S.R. Cossipore- Dum Dum, under P.S.- Dum Dum, District- 24- Parganas and also in other Dags and Khatians.

AND WHEREAS aforesaid Krishna Chandra Adak while was enjoying the same by virtue of a Registered Bengali Kobala Deed dated 24/07/1965 sold, conveyed and transferred a portion of his land in favour of (1) Sri Shakti Nath Moitra, son of Late Prafulla Nath Moitra, of 64, Jaipur Road, P.S.- Dum Dum, Calcutta-700030, District- 24- Parganas (2) Sri Manmatha Nath Basu, son of Late Bipradas Basu, of 55, Jaipur Road, P.S.- Dum Dum, Calcutta-700030, District- 24- Parganas (3) Sri Bhanwar Lal Bhanshali, son of Late HiraLal Bhanshali, of 436, G.T. Road North, P.S.- Golabari, District- Howrah and the said Deed was duly registered in the office of the S.R. Cossipore- Dum Dum and recorded in Book No.-I, Volume No.-90, Pages – 280 to 284, Being No.-6710 for the year 1965 against valuable consideration mentioned therein.

AND WHEREAS aforesaid Shakti Nath Moitra and Two others after getting this land divided the said land into different plots and also purchased land by a Registered Kobala Dated 13/11/1968 from Sri Ganesh Chandra Das for the purpose of passage, which leads to 16 feet wide Jawpur Road and situated at Mouza - Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in C.S. Dag No.-1717, R.S. Dag No.- 5186, under R.S. Khatian No.-1414, under S.R. Cossipore- Dum Dum, under P.S.- Dum Dum, District- 24- Parganas and subsequently aforesaid Shakti Nath Moitra and Two others by virtue of a Registered Bengali Kobala Deed dated 13/11/1968 sold conveyed and transferred **ALL THAT** piece and parcel of 01 Cottah 12 Chittacks 38 sq. ft. more or less, being Scheme Plot No.-19, situated at Mouza - Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in C.S. Dag No.-2054, R.S. Dag No.-5200, under C.S. Khatian No.-663, R.S. Khatian No.-1418, under S.R. Cossipore- Dum Dum, under P.S.- Dum Dum, District- 24- Parganas, in favour of Sri Anilendra Nath Basu, son of Late Jatindra Nath Basu of 18/3, Seven Tanks Lane, Calcutta-700030, District- 24- Parganas and said Deed was duly registered in the office of the S.R. Cossipore - Dum Dum and recorded in Book No.-I, Volume No.-

123, Pages- 10 to 14, Being No.-8157 for the year 1968 against valuable consideration mentioned therein.

AND WHEREAS aforesaid Anilendra Nath Basu by virtue of aforesaid Registered Deed got possession of the aforesaid land and thus seized and possessed of the same as sole and absolute owner and mutated his name in the record of the South Dum Dum Municipality as owner of Holding No.-669 and Premises No.-549, and sold a portion of the said land measuring 02 Chittacks 10 sq. ft. more or less and retained 01 Cottah 10 Chittacks 28 sq. ft. of land more or less and divided the said land into two halves, out of which one is measuring 10 Chittacks 40 sq. ft. marked as "B" and another land is measuring 10 Chittacks 40 sq. ft. marked as "C" and also there is residue land of 04 Chittacks 38 sq. ft. of land more or less and while was enjoying the same died intestate on 26/08/1978 leaving behind surviving his wife, namely, Santilata Basu and Four sons, namely, Amit Nath Basu, Alok Nath Basu, Adhir Nath Basu and Asit Nath Basu as his legal heirs to the aforesaid property as per provisions of Hindu law of Succession having undivided 1/5th share in each

AND WHEREAS aforesaid Santilata Basu, Amit Nath Basu, Alok Nath Basu, Asit Nath Basu by virtue of a Deed of Gift (Danpatra Dalil in Bengali form) dated 04/11/1992 gifted and transferred their undivided 4/5th share of Plot C in favour of Adhir Nath Basu and said Deed was duly registered in the office of the A.D.S.R. Cossipore-Dum Dum and recorded in Book No.-I, Volume No.-138, Pages-109 to 116, Being No.-5850 for the year 1992.

AND WHEREAS aforesaid Santilata Basu, Amit Nath Basu, Alok Nath Basu, Adhir Nath Basu by virtue of another Deed of Gift (Danpatra Dalil in Bengali form) dated 04/11/1992 gifted and transferred their undivided 4/5th share Plot B in favour of Asit Nath Basu and said Deed was duly registered in the office of the A.D.S.R. Cossipore-Dum Dum and recorded in Book No.-I, Volume No.-138, Pages-117 to 124, Being No.-5851 for the year 1992.

AND WHEREAS aforesaid Santilata Basu, Amit Nath Basu, Alok Nath Basu, Adhir Nath Basu by virtue of a Bengali Kobala Deed dated 04/11/1992 sold, conveyed and transferred their undivided 4/5th share of residue land measuring about 04 Chittacks 38 sq. ft. more or less in favour of Asit Nath Basu and said Deed was duly registered in the office of the A.D.S.R. Cossipore-Dum Dum and recorded in Book No.-I, Volume No.-138, Pages-125 to 134, Being No.-5852 for the year 1992.

AND WHEREAS Bijay Krishna Porel was the owner in respect of 26 Decimals of land more or less (05 Decimals comprising in R.S. Dag No.-5203, under R.S. Khatian No.-1421 AND 01 Decimal comprising in R.S. Dag No.-5202 under R.S. Khatian No.-1426 AND 20 Decimals comprising in R.S. Dag No.-5211, under R.S. Khatian No.-494) equivalent to 15 Cottahs 12 Chittacks more or less land, situated at Mouza - Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, under S.R.

Cossipore- Dum Dum, under P.S.- Dum Dum, District- 24-Parganas, and while was enjoying the same as sole and absolute owner, in the year 1965 by virtue of a Registered Bengali Kobala Deeds old, conveyed and transferred a portion of his land in favour of (1) Sri Shakti Nath Moitra, son of Late Prafulla Nath Moitra, of 64, Jaipur Road, P.S.- Dum Dum, Calcutta-700030, District- 24- Parganas (2) Sri Manmatha Nath Basu, son of Late Bipradas Basu, of 55, Jaipur Road, P.S.- Dum Dum, Calcutta-700030, District- 24- Parganas (3) Sri Bhanwar Lal Bhanshali, son of Late HiraLal Bhanshali, of 436, G.T. Road North, P.S.- Golabari, District-Howrah and the said Deed was duly registered in the office of the S.R. Cossipore-Dum Dum and recorded in Book No.-I, Volume No.-75, Pages-196 to 199, Being No.-5416 for the year 1965 against valuable consideration mentioned therein.

AND WHEREAS aforesaid Shakti Nath Moitra and Two others by virtue of aforesaid Deed got possession of aforesaid land and subsequently aforesaid Manmatha Nath Basu died intestate leaving behind surviving his wife, namely, Nanibala Basu and Two sons, namely, Santosh Kumar Basu and Samir Kumar Basu as his legal heirs to inherit his 1/3rd share of aforesaid land measuring 05 Cottahs 05 Chittacks more or less as per provisions of Hindu law of Succession and during joint enjoyment of the aforesaid land sold and transferred 02 Cottahs 13 Chittaks of land more or less and by virtue of a Registered Bengali Kobala Deed dated 28/08/1974 residue land measuring 02 Cottahs 13 Chittaks of land more or less was sold and transferred in favour of aforesaid Shakti Nath Moitra and Bhanwar Lal Bhanshali and the said Deed was duly registered in the office of the S.R. Cossipore- Dum Dum and recorded in Book No.-I, Volume No.-114, Pages-198 to 202, Being No.-7132 for the year 1974 against valuable consideration mentioned therein.

AND WHEREAS aforesaid Shakti Nath Moitra and Bhanwar Lal Bhanshali subsequently mutually partitioned their lands amongst themselves and thus seized and possessed of their lands in a demarcated way and subsequently aforesaid Shakti Nath Moitra died intestate leaving behind his wife, namely, Basanti Moitra, Two sons, namely, Somenath Moitra and Anirban Moitra and One Daughter, namely, Sharmila Chakraborty, wife of Sri Samar Chakraborty, all of 64, Jawpur Road, P.S.- Dum Dum, Calcutta – 700030, as his legal heirs to inherit the aforesaid property as per provisions of Hindu law of Succession and thus aforesaid Basanti Moitra and Three others became joint and absolute owners in respect of the property left by the deceased Shakti Nath Moitra and subsequently by virtue of a Registered Bengali Kobala Deed, which was executed on 02/07/1987 and registered on 03/07/1987 sold, conveyed and transferred ALL THAT piece and parcel of land measuring about 03 Chittacks 36 sq. ft. of land more or less, being Plot No.-21A, lying and situated at Mouza-Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in R.S. Dag No.-5203, under R.S. Khatian No.-1421, under South Dum Dum

Municipality, under S.R. Cossipore- Dum Dum, under P.S.- Dum Dum, District- 24-Parganas and the said Deed was duly registered in the office of the A.D.S.R. Cossipore- Dum Dum and recorded in Book No.-I, Volume No.-61, Pages-333 to 340, Being No.-3114 for the year 1987 against valuable consideration mentioned therein and due to some typographical mistake in the aforesaid Deed aforesaid Basanti Moitra and Three others on 27/03/1997 executed and registered a registered Deed of Declaration (Ghoshona Patra in Bengali form) in favour of aforesaid Asit Nath Basu and the said Declaration was duly registered in the office of the A.D.S.R. Cossipore - Dum Dum and recorded in Book No.-I, Volume No.-50, Pages-159 to 162, Being No.-2079 for the year 1997.

AND WHEREAS aforesaid Asit Nath Basu and Adhir Nath Basu mutated their names in the record of the South Dum Dum Municipality as owners of 368/1 and 368/2 respectively and subsequently amalgamated their lands into One Holding and mutated their names in the recorded of the South Dum Dum Municipality as joint owners of Holding No.-549, S.H.K.B. Sarani, Premises No.-549, S.H.K.B. Sarani (Jawpur Road), Kolkata-700074 in respect of 01 Cottah 14 Chittacks 19 sq. ft. more or less and constructed one storied structure thereon and also mutated their names in the L.R. Record Right in respect of 2.76 Decimals of land out of which name of Ashit Nath Basu was recorded in respect of 1.63 Decimals of Shali land comprising in L.R. Dag No.-5200, under L.R. Khatian No.-2602 and name of Adhir Nath Basu was recorded in respect of 1.13 Decimals of Shali land comprising in L.R. Dag No.-5200, under L.R. Khatian No.-2603 and thus Asit Nath Basu and Adir Nath Basu, the present owners herein became joint owners in respect of **ALL THAT** piece and parcel of SHALI land measuring about **01 Cottah 14 Chittacks 19 sq. ft. more or less** (equivalent to 02.76 Decimals more or less) **along with old One-storied pucca structure more or less**, situated at Mouza- Kalidaha, J.L. No.- 23, Re Su No.- 16, Touzi No.-1298/2833, comprising in C.S. Dag No.-2054, R.S. Dag No.- 5200 & 5203, L.R. Dag No.- 5200, under C.S. Khatian No.-663, R.S. Khatian No.- 1418 & 1421, L.R. Khatian No.-2602 & 2603, having Municipal Holding No.- 549, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Premises No.- 549 (formerly 368/1 & 368/2), Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), (formerly known as Jawpur Road) Post office- Motijheel, Kolkata - 700074, under Ward No.-18 of South Dum Dum Municipality, under A.D.S.R.

Cossipore- Dum Dum, under P.S.-Dum Dum, District-North 24-Parganas, for the purpose of development of the same the Landowners on 21/08/2024 executed a Registered Development Agreement with **DCS LANDMARK DEVELOPERS PRIVATE LIMITED**, a Private Limited Company, registered under the Indian Companies Act, 2013, having its registered office at Neelkusum Apartment, 932A/83, Jessore Road, Kalindi More, Room No. 16, Post Office and Police Station-Lake Town, Kolkata-700089, District- North 24-Parganas and the said Development Agreement was duly registered in the office of the A.D.S.R. Cossipore Dum Dum and recorded in Book No.-I, Volume No.-1506-2024, Pages from 265916 to 265952, being No.-150609010 for the year 2024 and on the same day i.e. on 21/08/2024 also executed Development Power of Attorney and the said Development Power of Attorney was duly registered in the office of the A.D.S.R. Cossipore Dum Dum and recorded in Book No.-I, Volume No.-1506-2024, Pages from 266437 to 266458, being No.-150609021 for the year 2024.

AND WHEREAS aforesaid Developer Company as per terms and conditions of the aforesaid Registered Development Agreement sanctioned Five-storied Building Plan vide No.-1104 dated 31/12/2024, and started construction thereon and for the purpose of sell out the Flat(s)/Unit(s) to the intending purchaser(s) at or for the price as may be agreed upon by and between the Owners and purchaser(s) for sell out the Flat(s)/Unit(s) of the proposed new building and to that effect the Developer also framed scheme for the same.

AND WHEREAS the Purchaser(s) herein, after taking inspection of all the relevant papers and documents including sanction plan of the building etc. and upon being satisfied with all the facts, rights title, interest, liabilities, circumstances and statement with regard to a **Flat** from the **Developer's Allocation** approached to the Vendors through Developer to sale **Flat being No.-, on the Floor, Facing, having measurement of sq. ft. Carpet area more or less, equivalent to sq. ft. Super built up area more or less,** together with undivided proportionate share of underneath land and other common amenities and facilities attached with the newly constructed Multi-storied building at Municipal Holding No.- **549**, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani),

Premises No.- 549 (formerly 368/1 & 368/2), Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), (formerly known as Jawpur Road) Post office- Motijheel, Kolkata - 700074, under Ward No.-18 of South Dum Dum Municipality, under A.D.S.R. Cossipore- Dum Dum, under P.S.-Dum Dum, District-North 24-Parganas, fully described in the "B" Schedule herein below, and the Owners accepted the proposal of the Purchaser(s) and agreed to sale out the said **Flat [hereinafter referred to as the Unit(s)]** in the newly constructed building in fee simple and free from all encumbrances together with undivided proportionate share of underneath land and other common amenities, facilities and services **attached with the Ground & Upper Floors** of the newly constructed building, fully described in the Schedule-'B' below, at or for a total consideration of **Rs./- (Rupees)** **only** and to that effect the parties hereto on executed an Agreement for Sale.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said Agreement amongst the Purchaser(s) and the Vendors as well as the Developer and in consideration of the said Unit(s) a sum of **Rs./- (Rupees)** **only** paid by the Purchaser(s) to the Developer and the receipt whereof is accepted and acknowledged by the Developer as per Memo of Consideration mentioned herein below and the Vendors through Developer doth hereby admitting and acknowledging the same and every part thereof and doth hereby acquit, release and discharge forever unto and in favour of the Purchaser(s) **ALL THAT** piece and parcel of a self contained independent residential **Flat being No.-, on the Floor, Side, having measurement of sq. ft. Carpet area more or less, equivalent to sq. ft. Super built up area more or less,** together with undivided proportionate share of underneath land and other common amenities and facilities attached with the newly constructed building and other common utilities on the Ground Floor & upper floors for better enjoyment of the said Unit(s) in the said Building hereby sold, conveyed & transferred and the Vendors and Developer doth hereby sell, grant, convey, transfer, assign and assure in favour of the Purchaser(s) **ALL THAT** piece and parcel of a self-contained residential **Flat being No.-, on the Floor, Side, having measurement of sq. ft. Carpet area more or less, equivalent to**

..... sq. ft. **Super built up area more or less**, together with undivided proportionate share of underneath land and other common amenities and facilities attached with the newly constructed building, for better enjoyment of the said Unit(s), fully described in the **“B” schedule** herein below lying over **ALL THAT** piece and parcel of **Bastu/homestead** land measuring about **01 Cottah 14 Chittacks 19 sq. ft. more or less** (equivalent to 02.76 Decimals more or less), together with Multi-storied Building standing thereon, situated at Mouza- Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in C.S. Dag No.-2054, R.S. Dag No.- 5200 & 5203, L.R. Dag No.- 5200, under C.S. Khatian No.-663, R.S. Khatian No.-1418 & 1421, L.R. Khatian No.-2602 & 2603, having Municipal Holding No.-549, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Premises No.- 549 (formerly 368/1 & 368/2), Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), (formerly known as Jawpur Road) Post office- Motijheel, Kolkata -700074, under Ward No.-18 of South Dum Dum Municipality, under A.D.S.R. Cossipore- Dum Dum, under P.S.-Dum Dum, District-North 24-Parganas, fully described in the **Schedule ‘A’** herein below, together with benefits of common user of all the common parts or common installation of the said building being together with common partition wall, common electric meter room, common staircase, common entrance and exit for the residential flat Owners of the building **TOGETHER WITH** all fixtures, walls, sewers, drains, passages, water courses and all manner of former or other rights, liberties, easements, quasi-easements, privileges, advantages with all right in common and amenities, facilities and benefits attached with the building for **residential** purpose as the **COMMON PARTS AND/OR COMMON PORTION** for the beneficial use and better enjoyment of the said Unit(s), fully described in the **SCHEDULE-‘C’** herein below along with all the right, title, interest, claim and demand whatsoever exclusively relating to the said Unit(s) **TO HAVE AND TO HOLD** the same unto and in favour of the Purchaser(s) absolutely and forever free from all encumbrances together with all Xerox copy of the Deeds, Pattas, hereditaments and Muniments of title and every part thereof which now are or is and hereafter shall or may be in the custody power or possession of the Vendors and the Developer through its Partners or any persons or agent of the vendors and the Developer in the form of duplicate or Xerox of the original duly

authenticated/true copy of the Original without any action or suit or proceedings in law and equity and to hold the said Common Space, messuage and hereditaments muniments of title and undivided proportionate share of land hereby conveyed and transferred unto and to the use of the Purchaser(s) and Purchaser's/Purchasers' successors, legal representatives, and assigns absolutely forever and the Vendors doth hereby bind themselves or their legal heirs, representatives and assigns that **NOTWITHSTANDING THAT** any act, deed or thing whatsoever the Vendors executed or done or knowingly suffered or to the contrary the Vendors have good right, full power and absolute authority and indefeasible title and interest to grant, convey, sell and transfer the said Unit(s) hereby granted, sold, conveyed and assigned unto and to the use of the Purchaser(s) in the manner aforesaid according to the true intent and meaning of these presents in fee simple and free from all encumbrances and liabilities and without any hindrance eviction disturbance claim or demand whatsoever from the Vendors or any other person or persons lawfully or equitably claiming from or under in trust for the Vendors and that the Vendors absolutely acquired and discharge and sufficiently saved defended kept harmless and indemnified of or from and against all defects in title, lispensens, attachments and liabilities whatsoever made or suffered by the Vendors and all materials times hereafter Vendors and the Developer hereby jointly and severally undertake that at the request and cost of the Purchaser(s) will execute and cause to be done and executed all such deed, matter petitions for the betterment of the Purchaser's/Purchasers' title as well as betterment of the said Unit(s) and also for and thing whatsoever for more perfectly and effectually and granting and assuring the said Unit(s) and also for the better enjoyment of the said Unit(s) and for proportionate share in undivided land together with all benefits and rights hereby transferred as shall as may be reasonably required, the Vendors doth hereby further covenant with the Purchaser(s), that the Purchaser(s) shall have every right to transfer the said Unit(s) with undivided proportionate share of land by way of sale gift mortgage lease assign etc. with terms and conditions set down herein below.

THE PURCHASERS DOTH HEREBY COVENANT WITH THE OWNERS AND THE DEVELOPER as follows:-

1. The Purchasers binds themselves to pay regularly and punctually all Municipal rates and taxes and other outgoings and impositions (including Urban Land Tax or any other taxes that may be

imposed etc.) in respect of the said flat wholly and in respect of the building and the premises proportionately and the liability of the Purchasers for payment of the same shall accrue with effect from the date of registration of this deed of conveyance.

2. The Purchasers agrees to specific conditions and covenant running with the land that the (and of the said property shall be always indivisible and impartible and the Purchaser shall be owning only undivided proportionate shares in the same and the Purchasers shall not claim any division or partition or separation thereof.

3. The Purchasers shall pay and meet all the charges for electricity and other utilities/services Municipal rates or taxes relating to the flat wholly upon mutation. Beside the above the Purchasers shall proportionately pay the association the cost of maintenance and management of common service & facilities as mentioned in the Fourth Schedule hereunder written.

4. The Purchasers shall not for any reason whatsoever obstruct the Developer in completing and/or carrying out the present and future construction of the building nor shall obstruct the Developer and/or the Owners in their transferring Owners' Allocation or Developer's residual allocation of the said building/premises to any other person or persons.

5. The Purchasers shall have the right to obtain all necessary connection and/or lines amenities for the use and enjoyment of the said flat hereby purchased. 9

6. The Purchasers, their employees, the visitors and agents shall have the right of ingress in and egress out of the said flat and passage leading to the said flat and/or the road.

7. The Purchasers, their servant and/or agents shall not in any way use, obstruct or cause to be obstructed the common passage Sanding areas roofs or staircases of the premises nor store therein any rubbish or other materials goods or furniture nor shall do or cause to be done or allow any act deed matter or thing whereby the use and enjoyment of the common parts the common amenities and the common convenience of the said building be in any way prejudicially affected or vitiated.

8. That upon registration the Purchasers shall have right to mutate their name as owners of the said flat in the records of the Dum Dum Municipality and/or have the said Rat separately numbered and assessed for taxes and the Vendor/Developer shall whenever required by the Purchasers give their consent or approval in writing for the purpose of such mutation and separate assessment.

9. The Purchasers shall keep the said flat and other partition walls, and entrance and exits of the said flat exclusively serving the said flat in good condition.

10. The Purchasers shall observe and perform all rules regulations and restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.

11. That the Purchasers on purchasing the flat shall be entitled to sale, mortgage, lease, or otherwise alienate the said flat subject to the terms and conditions contained herein without the consent of the other co-owners of the said premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the Purchasers. It is also agreed that the Purchasers shall acquire full right, title and interest in the said flat hereby sold to him/them on the basis of registration of the sale deed of the said flat.

12. As long as the said flat in the said building is not separately assessed for municipal taxes and other charges, the Purchasers shall pay proportionate share of municipal taxes and other statutory taxes as assessed on the whole building to the Developer and on its formation to the Association as mentioned above. Once the said flat is separately assessed the Purchasers shall be liable directly to the authority/department concerned for such payment of rates and taxes.

13. That the Purchasers shall have the right of half of the depth of the ceiling above, the pillars and the joints and the common partition wall demarcation their flat from the adjacent garage/flat and full ownership of other walls, shutter and ail fittings and shall be entitled to repair and 10 maintain the same but he/she/they- shall not be entitled to damage or open door or window on common wall encroaching the privacy of the adjoining garage/flat owners. The Purchasers shall have no right of demolishing their fiat nor seek partition of the common area and facilities,

14. The Purchasers shad allow the Developer/Association and its workmen to enter into the said flat for carrying out the works required for the common purpose on receipt of prior notice in this regard.

15. The Purchasers shall not store in the said flat any goods, which are of hazardous obnoxious combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the said flat is situated or storing of which is unlawful. In case any damage is caused to the building / flat due to negligence or default of the Purchasers, the Purchasers shall be liable for the consequences of the breach for any such default.

16. The Purchasers shall not demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the flat or any part thereof or to the building nor any alteration in the elevation and outside color scheme of the building/flat and shall not change or in any other manner damage columns, beams, walls, slabs or R.C.C. or other structural foundation in the flat or any portion of the building causing danger to the building. The Purchasers shall however be allowed to repair and change the shutter of the flat when the same become old and broken and can also fix personal service amenities etc. in their flat without disturbing the co-owners.

17. In using the said flat and the common areas and installations of the said building and the premises, neither the Purchasers nor any member of the family of the Purchasers shall do the following act; (i) Make any unnecessary noise; (ii) Leave any litter other than in a place provided for the purpose; (iii) Leave or cause to be left any article or thing where they may or are likely to obstruct the free use of other parts of the building by others.

18. The Purchasers shall sign all papers and documents and do all other acts, deeds, things as the Developer/ Association may lawfully require there to do from time to time for safeguarding the said building and the interest of other co-owners.

19. The Purchasers shall co-operate for formation of the association and bear and pay the proportionate costs and expenses for formation of the Association.

THE SCHEDULE "A" ABOVE REFERRED TO
(Description of the Entire Land and Building)

ALL THAT piece and parcel of SHALI land measuring about **01 Cottah 14 Chittacks 19 sq. ft. more or less** (equivalent to 02.76 Decimals more or less) **along with old One-storied pucca structure measuring about 1162 sq. ft. (612 sq. ft. Pucca structure and 550 sq. ft. Roof Tile Shed) more or less**, situated at Mouza- Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in C.S. Dag No.-2054, R.S. Dag No.- 5200 & 5203, **L.R. Dag No.- 5200**, under C.S. Khatian No.- 663, R.S. Khatian No.-1418 & 1421, **L.R. Khatian No.- 2602 & 2603**, having **Municipal Holding No.-549**, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Premises No.- 549 (formerly 368/1 & 368/2), Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), (formerly known as Jawpur Road) Post office- Motijheel, Kolkata -

700074, under Ward No.-18 of South Dum Dum Municipality, under A.D.S.R. Cossipore- Dum Dum, under P.S.-Dum Dum, District-North 24-Parganas, which is butted and bounded as follows:-

ON THE NORTH: - 16 Feet Wide Road

ON THE SOUTH: - Multi-storied Building

ON THE EAST: - Two-storied Building

ON THE WEST: - Two-storied Building

THE SCHEDULE 'B' ABOVE REFERRED TO -
[DESCRIPTION OF THE UNIT(S)]

ALL THAT piece and parcel of a demarcated self-contained residential **Flat being No.-, on the Floor, Facing, having measurement of about sq. ft. Super built up area more or less and having Carpet Area more or less sft. in of "DCS SQUARE", consisting of Bed Rooms, 01 Living cum Dining Room, 01 Kitchen, Toilets & 01 Balcony, from the Developer's Allocation within the Ground plus Upper-storied Building,** together with undivided proportionate share of underneath land and other common amenities and facilities including easement and quasi-easement rights along with restrictions and reservations as stated aforesaid as attached with the Multi-storied Building at **Municipal Holding No.- 549, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Premises No.- 549 (formerly 368/1 & 368/2), Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), formerly known as Jawpur Road, Ramkrishna Park, Post office- Motijheel, Kolkata -700074, under Ward No.-18 of South Dum Dum Municipality,** under A.D.S.R. Cossipore- Dum Dum, under **P.S.-Dum Dum, District-North 24-Parganas,** fully described "**A**" **SCHEDULE** herein above written along with other common amenities and facilities allotted thereto from better enjoyment of the said **Unit(s).**

Annexed Plan(s) attached herein will be treated as part and parcel of this Deed.

THE SCHEDULE "C" ABOVE REFERRED TO -
[The Common portions]

1. Entrance and exists internal roads, and footpath.
2. Common durwans space (if any),
3. Boundary walls and main gates.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive are of any unit and/or exclusively for its use).
5. Staircases lobbies on all the floors and vacant area of the ultimate roof of the proposed building (Roof right will not be available for Garage and Shop, but rights attached to the Ground Floor will be available only).
6. Tube well (if any) and water supply system, water pumps, overhead tank, septic tank together with all common plumbing installation for carriage of water (save only those as are exclusively within for the use of any unit.)
7. Lighting fixtures and fittings in common area from common use.
8. Lift, Lift Duct, Lift Pit, Lift Room etc.
9. All other areas meant for Common use within the Building.

THE SCHEDULE “D” ABOVE REFERRED TO –
[Common expenses of flat/unit owners]

01. All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating and rebuilding, reconstructing, lighting the common portions and common areas in the proposed building including the outer walls.
02. The salary of all persons employed for the common purposes including security personnel, sweepers, plumbers, electricians, telephone operators, generator operator, Lift operators etc. **(if any)**.
03. The insurance premium for insuring the proposed buildings, if any.
04. All charges and deposits for supplies of common utilities to the co-owners in common.
05. Ground rent, municipal tax, water tax and other levies in respect of the land and the proposed building save those separately assessed in favour of the Purchaser/Purchasers.
06. Costs/expenses of constitution and operation of the association.
07. Costs of running, maintenance, repairs and replacement of pumps.
08. Electricity charges for the electrical energy consumed for the operation of the common services including common area Lightings, water pumps, Lift etc.
09. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. The expenses incurred for maintain in office for common purposes.
11. All other expenses, including rent, rates and taxes if any payable to local bodies and other levies etc. as are deemed by the Vendors or Govt. authority concern to be necessary or incidental or liable to be paid by the co-owners in common including such amounts as may be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

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

SIGNED, SEALED AND DELIVERED

At Kolkata in the presence of following

Witnesses: -

1.

As constituted Attorney of the Vendors

SIGNATURE OF THE OWNERS

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER(S)

Drafted by me as per instructions and information
supplied by the parties and Prepared in my office: -

Pabitra Biswas,

Advocate, Bidhan Nagar,

A.C.J.M. Court

MEMO OF CONSIDERATION

RECEIVED a sum of **Rs./- (Rupees)** **only** from the within named Purchaser(s) as full and final payment of the total consideration money in the following manner; -

MEMO

Mode of Payment Ch./Draft No.	Bank	Date	Amount (Rs.)
Total Rupees			

Witnesses: -

- 1.
- 2.

SIGNATURE OF THE DEVELOPER