

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
....., Two Thousand and Twenty Three, **2026, A.D.**

BETWEEN

(1) SRI AMIT DAS, (PAN-ASCPD8160A) AADHAAR NO. 2678 3618 7582, son of Late Ajit Kumar Das, by religion Hindu, by occupation Service, by Nationality - Indian, residing at 6, South Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075 in the District South 24 Parganas, West Bengal, (2) SRI RANABIR DAS, (PAN- AFWPD0105Q) AADHAAR NO. 2017 9224 5242, son of Late Sambhu Nath Das, by religion - Hindu, by occupation - Business, by Nationality - Indian, residing at 16/1, Lake East 3rd Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075 in the District South 24 Parganas, West Bengal, (3) SMT. KAMALA DAS, (PAN-AWBPD5890L) AADHAAR NO. 2605 68304183, wife of Late Biswanath Das, by religion Hindu, by occupation - Housewife, by Nationality Indian, residing at 6, South Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075 in the District South 24 Parganas, West Bengal, (4) SMT. ANIMA DATTA, (PAN- BQMPD8867P) AADHAAR NO. 5443 4208 5007, wife of Sri Niharendu Datta, by religion Hindu, by occupation - Housewife, by Nationality Indian, residing at 6, South Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075 in the District South 24 Parganas, West Bengal, 5(A) SRI SOUMYA KANTI CHAKRAVORTY, (PAN-

ABVPC9112H) AADHAAR NO. 4415 2612 7182, son of Late Suresh Chandra Chakravorty, by religion - Hindu, by occupation - Retired Person, by Nationality - Indian.

(8) MS. SUHA PRIYADARSHINI CHAKRAVORTY, (PAN-AFYPC6117K) AADHAAR NO 5578 8605 8370, daughter of Sri Soumya Kanti Chakravorty, by religion - Hindu, by occupation - service, by Nationality Indian, both residing at 2, South Park, P.O. Santoshpur, P.S Survey Park, Kolkata-700075 in the District South 24 Parganas, West Bengal hereinafter called and referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the FIRST PARTY

AND

M.M.ENTERPRISE a proprietorship concern having its office at 2/1, South Road, P.O Santoshpur, P.S. Survey Park, Kolkata 700 075, represented by its sole proprietor namely SRI DEBOPRIYO DHAR (PAN- ALNPD9476B), son of Sri Debabrata Dhar by religion- Hindu, by occupation-Business, residing at 2/1, South Road, P.O Santoshpur P.S. Survey Park, Kolkata - 700 075, District - South 24-parganas hereinafter mentioned as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the context mean and include the successors-in-office and his heirs, executors, administrators, legal representatives and assigns of the **SECOND PARTY/"DEVELOPERS"** (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and included its heirs, executors, successors-in-office, successor-in- interest, administrators, legal representatives and/or assigns) of the OTHER PART.

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AND

M..... a company incorporated under the Indian Companies Act, 1956 having it's registered address at, under Police Station -, Kolkata - represented by it's one of the directors namely son of late Syed by faith by occupation --..... resident of under P.S. -, Kolkata - for the purpose of execution of this deed, hereinafter referred to as the **PURCHASER** (which expression unless repugnant to the context shall mean to include the legal transferees, legal representatives, successors in office etc.) of the THIRD PART.

WHEREAS

WHEREAS one Ramesh Chandra Das, son of Late Ganga Sagar Das who was a Hindu Governed by the Dayabhaga School of Hindu Law, residing at 24, Raja S.C. Mullick Road, P.S Jadavpore Kolkata- 700 032, purchased one plot of Bastu land from "The Modern House and Development Company" 9, Gariahat Road, measuring 05 Cottahs 00 Chittaks 33 sq.ft at Mouza - Santoshpur Village, J.L. No. 22, under R.S. Khatian No 167 in portion of Dag No. 70, under Police Station- Jadavpore, in the District of South 24 Parganas which was executed on 03.12.1951 in the office of the Sub-Registrar of Alipore Being No. 766 in the year 1952.

AND WHEREAS the said Ramesh Chandra Das during his life time amongst several other properties was seized and possessed of or otherwise well and sufficiently entitled to as the sole an absolute owner of the above said Bastu land hereditaments and premises and constructed thereon one partly two storied and partly three storied building from his own money which was standing thereon presently within Ward No. 103 of the Kolkata Municipal Corporation presently Municipal Premises No. 6, South Park and name of the building as CHARUBHABAN P.S. Purba Jadavpur, Kolkata 700 075 (hereinafter referred to as the said property) for an absolute and indefeasible estate of inheritance in fee simple in possession or an estate equivalent thereto free from all encumbrances

AND WHEREAS the said Ramesh Chandra Das married one Smt. Charubala Deb and out of their wedlock were born five sons and two daughters namely (1) Sri Gopal Chandra Das, (2) Sri Ajit Kumar Das, (3) Sri Biswanath Das, (4) Sri Sambhunath Das, (5) Sri Bijoy Kumar Das, (6) Smt. Soudamini Das and (7) Smt. Parimal Das, during his life time unfortunately his elder son Gopal Chandra Das

died intestate at Calcutta in the month of February, 1975 leaving him surviving his widow Smt. Pushpa Rani Das, along with her four sons and two daughters who were looked after by the said Ramesh Chandra Das who was her father-in-law and their grand father respectively and the said Ramesh Chandra Das gave marriage of his aforesaid two daughters spending huge money and they were affluent and were living a good life with their husbands in their in-laws-house

AND WHEREAS the said Ramesh Chandra Das who during his lifetime and at the time of his death who was a Hindu Governed by the Dayabhaga School of Hindu law departed from his life at the age of 82 years testate as his LAST WILL of his above said property "CHARUBHABAN" at Calcutta leaving him surviving his widow Smt. Charubala Das since deceased his four sons namely (1) Sri Ajit Kumar Das, (2) Sri Biswanath Das, (3) Sri Sambhunath Das, (4) Sri Bijoy Kumar Das and daughter-in-law of elder son's widow Smt. Puspa Rani Das only heirs and heiress of the said property absolutely exclusively and in equal in shares, but the said Ramesh Chandra Das died without giving any share of his aforesaid two married daughters of the said property, because he spent huge money in their marriage and they were well off and were living a good life with their husbands.

AND WHEREAS the said Late Ramesh Chandra Das in his last WILL appointed his three sons and widow of Late elder son's wife Smt. Puspa Rani Das as joint executors and executrix respectively The three sons of said Late Ramesh Chandra Das who were namely (1) Sri Ajit Kumar Das, (2) Sri Biswajit Das, (3) Sri Sambhunath Das and (4) Smt. Puspa Rani Das widow of his elder son of Late Gopal Chandra Das, in that WILL the said Ramesh Chandra Das expressed his intention about his above property Charubhaban as each of his three sons including his youngest son Sri Bijoy Kumar Das and widow of his elder son's wife Smt. Puspa Rani Das will get 1/5 equal share of the said property which is described morefully and particularly hereunder in the First Schedule

AND WHEREAS after death of said Ramesh Chandra Das the aforesaid WILL was put up for probate in the Court of the District Delegate at Alipore under Act 39 Case No. 172 of 1979 in the name of Estate RAMESH CHANDRA DAS in the name of applicants (1) Sri Ajit Kumar Das (2) Sri Biswanath Das, (3) Sri Sambhunath Das and (4) Smt Pushpa Rani Das and the said probate was granted on 1 day of July in the year 1980.

AND WHEREAS in terms of that grant of probate of the last will of the said Late Ramesh Chandra Das in equal 1/5 share of the aforesaid property being No.6,

South Park, name of that building as CHARUBHABAN including share of land RS Previously Jadavpur (now Purba Jadavpur), Kolkata 700 075 ward No. 103 was devolved to the legal heirs and heiress of the said Late Ramesh Chandra Das equally each share to each of them namely (1) Sri Ajit Kumar Das, (2) Sri Biswajit Das, (3) Sri Sambhunath Das, and (4) Smt Puspa Rani Das widow of his elder son of Late Gopal Chandra Das respectively according to his last WILL.

AND WHEREAS in terms of that probate WILL and in terms of grant of the Court of District Delegate Sri Bijoy Kumar Das (Vendor herein) got 1/5 equal share by inheritance the 2nd Floor flat and equal land share of the aforesaid property being premises No 6, South Park, Santoshpur being flat No. 5, CHARUBHABAN, PS, Purba Jadavpur, Ward No. 103, Kolkata 700 075 morefully and particularly described hereunder in the First Schedule.

AND WHEREAS in terms of the said granted PROBATED WILL Sri Bijoy Kumar Das son of Late the said Ramesh Chandra Das got one flat Being No.5 in the Second Floor admeasuring 512.24 sq ft covered area being the premises known as CHARUBHABAN, No 6, South Park, Santoshpur, P.S. Purba Jadavpur, Kolkata-700 075 covered with asbestos shed consisting of two bed rooms, one Toilet, one Privy, one Kitchen, one Store, One Verandah, and one open terrace in the front side of the said flat for common use with the other co-owners of the said building, along with the right to use other common portion and facilities commonly and equally 1/5 land share appertaining to the said property.

AND WHEREAS the said Sri Bijoy Kumar Das after getting the aforesaid property, recorded his name in the then C.M.C. now K.M.C. recorded by giving taxes time to time accordingly his Corporation recorded address of his said property is known and numbered as 6, South Park, Santoshpur, P.S. Purba Jadavpur, Kolkata-700 075 and his mailing address is 6, South Park "CHARUBHABAN" Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075.

AND WHEREAS while the said Sri Bijoy Kumar Das became absolute owner of the aforesaid property and seized and possessed well and sufficiently free from all encumbrances, in need of money he desires to sell his said property.

AND WHEREAS subsequently by virtue a Deed of Conveyance dated 21st day of September, 2005 and registered in the office of the D.S.R. -III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 5, Pages 2588 to 2609, Being No. 01827 for the 2006 the then Vendor AND WHEREAS while the said Sri Bijoy

Kumar Das became absolute owner of the aforesaid property and seized and possessed well and sufficiently free from all encumbrances, in need of money he desires to sell his said property, Sri Bijoy Kumar Das, son of Late Ramesh Chandra Das, residing at 6, South Park, 2nd floor, flat No 5, "CHARUBHABAN", P.S. Purba Jadavpur, Kolkata-700075 and SMT. PUSPA RANI DAS, wife of Late Gopal Chandra Das, residing at 24, Raja S.C. Mullick Road, "RAMESH BHABAN" P.S. Jadavpur, Kolkata-700032, hereinafter called the EXECUTORS of the last WILL of Late Ramesh Chandra Das CONFIRMING PARTY jointly sold and conveyed the ALL THAT residential flat Being No. 5 in the Second Floor admeasuring 512.24 sq ft covered area being the premises known as CHARUBHABAN, No 6, South Park, Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075 covered with asbestos shed consisting of two bed rooms, one Toilet, One Privy, one Kitchen, one Store, One Verandah of the three storied building hereunder written unto and in favour of SRI NIHARENDU DATTA, son of Late Bhupati Mohan Datta, by faith-Hindu, by Occupation service, residing at "CHARU BHABAN" Ground Floor, Flat No. 1, 6, South Park, Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075 the then Purchaser of the flat Being No. 5 in the Second Floor admeasuring 512.24 sq ft covered area being the premises known as CHARUBHABAN, No 6, South Park, Santoshpur, P.S. Purba Jadavpur, Kolkata 700 075 covered with asbestos shed consisting of two bed rooms, one Toilet, One Privy, one Kitchen, one Store, One Verandah of the three storied building hereunder written and thereby SRI NIHARENDU DATTA became the absolute owners thereof.

AND WHEREAS subsequently by virtue a Deed of gift dated 6th day of June, 2007 and registered in the office of the D.S.R. -III, Alipore, South 24 Parganas and recorded in Book No. I, C D Volume No. 8, Pages 8777 to 8798, Being No. 02088 for the 2008 the then Donor SRI NIHARENDU DATTA, son of Late Bhupati Mohan Datta, by faith-Hindu, by Occupation-service, residing at "CHARU BHABAN" Ground Floor, Flat No. 1, 6, South Park, Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075 Gifted the ALL THAT residential flat Being No. 5 in the Second Floor admeasuring 512.24 sq ft covered area being the premises known as CHARUBHABAN, No 6, South Park, Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075 covered with asbestos shed consisting of two bed rooms, one Toilet, One Privy, one Kitchen, one Store, One Verandah of the three storied building hereunder written unto and in favour of SMT. ANIMA DATTA, wife of Sri Niharendu Datta, by faith-Hindu, by Occupation-Housewife, residing at "CHARU BHABAN"

Ground Floor, Flat No. 1, 6, South Park, Santoshpur, P.S. Purba Jadavpur, Kolkata- 700075 the then Donee of the flat Being No. 5 in the Second Floor admeasuring 512.24 sq ft covered area being the premises known as CHARUBHABAN, No 6, South Park, Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075 covered with asbestos shed consisting of two bed rooms, one Toilet, One Privy, one Kitchen, one Store, One Verandah of the three storied building hereunder written and thereby SMT. ANIMA DATTA became the absolute owners thereof.

AND WHEREAS the said SMT. ANIMA DATTA after getting the aforesaid property, recorded her name in the then C.M.C. now K.M.C. recorded by giving taxes time to time accordingly her Corporation recorded address of her said property is known and numbered as K.M.C. Premises No. 6, South Park, P.O. Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075, Assessee No. 31-103-44-0060-3 and her mailing address is 6, South Park "CHARUBHABAN" Santoshpur, P.S. Purba Jadavpur now survey Park, Kolkata-700075.

AND WHEREAS by way of family settlement and Partition was made on 29.08.1983 registered at Sub-Registrar Alipore, South 24 Parganas, Book No.-1, Volume No. 108, Pages 152 to 172, Being No. 04393 for the year 1983 in between the legal heirs of Late Ramesh Chandra Das as described in his last WILL, by the said Partition Deed Sri Ajit Kumar Das, son of Late Ramesh Chandra Das become the absolute owner of the flat No. 4, on the 1st floor South-East side measuring about 494.65 Sq.ft. built up area of the 3 storied building together with the undivided proportionate share of land measuring about 5 Kathas 33 sq. ft. and staircase and the common facilities and all easements rights, privileges in the building.

AND WHEREAS subsequently by virtue Deed of Gift bearing dated 28.08.2006 and registered at D.S.R.-III, Alipore, South 24 Parganas and Book No. I, Volume No. 16, Pages 6370 to 6386, being No. 06703, for the year 2006 the then Donor Sri Ajit Kumar Das, son of Late Ramesh Chandra Das by faith-Hindu, by Occupation-retired, residing at "CHARU BHABAN" 6, South Park, Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075 Gifted the ALL THAT piece and parcel of one flat No. 4, on the 1st floor South-East side measuring about 494.65 Sq.ft. built up area of the 3 storied building in favour SRI AMIT DAS, son of Late Ajit Kumar Das, by religion - Hindu, by occupation - Service, by Nationality Indian, residing at 6, South Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075 in the District South 24 Parganas, then the Donee of the flat No. 4, on the 1st floor South-East side

measuring about 494.65 Sq.ft. built up area of the 3 storied building, more fully and particularly and thereby SRI AMIT DAS became the absolute owners thereof.

AND WHEREAS the said SRI AMIT DAS after getting the aforesaid property, recorded his name in the then C.M.C. now K.M.C. recorded by giving taxes time to time accordingly his Corporation recorded address of his said property is known and numbered as K.M.C. Premises No. 8, South Park, P.O. Santoshpur, P.S. Purba Jadavpur now Survey Park, Kolkata-700 075, Assessee No. 31-103-44-0008-1 and his mailing address is 6, South Park "CHARUBHABAN" Santoshpur, P.S. Purba Jadavpur now survey Park, Kolkata-700075.

AND WHEREAS by way of family settlement and Partition was made on 29.08.1983 registered at S.R Alipore, South 24 Parganas, Book No.-1, Volume No. 108, Pages 152 to 172, Being No. 04393 for the year 1983 in between the legal heirs of Late Ramesh Chandra Das as described in his last WILL, by the said Partition Deed Sri Sambhu Nath Das, son of Late Ramesh Chandra Das become the absolute owner of both the Ground Floor flats (otherwise known as Flat no. 1 & 2), One on Northern side and other on Southern side of the 3 storied building together with vacant land 494.65 sq. ft undivided proportionate share land measuring about 5 Kathas 33 sq. ft. and staircase and the common facilities and all easements rights, privileges in the building.

AND WHEREAS By virtue a Deed of Conveyance dated 14th day of August, 1992 and registered in the office of A.R.A Kolkata, and recorded in Book No. I, Volume No. 505, Pages 413 to 427, Being No. 16034 for the 1992, then the owner/Vendor namely Sri Sambhu Nath Das, son of Late Ramesh Chandra Das, by faith - Hindu, by Nationality - Indian, by occupation-Business, residing at 15/5/1, Jheel Road, P.S. Kasba, Kolkata-700075, in the District South 24 Parganas, the then sold and conveyed the ALL THAT residential Flat No. 1, containing a super built area of 621.79 sq. ft. more or less situated on the Ground floor Northern side of the building of the 3 storied building together with the undivided proportionate share of land and staircase and the common facilities and all easements rights, privileges in the building and vacant Land measuring 494.65sq ft. in favour of SMT. KRISHNA CHAKRABORTY, wife of Sri Soumya Kanti Chakraborty, by faith-Hindu, by occupation- Service, residing at 6, South Park, P.O Santoshpur, P.S Survey Park, Kolkata-700075 in the District South 24 Parganas the then Purchaser of the flat No. 1, containing a super built area of 621.79 sq. ft. more or less situated on the

Ground floor Northern side of the three storied building, and vacant Land measuring 494.65sq. ft more fully and particularly described and thereby SMT. KRISHNA CHAKRABORTY became the absolute owner thereof.

AND WHEREAS the Owner namely KRISHNA CHAKRABORTY died intestate on 08.05.2020, leaving behind her only legal heirs and successors of aforesaid flat left by said KRISHNA CHAKRABORTY. Now said (1) SRI SOUMYA KANTI CHAKRAVORTY AND (2) MS. SUHA PRIYADARSHINI CHAKRAVORTY became the joint owners of the aforesaid flat.

AND WHEREAS the said (1) SRI SOUMYA KANTI CHAKRAVORTY AND (2) MS. SUHA PRIYADARSHINI CHAKRAVORTY after getting by legal heirs the aforesaid flat, recorded their names in the then K.M.C. recorded by giving taxes time to time accordingly his Corporation recorded address of his said property is known and numbered as K.M.C. Premises No. 64, South Park, P.O. Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075, Assessee No 31-103-44-0064-0 and its mailing address is 6, South Park "CHARUBHABAN" Santoshpur, P.S. Purba Jadavpur now survey Park, Kolkata-700 075.

AND WHEREAS the Owner namely SAMBHU NATH DAS, died intestate on 05.01.1995, leaving behind this only legal heirs and successors of aforesaid flat No. 2, Southern side left by said SAMBHU NATH DAS. Now said wife SMT. JYOTSNA DAS, one married daughter SMT. CHANDRA SENGUPTA AND one son namely SRI RANABIR DAS, became the 1/3 joint owners of the aforesaid flat.

AND WHEREAS By virtue a Deed of Gift dated 18th day of February, 2020 and registered in the office of DSR IV, Alipore South 24 Parganas, and recorded in Book No. I, Volume No. 1604-2020, Pages 30128 to 30166, Being No. 00745 for the 2020, then the Donors namely (1) SMT. JYOTSNA DAS, wife of Late Sambhu Nath Das, by faith -Hindu, by Nationality - Indian, by occupation-Housewife, residing at 16/1, Lake East 3rd Road, P.O. Santoshpur, P.S. Survey Park, Kolkata 700 075, in the District South 24 Parganas. (2) SMT. CHANDRA SENGUPTA, wife of Kingshuk Sengupta and daughter of Late Sambhu Nath Das, by faith - Hindu, by Nationality Indian, by occupation-Housewife, residing at 289, Parnashree Pally, P.O. & P.S. Parnasree Kolkata - 700 060, in the District South 24 Parganas, the then 2/3rd share Gifted ALL THAT residential Flat No. 2, containing a super built area of flat 414.53 sq ft. more or less out of 621.79 sq ft. more or less situated on the Ground floor Southern side of the three storied building in favour of SRI RANABIR DAS, son of Late Sambhu Nath Das, by faith-Hindu, by occupation- Business, residing at

16/1, Lake East 3rd Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, in the District South 24 Parganas the then Purchaser of the flat No. 2 containing a super built area of flat 621.79 sq. ft. more or less situated on the Ground floor Southern side of the three storied building, more fully and particularly described and thereby SRI RANABIR DAS became the absolute owner thereof.

AND WHEREAS the said SRI RANABIR DAS after getting by gifted the aforesaid flat, recorded my name in the then K.M.C. recorded by giving taxes time to time accordingly his Corporation recorded address of his said property is known and numbered as K.M.C. Premises No. 58, South Park, P.O. Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075, Assessee No. 31-103-44-0058-5 and its mailing address is 6, South Park "CHARUBHABAN" Santoshpur, P.S. Purba Jadavpur now survey Park, Kolkata-700 075.

AND WHEREAS by way of family settlement and Partition was made on 29.08.1983 registered at S.R Alipore, South 24 Parganas, Book No.-1, Volume No. 108, Pages 152 to 172, Being No. 04393 for the year 1983 in between the legal heirs of Late Ramesh Chandra Das as described in his last WILL, by the said Partition Deed SRI BISWANATH DAS, son of Late Ramesh Chandra Das become the absolute owner of the flat No. 3, on the 1st floor Northern side measuring about 597 Sq.ft. built up area of the 3 storied building together with the undivided proportionate share of land measuring about 5 Kathas 33 sq. ft. and staircase and the common facilities and all easements rights, privileges in the building

AND WHEREAS the Owner namely BISWANATH DAS, died intestate on 30.03.1984, leaving behind his only legal heirs and successors widow KAMALA DAS of aforesaid flat No. 3, Northern side on the First floor. Now said KAMALA DAS became the absolute owner of the aforesaid flat.

AND WHEREAS the said KAMALA DAS after getting by only legal heirs widow wife the aforesaid flat, recorded her name in the then K.M.C. recorded by giving taxes time to time accordingly the Corporation recorded address of her said property is known and numbered as K.M.C. Premises No. 59, South Park, P.O. Santoshpur, P.S. Purba Jadavpur, Kolkata- 700 075, Assessee No. 31-103-44-0059-7 and mailing address is 6, South Park "CHARUBHABAN" Santoshpur, P.S. Purba Jadavpur now survey Park, Kolkata-700 075.

AND WHEREAS the all Owners declaration for single Premises and single Assessee dated 20.09.2023 and registered with the office of the D.S.R. III, Alipore, south 24 Parganas in Book No. 1, Volume No. 1603-2023, Pages 390199 to 390218, Being No. 160314477 for the year 2023.

AND WHEREAS the all Owners (1) SRI AMIT DAS, (2) SRI RANABIR DAS, (3) SMT. KAMALA DAS, (4) SMT. ANIMA DATTA, 5(A) SRI SOUMYA KANTI CHAKRAVORTY, (B) MS. SUHA PRIYADARSHINI CHAKRAVORTY, jointly seized and possessed of the said landed property and they mutated their names before the Kolkata Municipal Corporation in respect of the aforesaid landed property and known and numbered as K.M.C. Premises No. 8, South Park, Kolkata- 700 075, Assessee No. 31-103-44-0008-1, mailing address at 6, South Park, P.O. Santoshpur, P.S. Survey Park, Kolkata -700075, District-South 24 Parganas.

AND WHEREAS over since then the owners herein are fully seized and possessed of the said land measuring about 05 Cottahs 00 Chittacks 33 Sq.ft. togetherwith 3 storied building standing thereon being K.M.C. Premises No. 8, South Park, Kolkata- 700075, Assessee No. 31-103-44-0008-1, mailing address at 6, South Park, P.O. Santoshpur, P.S. Survey Park, Kolkata -700 075, District - South 24 Parganas, free from all encumbrances, charges, liens and/or lispens etc. more fully described in the First Schedule hereunder hereafter called "Said Premises"

AND WHEREAS the owners the First Party herein are desirous to develop and promote the First Schedule land after demolishing the old RTS in joint venture by construction multi storied residential building with several flats and other spaces on ownership as per sanction plan to be sanctioned by the Kolkata Municipal Corporation on the said property more fully and particularly described in the FIRST SCHEDULE below and as such the FIRST PARTY herein approached the SECOND PARTY herein to raise such construction at his cost and/or at the cost of his nominee on the FIRST SCHEDULE property as per the plan to be sanctioned by the Kolkata Municipal Corporation for the benefit of the parties to this Agreement.

AND WHEREAS the Second Party being the Developer herein after considering the proposal of the First Party the Owners, herein has agreed to raise a multi storied residential building as per sanction plan to be sanctioned by the Kolkata Municipal Corporation at his own costs and/or his nominees' cost on the property described in the First Schedule below on certain terms and conditions to which the parties herein agreed.

NOW THIS INDENTURE WITNESSETH that in pursuance of the consideration of the said total sum of Rs./- (Rupees) only, the true and lawful money of the Union of India paid by the Purchasers to the Owner, for proportionate share of land and cost of construction of the said building, on or before the execution of these present and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers of self-contained residential Flat in complete and finished condition. The Vendors/Developer both hereby grant, transfer, convey, sell, assigns and assure to and unto and in favour of the Purchasers, free from all sorts of encumbrances **ALL THAT** the finished self contained Flat, measuring a bit more or less (.....) sq.ft. super built up area together with half the depth in the floor and the roof of the said unit measuring (.....) sq.ft. more or less including together with common right to use lift and stair up to roof and all ways, paths, passages and common enjoyment of the roof of the building at the absolute exclusion of any right and authority both of the Owners/Vendors/Developer to construct any further floor or floors on the present roof, drains, water courses, water reservoir on the ground floors, electric motor pump, meter room, overhead water tanks on the roof of the said building and all water pipe lines connected with the said building from the water reservoir and tanks and sewer line and other pipe lines etc. together with undivided proportionate share of right, title and interest on land and other right, liberties, easements, appendages, appurtenances and estate right, title, interest, property, claim whatsoever of the Vendors and the Developer/Attorney in the said Flat and a , free from all sorts of encumbrances to hold the same absolutely and forever situate, lying at, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and delineated in the **PLAN** or **MAP** annexed hereto, bordered in **RED verges**, hereinafter referred to as the “said Flat and a ” **AND** all the estate, right, title, interest, inheritance use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and the Developer in and upon the said Flat to be used by the Purchasers for their residential purposes, hereby granted sold, transferred, conveyed, assigned and or intended so to be and also to the production of and or inspection for all lawful purposes upon payment of all costs and expenses there upon, reasonable notice of all deeds, paths, muniments, writings and evidence of title whatsoever relating to or concerning the said Flat, at any time heretofore were or was or hereafter shall or

may be in the custody, possession or power of the Vendors and the Developer **TO HAVE AND TO HOLD** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use, trust or other thing whatsoever to alter defect, encumber or make void the said, and the Vendors and Developer/Attorney doth hereby covenant with the Purchasers that notwithstanding any acts, deeds, matter, assurances or thing whatsoever made, done, executed, occasioned or suffered to the contrary, Vendors/Developer are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Flat and the said here by granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect in indefeasible estate or inheritance in fee simple in possession without any manner of hindrance lawful eviction, interruption claim or demand whatsoever from or by the Vendors /Developer any person or persons lawfully or equitably claiming or to claim from, under or in trust for the Vendors and the right and privileges as to the restriction hereunder and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharges or otherwise by the Vendors well and sufficiently saved, defended, keep harmless and indemnified of and from and against all the manner of former or other estate, encumbrances, claim, demands, charges, liens, lispence, debts and attachments, whatsoever had made done executed, occasioned or suffered by the Vendors and the Attorney or any person or to claim from, under or in trust for the Vendors and Developer/Attorney and that free and clear and freely and clearly and absolutely acquitted, executed, discharged or otherwise by the Vendors or the Developer/Attorney well and sufficiently saved defended kept harmless and indemnified of other estate, right, title, lease, mortgage, charges, trusts, wakf, debtor, attachments, executions, lispences, claim, demand and encumbrances, whatsoever made done occasional 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 and estate, right, title, interest whatsoever in the said Flat and the said hereby granted, sold, transferred, 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 their request and cost of the Purchasers do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting,

transferring, conveying, assigning and assuring the said Flat and the said hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said hereby granted, sold transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid shall or may be reasonably required and that the Purchasers hereby covenant with the Vendors/Developer that the Purchasers will and shall maintain the Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially effect the other floors and flat **AND** the Vendors/Developer have now in themselves good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and the said hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and all times hereafter peaceably and quietly hold, use, possess and enjoy the said Flat and the said hereby granted, sold, transferred, 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 and Attorney or other Co-Owners of the said Building and that they will pay their share or rates and taxes proportionately, relating to the said building until separation and mutation is effected in respect of the said Flat and the said and the separate assessment is made thereby and shall always pay the rates of maintenance charges for the expenditures of the common parts of the Building as will be reasonably assessed by the building committee and/or Owners' Association and that they will and shall not incur, cut, damages any of the main walls, roofs, common stair case, common passage and or common sewers so as to cause damages to the said Ground Plus Three Storied Building with Lift facility and or the said premises and further that the Purchasers shall and will bear jointly with the other Flat/Space Owner or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage, and or common sewers and further that Purchasers shall and will bear jointly with the other Flat Owners or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage and common sewers and common parts of the building as mentioned earlier **AND THAT** the Vendors /Developer and the Purchasers hereby had agreed with each other that the Purchasers shall be entitled to enjoy and install electric meter on one of their own name for the aforesaid Flat in the meter room at their

own costs and also telephone and cable connection separately in the said Flat and that the water supply shall be from the over head water reservoir of the roof and the water will be lifted from the Ground Floor water tank connected with water, of the said building and the Purchasers shall share the pro-rata costs or electricity charges and or generators costs if installed, with other co-owners of the other Flats and or tenants of the said building and that the stair case/lift leading to the said flat from the Ground Floor up to roof and the passage for ingress and egress from the road to the building and to the stair case/lift shall be used by the Purchasers and or their men, agents, servants etc. commonly with the other co-owners and or tenants of the said building and that the Developer/Attorney shall render all possible help and co-operation to the Purchasers for the purpose of mutation of the Purchasers' name jointly in the Assessment Record of the Kolkata Municipal Corporation concerning the said Flat and the said of the Purchasers in proportion of the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoings payable in respect of the said premises directly to the authorities concerned and the said rates and taxes etc. and the Purchasers shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoing payable in respect of the said premises directly to the authorities concerned and that the said rates and taxes etc. and the Purchasers shall also entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed, subject to the terms herein contained to any person or persons without the consent of the Vendors/Developer/Attorney or any other Co-Owners who may have acquired before and whom may hereafter acquire any right title and interest acquired by the Purchaser or Purchasers under the terms these presents and that the Purchasers' undivided interest in the soil as more fully described in the **FIRST SCHEDULE** hereunder written shall remain common for all times to come that is to say that the Purchasers shall become Co-Owners and Co-Sharers for all times to come in respect of the soil and or ground of the said building proportionately with the other co-owners who may hereafter or heretofore have acquire right title and interest in the soil of the said premises. The Purchasers shall abide by the rules and regulations of the committee of the building.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring an area 05 Cottahs 00 Chittacks 33 Sq.Ft. be the same a little more or less together with 3 storied building standing thereon situated at Mouza - Santoshpur, J.L. No. 22, Pargana - Khaspur, R.S. No. 18, Touzi No. 151 on portion of C.S. Dag No. 70, appertaining to C.S. Khatian No. 167, Police Station- formerly Tollygunge thereafter Jadavpur then Kasba then Purba Jadavpur at present Survey Park Sub - Registry Office A.D.S.R. Sealdah, within the District South 24 Parganas within Kolkata Municipal Corporation, Ward No. 103, being K.M.C. Premises No. 8, South Park, Kolkata- 700 075, Assessee No. 31-103-44-0008-1, mailing address at 6, South Park, P.O. Santoshpur, P.S. Survey Park, Kolkata -700 075, District - South 24 Parganas together with whatsoever easement rights in common with the other persons having the like right to pass and re-pass over the roads lying or situate adjacent to the said property.

The same is butted and bounded as follows:-

On the North : 4, South Park,

On the South : 8, South Park,

On the East : 20ft wide K.M.C. Road,

On the West : 11/B West Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE FLAT AND SOLD IN FAVOUR OF
THE PURCHASERS)

ALL THAT _____. of self- contained residential Flat being No. on the Floor, side, measuring about sq.ft. more or less carpet area up area, comprising of together with the undivided proportionate share and interest in the land underneath the said building and all common rights over the common areas and facilities at Municipal Premises and the said Flat and the

said are delineated and demarcated in the PLAN or MAP annexed herewith and colour with **RED border**, which will be treated as part of this Indenture.

THE THIRD SCHEDULE
(COMMON AREA AND FACILITIES)

- a. The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b. The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, entrance and exists of the building.
- c. The easements and wards.
- d. Installation of common services such as powers, lights, water, sewerage etc.
- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter, pump and switches fixed in the common areas.

THE FOURTH SCHEDULE
(DESCRIPTION OF THE COMMON EXPENSES)

- 1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
- 2. All charges and deposits for suppliers of common utilities to the Owners in common.
- 3. Proportionate share of Municipal Tax, water tax and other levis in respect of the land and building save those separately assessed of the Purchasers' Unit.
- 4. Proportionate share of insurance premium for insuring the Building.
- 5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.

6. Electricity charges for the electrical energy, consumed for the operation of the common service.
7. Costs of maintenances, repairs and replacements of common Installations.
8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.
9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Purchasers in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

THE FIFTH SCHEDULE

(OTHER RULES AND REGULATIONS)

- a) The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and or the common parts of the building and roof and or in respect of the common service and utilities therein.
- b) The Owners' Association shall have the power and authority to such rules and regulations for the common purposes as may be the other or the Association may consider reasonable but not inconsistent with the provisions of the W.B. Apartment Ownership Act, 1972 and the Purchasers shall abide by the same.
- c) The Purchasers shall become members of the Association and shall apart from paying proportionately all costs and expenses relating thereto, sign such forms, papers, documents, memorandums articles, declarations, constitution, rules and regulation as may be necessary and reasonably required for the purpose.
- d) The Purchasers cannot do additions or alterations or constructions of permanent nature in the outside of the said flats or any part thereof which will effect the structure and/or of the building.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand and signature to these presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

Presence of:-

WITNESSES:-

1.

(SIGNATURE OF THE OWNERS/VENDORS)

2.

(SIGNATURE OF THE PURCHASERS)

.....

**(SIGNATURE OF THE BUILDER/
DEVELOPER/ATTORNEY)**

Drafted and Prepared By

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs./- (Rupees) only, as full and final consideration money of the Flat and the of this Deed, as per following Memo:-

MEMO:-

TOTAL

.....

Rs.

.....

(RUPEES) ONLY.

WITNESSES:-

1.

SIGNATURE OF THE

2.

OWNER/DEVELOPER

