

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of in the year of Two Thousand and Twenty-Four (2024).

BETWEEN

(1) SRI HIRANMOY DAS (PAN: AGPPD7969J), by occupation Retired **(2) SRI JAGANMOY KUMAR DAS (PAN : ADQPD3693M)**, by occupation retired **(3) SRI TANMOY KUMAR DAS (PAN: CAOPD8263N)**, by occupation service, all sons of Late Sudhir Chandra Das, all residing at 3A, Raja Apurba Krishna Lane, P.S. & P.O. Sinthee, Kolkata – 700 050, **(4) SMT. SWAPNA DUTTA (PAN: DDHPD2655B)** wife of Sri Anjan Dutta, daughter of Late Sudhir Chandra Das, by occupation Housewife, residing at 3A, Raja Apurba Krishna Lane, P.S. & P.O.

Sinthee, Kolkata – 700 050, (5) **SMT. SHIBANI DAS (PAN : BSPPD4251A)** , wife of Late Jotirmoy Kumar Das (6) **SRI NILAJAN DAS (PAN: APPPD3416B)**, son fo Late Jotirmoy Kumar Das, both residing at 3A, Raja Apurba Krishna Lane, P.S. & P.O. Sinthee, Kolkata – 700 050, (7) **SMT. MADHUMATI GHOSH (PAN: CDAPG0329K)**, wife of Sri Sujit Ghosh & daughter of Late Sudhir Chandra Das, by occupation Housewife , residing at Bankim Pally (East) , P.O. & P.S.-Madhyamgram, Kolkata- 700 129, Dist. North 24-Parganas, (8) **SMT. MADHABI DAS (PAN: AVYPD1088L)**, wife of Late Chinmoy Kumar Das, (9) **SRI KRISHNENDU DAS (PAN: AVZPD8288K)**, son fo Late Chinmoy Kumar Das, (10) **SMT. MAUSUMI BHANJA (PAN: AXXPB1684M)**, daughter of Late Chinmoy Kumar Das, all residing at 3A, Raja Apurba Krishna Lane, P.S. & P.O. Sinthee, Kolkata – 700 050, (11) **SMT. GOPA DAS (PAN: EBYPD9930B)**, wife of Late Mrinmoy Kumar Das, (12) **SMT. MOUMITA DAS MONDAL (PAN: BAFPD4564C)**, wife of Sri Samir Mondal & daughter of Late Mrinmoy Kumar Das, (13) **SMT. ROSHMI DAS MONDAL (PAN: EBYPD9142K)**, wife of Sri Prabir Mondal & daughter of Late Mrinmoy Kumar Das, all residing at 6/1H, Raja Apurba Krishna Lane, P.S. & P.O. Sinthee, Kolkata – 700 050, (14) **SMT. RATNA DALAPATI (PAN: CCYPD3648H)**, wife of Sri Jayanta kumar Dalapati & daughter of Late Sudhir Chandra Das , by occupation Housewife , residing at 474, Pocket- 5, Mayur Vihar, Phase – I , P.O. Mayur Vihar I, Pocket 3, P.S. – Pandav Nagar, East Delhi, Delhi- 110 091 all of them by faith Hindu, by nationality Indian, all herein after collectively called duly represented by their lawfully constituted **Attorney Sri Bhaskar Das (PAN:), (Aadhar No.), (DOB-),** son of Late Sudhanshu Kumar Das, by occupation Business, by faith Hindu, by nationality Indian, residing at 3/1A, Bir Ananta Ram Mondal Lane, P.O. – Sinthee, P.S. – Baranagar, Kolkata – 700 050, hereinafter referred to as the **“OWNERS/VENDORS”** (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs executors, administrators, successors-in-interest and permitted assignees), of the **FIRST PART**.

AND

M/S. BHUMI DEVELOPER, a sole Proprietorship Firm having its office at 3/1A/1, Mondal Para Lane, P.O.- Sinthee, P.S. – Baranagar, Kolkata – 700 050, North 24-Parganas, the firm being represented by its sole Proprietor **Sri Bhaskar Das (PAN:), (Aadhar No.), (DOB-),** son of Late Sudhanshu Kumar Das, by occupation Business, by faith Hindu, by nationality Indian, residing at 3/1A, Bir Ananta Ram Mondal Lane, P.O. – Sinthee, P.S. – Baranagar, Kolkata – 700 050, North 24-Parganas hereinafter referred to as the **“PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**.

AND

(1) MR. (PAN:) (Aadhar), (DOB-), of and (2) (PAN:) (Aadhar), (DOB-), of , both by faith Hindu, by Nationality Indian, both by occupation & respectively, both residing at....., Post Office , Police Station , District – , Pin- , hereinafter jointly referred to as the “**PURCHASER/S**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her/their respective legal heirs, legal representatives, executors, administrators and assigns etc.) of the **THIRD PART**.

The Owner, Promoter and the Purchaser/s shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. One Bhola Nath Das was the absolute owner and possessor land, lying and situated at Mouza – Sinthee, J. L. No. 11, corresponding to the Premises No. 3A, Raja Apurba Kristo (Krishna) Lane, Kolkata – 700 050, Touzi No. 2833, Division– I , Sub- Division – 14, under the jurisdiction of the Kolkata Municipal Corporation, in Ward No . 002, Holding No. 216/17/115/116C, Cossipore Police Station, thereafter the said Bhola Nath Das died intestate leaving behind his 4 Four sons namely Sri Barada Prasad Das, Sri Trailayaka Nath Ds, Sri Madhusudan Das & Sri Kali Pada Das as his exclusive joint legal heirs and successors.
- B. The above said Kali Pada Das one of the four sons of Late Bhola Nath Das possessing 1/4th share in the above said land thereafter raised Pucca Shed & R.T. Shed structure thereupon the said land and continued to enjoy the same till he died intestate on 04.09.1935 leaving behind his only son Sri Sudhir Chandra Das as his sole exclusive legal successor & he inherited the 1/4th share in the said landed property left behind by his deceased father Late Bhola Nath Das, his own share being the land admeasuring 5 Five Cottahs 7 Seven Chittacks 15 Fifteen Square Feet, be it the same a little more or less.
- C. Since then the said Sri Sudhir Chandra Das became absolutely seized of, possessed or otherwise well occupied of **ALL THAT** piece or parcel of bastu land 5 Five Cottahs 7 Seven Chittacks 15 Fifteen Square Feet, be it the same a little more or less, along with all the structures / building thereupon , the property being sitate at Mouza – Sinthee, J. L. No. 11, corresponding to the Premises No. 3, Raja Apurba Krishan Lane, Kolkata – 700 050, Touzi No. 2833, Division– I , Sub- Division – 14, under the jurisdiction of the Kolkata Municipal Corporation, in Ward No . 002, Holding No. 216/17/115/116C, Sinthee Police

Station, and mutated his name in the records of the concerned municipal body and continued to enjoy the same and had been paying all the requisite municipal corporation Taxes and statutory fees etc.

- D.** The said Sudhir Chandra Das while enjoying as well seized and occupied the above said property being ALL THAT piece or parcel of bastu land admeasuring 5 Five Cottahs 7 Seven Chittacks 15 Fifteen sq. ft., be it the same a little more or less, along with a two storied building i.e., 1510 sq. ft. on the Ground Floor & 395 sq. ft. on the First Floor & also a 510 sq. ft. R.T. Shed structure , all standing thereupon, died intestate on 14/10/1965 leaving behind the following as his exclusive legal heirs :- 1. his wife Smt. Renuprova Das , 6 six sons namely (1) Sri Chinmy Kumar Das , (2) Sri Jotirmoy Kumar Das, (3) Sri Mrinmoy Kumar Das, (4) Sri Hiranmoy Das, (5) Sri Jaganmoy Kumar Das, & (6) Sri Tanmoy Kumar Das, and 4 four daughters namely (1) Smt. Krishna halder, wife of Late Sisir Kumar Halder, (2) Smt. Swapna Dutta, wife of Sri Anjan Dutta, (3) Smt. Ratna Dalapati, wife of Sri Jayanta Kumar Dalapati & (4) Smt. Trishna Chowdhury, wife of Sri Sanjoy Chowdhury , each of them becoming 1/11th undivided share holder/ co-sharer in the said left behind landed property.
- E.** Thereafter on 26/03/2008 the second son of Late Sudhir Chandra Das namely Jotirmoy Kumar Das died intestate leaving behind his wife Smt. Shibani Das & only son Sri Nilanjan Das & only daughter Smt. Madhumita Ghosh as his exclusive joint legal heirs and successors to his left behind share in the above said property.
- F.** Thereafter on 07/05/2009, the wife of Late Sudhir Chandra Das died intestate leaving behind her 5 five sons namely (1) Sri Chinmoy Kumar Das, (2) Sri Mrinmoy Kumar Das, (3) Sri Hiranmoy Das, (4) Sri Jaganmoy Kumar Das & (5) Sri Tanmoy Kumar Das and 4 four daughters namely (1) Smt. Krishna Halder, wife of Late Sisir Kumar Halder , (2) Smt. Swapna Dutta, wife of Sri Anjan Dutta, (3) Smt. Ratna Dalapati, wife of Sri Jayanta Kr. Dalapati & (4) Smt. Trishna Chowdhury wife of Sri Sanjoy Chowdhury, and 1 one daughter-in-law Smt. Shibani Das wife of her predeceased son Late Jotirmoy Kumar Das and 1 one Grand son Sri Nilanjan Das , son of her predeceased son Late Jotirmoy Kumar Das & 1 one Grand daughter Smt. Madhumita Ghosh daughter of her predeceased son Late Jotirmoy Kumar Das who became exclusive joint heirs & successors pro-rata to her left behind share in the above said landed property.
- G.** On 20/06/2018 the First son of Late Sudhir Chandra Das namely Chinmoy Kumar Das died intestate leaving behind his wife Smt. Madhabi Das , one son Sri Krishnendu Das & one daughter Smt. Mausumi Bhanja as his exclusive joint legal heirs & successors to inherit pro-rata his left behind share in the above said landed property.

- H.** Thereafter on 19/09/2018 the above said co-sharers of the above said entire landed property two shareholders namely Smt. Krishna Halder & Smt. Trishna Chowdhury jointly gifted absolutely their total undivided 2/10th share of interest in the said property being ALL THAT bastu land admeasuring 1 one Cottah 1 one Chitack 21 Twenty One sq. ft. , be it the same a little more or less, & their share in the two storied building thereupon being 302 sq. ft. on the Ground floor & 73 sq. ft. on the first floor and 102 sq. ft. R.T. Shed out of total property being ALL THAT piece or parcel of bastu land 5 Five Cottahs 7 Seven Chittacks 15 Fifteen Square Feet, be it the same a little more or less, along with a two storied building i.e., 1510 sq. ft. on the Ground Floor & 395 sq. ft. on the First Floor & also a 510 sq. ft. R.T. Shed structure , all standing thereupon, the property being situate at Mouza – Sinthee, J. L. No. 11, corresponding to the Premises No. 3, Raja Apurba Krishan Lane, Kolkata – 700 050, Touzi No. 2833, Division– I , Sub- Division – 14, under the jurisdiction of the Kolkata Municipal Corporation, in Ward No . 002, Holding No. 216/17/115/116C, Sinthee Police Station, unto & in favour of said Sri Mrinmoy Kumar Das, Sri Hironmoy Das, Sri Jaganmoy Kumar Das, Sri Tanmoy Kumar Das, Smt. Swapna Dutta, Smt. Ratna Dalapati, Smt. Shibani Das, Sri Nilanjan Das, Smt. Madhumita Ghosh, Smt. Madhabi Das, Sri Krishnendu Das & Smt. Mausumi Bhanja vide a registered Deed of Gift, executed on 19/09/2018 and registered with the office of A.D.S.R. Cossipore, DiumDum, North 24 Parganas & the same was recorded in the Book No. I, CD Vol. No. 1506-2018 , Pages from 384264 384314 & as the being No. 150608509 for the year 2018.
- I.** On 23/12/2020 the Third son of Late Sudhir Chandra Das namely Mrinmoy Kumar Das died intestate leaving behind his wife Smt. Gopa Das , one two daughters Smt. Moumita Das Mondal & Smt. Roshmi Das Mondal as his exclusive joint legal heirs & successors to inherit pro-rata his left behind share in the above said landed property.
- J.** As a result of series of succession & the gift deed as explained herein above the above said entire landed property left behind by Late Sudhir Chandra Das has now become jointly & exclusively owned by the following joint co-sharers /co-perceneries each holding undivided shares as detailed below:-

1. Hiranmoy Das	-----	1/8 th
2. jaganmoy Kumar Das	-----	1/8 th
3. Tanmoy Kumar Das	-----	1/8 th
4. Swapna Dutta	-----	1/8 th

5. Ratna Dalapati	-----	1/8 th
6. (a) Shibani Das	}	
(b) Nilanjan Das	} jointly -----	1/8 th
(c) Madhumati Das	}	
7. (a) Madhabi Das	}	
(b) Krishnendu Das	} jointly -----	1/8 th
(c) Mausumi Bhanja	}	
8. (a) Gopa Das	}	
(b) Mousumi Das Mondal	} jointly -----	1/8 th
(c) Roshmi Das Mondal	}	

- K.** Since then the above said joint owners namely Sri Hiranmoy Das, Sri Jaganmoy Kumar Das, Sri Tanmoy Kumar Das, Smt, Swapna Dutta, Smt. Ratna Dalapati, Smt. Shibani Das, Sri Nilanjan Das, Smt Madhumita Gosh, Smt. Madhabi Das, Sri Krishnendu Das, Smt, Mausumi Bhanja, Smt. Gopa Das, Smt. Moumita Das Mondal & Roshmi Das Mondal, the Land owners herein & as the joint owners with respect to ALL THAT bastu land admeasuring 1 one Cottah 1 one Chitack 21 Twenty One sq. ft. , be it the same a little more or less, & their share in the two storied building thereupon being 302 sq. ft. on the Ground floor & 73 sq. ft. on the first floor and 102 sq. ft. R.T. Shed out of total property being ALL THAT piece or parcel of bastu land 5 Five Cottahs 7 Seven Chittacks 15 Fifteen Square Feet, be it the same a little more or less, along with a two storied building i.e., 1510 sq. ft. on the Ground Floor & 395 sq. ft. on the First Floor & also a 510 sq. ft. R.T. Shed structure , all standing thereupon, the property being situate at Mouza – Sinthee, J. L. No. 11, corresponding to the Premises No. 3, Raja Apurba Krishan Lane, Kolkata – 700 050, Touzi No. 2833, Division– I , Sub- Division – 14, under the jurisdiction of the Kolkata Municipal Corporation, in Ward No . 002, Holding No. 216/17/115/116C, Sinthee Police Station, more particularly described in the **SCHEDULE- “A”** written herein below and referred to as ‘**Entire Landed Property**’ , mutated their names in the record of the Calcutta Municipal Corporation and have been paying Taxes & Rates to the competent authority regularly. The Owners/ Vendor have got marketable title upon the said property is free from all encumbrances charges liens lis pendens attachments trust whatsoever or however and that the Owners are now seized and possessed of or otherwise well and sufficiently entitled to all that the **Entire Landed Property**.
- L.** Being satisfied with regard to right, title, interest and possession in the said property of the owners , the Promoter has approached the owners, to develop the **Entire Landed Property**’ by constructing a new multi-storied (G+4)

building thereupon the land , comprising of ground floor & 4 upper floors i.e., five storied building consisting of several Flats/Shops/Garages etc., with his own finance as per the Plan to be sanctioned by the Kolkata Municipal Corporation and the Owners agreed to the said proposal of the Promoter.

- M.** In pursuance thereof the Owners herein entered into two separate similar registered **Development Agreement-cum- Development Power of Attorney**, both registered with A.D.S.R. , Cossipore Dum Dum viz., (a) the first one executed by above said owners from Sr. Nos. **1 to 13** on **05/02/2021** recorded in **Book - I, Volume No. 1506-2021, Pages from 71692 to 71767 & Being No. 150601609 for the year 2021** & (b) the second one executed by above said owner in the Sr. No. **14** on **14/07/2021** recorded in **Book - I, Volume No. 1506-2021, Pages from 235311 to 235349 & Being No. 150605577 for the year 2021.**
- N.** The said Promoter has under the terms of the said Development Agreement has undertaken construction of a **G+4** storied building upon the **Entire Landed Property** as per the sanctioned plan being Building Permit **No. 2022010007 dated 13/04/2022 (said Sanction Plan)** uly sanctioned by the Kolkata Municipal Corporation and obtaining all other necessary sanctions and permissions from other Authorities.
- O.** The **Promoter** has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Authority at Kolkata on under **Registration No.**
- P.** That as per the said Development Agreement **Promoter** has constructed and completed the **G+ 4** storied building in the **Entire Landed Property** as per said Sanction Plan and the said building shall be known as **“CHARU SHILA BHABAN”**("Project").
- Q.** The Purchaser/s had applied for an Apartment in the Project and has been allotted **Apartment No.** having **Carpet Area** of **Square Feet**, (corresponding built up area of **Square Feet**), on the **Floor**, in building, along with **nos. of Open/Covered Car Parking Space Being No.** (measuring **135 Square Feet**, be the same a little more less) on the **Open Space/Ground Floor** of the building, as permissible under the applicable law **TOGETHER WITH** pro rata undivided, impartible and variable share in the common areas of the Project ("**COMMON AREAS**") (hereinafter referred to as the "**APARTMENT**" more particularly described in **Schedule-"B"** hereunder written).

- R.** By an Agreement for Sale **dated** (hereinafter referred to as the “**AGREEMENT FOR SALE**”) the Owner/Promoter agreed to sell and the Purchaser/s agreed to purchase the **Apartment** for the Total consideration of Rs. (Rupees) only therein and on the terms and conditions as agreed therein with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project and their mutual rights and obligations.
- S.** The Promoter has called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser, has taken possession of the Apartment to the Purchaser’s full satisfaction.
- A.** Before taking possession of the Apartment, the Purchaser/s has/have:
- (a) seen and examined the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Apartment, the Project, and accepted the floor plan, payment plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself/herself/themselves with regard thereto and shall not make any claim or demand whatsoever against the Promoter;
 - (b) been fully satisfied about the title of the Owner and Promoter to the **Entire Landed Property**’ /Project Land, the documents relating to the title of the Said Land/Project Land, the right of the Owners/Promoter, the Plan of the Project, the materials used in the Apartment and Appurtenances, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Purchaser/s and shall not raise any requisition about the same.
- B. REPRESENTATIONS AND WARRANTIES OF THE OWNERS AND PROMOTER:**
- The Owners & Promoter hereby represents and warrants to the Purchaser/s as follows:
- (i) The Owners have absolute, clear and marketable title with respect to the Project Land; the Owner/Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;
 - (ii) The Owners & the Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - (iii) There is no encumbrances upon the Project Land or the Project;

- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Apartment;
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Project Land, the Tower/Building and the Apartment and the Common Areas (till the time the Common Areas and Facilities are transferred to the Association);
 - (vi) The Owners/Promoter have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
 - (vii) The Owners/Promoter confirm that they are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance;
 - (viii) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
 - (ix) The Owner/Promoter have duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority till the Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and the Apartment is deemed to have been handed over to the Purchaser in terms of the notice of Possession issued to the Purchaser (equipped with all the specifications, amenities and facilities).
 - (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Owner/Promoter in respect of the Project Land and/or the Project.
- C. In pursuance of the said Agreement for sale this Deed of Conveyance is being executed by the Owners/Promoter in favour of the Purchaser/s to give effect to the transfer of the Apartment and the rights appurtenant thereto in favour of the Purchaser/s.

I. NOW THIS INDENTURE WITNESSETH as follows:

In pursuance of the said Agreement for Sale dated and in terms of the conditions mutually agreed upon and in total consideration of payment of the said sum of **Rs./- (Rupees) only**, the lawful money of the Union of India truly paid by the Purchaser/s to the Promoter on or before the execution of these presents (the receipt whereof the do hereby admit and acknowledge and/or from the same and every part thereof doth hereby acquit and forever discharge to the Purchaser/s,) the Owner/Promoter deliver and the Purchaser/s hereby taken the vacant peaceful possession of the **Said Apartment** more fully and particularly described in the **Schedule-“B”** hereunder written and the said Owner/Promoter do hereby indefeasible grant, sell, convey, transfer and assure and assign free from all encumbrances, attachments, liens, charges etc. unto and in favour of the Purchaser/s **All That the Said Apartment** at the Said Land more fully and particularly described in the **Schedule-“B”** hereunder written together with common parts and portions, area and facilities and amenities provided thereon together with proportionate share in the land Together With right to common with other Purchasers or Owners so acquiring similar right to enjoy and posses all common passages roof open spaces stairs case landing lobbies drains water courses, easement advantages liberties rights and privileges in anywise appertaining thereto or reputed to belong to the estate right title interest claim and demand of the Owner/Promoter into and upon the Said Apartment and Said Land, the specific purchased **Said Apartment** of the Purchaser/s specifically described in the **Schedule “B”** written hereunder, free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchaser/s shall has/have full easement right over the **Said Apartment** and the common parts in common with the co-owners, Purchasers and occupiers of the said building such common being described in the **Schedule-“C”** hereunder written and impositions on the **Said Apartment** of the building and the common expenses being described in the **Schedule-“D”** in connection with the **Said Apartment** and the said building proportionately also such other expenses as may be included in the said common expenses **TO ENTER INTO AND TO HAVE AND TO HOLD OWN POSSESS AND ENJOY** the **Said Apartment** of the building constructed on the basis of the sanctioned plan, hereby granted transferred assured and conveyed to the Purchaser/s absolutely and forever and the Owner/Promoter do hereby covenant and agree with the Purchaser/s **THAT NOTWITHSTANDING** any act deed or things whatsoever and amenities by the Owner/Promoter or by any of its ancestors or predecessors in title done or executed or knowingly suffered to the contrary the Owner/Promoter now have good right full power and absolutely authority and indefeasible title to grant sell convey and transfer the **Said Apartment** of the said building and also the Specifications, amenities, facilities, common areas and installation, common expenses and Liabilities as described in the **Schedule-“C” & Schedule-“D”**, herein below respectively hereby grant convey sold and transferred or expressed or intended so to be unto and to the use and benefit of the Purchaser/s **his/her/ their**, heirs, legal representative, executors administrators, representatives, free from attachments, charges, liens, and lis pendants and that the Purchaser/s **his/her/ their**, heirs, legal

representative, executors, administrators, representatives and assigns shall and may at all times hereinafter peaceably and quietly posses and enjoy the **Said Apartment** of the said building and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Owner/Promoter or any person or persons claiming or having any lawful authority to claim as aforesaid **AND FURTHER THAT** the Owner/Promoter and all person having lawfully claiming any estate or interest whatsoever in the **Said Apartment** of the said building or in the said common areas and facilities and also on the land underneath or any part thereof from under entrust for the Owner/Promoter from or under any of its predecessors or successors, in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s, **his/her/their heirs**, executors, administrators representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly conveying and assuring the **Said Apartment** of the said building Together With common areas and facilities and the land underneath and other parts thereof unto and to the use of the Purchaser/s and **his/her/their heirs**, executors, administrators representatives and assigns as may be reasonable required and that the Purchaser/s, **his/her/their heirs** executors, administrators representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the **Said Apartment** of the said building or every part thereof without any lawful eviction hindrance and interruption disturbance claim or demand whatsoever from or by the Owner/Promoter or any person or persons or any other apartment owners of the building at the **Entire Landed Property**'.

II. THE OWNERS and PROMOTER doth hereby covenant with the **PURCHASER/S** as follows:-

(a) **THAT NOTWITHSTANDING** anything hereto before done or suffered to the contrary the Owners /Promoter has good and perfect right title and interest to convey, the **Said Apartment** and the undivided proportionate share in the **Entire Landed Property**' and all the rights privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the Purchaser/s in the manner aforesaid and that Owner/Promoter has not done or knowingly suffered anything whereby the **Entire Landed Property**' and the Said Apartment may be encumbered effected or imposed in estate title or interest or otherwise.

(b) There are no encumbrances charges trusts, liens, attachments claims or demands whatsoever now subsisting on the Said Apartment and **Entire Landed Property**' and that the **Said Apartment** and **Entire Landed Property**' is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any court or Revenue Authority.

(c) The Purchaser/s shall henceforth peacefully and quietly hold possess and enjoy the rents and profits derivable from and out of the **Said Apartment** without any

claims or demands hindrance interruption or disturbance from or by the Owner/Promoter or any person or persons claiming through or under or interest for the Owner/Promoter and without any lawful hindrance interruption or disturbance by any other person or persons whomsoever.

(d) The Owner/Promoter shall at all times do and execute at the request and expenses of the Purchaser/s all such further lawful acts, deeds and things and assurances as may be reasonably required by the Purchaser/s for better and/or further effectuating and assuring the conveyance hereby made or the title of the Purchaser/s to the property made or the Purchaser/s to the Said Apartment hereby sold and conveyed.

SCHEDULE –‘A’
(Entire Landed Property)

ALL THAT a piece or parcel of bastu land admeasuring about **5 Five Cotthas, 7 Seven Chittacks 15 Fifteen Square Feet**, be it the same a little more or less along with G+4 storied structure situated at the Kolkata Municipal Corporation Premises No – 3A, Raja Apurba Kristo (Krishna) Lane, P.S. & P.O. - Sinthee, Kolkata – 700050, comprised in Mouza – Sinthee, J.L. No. 11, Div- I, Sub-Div - 14, Touzi No.2833, Ward No. 002, Kolkata Municipal Corporation, Holding No. - 26/27/115/116C and under the revenue jurisdiction of Additional District Sub-Registrar, Cossipore Dum-Dum, and being butted and bounded by:-

ON THE NORTH:- By 12’ Feet wide Common Road;
ON THE SOUTH:- By Premises No. 3D, Raja Apurba Kristo (Krishna) Lane;
ON THE EAST:- By House of Sabita Das & Aurobinda Ghosh;
ON THE WEST:- By 20’ Feet wide Raja Apurba Kristo (Krishna) Lane;

SCHEDULE –‘B’
[APARTMENT]

ALL THAT the Apartment No. having **Carpet Area** of **Square Feet**, Balcony Area **Square Feet**, equivalent to built up area **Square Feet**, on the **floor**, in building known as “.....” which delineated in **RED** border on plan annexed hereto along with **nos. of Covered Car Parking Space** (measuring **135 sq. ft.** be the same a little more or less) in the **Open Space/Ground** Floor of the building as permissible under the applicable law, together with pro rata undivided, indivisible and variable share of the **Entire Landed Property** and together with pro rata undivided, indivisible and variable share in the Common Areas of the Project.

SCHEDULE-‘C’
(Common area/Facilities)

1. The proportionate undivided share of the land comprised in the Premises No. **3A, Raja Apurba Kristo (Krishna) Lane , Police station- Sinthee, Kolkata- 700 050,,** together with all easement rights and appurtenances belonging thereto.
2. The foundation column, beam and supports and in wall passages, stair, staircase, Lift, stairways open space of the premises to the roof, overhead tank with pump.
3. Installations of common service such as electricity lines, water supply line, drainage, sewerage etc.
4. All appurtenances and installations existing for common use.
5. General common areas and facilities hereto at all time be held jointly by the Purchaser with other flat owners and they shall not be entitled to make a portion or division thereof or claim to have exclusive right in any manner whatsoever to any portion of such general common areas and facilities.
6. The Purchaser along with other owners shall use the said general common areas and facilities for the purpose of which they are intended without hindering and/or encroaching upon the lawful rights of other owners in the building.
7. The Purchaser shall be entitled to apply to have her unit separately assessed for the purpose of assessment of Municipal Rates and Taxes if and in so far as the same are allowable in law.

SCHEDULE-‘D’
(COMMON EXPENSES)

1. That proportionate expenses of replacing re-decoration etc. of the main structure and outer walls in under or upon the building.
2. That proportionate cost of cleaning and lighting the common privy and passage landing thereon.
3. That proportionate cost of decorating the exterior of the building.
4. That proportionate cost of salaries of Care-taker and/or Durwan, if any.
5. Municipal and other taxes and/or outgoings proportionately.
6. The general common areas, facilities mentioned in the Schedule thereto shall at all times be held by the Purchaser with other flat/s or unit owners and neither the Vendors nor any owner/s and occupier/s of any flat/garage or shop/s in the

said building shall be entitled to make thereof in any manner whatsoever to any portion of such general common areas and facilities.

7. The Purchaser and the other owners of the different flat/s or shop/s shall use the said general common areas and facilities for the purpose for which they are intended without hindering or encroaching upon the lawful rights of owners and occupiers or other portions.
8. Subject to the provisions contained in these presents including the Schedule and subject to the provisions of law for the time being in force, the Purchaser shall be entitled to exclusive ownership, possession and enjoyment of the said flat with other rights attached thereto hereby conveyed together with all the benefits and facilities as herein specifically provided shall be heritable and transferable as any other immovable property.
9. The Purchaser undertakes to be a members of the association to be formed by the Flat/Unit or shop/garage owners guided by the Apartment Ownership Act, 1972.
10. The Vendors and the Developer shall and will from time to time or at all times hereafter at the cost and request of the Purchaser do and execute or cause to be done and executed all such acts, deeds, things and matters, whatever and whatsoever, for further, better and more perfectly assuring and conveying the said flat unto the Purchaser as shall or may be reasonably required.

IN WITNESS WHERE OF the parties herein above named have set their respective hands and signed this Deed of Conveyance at Kolkata in the presence of attesting witnesses, signing as such on the day, month and year first above written.

EXECUTED AND DELIVERED by the
OWNERS hereto at Kolkata in the presence

of:

Witness:

1.

2.

EXECUTED AND DELIVERED by the
PROMOTER hereto at Kolkata in the
presence of:

Witness:

1.

2.

EXECUTED AND DELIVERED by the
PURCHASER/S hereto at Kolkata in the
presence of:

Witness:

1.

2.

Drafted by me,

Mr. Nishant Kr. Saraf, Advocate (Enrolment No. F-314/2002)

M/s. Nishant Kr. Saraf Advocates

8, Old Post Office Street,

2nd Floor, Kolkata 700 001.

Email: nishantsaraf1976@gmail.com

Phone No. 9830235574 / (033) 22623384