

DEED OF CONVEYANCE
Police Station : Shibpur, District Howrah

THIS DEED OF CONVEYANCE is made on day of, (Two Thousand Twenty Five) 2025

BETWEEN.

MOZAFFAR HOSSAIN MOLLAH (PAN: AMEPM3965A, Aadhaar No. 3893 3070 7897), son of Late Haji Moslem Ali Mollah, by faith- Islam, by occupation- Business, residing at Village Baragohal, P.O. Birshibpur, P.S. Uluberia, District- Howrah, Pin-711316, hereinafter referred to as the **OWNERS/VENDORS/FIRST PARTY**, represented by their Lawful Constituted Attorney **SAMBHAV CONSTRUCTION** a sole proprietorship Firm, having its registered office at 208, Panchanantala Road, Post and Police Station-Howrah, Pin-711101, being represented by its sole proprietor **PRADIP KUMAR SINGH** (PAN: AUMPS7011D), Aadhaar No. 8048 2284 4060), son of Late Narad Singh, by faith Hindu, by occupation- Business, residing at 2 No. Deshpran Shasmal Road, P.O.- Howrah, P.S. Bantra, District- Howrah, Pin-711101,, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and assigns) of The **FIRST PART**.

AND

..... (PAN No.), (Aadhar No.),
 Son of, by Nationality - Indian, by faith - Hindu ,
 Occupation -, residing at, Post Office :
, Police Station :, Howrah -
, heirs of under referred to as the **PURCHASER/SECOND PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and assigns) of the **SECOND PART**.

AND

SAMBHAV CONSTRUCTION a sole proprietorship Firm, having its registered office at 208, Panchanantala Road, Post and Police Station-Howrah, Pin-711101, being represented by its sole proprietor **PRADIP KUMAR SINGH** (PAN: AUMPS7011D), Aadhaar No. 8048 2284 4060), son of Late Narad Singh, by faith Hindu, by occupation- Business, residing at 2 No. Deshpran Shasmal Road, P.O.- Howrah, P.S. Bantra, District- Howrah, Pin-711101, Hereinafter referred to as the **DEVELOPER / CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and assigns) of the **THIRD PART.**

WHEREAS one Abdul Rouf @ Abdur Rouf was the owner and khas possessor of more or less 4 (four) Bighas of the Bastu, Viti, Bagan, Nala, Pukur and Privy land with all other amenities and facilities alongwith the all type of easement right of using 12 feet wide common passage attached thereto under Mouza and P.S. Shibpur, D.S.R. and A.D.S.R. office Howrah, under J.L. No. 1, Re. Survey No. 2005, Touzi No. 736, Sheet No. 108 and 109 and after death of said Abdul Rouf Abdur Rouf the said properties were recorded in the name of his subsequent legal heirs under R.S. Khatian Nos. 41, 78, 79, 109, 138, 139, 143, 144, 164, 165 and 166 in Dag Nos. 106, 107, 108, 109, 112, 113, 128, 107/128, 35 and 40, being premises No. 16 Dakshin Buxarah 1 Bye Lane under Howrah Municipal Ward No. 41, P.S. Shibpur (at present under the P.S. of A.J.C. Bose Botanic Garden) Howrah.

AND **WHEREAS** during the peaceful enjoyment of the said property/properties the said Abdul Rouf died intestate leaving him behind his one son Sk. Nurejjama and one daughter Khairunnessa Bibi and Second

wife Somuronnessa Bibi who were used to enjoy jointly the property/properties left by said deceased Abdul Rouf.

AND WHEREAS as the said Somurannessa Bibi became the owner of two annas share as per Muslim Law in the peopertuy/ properties left by her deceased husband Abdul Rouf and the said Somuronnessa Bibi sold her property as entitled to get as per her two annas share in the property of her said deceased husband to one Kurchi Banu Bibi @ Kursi Banu Bibi, wife of Sk. Nurejjama by a Bikray Kobala executed on 10th June, 1939.

AND WHEREAS during peaceful enjoyment of their said properties the said SK. Nurejjama died intestate leaving him behind his wife Kurchi Banu Bibi @ Kursi Banu and five daughters namely (1) Nurjahan Bibi, (2) Goleanar Bibi, (3) Piyaronnessa Bibi, (4) Saleha Khatun @ Salema Bibi and (5) Baharunnessa Khatun/ Bibi who enjoyed their undivided share as per Muslim law of inheritance along with Khairunnessa Bibi, daughter of said late Abdul Rouf, sister of Sk. Nurejjama and the said properties was mutated only in the name of said Kurchi Banu Bibi in the record of Howrah Municipal Corporation although the names of other legal heirs were mutated / recorded in the R.S. Record of Right according to their share.

AND WHEREAS said Kurchi Banu Bibi @ Kursi Banu Bibi, wife of Sk. Nurejjama, transferred by way of gift of her undivided share in those properties in favour of one Abdur Rahim, son of Abdur Samad, by faith Islam, by Profession Teacher, resident of 10/1, Andul Road, P.S. Shibpur (at that time it was) by way of a registered Hebanama executed on 21.05.1966 registered at District Sub-Registrar, Howrah at present District Sub-Registrar- 1, Howrah, Howrah, recorded in Book No. 1, Volume No. 46, pages 218 to 224, being No. 2595 for the year 1966 and the said Abdur Rahim thereafter became the absolute owner of the properties mentioned in the aforesaid registered Deed of Hebanama and used to enjoy his share in the said land along with R.T. Shed room which was very dilapidated

condition in the said plot alongwith the other co-sharers in the said property/properties.

AND WHEREAS said Abdur Rahim during enjoyment of the said properties due to need of money transferred his undivided 4 (four) Cottahs of Bastu land with old dilapidated structures along with the easement right of 12 feet wide common passage and other amenities and facilities attached thereto being holding 16 No. Dakshin Buxarah 1st Bye Lane of Howrah Municipal Corporation under Ward No. 41, lying under Sheet No. 108 & 109, R.S. & Hal Dag Nos. 106, 108, 109, 113, 128 and 40, J.L. No. 1, Re. Survey No. 2005, Touzi No. 736, Khatian Nos. 78, 79, 138, 109 & 164, to one Marzook Manufacturing & Trading Co.(P) Ltd. by way of Saf Bikray Kobala executed on 12.07.1995 registered at District Sub-Registrar, Howrah, recorded in Book No. I, Volume No., 37, Pages 16 to 24, being No. 1638 for the year 2003 at a consideration of considerable price and the possession of the said sold land was handed over to said Marzook Manufacturing & Trading Co. (P) Ltd.

AND WHEREAS among the aforesaid five daughters of said deceased Nurejjama, one daughter namely Piyaronnessa Bibi, wife of Meher Ali Khan, during peaceful enjoyment of the said property died intestate living behind her three sons (1) Giasuddin Khan, (2) Salauddin Khan, (3) Riazuddin Khan and two daughters (1) Rashida Begum, wife of Rafique Mondal, and (2) Farida Begum, wife of Nazir Khan, as her legal heirs and successors of the property/ properties left by her.

AND WHEREAS while seized and possessed the said undivided property/ properties with other co-owners the said legal heirs transferred a part of their said undivided properties to Goleanar Bibi, and Salema Bibi, daughter of said deceased Sk. Nurejjama, by way of a Registered Deed of Sale dated 23rd day of November 1994.

AND WHEREAS while seized and possessed the said purchased property and the property inherited as the legal heirs of said deceased Sk. Nurejjama, the said Goleanar Bibi, daughter of Late Sk. Nurejjama and Salema Bibi wife of Late Jalal Ahmed Sardar, D/o. Sk. Nurejjama due to dire need of money sold their respective undivided Properties measuring about 4 Cottahs along with small dilapidated R.T. Shed with the easement right of using 12 feet wide common passage with all other amenities and facilities lying and situate at holding No. 16, Dakshin Buxarah 1st Bye Lane, under Ward No. 41 under Howrah Municipal Corporation. P.S. Shibpur (at that time it was) lying under Sheet No. 108 & 109, R.S. & Hal Dag Nos. 106, 108, 109, 113, 128 and 40, J.L. No. 1, Revenue Survey No. 2005, Touzi No. 736, under R.S. Khatian Nos. 78, 79, 138, 109 & 164 in favour of said Marzook Manufacturing and Trading Co. (P) Ltd. by way of a Saf Bikray Kobala executed on 02.02.1995 registered at the District Sub registry office at Howrah and was recorded in Book No. 1, Volume No. 37. pages 25 to 35, Being No. 1639 for the year 2003 at a consideration of a considerable price and possession thereof was handed over to said Marzook Manufacturing & Trading Co. (P) Ltd.

AND WHEREAS the said five legal heirs of late Piaronnessa Bibi, the one of the daughters of late Sk. Nurejjama, wife of Meher Ali Khan, while seized and possessed of their remaining land in the said undivided properties and they became entitled to get land measuring about 7 (seven) cottahs 11 (eleven) chittacks with small dilapidated R.T. Shed structure alongwith the easement right of using 12 feet wide common passage with all other amenities and facilities lying and situate at Holding No. 16 Dakshin Buxarah 1 Bye Lane, Ward No. 41, under Howrah Municipal Corporation, P.S. Shibpur (at that time it was) lying under sheet No. 108 & 109, R.S. & Hal Dag Nos. 106, 107, 108, 109, 112, 113, 128 and 40 under J.L. No. 1, Revenue Survey No. 2005, Touzi No. 736 R.S. Khatian No. 41, and due to dire need of money they sold the Bastu Land measuring about 7 Cottahs 11 Chittacks in favour of said Marzook Manufacturing & Trading Co. (P) Ltd. by way of a Saf Bikray Kobala executed on 23.11.1994 registered at the office of

the Additional District Sub-Registrar, Howrah, recorded in Book No. 1, Volume No. 13, pages from 271 to 280 being No. 587 for the year 2004 and possession thereof handed over to said Marzook Manufacturing & Trading Co. (P) Ltd. having its registered office at 41C, Samsul Huda Road, Kolkata-700017.

AND WHEREAS the said Marzook Manufacturing and Trading Co. (P) Ltd. became absolute owner of 15 Cottahs 11 Chittacks Bastu, Viti and a very small portion of Bagan Land lying and situated at Holding No. 16, Dakshin Buxarah 1 Bye Lane lying under Ward No. 41 of Howrah Municipal Corporation lying under J.L. No. 1, Re-survey No. 2005, Touzi No. 736 Sheet No. 108 & 109, under R.S. Khatian Nos. 41, 78, 79, 138, 109, 139, 143, 144, 164, 165 & 166, R.S. & Hal Dag Nos. 106, 107, 108, 109, 112, 113, 107/128, 128, 35 & 40 and after verbal amicable settlement with other co-owners seized and possessed the said 15. Cottahs 11 Chittacks Bastu, Viti and a very small portion of bagan Land with very old dilapidated R.T. Shed structure, standing thereon alongwith the all type of easement right of using 12 feet wide common passage attached thereto along with amenities and facilities in connection with that land.

AND WHEREAS the said Marzook Manufacturing & Trading Co. (P) Ltd. after enjoying and possessing the said land for more than 15 years in order to meet some exigencies, sold the said 15 Cottahs 11 Chittacks Bastu, Viti and a very small portion of Bagan Land alongwith very old dilapidated R.T. Structure with all rights of enjoying the facilities and amenities thereto through 4 (four) sets of Deeds of Sale executed on 27th day of July, 2012 in favour of Mozaffar Hossain Mollah which were registered at Additional Registrar of Assurance-1, Kolkata and were recorded in (1) Book no. 1, CD Volume No. 14, Pages from 11885 to 11902, Being No. 06921 for the year 2012, (2) Book No. 1, CD Volume No. 14, Pages from 11903 to 11920, Being No. 06922 for the year 2012, (3) Book no. 1, CD Volume No. 14, Pages from 11921 to 11938, Being No. 06923 for the year 2012, (4) Book no. 1, CD Volume No. 14, Pages from 11939 to 11956, Being No. 06924 for the year

2012, and khas possession of the said land was handed over in favour of said Mozaffar Hossain Mollah the land owner herein.

AND WHEREAS thus the said Mozaffar Hossain Mollah became absolute owner and seized and possessed of a demarcated Plot of a Bastu, Vita and a very small portion of Bagan Land measuring about 15 Cottahs 11 Chittacks with a very old dilapidated 400 sq.ft. of R.T. Structure with a right of enjoyment of all kinds of easement right of 12 feet wide common passage attached thereto with all other amenities and facilities attached thereto lying and situate at 16, Dakshin Buxarah 1 Bye Lane, under Ward No. 41, under Howrah Municipal Corporation, P.S. Shibpur (at that time it was) District Howrah.

AND WHEREAS the said Mozaffar Hossain Mollah while in possession of the said demarcated land made fencing by pacca boundary wall in four sides of the said plot and no objection arose from any corner whatsoever and then applied for mutation of the aforesaid properties in his own name in the office of the Sub-Divisional Land & Land Reforms Officer, Howrah, (Town Survey Unit) Howrah and on the basis of his petition dated 465/S/12 dated 14.08.2012, the concerned office issued mutation certificates in favour of said Mozaffar Hossain Mollah through Memo No. 994/TSU/H dated 29.08.2012 for the Land under sheet No. 108, Holding No. 16, Dakshin Baksara 1 Bye Lane, Howrah, under R.S. Khatian No. 79, R.S. Plot No. 109, area 0.0110 acre; R.S. Khatian No. 138, R.S. Plot no. 113 area 0.0660 acre; R.S. Khatian No. 139, R.S. Plot no. 113, area 0.0330 acre; R.S. Khatian No. 143, R.S. Plot No. 113 area 0.0330 acre; R.S. Khatian No. 144, R.S. Plot no. 113, area 0.0640 acre; R.S. Khatian No. 109, R.S. Plot No. 107/128, area 0.0020 acre and through Memo No. 995/TSU/H dated 29.08.12 for the land under Sheet No. 109, holding No. 16, Dakshin Baksara 1st Bye Lane, Howrah, under R.S. Khatian No. 166, R.S. Plot No. 40 area 0.0223 acre and R.S. Khatian No. 165, R.S. Plot No. 35 area 0.0192 acre and since at that time the process of preparing the recording of the land was going on and no L.R. parcha finally was published such certificates was issued.

AND WHEREAS the said Mozaffar Hossain Mollah, the Land Owner herein, before applying for mutation and/or recording of the said land in his name entered into an Agreement for Development of the said land with SRBR INFRA PROJECT PVT. LTD. on 31.07.2012 and the said Deed of Agreement for Development was registered in the office of the Additional District Sub-Registrar, Howrah on 31.07.2012 which was recorded in Book No. 1, CD Volume No. 12, pages from 3752 to 3772, Being No. 05824 for the year 2012.

AND WHEREAS for the purpose of Development of the aforesaid land on the terms and conditions stipulated in the above mentioned registered deed of Agreement for Development and for the purpose of execution of the development of the aforesaid land/ premises in terms of the said registered Deed of Agreement for Development dated 31.07.2012 General Power of Attorney was also being registered in the office of the additional District Sub-Registrar, Howrah on 31.07.2012 which was recorded in Book No. 1, CD Volume no. 12, pages from 3724 to 3733, being No. 05825 for the year 2012 in favour of said **SRBR INFRA PROJECT PVT. LTD.**

AND WHEREAS the said Developer could not develop the said property for a few months and as such the said Mozaffar Hossain Mollah due to dire need in money decided to sell the said property by cancelling the aforesaid registered Deed of Development and Registered Power of Attorney and accordingly the Parties entered into a memorandum of Agreement on 20th day of October and the said Mozaffar Hossain Mollah expressed its desire to sell the said property and the erstwhile purchasers namely Rajendra Kumar Goyal & Ors. expressed their desires to purchase the aforesaid properties and the said purchasers after several discussion regarding cancellation of said Development Agreement and Power of Attorney with the said Mozaffar Hossain Mollah were agreed to purchase the said properties with a consideration of considerable amount which was the highest market price at that time.

AND WHEREAS the said Registered Development Agreement was cancelled by a registered Deed of cancellation of a Deed of Agreement for Development being No. 05824 for the year 2012 dated 31st July 2012 registered at A.D.S.R. Howrah, executed on 22nd day of January, 2013 registered at the office of Additional District Sub-Registrar of Howrah, which was recorded in Book No. 1, CD Volume No. 1, pages from 10973 to 10985 Being no. 00518 for the year 2013 and the said General Power of Attorney was also revoked by a registered Deed of Revocation of Power of Attorney executed on 22nd day of January 2013, registered in the office of Additional District Sub-Registrar, Howrah, which was recorded in Book No. IV, CD Volume no. 1, Pages from 835 to 842 Being No. 00072 for the year 2013.

AND WHEREAS thereafter the said Mozarffar Hossain Mollah, transferred the said 15 Cottahs 11 Chittacks Bastu, Viti and a small portion of Bagan Land well demarcated by Pacca boundary wall in four sides of the said land lying and situated at holding No. 16 Dakshin Buxarah 1st Bye Lane under Ward No. 41 of Howrah Municipal Corporation to (1) Rajendra Kumar Goyal, (2) Chanda Goyal @ Chanda Goyal Chanda Goel and (3) Rahul Goyal by way of sale through four sets of registered Saf Bikray Kobalnes executed on 22nd January 2013 registered in the office of Additional District Sub-Registrar, Howrah, recorded in (1) Book No. 1, CD Volume No. 2, pages from 606 to 624, Being No. 00584 for the year 2013, (2) Book No. 1, CD Volume No. 2, pages from 640 to 659, Being No. 00585 for the year 2013, (3) Book No. 1, CD Volume No. 2, pages from 660 to 678, Being No. 00586 for the year 2013, and (4) Book No. 1, CD Volume No. 2, pages from 679 to 6707, Being No. 00587 for the year 2013, respectively and ponnennion of the said properties well demarcated by pacen boundary wall in four sides of the said land were handed over to the said purchasers.

AND WHEREAS thus the said (i) Rajendra Kumar Goyal (ii) Chanda Goyal Chanda Goyal @ Chanda Goel and (iii) Rahul Goyal became the absolute owners of the said 15 Cottahs 11 Chittacks land according to their quantum

of purchase mentioned in the Scheduled of the aforementioned registered Saf Bikray Kobalas and seized and possessed the said landed properties jointly and used to enjoy the same without any objection, hindrance, and obstruction made from any corner whatsoever since its purchase.

AND WHEREAS since the mutation certificate of the aforesaid landed properties was issued in the name of said Mozaffar Hosain Mollah, the said Rajendra Kumar Goyal, Chanda Goyal @ Chanda Goyal @ Chanda Goel and Rahul Goyal had to wait for publication of L.R. Parcha to be issued in the name of said Mozaffar Hossain Mollah and after obtaining the L.R. Parcha issued in the name of Mozaffar Hossain Mollah it is noticed that the landed properties in L.R. Dag No. 109 was not recorded in the L.R. Parcha of said Mozaffar Hossain Mollah in accordance to aforesaid mutation certificates and thereafter application was submitted before the Sub-Divisional Land & Land Reforms Office, Town Survey Unit, Howrah, for mutating the said landed properties in L.R. Dag No. 109 in the name of Mozaffar Hossain Mollah and after hearing and spot enquiry the concerned authority mutated the said viti land measuring about 0.0110 acre in the name of said Mozaffar Hossain Mollah under L.R. Khatian No. 151, L.R. Dag No. 109, under Shibpur Sheet No. 108, J.L. No. 1, P.S. Shibpur, District Howrah.

AND WHEREAS the said land has been finally recorded in the name of said Mozaffar Hossain Mollah under L.R. Khatian No. 151 in Mouza-Shibpur, Sheet No. 108, J.L. No. 1, Re-Survey No. 2005, Touzi No. 736 comprising in L.R. Dag No. 107/128 area 0.0019 acre nature of land Viti, in L.R. No. 109- area 0.0110 acre nature of land- Viti and in L.R. Dag No. 113- area 0.1947 acre nature of land Bastu and under L.R. Khatian No. 154 in Mouza Shibpur, Sheet no. 109, J.L. No. 1, Revenue Survey No. 2005, Touzi No. 736 comprising in L.R. Dag No. 35-area- 0.0191 acre nature of land- Bagan and in L.R. Dag No. 40- area-0.0222 acre, nature of land-Bastu.

AND WHEREAS since the said landed properties was recorded and/or mutated in the name of Mozaffar Hossain Mollah in the L.R. record of Right,

the said Rajendra Kumar Goyal, Chanda Goyel @ Chanda Goyal @ Chanda Goel and Rahul Goyal were advised to mutate and/or record the said landed properties in the record of Howrah Municipal Corporation in the name of said Mozaffar Hossain Mollah and accordingly upon verbal request and at the cost of said Rajendra Kumar Goyal, Chanda Goyel @ Chanda Goyal Chanda Goel and Rahul Goyal the said Mozaffar Hossain Mollah applied for mutation of the said land in the Howrah Municipal Corporation in his own name and on the basis of such application and upon hearing and spot enquiry the landed properties measuring about 15 Cottah 11 Chittacks lying and situate at Holding No. 16, Dakshin Buxarah 1st Bye Lane are mutated and/or recorded in the name of said Mozaffar Hossain Mollah in the Howrah Municipal Corporation under new Holding No. 16/5, Dakshin Buxarah 1st Bye Lane of Ward No. 41 under Howrah Municipal Corporation, Howrah.

AND WHEREAS after mutation of the said property in the name of said Mozaffar Hossain Mollah both in Howrah Municipal Corporation and in the settlement office, the said Mozaffar Hossain Mollah desires to develop the said property and wishes to repurchase the scheduled mentioned property and submitted such proposal before the said Rajendra Kumar Goyal, Chanda Goyel @ Chanda Goyal @ Chanda Goel and Rahul Goyal and the said Rajendra Kumar Goyal and two others are agreed to sell the said property to the 1st Party herein and after discussion the 1 Party herein is agreed to purchase the scheduled mentioned property and subsequently purchases the said 15 chittacks 11 sq. ft. land through a registered Deed of Sale executed on 20th October, 2024 registered at the office of Additional Registrar of Assurances-IV, Kolkata recorded in Book no. 1, Being No. I – 190415647/2024.

AND WHEREAS for the better Utilization of the above property, the above owner executed one Registered Agreement for Development with **SAMBHAV CONSTRUCTION** a sole proprietorship Firm, having its registered office at 208, Panchanantala Road, Post and Police Station-Howrah, Pin-711101, being represented by its sole proprietor **PRADIP KUMAR SINGH** (PAN: AUMPS7011D), Aadhaar No. 8048 2284 4060), son of Late Narad Singh, by

faith Hindu, by occupation- Business, residing at 2 No. Deshpran Shasmal Road, P.O.- Howrah, P.S. Bantra, District- Howrah, Pin-711101 on 01.11.2024 and the said deed has been recorded in Book No. I, Being No. 190212900 the year 2024. And on the same Date, he have executed one Registered Development Power of Attorney on 01.11.2024 and the said Development Power of Attorney has been recorded in Book No. I, Volume No. 1902 -2024, Pages No. 710837 to 710863, Being No. 190212906 for the year 2024, in the office of Additional Registrar of Assurance Kolkata – (II).

AND WHEREAS thereafter on 23RD November 2024 wherein the Developer on behalf of the owner executed one boundary declaration Deed wherein the area of the Land has been mentioned 15 Cottahs 00 Chittaks 41.770 Sq.ft. OR 1007.225 SQ.M as per measurement.

AND WHEREAS on the basis of agreement for development and power of attorney, the developer have proceeded the development work and on completion of the proposed construction as per sanction Plan No. **SWS-OBPAS/1902/2025/0062**, will sell the flat / unit/ garage to the intending purchasers out of developer allocation.

AND WHEREAS in terms of the sanction building plan No. **SWS-OBPAS/1902/2023/1337**, the construction of the building has already been Completed and the developer herein announce to sale/transfer the flat/garage/unit to the intending purchasers out of his developer allocation.

AND on hearing the announcement of the Developer the Purchaser placed his offer to purchase the same.

AND WHEREAS the Developer on acceptance the said proposal of the purchaser agreed to sale the One Residential Flat being No.'.....' on the

..... (..... Side) having Carpet area ofSquare feet and Super built-up area of Square feet more or less of the building along with one Car Parking space/Garage measuring about Square feet in the Ground Floor with proportionate area of land beneath the flat and other easement right as per rule at a total consideration money of Rs./- (Rupees) only and the developer agreed to sale/transferred the said flat to the purchaser of the second part out of Developer Allocation, and hence this Deed of Conveyance.

NOW THIS INDENTURE WITNESSETH that in pursuance to the aforesaid Agreement and in consideration of the said sum of Rs./- (Rupees) only paid by the Purchaser to the developer the receipt whereof the developer and/or doth hereby and also by the receipt hereunder written admit and acknowledge to have received and of and from the same and every part thereof, AND the developer doth hereby Sale, transfer assigns, conveyed unto the Purchaser ALL THAT the self contained **One Residential Flat being No. '.....' on the (..... Side) having Carpet area of Square feet and Super built-up area of Square feet** more or less of the building **along with one Car Parking space/Garage measuring about Square feet in the Ground Floor** together with undivided proportionate share underneath the building, comprised in Howrah Municipal Corporation Holding No. 16/5, Dakshin Buxarah 1 Bye Lane Police Station Shibpur at Present A.J.C BOSE,B.GARDEN , District Howrah-711109, under Ward No 41 of Howrah Municipal Corporation, appertaining to L.R. Dag No. 107/128,109,113,35,40 and L.R. Khatian Nos. 151 & 154 within Mouza Shibpur, Sheet No.108,109 , morefully and particularly described in the Second Schedule hereunder written TOGETHER WITH right, title and interest in the right to use common parts portions, areas and facilities are being enjoyed by the other Flat/unit owners morefully and particularly described in the **THIRD SCHEDULE** hereunder written free from all encumbrances, charges, liens, lispendens, attachments, trusts, whatsoever and howsoever and subject to payment of proportionate common expenses morefully and particularly described in the

FOURTH SCHEDULE hereunder written together with all rights, liberties, easements, privileges, appendages, paths, passages, drains, sewers, water courses, structures, fixtures, tenements, premises and hereditaments belonging to or in any way appertaining to the said property and every part thereof or usually held or enjoyed therewith unto and to the use of the Purchaser herein absolute by and for ever and the reversion or reversions, reminder or remainders and the rents issues and profits and in connection with the said property and the developer doth hereby deliver vacant, khas and peaceful possession of the said property unto the Purchaser on this date.

That The Vendor/developer doth hereby covenant with the Purchaser:

That notwithstanding any act, deed, matter or things by the Vendor/developer and/or their predecessors-in-interest done, omitted, executed or knowingly or willingly permitted or suffered or has been party to any act or contract, to the contrary, the Vendor/developer hath good right, full power and absolute authority sale and indefeasible right, title and interest to grant, transfer convey assign and assure the said property and every part thereof unto and to the use of the Purchaser absolutely and for ever.

That the Vendor/developer doth hereby further covenant with the Purchaser :

That the said property hereby granted, sold, transferred, conveyed, assigned or expressed or intended so to be and every part thereof is free from all encumbrances, attachments, liens, charges lispens and trusts whatsoever and howsoever without any manner or condition, use trust encumber or other things whatsoever to alter defeat encumber or make void the same and the Purchaser shall and will at all times hereafter possess and enjoy the said property and shall be entitled to claim, demand and shall receive all rents issues and profits thereof and therefrom without any lawful eviction, interruption or interference claims, demands whatsoever or howsoever from or by the Vendor or any other persons or persons lawfully or equitably

claiming through under or in trust for the Vendor/Developer and further that the Vendor/Developer shall and will at all times and from time to time hereafter at the request and costs of the Purchaser make, do, acknowledge or execute and register or cause to be made done, acknowledge, executed and registered all such other and further acts deeds matters and things for further better more or perfectly assuring the said property and every part thereof unto and to the use of the Purchaser and the Vendor/Developer shall and will at all times hereafter indemnify save and keep the Purchaser indemnified against all actions, losses, claims demands liens, charges, lispendens, attachments whatsoever or howsoever in respect of the said property in these presents.

That the Purchaser doth hereby covenant and agree with the Vendor/Developer:

1 The Purchaser shall have limited and conditional right or user over the common areas and facilities available in respect of other common area but shall have proportionate, undivided right over the common areas and facilities available in the particular land where the flat situated in the manner morefully described in the Fifth Schedule hereunder written.

2 The Purchaser shall observe, perform and fulfill the covenants stipulations and obligations required to be performed by the Purchaser mentioned in the Schedule hereunder written and pay all taxes, maintenance charges and all other outgoings in respect of the said apartment in respect of the common portions proportionately.

3. The Purchaser shall bear and pay proportionate common expenses more particularly mentioned in the Fourth Schedule hereunder.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(ENTIRE PROPERTY)**

ALL THAT piece and parcel of Mokarari mourashi bastu land measuring 15 Cottahs 00 Chittaks 41.770 Sq.ft. OR 1007.225 SQ.M. along with (G+7) multistoried building standing thereon, comprised in Howrah Municipal Corporation Holding No. Holding No. 16/5, Dakshin Buxarah 1 Bye Lane Police Station Shibpur at Present A.J.C BOSE,B.GARDEN , District Howrah-711109, under Ward No 41 of Howrah Municipal Corporation, appertaining to L.R. Dag No. 107/128,109,113,35,40 and L.R. Khatian Nos. 151 & 154 within Mouza Shibpur, Sheet No.108,109, along with all easement right over the common passage, which is butted and bounded as follows:

ON THE NORTH : 17, Dakshin Baksara 1st Bye Lane, & 18, Dakshin Baksara 1st Bye Lane.

ON THE SOUTH : 16/2, Dakshin Baksara 1st Bye Lane.(G+V)

ON THE EAST : 16/1, Dakshin Baksara 1st Bye Lane.(play ground)

ON THE WEST : 9.200 Mtr . Wide Dakshin Baksara 1st Bye Lane.

**THE SECOND SCHEDULE ABOVE REFFERD TO
(DESCRIPTION OF THE FLAT HEREBY SOLD)**

ALL THAT piece & parcel of a Residential Flat being Flat No. [Marble Flooring and Lift Facilities) on the (..... Side), having Carpet area of Square feet and Super built-up area of Square feet, Consisting of Bed Room, Living – Cum – Dining Room, Kitchen, Toilet, Balcony of the building including undivided proportionate Share of land underneath the building, along with one Car Parking space/Garage measuring about Square feet in the Ground Floor comprised in Howrah Municipal Corporation Holding No. 16/5, Dakshin Buxarah 1 Bye Lane Police Station Shibpur at Present A.J.C BOSE,B.GARDEN , District Howrah-711109, under Ward No 41 of Howrah Municipal Corporation, appertaining to L.R. Dag No. 107/128,109,113,35,40

and L.R. Khatian Nos. 151 & 154 within Mouza Shibpur, Sheet No.108,109, together with all other common area and casement facilities and shown with 'RED' border line in the annexed plan which is a part of deed of conveyance, butted and bounded as follows:

ON THE NORTH : ..

ON THE SOUTH : ..

ON THE EAST : ..

ON THE WEST : ..

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREA & FACILITIES)

1. Stair on all the floors.
- 2 Stair cases and landings and the stair cases of room.
3. Common passage and lobby on the Ground and the upper Floor
4. Water Pump and pump room, water tank, water pipes and other plumbing installations.
5. Electric Wiring, meters and meter room.
6. Drainage, sewers and interior roads,
7. Such other common area, parts equipments, installation, fixtures fittings and its spaces in or about the said building or building as are necessary for the use and occupation of the flats/shops in common and expressly to be the common parts after construction of the building or buildings with roof right to Fix up antenna, drying the Cloth AND as a special case for Ceremonial function with due permission from Association.
8. Lift Facilities.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

1. All costs of maintenance, operating, replacing, white washing, painting, rebuilding, re-construction, decorating, re-decorating and lighting the common parts and also the outer walls of the building.

2. The salaries of all the persons employed for the said purposes.
3. All charges and deposits for supplies of common facilities and utilities.
4. Insurance premium for insuring the building against earthquake, fire, lightening, mob- violence, damage, civil commotion. Etc.
5. Municipal taxes, multi-storied building tax, other outgoing save those separately assessed on the respective flats
6. Cost and charges of establishment for maintenance of the building and for water and ward staff.
7. All litigations expenses for protecting the title of the land and buildings.
8. The office expenses incurred for maintaining the office for common purposes.
9. All other expenses and outgoing as are deemed by the Vendor to be necessary for incidental for protecting the interest and rights of the Purchaser.
10. All expenses referred to above shall be proportionately borne by the co-purchaser on and from the date of taking charges and occupation of their respective units but the Purchaser shall not be liable to bear such charges in respect of the unsold flat.
11. Such other expenses as are necessary and incidental to the maintenance and up keep of the premises to be decided by the said Association of Apartment Owners.

:-: THE FIFTH SCHEDULE ABOVE REFERRED TO :-:

(Limited and Conditional Rights, Easements, Quasi-Easements and Appurtenances of the Purchaser)

1. **As from the date of possession of the Apartment, the Purchaser:**
 - a) Shall have right of access in common with all the other owners or occupiers of the Flat and their respective licensees at all time for all normal purpose connected with the quiet and peacecul use and enjoyment of the apartment, common areas and common parts of the building.

- b) Shall have the right of way in common with all the Owners of the Flat at all times for all purposes connected with reasonable use and/or enjoyment of the said Flat, with or without vehicles over and along such driveways, footpaths.
- c) Shall have the right of support and protect the other flat, as the case may be, by all parts sold to other owners of flat so far as they now support and protect the same.
- d) Shall have the right to the passage of electricity, water etc. to and from the said flat through the pipes, drains and wires lying below or above or around all other Apartments for the common usage by all the Flat Owners in the Building.
- e) Shall have the right with or without workmen and necessary materials to enter from time to time upon adjoining flat for the purpose of repairing so far as may be necessary of pipes, drains and wires as aforesaid, and for the purpose of repairing or repairing any parts of the Flat or for the purposes of cleaning the windows etc. thereof in so far as such repairs, repainting or cleaning as aforesaid, cannot be reasonably carried out without such entry as is by these paragraph referred to and in all cases upon giving reasonable notice of intention so to enter to the Owner or Occupier for the time being of the other flats.

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

SIGNED SEALED AND DELIVERED

IN PRESENCE OF:

WITNESSES:

1.

Pradip Kumar Singh

2.

As Constituted Attorney of:
MOZAFFAR HOSSAIN MOLLAH

SIGNATURE OF THE VENDORS

.....
SIGNATURE OF THE PURCHASER

Pradip Kumar Singh

SIGNATURE OF THE
DEVELOPERS/CONFIRMING PARTY

**Drafted by me and prepared
 in my Sheristha.**

Advocate.

**Judges' Court, Howrah.
 Computerised typed by me:**

MEMO OF CONSIDERATION

Received a sum of Rs. /- (Rupees) only
by Cash/Cheque on different dates as full consideration money of the
Second Schedule mentioned Flat.

SI.	Dated	Bank Name	Cheque No.	Amount
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Total: Rs. /-

(Rupees only)

WITNESSES:

1.

2.

Radip Kumar Singh
.....
**SIGNATURE OF THE
DEVELOPERS/CONFIRMING PARTY**