

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this.....day of

..... 2025, (Two Thousand Twenty-Five),

A N D / B E T W E E N / W I T H

ABASHAN
Sablu V. Co
Partner

IDENTITY OF THE OWNER

“Abashan” a Partnership Firm, Permanent Account No.-**ABDFA9752H** Date of incorporation: 02-11-2015, having its Registered Office at 301 Parnasree Pally, Ground Floor, Post Office- Parnasree, Police Station: Parnasree, Kolkata: 700060, **represented** by its Partners namely:

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- (I) **Sri Bablu Saha** son of Late Bibhuti Bhusan Saha, an individual Indian Citizen, inhabitant of Parnasree, Kolkata, Date of Birth: 10-01-1954, Permanent Account No.-**ALGPS2604B** and **Aadhaar No.724074833995**, by faith Hindu, by Profession -Business, resident of 301 Parnasree Pally, 4th Floor, Post Office- Parnasree, Police Station: Parnasree, Kolkata: 700060, District- 24 Parganas (South);
- (II) **Sri Kush Mohinta** son of Late Manindra Nath Mohinta, an individual Indian Citizen, inhabitant of Kolkata, Date of Birth: 06-10-1948, Permanent Account No.-**AEKPM9224J** and **Aadhaar No.964760367942**, by faith Hindu, by Profession -Business, residing at 385 Parnasree, 1st Floor, Post Office- Parnasree, Police Station: Parnasree, Kolkata: 700060 District- 24 Parganas (South);
- (III) **Sri Rinku Guha**, son of Late Nirmal Chandra Guha, an individual, an Indian National, inhabitant of Kolkata by faith: Hindu, by Occupation: Business, Date of Birth:06-08-1969, Permanent Account No.-**ANBPG1397G** and **Aadhaar No. 565880645077**, residing at 400K, Pallysree Pally, Maharani Indira Devi Road, Post Office & Police Station: Parnasree, Kolkata: 700060, District- 24 Parganas (South);
- (IV) **Sri Tusher Majumder**, son of Late Manoj Majumder an individual Indian Citizen, inhabitant of Kolkata, Date of Birth: 04-06-1968, Permanent Account No.- **AVVPM4850A** and **Aadhaar No.576146712780** by faith: Hindu, by Occupation: Business, residing at 332, Maharani Indira Devi Road (Pallysree Pally), Post Office & Police Station - Parnasree, word No. 129 of K.M.C, Kolkata -700060, District- 24 Parganas (South);

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(V) **Sri Uttam Debnath** son of Late Rakhal Chandra Debnath, an individual, an Indian National, inhabitant of Kolkata by faith: Hindu, by Occupation: Business, Date of Birth: 22-06-1968, Permanent Account No.- **ANJPD3356N and Aadhaar No.890668605719** residing at 19/10 Maharani Indira Devi Road, Post Office & Police Station: Parnasree, Kolkata: 700060, District- 24 Parganas (South);

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(VI) **Sri Alope Debnath**, son of Late Ajoy Kumar Debnath, an individual, an Indian National, inhabitant of Kolkata by faith: Hindu, by Occupation: Business, Date of Birth: 24-07-1968, Permanent Account No.- **APLPD6790E and Aadhaar No.737184464981** residing at 204, Maharani Indira Devi Road, Post Office & Police Station: Parnasree, Kolkata: 700060, District- 24 Parganas (South);

hereinafter called and referred to as the **“Owner/Vendor”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective Legal heirs, legal representatives, executors, administrators and assigns) **of the First Part.**

IDENTITY OF THE PURCHASER

Srison of an individual, an Indian National, inhabitant of by faith:, by Occupation:, Permanent Account No.: **and Aadhaar No.:** residing atRoad, Post Office:, Police Station:, District, , hereinafter called and referred to as the **“Purchaser”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective Legal heirs, legal representatives, executors, administrators and assigns) **of the Second Part.**

R—E—C—I—T—A--L

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**BACKGROUND- OWNERSHIP OF OWNER
PART-I**

1. Originally one Rahatan Bibi wife of late Osman Ali was the absolute owner in respect of some land comprised in the District of South 24 Parganas Block- T/M now Kolkata, Pargana-Balia, Police Station-Behala now Parnasree, Mouza-Behala, J.L. No. 2 now 102, R.S. No.83, Touzi No. 346, **R.S. Khatian No. 262, R.S. Dag No. 196** and private Road of owner in Dag No. 196/1144, measuring about 2 Cottahs well known as holding No. 63 of South Suburban Municipality. Said Rahatan Bibi has executed a Deed of Sale in favour of Sri Gopal Chandra Mondal and transferred her right title and interest of the Sali Land measuring about 2 Cottahs comprised in the District of South 24 Parganas Block- T/M now Kolkata, Pargana-Balia, Police Station-Behala now Parnasree, Mouza-Behala, J.L. No. 2 now 102, R.S. No.83, Touzi No. 346, R.S. Khatian No. 262, R.S. Dag No. 196 and private Road of owner in Dag No. 196/1144, well known as holding No. 63 of South Suburban Municipality. Which was registered at the office of J.S.R. Alipore at Behala and recorded in Book No. I, Volume No. 18, Pages 193 to 198 being No. 2207 for the year 1984.
2. By virtue of above-mentioned Deed of Conveyance, Sri Gopal Chandra Mondal became absolute owner of 2 Cottahs comprised in the District of South 24 Parganas Block- T/M now Kolkata, Pargana-Balia, Police Station-Behala now Parnasree, Mouza-Behala, J.L. No. 2 now 102, R.S. No.83, Touzi No. 346, R.S. Khatian No. 262, R.S. Dag No. 196, and private Road of owner in Dag No. 196/1144, well known as holding No. 63 of South Suburban Municipality and mutated his name in the records of BL&LRO, as L.R. Khatian No. 10366, L. R. Dag No. 196 and in KMC Premises No. 63/1 Upendra Nath Banerjee Road, Assessee No.:

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411311927053, Post & PS: Parnasree, Kolkata-700060 District: South 24-Parganas.

3. Sri Gopal Chandra Mondal as the Vendor therein expressed his intension to sell and by virtue of a registered Deed of Conveyance duly registered as Deed No: I-160216158/2022, Volume No: 1602-2022, Page No: 586599 to 586636, Date of Registration: 09/12/2022, Date of Completion: 09/12/2022, Query No: 16022002922520/2022 Serial No: 1602016104/2022 transferred his right title and in respect of Land measurement **2 Cottahs** comprised in the District of South 24 Parganas Block- T/M now Kolkata, Pargana-Balia, Police Station-Behala now Parnasree, Mouza-Behala, J.L. No. 2 now 102, R.S. No.83, Touzi No. 346, R.S. Khatian No. 262, R.S. Dag No. 196, L.R. Khatian No. 10366, L. R. Dag No. 196 and private Road of owner in Dag No. 196/1144, well known as holding No. 63 of South Suburban Municipality now KMC **Premises No. 63/1 Upendra Nath Banerjee Road**, Assessee No.: 411311927053, Post & PS: Parnasree, Kolkata-700060 District: South 24-Parganas in favour of "Abashan" a Partnership Firm, the present owner herein.

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BACKGROUND- OWNERSHIP OF OWNERS

PART-II

4. Originally one Ajid Mullah was the absolute owner in respect of some land comprised in the District of South 24 Parganas Block- T/M now Kolkata, Pargana-Balia, Police Station-Behala now Parnasree, Mouza-Behala, J.L. No. 2 now 102, R.S. No.83, Touzi No. 346, **R.S. Khatian No. 262, R.S. Dag No. 196** and private Road of owner in Dag No. 196/1144, measuring about 38 Decimals well known as holding No. 63 of South Suburban Municipality.

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5. Said Ajid Mullah died intestate leaving behind his three sons namely Sk Abdul Gani, Sk Abdul Khalek, Sk Rabbani, four daughters namely Maryum Bibi, Khairan Bibi, Hayatan Bibi and Rahatan Bibi and his sons and daughters were amicably settled and portioned their property as per Muslim Foraj law.
6. Said Maryum Bibi died intestate leaving behind her only son namely Sk Nasiruddin son of Late Rahim Box and said Sk Nasiruddin became owner of her monther's share i.e. 2 Decimals out of total 38 Decimals of the above mentioned Land.
7. Sk Nasiruddin has executed a Deed of Sale in favour of Sk Saidul Islam son of late Sk Abdul Khalek and transferred his right title and interest of the Land measuring about 2 Cottahs comprised in the District of South 24 Parganas Block- T/M now Kolkata, Pargana-Balia, Police Station-Behala now Parnasree, Mouza-Behala, J.L. No. 2 now 102, R.S. No.83, Touzi No. 346, R.S. Khatian No. 262, R.S. Dag No. 196 and private Road of owner in Dag No. 196/1144, well known as holding No. 63 of South Suburban Municipality. Which was registered at the office of A.D..S.R. Behala and recorded in Book No. I, Volume No. 84, Pages 295 to 300 being No. 3346 for the year 1989.
8. Similarly Hayatan Bibi has executed a Deed of Sale in favour of Hiranman Bibi wife of Sk Saidul Islam and transferred her right title and interest of the Land measuring about 2 Cottahs comprised in the District of South 24 Parganas Block- T/M now Kolkata, Pargana-Balia, Police Station-Behala now Parnasree, Mouza-Behala, J.L. No. 2 now 102, R.S. No.83, Touzi No. 346, R.S. Khatian No. 262, R.S. Dag No. 196 and private Road of owner in Dag No. 196/1144, well known as holding No. 63 of South Suburban Municipality. Which was registered at the office of A.D.S.R. Behala and recorded in Book No. I, Volume No. 85, Pages 001 to 006 being No. 3347 for the year 1989.

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9. Sk Saidul Islam and Hiran Bibi jointly has executed a Deed of Sale in favour of present Vendors namely Sri Haran Chandra Mondal and Smt Alpana Mondal and transferred her right title and interest of the Land measuring about 4 Cottahs comprised in the District of South 24 Parganas Block- T/M now Kolkata, Pargana-Balia, Police Station-Behala now Parnasree, Mouza-Behala, J.L. No. 2 now 102, R.S. No.83, Touzi No. 346, R.S. Khatian No. 262, R.S. Dag No. 196 and private Road of owner in Dag No. 196/1144, well known as holding No. 63 of South Suburban Municipality. Which was registered at the office of A.D.S.R. Behala and recorded in Book No. I, Volume No. 52, Pages 175 to 186 being No. 2887 for the year 1995.
10. By virtue of above-mentioned Deed of Conveyance, Sri Haran Chandra Mondal and Smt Alpana Mondal jointly became absolute owners of 4 Cottahs comprised in the District of South 24 Parganas Block- T/M now Kolkata, Pargana-Balia, Police Station-Behala now Parnasree, Mouza-Behala, J.L. No. 2 now 102, R.S. No.83, Touzi No. 346, R.S. Khatian No. 262, R.S. Dag No. 196, and private Road of owner in Dag No. 196/1144, well known as holding No. 63 of South Suburban Municipality and mutated their names in the records of BL&LRO, L.R. Khatian No. 10405 &10399, L. R. Dag No. 196 and in KMC as Premises No. 63/2 Upendra Nath Banerjee Road, Assessee No.: 411311927041, Post & PS: Parnasree, Kolkata-700060 District: South 24-Parganas.
11. Said Sri Haran Chandra Mondal and Smt Alpana Mondal as the Vendors therein expressed their intension to sell and by virtue of a registered Deed of Conveyance duly registered as Deed No: I-160216157/2022, Volume No: 1602-2022, Page No: 586525 to 586562, Date of Registration: 09/12/2022, Date of Completion: 09/12/2022, Query No: 16022002904421/2022 Serial No: 1602016132/2022 transferred their right title and in respect of Land measurement 4

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Cottahs comprised in the District of South 24 Parganas Block- T/M now Kolkata, Pargana-Balia, Police Station-Behala now Parnasree, Mouza-Behala, J.L. No. 2 now 102, R.S. No.83, Touzi No. 346, R.S. Khatian No. 262, R.S. Dag No. 196, L.R. Khatian No. 10405 &10399, L. R. Dag No. 196 and private Road of owner in Dag No. 196/1144, well known as holding No. 63 of South Suburban Municipality now KMC **Premises No. 63/2 Upendra Nath Banerjee Road**, Assessee No.: 411311927041, Post & PS: Parnasree, Kolkata-700060 District: South 24-Parganas in favour of “Abashan” a Partnership Firm, the present owner herein.

BACKGROUND- OWNERSHIP OF OWNER

PART-III

- 12. By virtue of two Deed of Conveyance** Deed No: I-160216158/2022 and Deed No: I-160216157/2022 “Abashan” a Partnership Firm the present owner herein became the owner of two adjoint plots such as Land measurement **2 Cottahs** known as **Premises No. 63/1 Upendra Nath Banerjee Road**, Assessee No.: 411311927053, Post & PS: Parnasree, Kolkata-700060 and Land measurement **4 Cottahs** known as **Premises No. 63/2 Upendra Nath Banerjee Road**, Assessee No.: 411311927041, Post & PS: Parnasree, Kolkata-700060.
- 13. While enjoying the above-mentioned property** “Abashan” a Partnership Firm intended to construct a multistoried building after the amalgamation of the two properties into one property and after the amalgamation total Land area stands 06 Cottahs more or less, comprised in the District of South 24 Parganas Block- T/M now Kolkata, Pargana-Balia, Police Station-Behala now Parnasree, Mouza-Behala, J.L. No. 2 now 102, R.S. No.83, Touzi No. 346, R.S. Khatian No. 262, R.S. Dag No. 196, L.R. Khatian No. 10366, 10405 &10399, L. R. Dag No. 196 and private Road of owner in Dag No. 196/1144, well known as

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holding No. 63 of South Suburban Municipality now KMC known as **Premises No. 63/1 Upendra Nath Banerjee Road**, Assessee No.: 411311927053, Post & PS: Parnasree, Kolkata-700060 herein after called and referred to as the **“Said Property”** more fully described in the Schedule-“A” below hereunder written.

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14. Said **“Abashan”** the Owner being a Developer have had expressed its intention, interest and consented for development of the Schedule-“A” property and construction thereon a Multi-storied building as per Building Plan to be sanctioned by the Kolkata Municipal Corporation and Pursuant to the same, Owner/Developer at its costs and expenses got sanctioned one Building Plan from The Kolkata Municipal Corporation bearing **Building Permit No. 2023140184 dated 11/10/20223** for construction of one multistoried building Residential Building comprising of Car parking Space in Ground floor and self-contained flats on upper floors in the said new building named **“TRINETRA”** at the **“Said Property”**.
15. The Owner/Developer has obtained the final layout plan approvals for the Project from KMC. The Owner/Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
16. According to the said Sanctioned Building Plan, the Owner/Developer commenced construction of the said multistoried Building at the said premises and the Owner/Developer is authorized to deal with flats and Car Parking Spaces in the new building in favour of intended Purchaser/s out of its Allocations.
17. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on under registration.

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18. Under the said scheme of development, Owner/Developer has agreed to sell to the Purchaser herein all that the **Flat No. on the Side measuring Sq. ft. (approx.) Super Built-Up area and a Car Parking Space No. Measuring, both are here in after called and referred to as the "Said Unit"** along with undivided proportionate share of land attributable to the **"Said Unit"** part of the multistoried building **to be constructed** on/over the **"Said Property"** more fully described under the Second Schedule hereto in lieu of the consideration of **Rs.,, 000/- (Rupees-.....Lakh)** only and on the terms and conditions which have been agreed between the parties hereto and are recorded herein below.
19. This Deed of Conveyance are executing in presence of all parties after receiving the full consideration money as agreed upon the Vendor/s, the Developer and Purchaser/s have this day agreed to execute register a Deed of Conveyance for the **"Said Unit"** constructed on/over the Schedule: "A" property together with common areas and facilities according to the nature, scope and extent as defined under the **Transfer of Property Act, 1896** and hereby sold, conveyed and transferred unto and in favour of the Purchaser/s hereunder absolutely and forever, free from all encumbrances, according to provision of Transfer of Property Act, 1896 and rules or by laws framed there under, sole exclusive transfer and irrevocable right to use and enjoy common parts and/or areas for or a consideration price of **Rs.,, 000/- (Rupees-.....Lakh)** only free from all encumbrances whatsoever. The terms and conditions of this Indenture is appearing herein under.

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NOW THE INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS: that in pursuance of the said Agreement for Sale and in consideration of the said sum of **Rs.,, 000/- (Rupees-.....Lakh)**

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only paid by the Purchaser/s to the Developer hereby as also by the receipt hereunder written admits and acknowledges the payment of the same forever release and discharge to the Purchaser/s of the **“Said Unit”** of the building, together with impartible undivided proportionate share of the right, title and interest of the land underneath the building more fully described in the Schedule : “A”, the Owner/Vendor hereby grant, transfer, convey, assign and assure unto the Purchaser/s of the “Said Unit” as described in Schedule: “B” together with common areas and facilities hereunder written, **Together With** the exclusive rights in favour of the Purchaser/s to be used and to occupy the “Said Unit” exclusively and the common parts in common with other Flat Owner/s of the said Building **And Also** all rights, benefits, advantages, claims and Demands **To Hold And To Enjoy** the “Said Unit” by the Purchaser/s for her residential purpose **And Also** all rights in common parts the details of which are given in the Schedule: “C” hereunder written, for beneficial use and enjoyment of the “Said Unit” together with proportionate share and other easement rights and reversion or reversions, reminder or reminders and the rents, issues and profits of and in connection with the “Said Unit” **And All** estate, rights, title, interest property, claim and demand whatsoever of the Owner /Vendor/Developer into or upon the “Said Unit” and the proportionate share and all other rights and properties hereby granted, transferred, sold, conveyed, assigned and assure and /or intended so to be and every part or thereof respectively **Together With** every rights, liabilities and appurtenance whatsoever to and unto the Purchaser/s free from all encumbrances trust, liens and attachment and other stipulations and provisions in connection with the beneficial use and enjoyments of the “Said Unit” and /or said share

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as mentioned in Schedule- "C" hereunder written, **To Have And To Hold** the "Said Unit" and the said proportionate share of the Land and all other proportions and rights hereby granted, transferred, conveyed, assigned and assured and every parts therefore respectively absolutely and forever Excepting And Reserving unto the other Flat Owner/s of the said Building such easements or quasi-easements rights and privileges as are mentioned in the Schedule: "D" hereunder written and **Subject To** the Purchaser/s paying and discharging taxes and impositions on the "Said Unit" wholly and common expenses, as are mentioned in Schedule: "E" & "F" herein under written and all other outgoings in connection with the "Said Unit" wholly and the said Building proportionately.

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And The Purchaser/s for herself, her executor, and administrators doth hereby covenant with the Vendor and other Co-Owner of the other units in the said buildings that the Purchaser/s shall abide by the bye-laws of the said condominium and shall pay his/her/their proportionate share of expenses and shall use the said apartment for residential purpose only and the Purchaser/s shall not ask for a partition by metes and bounds of the said land and shall not do any act which would jeopardize the safety or soundness of the property or reduce the value thereof and shall not make any alteration, change or make addition in or to the apartment without the previous consent of all other apartment Owner in the said condominium in writing.

And Together with all the areas, compounds, sewers, drains, ways, paths, passages, common gullies, water courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances thereto or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or members thereof AND ALSO ALL the estate right, title, interest, benefit, claim and demand whatsoever both at law and in equity of the Vendor into out of or upon the undivided share in the said land and in

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the said Apartment hereby granted as aforesaid are hereinafter referred to as the **“Said Unit”**.

And To Have And Hold the **“Said Unit”** hereby granted, conveyed, transferred and assured or intended so to be with her and every of her rights, members and appurtenance unto and to the use and benefit of the Purchaser/s for ever to be held as heritable and transferable, subject to the provisions of the Apartment Ownership Act, 1972 and the bye-laws of the condominium and rules and regulations and subject to the payment of all rents, rates, assessments, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of West Bengal, Kolkata Municipal Corporation, and any other public or statutory authority **And The Vendor** hereby for himself, his executor, and administrators covenant with the Purchaser/s that he has in himself good right, power and absolute authority to grant, transfer, release and assure the undivided share in the said land and the said Apartment in the Building unto and to the use of the Purchaser/s free from all encumbrances **And** that the Purchaser/s shall and may at all times hereafter peaceably and quietly enter upon, hold, occupy, possess and enjoy the **“Said Unit”** hereby granted, conveyed, transferred and assured and enjoy exclusively the **“Said Unit”** hereby granted, transferred, conveyed and assured so to be with the said appurtenances and receive the rents, income and profits thereof and of every part thereof for her own use and benefit without any suit, eviction, interruption, obstruction, claim and demand whatsoever from or by the Vendor, her heirs, or any of them or any person or persons lawfully or equitably claiming under or in trust for him or them or any of them **And** the **“Said Unit”** are free from encumbrances and the Vendor shall keep harmless and indemnify the Purchaser/s of, from and against all former and other estates, titles, charges and encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor S or any other person or persons lawfully

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or equitably claiming or to claim by, from, under or in trust for the Vendor
And Further The Vendor, his heirs, executors and administrators shall and will from time to time and all times hereafter at the request and costs of the Purchaser/s do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters conveyances and assurances in law whatsoever for the better and more perfectly assuring the said apartment and every part thereof unto the use of the Purchaser/s in the manner aforesaid as by the Purchaser/s, her heirs, executors, assigns or her counsel shall be reasonably required.

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And It Is Hereby Declared And Agreed that if the Vendor delivers the documents of title hereinbefore covenant to be produced or any of them to any person or persons lawfully entitled to the custody thereof, the Vendor shall thereupon enter into with and to deliver to the person or persons for the time being entitled to the benefit of the covenant for production hereinbefore contained and furnishing copies of the said documents which shall have been so delivered up, similar to the covenant hereinbefore contained and thenceforth the covenant hereinbefore contained shall become void so far as relates to the documents covenanted with the Vendor.

And The Purchaser/s for himself, herself executor and administrators doth hereby covenant with the Vendor and other Co-Owner of the other units in the said buildings that the Purchaser/s shall abide by the bye-laws of the said condominium and shall pay her proportionate share of expenses and shall use the said apartment for residential purpose only and he the Purchaser/s shall not ask for a partition by metes and bounds of the said land and shall not do any act which would jeopardise the safety or soundness of the property or reduce the value thereof and shall not make any alteration, change or make addition in or to the apartment without the previous consent of all other apartment Owner in the said condominium in writing.

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I. DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-

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- A. The interest which the Vendor/Owner and Developer do hereby profess to transfer, subsists and that the Vendor have the full right and power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Purchaser/s of the "Said Unit" and the said proportionate share of land together with the above-mentioned rights in the manner aforesaid.
- B. It shall be lawful for the Purchaser/s from time to time and at all times hereafter to enter into and to hold and enjoy the "Said Unit" and the said proportionate share and the said apartment and every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance claim or demand whatsoever from or by the Vendor and freed and cleared from and attachments whatsoever save only those as are herein expressly contained and /or are specified in the said Agreement and the Purchaser/s shall have the absolute right, title and interest thereon and he will enjoy and processed the same as her own from generation to generation. The Purchaser/s will have absolute rights to deal "**Said Unit**" by of execution of registered Sale Deed, make Will, Gift and /or to dispose of in any manner whatsoever of her choice to which no body shall have any objection and if there be any objection to if, the same be considered as null and void in the eye of Law.
- C. The Vendor and Developer shall from time and at all times hereafter upon every reasonable request and at the cost of the Purchaser/s make do acknowledge, execute and reasonable acts, deeds, matters and things whatsoever for further bettering or more perfectly assuring the "Said

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Unit” and the said proportionate share together with the rights hereby granted unto the Purchaser/s and in the manner, aforesaid.

- D. The “Said Unit” and the said proportionate share and rights hereby transferred are free from all encumbrances, attachments, lines, lis-pendences whatsoever made or any person or persons lawfully and equitably claiming as aforesaid. Page | 16
- E. The Developer shall unless prevented by fire or other irresistible force for the time being and from time to time and at all times hereafter upon every reasonable request and costs of the Purchaser/s produce and cause to be produced to the Purchaser/s or to her Attorney/s or agents/s or before or in any Court, Tribunal Board or Authority of Firm for inspection or otherwise as occasion shall require the Title Deed in Connection with the premises and also shall at the like request and at the cost of the Purchaser/s such attested or other copies of or extracts from the same or the Purchaser/s may require and will in the meantime unless prevented as aforesaid keep the same safe un-obliterated and un-cancelled.
- F. The Vendor and Developer shall not do anything or make any grant whereby the rights of the Purchaser/s hereunder may be prejudicially affected and shall do all acts as may be necessary to ensure the rights available to the Purchaser/s and as Co-Owner hereunder from the other Co-owner of the said building.
- G. The Vendor and Developer shall duty fulfill and perform all its obligations and covenants elsewhere herein expressly contained.

II. THE PURCHASER DOTH HEREBY COVENANT WITH THE DEVELOPER AND OWNER AS FOLLOWS: -

- A. The Purchaser/s shall observe, fulfill and perform the covenants hereunder written and shall regularly pay and discharge all taxes and

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impositions for the "Said Unit" wholly and common expenses proportionately and all other outgoings in connection with the "Said Unit" wholly and the said Building proportionately from and the date of this sale.

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- B. The Purchaser/s has received possession of the "Said Unit" and he/she/they will not raise any other or further claim for the same.
- C. The Purchaser/s shall not for reason whatsoever obstruct the other Owner of the Building transferring the proportionate share of land and/or parts thereof or any other Flat or Flats or other portions of the said Building to any person or persons.

III. THE PURCHASER/S AGREES AND UNDERTAKES: -

- A. To co-operate in the management and maintenance of the common parts of the said Building and formation of an Association of the Flat Owner for the said purpose, if so required.
- B. To observe for the time being the rules framed by the other Owner of the Building upon its formation by the Association including those mentioned in the Schedule hereunder written, for quite peaceful and beneficial enjoyment of the "Said Unit" and/or the common parts.
- C. To allow the other Owner of the Building and her workers to enter in to the "Said Unit" for carrying out the works required for the common purpose.
- D. To pay regularly and punctually water, electricity charges, all outgoings and the rates and taxes for and/or in respect of the said Building proportionate and for the "Said Unit" wholly.
- E. That the proportionate Municipal rates and taxes of the Common Passages/Common Areas shall be borne by and paid by the Purchaser/s in respect of the said Plot as will be fixed by the Association/Society from time to time.

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- F. That the Purchaser/s will pay such proportionate maintenance charges as will be fixed from time to time by the Vendor or Association formed by the Vendor for providing expenses for common lights, salaries of watch and Ward Staff, Clerks, Accountants, Bill Collectors, Electrical Mechanics, and/or Engineers, Contractors, Plumbers, etc. the repairing and overhauling or replacement charges for the passages, water pumps, electric cables, transformers etc. and as also proportionate rates and taxes, Land Revenues of the demised Premises.
- G. That the Purchaser/s shall not put any obstruction to the use of the common passages and roads and common areas in the Map or Plan nor will store any materials on the same nor will allow any vehicles to be parked nor will be entitled to raise any structure and/or any projection whether permanent or temporary on or over the said common passages, roads and areas nor will at any time obstruct the use of the said common passages, roads and areas by the other lawful occupiers or by the Vendor, his/her servant/s, customer/s, employee/s and invitee/s.
- H. That the Purchaser/s shall not use the "Said Unit" purchased by him/her for doing any illegal trade or business or activity nor will commit any nuisance or cause any annoyance nor will keep or store any explosive/hazardous articles or combustible articles except those required in usual course of business and if any License is required it will be taken by the Purchaser/s.
- I. That the Purchaser/s will not have any right in respect of any other areas in the "Said Unit" or in respect of any other Flats made out by the Vendor.
- J. That the Purchaser/s shall not disturb the boundary wall shown in the Master Plan by opening any door, entrance or window or by reducing the length or width thereof or otherwise.

SCHEDULE: "A"

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ABOVE REFERRED TO

ALL THAT piece and parcel of a multistoried Building “**TRINETRA**” having **Building Permit No. 2023140184 dated 11/10/20223** lying and situated on/over the Bastu Land measuring **as per physical measurement 383.739 sq. m. equal to 4, 130.532 sq. ft. equal to 05 Cottahs 11 Chittaks 35.532 sq. ft.** previously as per Deed 6 **Cottahs equal to 401.338 SQM**, comprised in the District of South 24 Parganas Block- T/M now Kolkata, Pargana-Balia, Police Station-Behala now Parnasree, Mouza-Behala, J.L. No. 2 now 102, R.S. No.83, Touzi No. 346, R.S. Khatian No. 262, R.S. Dag No. 196, L.R. Khatian No. 10366, 10405 &10399, L. R. Dag No. 196 and private Road of owner in Dag No. 196/1144, well known as holding No. 63 of South Suburban Municipality now KMC known as Premises No. 63/1 Upendra Nath Banerjee Road, Assessee No.: 411311927053, Post & PS: Parnasree, Kolkata-700060.

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On the North: **By the 1.970 mt. Wide K.M.C Road;**

On the South: **By 4.400 mt. Wide K.M.C Road ;**

On the East: By the 12 Feet wide KMC Road and Vivekananda Colony;

On the West: By P11/7 Upen Nath Banerjee Road;

SECOND SCHEDULE
(DESCRIPTION OF THE “SAID UNIT”)

ALL THAT piece, parcel, and self-contained **New Flat finished with Floor Tiles, facilitated with Lift being Flat No. on the Floor Side measuring Sq. ft. (approx.) Super Built-Up area** including service area, consisting of **Bed Rooms, 1 (One) Kitchen,**

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1 (One) Dinning cum Drawing,..... Toilet and 1 (One) Balcony and a Car Parking Space No. Measuring, along with proportionate undivided share of land comprised in the said premises with the enjoyment of all common areas, and facilities with easement right over the passages with provision of all electric line- points and fittings, Lift, water lines points and fittings, and provisions of sewerage with all other fittings and fixtures in the Multistoried building constructed on/over the as Premises No. 63/1 Upendra Nath Banerjee Road, Assessee No.: 411311927053, Post & PS: Parnasree, Kolkata-700060.

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SCHEDULE:"C"

ANNEXURE: A

(COMMON AREA AND COMMON AMENITIES)

1. Entrance and exit of the Building.
2. Boundary wall and main gate.
3. Drainage and sewerage lines and other installation for the same (except only those installed within the exclusive area of any Flat /or exclusively for his).
4. Electrical wiring and other fittings (except only those installed within the exclusive area of any Flat /or exclusively for his)
5. Staircases, landing, landings, and lobbies on all the floors, caretakers' room and common toilets, (if any).
6. Water pump, water pump, overhead water tank together with all common plumbing installations for carriage of water (save only those exclusively within and for the exclusive use of said Flat).
7. Such other common parts, areas, equipment's, installations, fittings, fixtures and in or about the land and the building as may be necessary

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for passage to and/or user of the flats in common by the Owner including common user of roof.

ANNEXURE: B

The Purchaser/s shall be entitled to all privileges and rights including right of vertical and lateral supports easements, quasi-easements, appendages appertaining to the "Said Unit" or otherwise intended to be held, used or appertaining thereto hereafter more fully specified except and reserving unto the Vendor and/or any other person deriving title from her easements quasi-easements privileges and appurtenances hereafter set forth in Schedule: "D" hereunder written.

ANNEXURE: C

THE PURCHASER'S SERVANTS, AGENTS, EMPLOYEES AND INVITES SHALL HAVE:-

1. The right of way in common as aforesaid at all times and for all-purpose connected with reasonable use and enjoyment of the said flat.
2. The Purchaser/s or any person shall not deposit any materials or rubbish outside her "Said Unit" and anywhere within the building and /or the said premises.

ANNEXURE: D

THE PURCHASER'S SHALL HAVE:-

1. The right protection of the "Said Unit" and premises so far as may be necessary, including right of support both vertical as well as lateral.
2. The right with or without workman and necessary materials to enter from time to time upon the other part or parts of the said Building for the purpose of repairing so far as may be necessary, the pipes, drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing or cleaning any part or parts of the "Said Unit" in all such events upon fixing a week's prior notice in writing or her intention so to enter to said Flat, the Vendor and/or other person or persons lawful entitled to the same.

SCHEDULE : "D"

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(RIGHTS AND PRIVILEGES)

1. The rights to protection of other portion or portions of the said Building by all parts of the "Said Unit" or otherwise in any manner not to diminish the support at present enjoy by other part of the said Building.
2. The right as might otherwise become vested in the Owner/Vendor and Vendor/Developers and/or other person or persons deriving title through or from them for the safety preservation and protection of the entire Building and every part thereof.

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SCHEDULE : "E"

ANNEXURE: "A"

TRANSFER AND DISMEMBERMENT

The Purchaser/s shall not at any time claim partition of the undivided proportionate share in the land and/or in the common parts and/or in any of the common areas, utilities and facilities in the land and the said Building in which the Purchaser/s has right in common with Co-owner.

ANNEXURE: "B"

MUTATION

- A. The Purchaser/s shall apply for and have the "Said Unit" separately assessed for the purpose of Municipal rates and taxes at the cost and expenses of the Purchaser/s provided the Vendor and Developers shall co-operate and assist the Purchaser/s in all possible manners to get the same mutated.
- B. In case the Purchaser/s fails to apply for the mutation despite being called upon to do so by the developer therein and in such event the Developer shall be at liberty to have the same affected at the costs and expenses of the Purchaser/s.

ANNEXURE: "C"

TAXES AND IMPOSITION

- A. Till the Purchaser's "Said Unit" at separately assessed and/or mutated in respect of any tax or imposition the Purchaser/s shall bear and pay proportionate share of expenses and taxes.

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- B. Upon mutation and separate assessment of the said Flat, the Purchaser/s shall pay wholly all taxes and impositions in respects of the “Said Unit” and proportionately in respect of the common portion, if any.

ANNEXURE: “D”

MANAGEMENT AND MAINTAINANCE OF THE COMMON PORTIONS

- A. Upon formation the Association of the Owner, they shall manage, maintain and control the common portions and pay all common expenses.
- B. The Association of Flat Owner when formed shall Frame such rules, regulations and byelaws for the common purpose and according to the West Bengal Apartment Ownership Act, 1972.

SCHEDULE : “F”

(PURCHASER’ COMMON EXPENSES AND OUTGOINGS AND OBLIGATIONS)

1. Proportionate amount of actual expenses towards deposit to CESC Ltd.
2. Expenses for maintaining and repairing of main structures, rainwater pipes, sewers, water line, water tanks, electrical lines, common lights.
3. Cost of cleaning and lighting the passages, main gate etc. and other common parts of the building.
4. Cost of cleaning and lighting the passages, painting and decoration of the exterior of the building.
5. Cost of maintenance of pump house, water tank, water pump including necessary connection thereof.
6. Proportionate K.M.C and other local taxes, ground rent, multi stored tax, and other levies in respect of land and the said building save those separately assessed on the Purchaser/s has said flat, if payable and other outgoings and imposition.
7. All other expenses for common services and connection with the common areas and amenities mentioned above.
8. All such other expenses as are necessary or incidental for the maintenance and upkeep the building.

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9. All salary of all persons employed for the common purposes including Durwan, sweepers, plumbers, electricians etc.
10. Insurance premium, for insuring the building, if any.
11. All charges and deposits for supplies of common utilities to the building and/or the premises.
12. Cost of formation and operation of Association of the Flat Owner.

(EXECUTION OF DEED)

IN WITNESS WHEREOF, The Parties of The First Part the Owner **“Abashan”** represented by its Partners namely: **Sri Bablu Saha Sri Kush Mohinta, Sri Rinku Guha, Sri Tusher Majumder, Sri Uttam Debnath** and **Sri Alope Debnath** and Parties of The Second Part “The Purchaser/s” Have Set and Subscribed Their Respective Hands and Signature, on this Day of August Two Thousand Twenty-Five (..... /0...../2025):-

SIGNATURE OF THE PARTIES:

.....
“Abashan” represented by its Partners namely: Sri Bablu Saha Sri Kush Mohinta, Sri Rinku Guha, Sri Tusher Majumder, Sri Uttam Debnath and Sri Alope Debnath

ABASHAN
Sablu Saha
Partner

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Sri

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MEMO OF CONSIDERATION

I/WE RECEIVED the sum of **Rs.**/- only from the P U R C H A S E R/S towards as full and final consideration money for selling the above mentioned “Said Unit”. Details of payment made by the above-named Purchaser/s is as under:

M E M O

| Sl. | Date | Bank Draft/Cheque No. | Bank | Amount [Rs.] |
|-----|------|-----------------------|-----------|--------------------|
| 1. | | | | |
| 2. | | | | |
| | | | T O T A L | Rs. /- |

“Abashan” represented by its Partners namely: **Sri Bablu Saha Sri Kush Mohinta, Sri Rinku Guha, Sri Tusher Majumder, Sri Uttam Debnath and Sri Alope Debnath**

ABASHAN
Sablu Saha
Partner

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF WITNESSES:-

FIRST WITNESS:

..... son of
resident of
.....
...

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Signature of First Witness

SECOND WITNESS:

..... son of
resident of

Signature of Second Witness

Prepared & Drafted by

As per instruction of the parties and the contents have been fully read over and explained by me to the parties and also admitted to be cleared and correct.

ABHIJIT SINHA

Advocate

High Court at Calcutta.

Bar Association Room No. 16

Chamber: 9, Charu Chandra Place East,

Post Office- Charu market, Kolkata-700033

Enrolment No. W. B. 551/1998

ABASHAN

Sablu V. Co

Partner

ABASHAN
Saleem V. Co
Partner

TEN FINGER PRINT

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| <u>PHOTO</u> | L E F T H A N D | Little Finger | Ring Finger | Middle Finger | Fore Finger | Left Thumb |
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| SIGNATURE | R I G H T H A N D | Right Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
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Partner

TEN FINGER PRINT

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| | | | | | ABASHAN <i>Saleem Vela</i> Partner | |

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| | L | Little Finger | Ring Finger | Middle Finger | Fore Finger | Left Thumb |
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