

DRAFT
DEED OF CONVEYANCE

THIS INDENTURE made this day of , 20 -----

Between

1) BIBHUTI BHUSAN DAS (PAN- AIDPD4689B), Son of Late BhupendraNath Das, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, Residing at P-10, Block –B, Satabdi Park, Post Office- Mukundapur, Police Station- PurbaJadavpur, Kolkata – 700 099 **2) MOTILAL MONDAL (PAN – AJJPM4088L)**, Son of Sri.Lal Mohan Mondal by faith Hindu, by Nationality- Indian, by Occupation- Business, byResiding at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099, **3) BIDHAN CHANDRA SARKAR (PAN – AYLPS6182N)**, Son of Late Nakul Chandra Sarkar, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, Residing at B/6/4B, Milan Park, Post Office-Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099, and **4) JAYANTI MONDAL (PAN – AKSPM7195A)**, Wife of Sri. MotilalMondal, both by faith Hindu, both by Nationality- Indian, both by Occupation- Business, both byResiding at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099, **5) Sri JANMENJOY PRAMANIK, (PAN- BWYPP8168F)** son of Late Ganesh Pramanik, **6) Sri DILIP PRAMANIK, (PAN-CAPPP4510R)** son of Late Ganesh Pramanik, **7) Sri DEBNATH PRAMANIK, (PAN- AXBPP6366L)** son of Late Ganesh Pramanik, **8) Sri ANATH PRAMANIK, (PAN-EIUPP9527B)** son of late Ganesh Pramanik, **9) Sri SWAPAN PRAMANIK, (PAN-ELUPP6393A)** son of Late

Ganesh Pramanik, **10) Sri BAPI PRAMANIK, (PAN-FDEPP3421G)** son of Late Ganesh Pramanik, **11) Sri TARAK PRAMANIK, (PAN-FDEPP3422F)** son of Late Ganesh Pramanik, **12) Smt SATIMA BARIK, (PAN-EGLPB2682E),** daughter of Late Ganesh Pramanik & wife of Sri Uttam Barik, **13) Smt PRATIMA CHATUI (PAN-AYTPC0583D)** daughter of Late Ganesh Pramanik & wife of Tapan Chatui,, respectively, all by Nationality – Indian, all by faith – Hindu, all by Occupation – Business and House Wives respectively all presently residing at Satabdi Park, Post Office- Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099, District- South 24 Parganas the vendor no. 3 to 13 are represented by their constituted attorney namely, **1) BIBHUTI BHUSAN DAS (PAN- AIDPD4689B),** Son of Late Bhupendra Nath Das, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, Residing at P-10, Block –B, Satabdi Park, Post Office- Mukundapur, Police Station- PurbaJadavpur, Kolkata – 700 099 **and 2) MOTILAL MONDAL (PAN – AJJPM4088L),** Son of Sri.Lal Mohan Mondal by faith Hindu, by Nationality- Indian, by Occupation- Business, by Residing at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099 by way of a Registered General Power of Attorney which was registered on 26/03/2014 in the office of DSR- III, Alipore, South 24 Parganas and recorded in Book No.-IV, Volume No.-I, Page from 4511 to 4526, Being No.-00241 for the year 2014, herein after be referred to as the **“OWNERS/ VENDORS”** which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, heiresses, executors administrators, legal representatives and assigns) of the **FIRST PART.**

AND

M/s.CITY LIVE CONSTRUCTION, (PAN- AAIFC5311N), a Partnership Firm, having its registered office at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099 represented by its partners namely, **1) BIBHUTI BHUSAN DAS (PAN- AIDPD4689B),** Son of Late Bhupendra Nath Das, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, Residing at P-10, Block –B, Satabdi Park, Post Office- Mukundapur, Police Station- PurbaJadavpur, Kolkata – 700 099 **2) BIDHAN CHANDRA SARKAR (PAN – AYLPS6182N),** Son of Late Nakul Chandra Sarkar, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, Residing at B/6/4B, Milan Park, Post Office- Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099, **3) MOTILAL MONDAL (PAN – AJJPM4088L),** Son of Sri.Lal Mohan Mondal and **4) JAYANTI MONDAL (PAN – AKSPM7195A),** Wife of Sri. Motilal Mondal, both by faith Hindu, both by Nationality- Indian, both by Occupation- Business, both by Residing at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099, hereinafter referred to as the **DEVELOPER/BUILDER** (which term or expression their heirs, heiresses, executors, legal representatives, administrators and assigns) of the **SECOND PART.**

AND

[If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar No. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the **“Allottee”** (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).

[OR]

[If the Allottee is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____,

(Aadhar No. _____) authorized *vide*

_____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar No. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “**Allottee/Purchaser/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors in-interest and permitted assignees) of the **THIRD PART**.

The Promoter and Allottee/Purchasers shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS the Owners/ Vendors are the recorded joint and lawful owners of **ALL THAT** piece and parcel of land measuring a total area about **21 Kathas, 03 Chattaks and 07 Square feet** (be the same a little more or less), Under Mouza- Chakganiagachi, J.L. No-24, R.S. No.-8¹/₂ , Touzi No.-151, R.S. Dag Nos.-32 & 35, R.S. Khatian Nos.-19 & 11, Police Station- PurbaJadavpur, within the limits of Kolkata Municipal Corporation, under Ward No-109, Borough-XII, being **Premises No.-1991, Mukundapur, Assessee No.- 31-109-07-8208-7**, Kolkata-700 099, District South 24 Pargaans. (herein after be referred to as the **“SAID PREMISES”** , more fully described in the **FIRST SCHEDULE** hereunder.

AND WHEREAS by virtue of two registered Bengali Deed of Conveyance, dated 23/02/1968 and dated 13/05/1971, Ganesh Chandra Pramanik, Hiren Chandra Pramanik and NarendraNathPramanik had purchased **ALL THAT** piece and parcel of land, measuring an area about 23 decimal, equivalent to 13 Kathas, 15 Chattaks (more or less), under Mouza- Chakganiagachi, J.L.No.-24, Touzi No.-151, R.S. No.-8¹/₂, under R.S. Dag No.-32, R.S. Khatian No.-19, Police Station – formerly Tallygunge, now PurbaJadavpur, together with one R.T.Shed, measuring an area about 100 sft. (more or less), standing thereon, District – South 24 Parganas from one BudheswarMondal and others, against a valuable consideration and the said deeds were registered in the office of S.R. at Alipore and recorded in Book No.-I, Volume No.-33, Pages from 150 to 154, Being No.-1311, for the year 1968 and in Book No.-I, Volume No.-56, Pages from 63 to 69, Being No.-2086, for the year 1971

AND WHEREAS the said Ganesh Chandra Pramanik, Hiren Chandra Pramanik and NarendraNathPramanik, being the joint and lawful owners of the aforementioned property and while possessing and enjoying the same, the said Ganesh Chandra Pramanik died intestate on 18/07/1991, leaving behind him his wife BhasaniPramanik, his sons JanmenjoyPramanik, DilipPramanik, DebnathPramanik, AnathPramanik, SwapanPramanik, BapiPramanik, TarakPramanik, and his daughters SatimaPramanik and PratimaPramanik as his legal heirs and heiresses, who inherited the portion of the aforementioned property, under the provisions as laid down in Hindu Succession Act, 1956, as amended up to date.

AND WHEREAS thus the said BhasaniPramanik, JanmenjoyPramanik, DilipPramanik, DebnathPramanik, AnathPramanik, SwapanPramanik, BapiPramanik, TarakPramanik, SatimaPramanik and PratimaPramanik, being the joint and lawful owners in respect of the portion of the aforementioned property as inherited by them and enjoying and possessing the same. It is important to mention here that the said SatimaPramanik was married to UttamBarik.

AND WHEREAS by virtue of a registered Bengali Deed of Partition dated 26/06/2002, made and executed by and between HirenPramanik as First Party therein, BhasaniPramanik, JanmenjoyPramanik, DilipPramanik, DebnathPramanik, AnathPramanik, SwapanPramanik, BapiPramanik, TarakPramanik, SatimaBarik and PratimaPramanik the Second Party therein and NaraendraNathPramanik the Third Party therein, the BhasaniPramanik, JanmenjoyPramanik, DilipPramanik, DebnathPramanik, AnathPramanik, SwapanPramanik, BapiPramanik, TarakPramanik, SatimaBarik and PratimaPramanik the Second party herein, had obtained all that piece and parcel of Bastu land measuring an area about 06 Kathas 10 Chattaks 00 Sq.ft. together with structure standing thereon under Mouza- Chakganiagachi, J.L. No.-24, R.S. No.-8¹/₂, Touzi No.-151, R.S. Dag No.-32 (Part), R.S. Khatian No.- 19, Police Station- PurbaJadavpur, within the limits of Kolkata Municipal

Corporation, under K.M.C. Ward No.-109, together with one R.T.Shed, measuring an area about 100 sft. (more or less), standing thereon, District.- South 24 Parganas and the said Deed was registered in the office of D.S.R.-III at Alipore and recorded in Book No.-I, C.D. Volume No.-5, Pages from 5467 to 5487, Being No.-02389, for the year 2010.

AND WHEREAS the said HirenPramanik, by way of the registered Partition Deed dated 26/06/2002, had become the sold and absolute owner of all that piece and parcel of Bastu Land, measuring an area about 03 Kathas 00 Chattaks 00 Sq.ft. under Mouza- Chakganiagachi, J.L. No.-24, R.S. No.-8 ½, Touzi No.-151, R.S. Dag No.-32 (Part), R.S. Khatian No.- 19, Police Station- PurbaJadavpur, together with one R.T.Shed, measuring an area about 100 sft. (more or less), standing thereon, within the limits of Kolkata Municipal Corporation, under K.M.C. Ward No.-109, District.- South 24 Parganas

AND WHEREAS the said HirenPramanik, died intestate on 09/07/2007 and his wife ShibaniPramanik, died intestate on 24/08/2009 leaving behind them, their sons JaharPramanik, SankarPramanik, Samar Pramanik, Amar Pramanik, Sunil Pramanik, TapashPramanik, SantuPramanik and their married daughters KalidashiMondal, Ruma Jana, ShabitaPorel, as their legal heirs and heiresses, who inherited their the aforementioned property, under the provisions as laid down in Hindu Succession Act., 1956, as amended up to date.

AND WHEREAS thus the said JaharPramanik, SankarPramanik, Samar Pramanik, Amar Pramanik, Sunil Pramanik, TapashPramanik, SantuPramanik, KalidashiMondal, Ruma Jana and ShabitaPorel, become the joint and lawful owners of all that piece and parcel of Bastu land measuring an area about 03 Kathas 00 Chattaks 00 Sq.ft. under Mouza- Chakganiagachi, J.L. No.-24, R.S. No.-8 ½, Touzi No.-151, R.S. Dag No.-32 (Part), R.S. Khatian No.- 19, Police Station- PurbaJadavpur, together with one R.T.Shed, measuring an area about 100 sft. (more or less), standing thereon, within the limits of Kolkata Municipal Corporation, under K.M.C. Ward No.-109, District.- South 24 Parganas

AND WHEREAS by virtue of a registered Bengali deed of conveyance dated 27.02.2012 one BibhutiBhusan Das, Bidhan Chandra Sarkar, MotilalMondal and JayontiMondal had purchased all that peace and parcel of bastu Land measuring an area about 03 Kathas 00 Chattaks and 00 Sq. Ft, under Mouza – Chakganigchi, J.L No. – 24, R.S. No.-8 ½, Touzi No.-151, R.S. Dag No.-32, R.S. Khatian No.- 19, Police Station- PurbaJadavpur, together with one R.T.Shed, measuring an area about 100 sft. (more or less), standing thereon, District.- South 24 Parganas, from one JaharPramanik and nine other persons, against a valuable consideration mentioned therein and the said deed was registered in the office of D.S.R.-III at Alipore and recorded in Book No.-I, C.D. Volume No.-05, Pages from 988 to 1011, Being No.-01901, for the year 2012.

AND WHEREAS the said BibhutiBhusan Das, Bidhan Chandra Sarkar, MotilalMondal and JayontiMondal, had mutated their names in the records of Kolkata Municipal Corporation, vide Premises No.- 2006, Mukundapur, under Ward No.-109, Assessee No.-31-109-07-8270-1 . and also had mutated their names in the records of B.L.&L.R.O. Authority.

AND WHEREAS thus the BibhutiBhusan Das, Bidhan Chandra Sarkar, MotilalMondal and JayontiMondal, herein had became the joint and lawful owners of all that piece and parcel of Bastu land measuring an area about 03 Kathas 00 Chattaks 00 Sq.ft. under Mouza- Chakganiagachi, J.L. No.-24, R.S. No.-8 ½, Touzi No.-151, R.S. Dag No.-32, R.S. Khatian No.- 19, Police Station- PurbaJadavpur, being Premises No.-2006, Mukundapur, within the limits of Kolkata Municipal Corporation, under K.M.C. Ward No.-109, Assessee No.-31-109-07-8270-1, District.- South 24 Parganas,

AND WHEREAS the said BhasaniPramanik, JanmenjoyPramanik, DilipPramanik, DebnathPramanik, AnathPramanik, SwapanPramanik, BapiPramanik, TarakPramanik, SatimaBarik and PratimaPramanik, had mutated their names in the records of Kolkata Municipal Corporation as well as in the records of B.L.& L.R.O. Authority as owners of the aforementioned property as owned by them on the strength of the registered Partition Deed Dated 26/06/2002. The said PratimaPramanik was married to Sri TapanChatui. The BhasaniPramanik died intestate on 25.06.2011, leaving behind her sons namely JanmenjoyPramanik, DilipPramanik, DebnathPramanik, AnathPramanik, SwapanPramanik, BapiPramanik, TarakPramanik, and daughters namely SatimaBarik and PratimaChatui as her legal heirs and heiresses, who inherited her share or interest of the aforementioned property, under the provisions as laid down in Hindu Succession Act., 1956, as amended up to date, in equal and undivided shares.

AND WHEREAS thus the said JanmenjoyPramanik, DilipPramanik, DebnathPramanik, AnathPramanik, SwapanPramanik, BapiPramanik, TarakPramanik, SatimaBarik and PratimaChatui became the joint and lawful owners of the all that piece and parcel of Bastu land measuring an area about 06 Kathas 10 Chattaks 00 Sq.ft. together with structure standing thereon under Mouza- Chakganiagachi, J.L. No.-24, R.S. No.-8 ½, Touzi No.-151, R.S. Dag No.-32 (Part), R.S. Khatian No.- 19, Police Station- PurbaJadavpur, within the limits of Kolkata Municipal Corporation, under K.M.C. Ward No.-109, District.- South 24 Parganas.

AND WHEREAS the said JanmenjoyPramanik, DilipPramanik, DebnathPramanik, AnathPramanik, SwapanPramanik, BapiPramanik, TarakPramanik, SatimaBarik and PratimaChatui, had mutated their names in the records of Kolkata Municipal Corporation, vide Premises No.- 1988,Mukundapur, under Ward No.-109, Assessee No.-31-109-07-8204-0 and also had mutated their names in the records of B.L.&L.R.O. Authority.

AND WHEREAS thus the JanmenjoyPramanik, DilipPramanik, DebnathPramanik, AnathPramanik, SwapanPramanik, BapiPramanik, TarakPramanik, SatimaBarik and PratimaChatui, herein had became the joint and lawful owners of all that piece and parcel of Bastu land measuring an area about 06 Kathas 10 Chattaks 00 Sq.ft. under Mouza- Chakganiagachi, J.L. No.-24, R.S. No.-8 ½, Touzi No.-151, R.S. Dag No.-32 (Part), R.S. Khatian No.- 19, Police Station- PurbaJadavpur, being Premises No.-1988, Mukundapur, within the limits of Kolkata Municipal Corporation, under K.M.C. Ward No.-109, Assessee No.-31-109-07-8204-0, District.- South 24 Parganas,

AND WHEREAS the said NarendranathPramanik, by way of the registered Partition Deed dated 26/06/2002, had become the sold and absolute owner of all that piece and parcel of Bastu Land, measuring an area about 04 Kathas 05 Chattaks 00 Sq.ft. under Mouza- Chakganiagachi, J.L. No.-24, R.S.

No.-8 ½, Touzi No.-151, R.S. Dag No.-32 (Part), R.S. Khatian No.- 19, Police Station- PurbaJadavpur, within the limits of Kolkata Municipal Corporation, under K.M.C. Ward No.-109, District.- South 24 Parganas.

AND WHEREAS the said NarendraNathPramanik, died intestate on 13/12/2003, leaving behind him, his wife BijaliPramanik, his sons AnandaPramanik, PremanandaPramanik, ShayamaPramanik, BiswajitPramanik, UttamPramanik, SurajitPramanik, JadabPramanik and his married daughter ChaitaliNayek, as his legal heirs and heiresses, who inherited his the aforementioned property, under the provisions as laid down in Hindu Succession Act., 1956, as amended up to date.

AND WHEREAS thus the said BijaliPramanik, AnandaPramanik, PremanandaPramanik, ShayamaPramanik, BiswajitPramanik, UttamPramanik, SurajitPramanik, JadabPramanik and ChaitaliNayek, become the joint and lawful owners of all that piece and parcel of Bastu land measuring an area about 04 Kathas 05 Chattaks 00 Sq.ft. under Mouza- Chakganiagachi, J.L. No.-24, R.S. No.-8 ½, Touzi No.-151, R.S. Dag No.-32 (Part), R.S. Khatian No.- 19, Police Station- PurbaJadavpur, within the limits of Kolkata Municipal Corporation, under K.M.C. Ward No.-109, District.- South 24 Parganas.

AND WHEREAS the said BijaliPramanik, AnandaPramanik, PremanandaPramanik, ShayamaPramanik, BiswajitPramanik, UttamPramanik, SurajitPramanik, JadabPramanik and ChaitaliNayek by virtue of a registered Bengali Deed of Gift dated 16/07/2010 had gifted and bequeathed all that piece and parcel of Bastu land measuring an area about 04 Kathas 05 Chattaks 00 Sq.ft. under Mouza- Chakganiagachi, J.L. No.-24, R.S. No.-8 ½, Touzi No.-151, R.S. Dag No.-32 (Part), R.S. Khatian No.- 19, Police Station- PurbaJadavpur, together with one R.T.Shed, measuring an area about 100 sft. (more or less), standing thereon, within the limits of Kolkata Municipal Corporation, under K.M.C. Ward No.-109, District.- South 24 Parganas to the said JanmenjoyPramanik, DilipPramanik, DebnathPramanik, AnathPramanik, SwapanPramanik, BapiPramanik, TarakPramanik, the Second Party herein, being their nephew and brothers, out of their natural love and affection and the said Deed was registered in the office of D.S.R.-III at Alipore and recorded in Book No.-I, C.D. Volume No.-11, Pages from 249 to 271, Being No.-05523, for the year 2010.

AND WHEREAS the said JanmenjoyPramanik, DilipPramanik, DebnathPramanik, AnathPramanik, SwapanPramanik, BapiPramanik, TarakPramanik, had mutated their names in the records of Kolkata Municipal Corporation, vide Premises No.- 1989, Mukundapur, under Ward No.-109, Assessee No.-31-109-07-8203-8 and also had mutated their names in the records of B.L.&L.R.O. Authority.

AND WHEREAS thus the JanmenjoyPramanik, DilipPramanik, DebnathPramanik, AnathPramanik, SwapanPramanik, BapiPramanik, TarakPramanik, herein had become the joint and lawful owners of all that piece and parcel of Bastu land measuring an area about 04 Kathas 05 Chattaks 00 Sq.ft. under Mouza- Chakganiagachi, J.L. No.-24, R.S. No.-8 ½, Touzi No.-151, R.S. Dag No.-32 (Part), R.S. Khatian No.- 19, Police Station- PurbaJadavpur, being Premises No.-1989, Mukundapur, within the limits of Kolkata Municipal Corporation, under K.M.C. Ward No.-109, Assessee No.-31-109-07-8203-8, District.- South 24 Parganas,

AND WHEREAS by virtue of a registered Bengali Deed of Conveyance dated 19/12/1984 the said JanmenjoyPramanik, the fourth party herein had purchased from one BuddheswarMonal and other two persons, all that piece and parcel of Bastu land measuring an area about 08 decimal, equivalent to 04 Kathas 13 Chattaks 20 Sq.ft. under Mouza- Chakganiagachi, J.L. No.-24, R.S. No.-8 ½, Touzi No.-151, R.S. Dag No.-35, R.S. Khatian No.- 11, Police Station- Purbajadavpur, within the limits of Kolkata Municipal Corporation, under K.M.C. Ward No.-109, District.- South 24 Parganas against a valuable consideration mentioned therein and the said Deed was registered in the registration office at Alipore and recorded in Book No.-I, Volume No.-165, Pages from 368 to 375, Being No.- 15000, for the year 1984.

AND WHEREAS the said JanmenjoyPramanik, had mutated his name in the records of Kolkata Municipal Corporation, vide Premises No.- 1986, Mukundapur, under Ward No.-109, Assessee No.-31-109-07-8161-7 and also had mutated his name in the records of B.L.&L.R.O. Authority.

AND WHEREAS thus the JanmenjoyPramanik herein had become the sole and absolute owner of all that piece and parcel of Bastu land measuring an area about 08 decimal, equivalent to 04 Kathas 13 Chattaks 20 Sq.ft. under Mouza- Chakganiagachi, J.L. No.-24, R.S. No.-8 ½, Touzi No.-151, R.S. Dag No.-35, R.S. Khatian No.- 11, Police Station- Purbajadavpur, being Premises No.-1986, Mukundapur, within the limits of Kolkata Municipal Corporation, under K.M.C. Ward No.-109, Assessee No.-31-109-07-8161-7, District.- South 24 Parganas,

AND WHEREAS by virtue of a registered Bengali deed of conveyance dated 16.05.2012 one BibhutiBhusan Das, Bidhan Chandra Sarkar, MotilalMondal and JayontiMondal had purchased all that piece and parcel of bastu Land measuring an area about 02 Kathas 06 Chattaks and 32 Sq. Ft, under Mouza – Chakganigchi, J.L No. – 24, R.S. No.-8 ½, Touzi No.-151, R.S. Dag No.-35, R.S. Khatian No.- 11, Police Station- Purbajadavpur, District.- South 24 Parganas, from one SampatiMondal and six other persons, against a valuable consideration mentioned therein and the said deed was registered in the office of D.S.R.-III at Alipore and recorded in Book No.-I, C.D. Volume No.-09, Pages from 9609 to 9630, Being No.-04312, for the year 2012.

AND WHEREAS the said BibhutiBhusan Das, Bidhan Chandra Sarkar, MotilalMondal and JayontiMondal, had mutated their names in the records of Kolkata Municipal Corporation, vide Premises No.- 1991, Mukundapur, under Ward No.-109, Assessee No.-31-109-07-8208-7 . and also had mutated their names in the records of B.L.&L.R.O. Authority.

AND WHEREAS thus the BibhutiBhusan Das, Bidhan Chandra Sarkar, MotilalMondal and JayontiMondal herein had become the joint and lawful owners of all that piece and parcel of Bastu land measuring an area about 02 Kathas 06 Chattaks 32 Sq.ft. under Mouza- Chakganiagachi, J.L. No.-24, R.S. No.-8 ½, Touzi No.-151, R.S. Dag No.-35, R.S. Khatian No.-11, Police Station- Purbajadavpur, being Premises No.-1991, Mukundapur, within the limits of Kolkata Municipal Corporation, under K.M.C. Ward No.-109, Assessee No.-31-109-07-8208-7, District.- South 24 Parganas,

AND WHEREAS the said property is free from all sorts of encumbrances, charges, liens, lispendenses, claims, demands, trusts, leases, tenancy, actuations, requisitions, whatsoever in nature.

AND WHEREAS the owners further declare and covenant that there is no Award, Suit, Case, Litigation or Appeal is pending before any Arbitrator, Court of Law, Tribunal or Appellate Authority, in regard to the said property and or the same is not under attachment.

AND WHEREAS the owners herein are seized and possessed of and otherwise well sufficiently entitle to as the joint owners free from all sorts of encumbrances, charges, attachment, lispensens, trusts, whatsoever and howsoever nature.

ANDWHEREAS the owner herein, with intend to develop the said property into a building containing several self-contained flats, car parking spaces , etc. entered into a Registered Development Agreement dated 06/08/2019 with M/s **CITY LIVE CONSTRUCTION, (PAN- AAIFC5311N)**, a Partnership Firm, having it's registered office at 7/1, Green Park, Netai Nagar, Mukundapur, Police Station - PurbaJadavpur, Kolkata - 700 099 ,the Developer/builder herein with the terms and conditions stipulated in the said agreement. The said Registered Development agreement has been registered in the office of D.S.R.-V, at Alipore, South 24 parganas, and recorded in Book No-I, Volume No-1630-2019, Page from- 71566 to 71622, Being No-163001850 for the year 2019.(DEVELOPMENT AGREEMENT).

AND WHEREAS allthe owners have been possessing, enjoying and occupying the said properties as stated above of the their own separately being free from all sorts of encumbrances, charges, liens, attachments whatsoever in nature.

AND WHEREAS by virtue of a registered deed of Exchange 26.03.2014 the said BibhutiBhusan Das, Bidhan Chandra Sarkar, MotilalMondal and JayontiMondal, JanmenjoyPramanik, DilipPramanik, DebnathPramanik, AnathPramanik, SwapanPramanik, BapiPramanik, TarakPramanik, SatimaBarik and PratimaChatui became the joint and lawful owners of all that piece and parcel of land measuring a total area about **21 Kathas, 03 Chattaks and 07 Square feet** (be the same a little more or less), Under Mouza- Chakganiagachi, J.L. No-24, R.S. No.-8¹/₂, Touzi No.-151, R.S. Dag Nos.-32 & 35, R.S. Khatian Nos.-19 & 11, Police Station- PurbaJadavpur, within the limits of Kolkata Municipal Corporation, under Ward No-109, Borough-XII, being **Premises No.-1991, Mukundapur, Assessee No.- 31-109-07-8208-7**, A.D.S.R.-Sealdah, Kolkata-700 099 (hereinafter referred to as the said property) and the said deed of amalgamation was registered in the office of D.S.R.-III at Alipore and recorded in Book No.-I, C. D. Volume No.7, 1358 to 1393,Being No.02726 for the year 2014.

ANDWHEREAS Accordingly in terms of the sanctioned and /or approved **B. S. Plan No.- 2018120027 dated 16/05/2018** issued by the Kolkata Municipal Corporation, Borough-XII, the developer herein had started the construction of a Five Storied (G+IV) residential building containing several self contained flats, , etc. at its own costs, initiation and efforts ,the details of the property has been more fully described in Schedule A, written herein below.(SANCTIONED BUILDING PLAN).

AND WHEREAS The owners had also executed a Registered General Power of Attorney dated 26/03/2014 in favour of BibhutiBhusan Das and MotilalMondal to develop the said property with terms and conditions stipulated in the said power of attorney including the power to sell of flats, Plan Sanction from the K.M.C. Authority, etc., on behalf of their and to appear before any registering authority to sign, execute and register the flats, Car Parking etc. on their behalf. The said Registered General Power of Attorney has been registered in the office of D.S.R.-III, at Alipore, South 24 parganas, and recorded in Book No-IV, CD Volume No-1, Page from-4511 to 4526, Being No-00241 for the year 2014.(POWER OF ATTORNEY).

REGISTRATION OF PROJECT-

The project “**LIVE GARDEN** “ is registered with West Bengal Real Estate Regulatory Authority (WBRERA) under **Registration No.-----** **dated-----**.

AND WHEREAS the promoter /developer have under taken development of the said premises on **ALL THAT** piece and parcel of land measuring 21 Kathas, 03 Chattaks and 07 Square feet (be the same a little more or less), Under Mouza- Chakganiagachi, J.L. No-24, R.S. No.-8¹/₂ , Touzi No.-151, R.S. Dag Nos.-32 & 35, R.S. Khatian Nos.-19 & 11, Police Station- PurbaJadavpur, within the limits of Kolkata Municipal Corporation, under Ward No-109, Borough-XII, being **Premises No.-1991, Mukundapur, Assessee No.- 31-109-07-8208-7**, A.D.S.R.-Sealdah, Kolkata-700 099, District South 24 Parganas accordance to the sanctioned building plan **2018120027 dated 16/05/2018** , herein after be referred to as the ‘**SAID PREMISES**’ ,more fully described in the **FIRST SCHEDULE** written hereunder.

AND WHEREAS the Owner/ Developer agreed to sell and the purchaser/s agreed to purchase **ALL THAT** a Self contained independent complete **Flat No. -----** measuring a super built up area about -----Sq.ft. (be the same a little more or less) on the ----- Floor, ----- side, **TOGETHER WITH** One Open/Covered Car Parking Space measuring an area about -----Sq.ft. (be the same a little more or less) Bearing No. ----- **--- ALSO TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto under the project known and named as “**LIVE GARDENS**” being **KMC Premises No.1991, Mukundapur, Kolkata- 700 099** , Police station- Panchasayer (Previously Purbajadavpur) , District - South 24 Parganas at or for a total consideration of Rs. ----- /- (Rupees -----) only, herein after referred to as the “**SAID**

UNIT". (more fully and particularly described in the **SECOND SCHEDULE** written herein below and the said flat is more clearly shown and delineated in a map or plan bordered with **RED** annexed to this indenture.

THE PARTIES TO THIS INDENTURE BOTH HEREBY AGREE DECLARE AND COVENANT AS FOLLOWS: -

1. The purchasers have verified all papers and documents and have fully satisfied themselves with the title of the said property.
2. The purchaser have satisfied about the materials used, craftsmanship, measurement of the unit and also about the construction of flat as per specification of the building visually / technically and will not raise any objection and or dispute in future unless serious defects occurs.
3. The purchaser will abide by the rules and regulations of the DeeshariIris for peaceful and betterment use of the flat for residential purposes only and will not be entitled to use and allow the said flat to be used for any illegal or immoral purposes or for any other purpose which may cause annoyance or inconveniences to the other adjoining and neighboring flat owners and will not make any addition, alteration to the flat without written permission of the Owner/ Developer and also after getting the written approval and or permission to be obtained from Kolkata Municipal Corporation at their own costs, initiation and effort. Similarly the flat owners shall not keep in parking place anything other than private Motor car /Motor cycle and shall not raise or put up any kutchra or pucca construction, grill wall/enclosure thereon or part thereof and shall keep it always open as before.
4. The Vendor/Developer company herein shall and will at the costs and request of the purchasers do all the acts, deeds things and matters for assuring the said unit more perfectly and effectively as and when the purchaser may be reasonably required the same.
5. The Vendor/Developer company herein shall handover the possession of the said unit simultaneously upon execution and/or registration of this instrument.
6. The purchaser/s shall observe and fulfil all the terms and conditions of the Deed of Conveyance
7. The stamp duty and registration fees and other incidental charges and expenses shall be borne by the purchasers herein for registration of this indenture.

8. The purchaser/s shall observe, fulfil and perform all the covenants for the common purpose and shall pay and discharge all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.
9. The flat owner/s shall directly apply to the CESC for individual connection in his/her/ their names and shall pay meter processing charges and the security deposit directly to CESC.
10. The flat owners shall directly apply before the Kolkata Municipal Corporation for mutation of the unit in his/her / their names.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. -----/- (Rupees -----) only paid by the purchaser/s to the Vendor (the receipt whereof the Vendor / Developer company doth hereby and also by the memo of consideration written hereunder admit and acknowledge) and of the payment of the same the Vendor /Developer Company for ever release, discharge and acquit the purchasers **ALL THAT** the said unit, more fully and particularly described in **SECONDSCHEDULE** hereunder and the said flat delineated in the Map or Plan annexed hereto bordered with **RED** color and the Vendor/ Developer Company doth hereby grant, sell, transfer, convey, assign and assure the said unit **TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto in the said building and **ALSO TOGETHER WITH** right of enjoyment with proportionate share in the common areas, easement, facilities, assurances, hereditaments etc., as mentioned in the **THIRD SCHEDULE** hereunder and subject to proportionate share in the common liabilities as mentioned in the **FOURTH SCHEDULE** hereto and subject to all other terms and conditions as mentioned herein and in other schedule(s) unto and to the use of the purchasers **TO HAVE AND TO HOLD** the same absolutely free from all encumbrances attachment and charges lispences, whatsoever and howsoever and all the right, title, interest, whatsoever of the purchaser into or upon the same or any part thereof **TOGETHER WITH** the benefit of full power and authorities to appear before the Kolkata Municipal Corporation for mutating the name of purchasers and to do or act any or all as may be necessary as fully and effectually as the purchasers could do in respect of the said unit hereby demised conveyed or any part portion thereof now are or at any time hereto

form or situated, butted and bounded called known, numbered, described, distinguished **ALSO TOGETHER WITH** all sewers, drains, walls, yards, ways, paths, passages, water, water courses and all other rights, liabilities, privileges, easements, profits appendages and appurtenances whatsoever to the said unit or the said building and reversion or reversions remainder or remainders and the rent, issues and profit of and in connection with the said unit and all that estate, right, title, interest, property, claim and demand whatsoever of the company unto or upon the said unit and all other benefits and rights herein comprised and hereby granted, sold, conveyed, transferred, assign and assure or intended so to be and every part or parts thereof respectively **ALSO TOGETHER WITH** the right, liberties and appurtenances whatsoever in respect of said unit to and the unit of the purchaser free from all encumbrances, trusts, liens and attachments whatsoever **AND ALSO TOGETHER WITH** easements or quasi- easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said unit and other unit by the respective co-owners and / or occupants of the said building **TO HAVE AND TO HOLD** the said unit and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof respectively absolutely and forever **SUBJECT TO** covenants and all subject to the purchasers regularly paying and discharging all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.

FIRST SCHEDULE

(Description of the Property)

ALL THAT piece and parcel of land measuring 21 Kathas, 03 Chattaks and 07 Square feet (be the same a little more or less), Under Mouza- Chakganiagachi, J.L. No-24, R.S. No.-8¹/₂ , Touzi No.-151, R.S. Dag Nos.-32 & 35, R.S. Khatian Nos.-19 & 11, Police Station- PurbaJadavpur, within the limits of Kolkata Municipal Corporation, under Ward No-109, Borough-XII, being **Premises No.-1991, Mukundapur, under the Project named 'LIVE GARDENS' Assessee No.- 31-109-07-8208-7**, A.D.S.R.-Sealdah, Kolkata-700 099, District South 24 Parganas , butted and bounded by-

ON THE NORTH- Land of R.S. Dag No.56 & Premises No.1992, Mukundapur.

ON THE SOUTH- 20 feet common passage & land of R.S.Dag No.35.

ON THE EAST- 20 feet common passage & Premises No.1992 Mukundapur.

ON THE WEST- Premises No.1985, Mukundapur.

SECOND SCHEDULE

(Description of the Said Unit)

ALL THAT self contained, independent, finished **FLAT No.**-----on ----- Floor, -----
----- side measuring a super built up area of -----Sq.ft. (be the same a little more
or less), consisting of ----- Bed Rooms, ----- Living / Dining Room, -----
--- Kitchen, -----Toilets and ----- Balcony, **TOGETHER WITH** One Open /Covered
Car Parking Space, measuring an area about -----Sq.ft. (be the same a little more or
less) Bearing No. -----, **ALSO TOGETHER WITH** undivided proportionate impartible
and indivisible share of land underneath thereto under the Project known and named as **“LIVE
GARDENS” KMC Premises No.1528, Mukundapur, Kolkata 700 099** , Police station-
Panchasayer(Previously Purbajadavpur) , District – South 24 Parganas.

THIRD SCHEDULE

(Common rights, facilities and amenities)

The right in common with the other co-owners and occupiers of the said building regarding common rights, facilities and amenities appurtenant thereto are as follows : -

1. Rider, beam and main supporting wall.
2. Lift, Lift Well and Lift Room.
3. Staircases, Passages, Landings, Lobbies, Compounds, ways, Paths and ingress and egress of the said building.
4. Roof and Staircase Room.
5. Pump Room, Electricity Meter Room, Pump, Septic Tank, Water Reservoir (overhead and underground).
6. Water Connections, Electricity Connections, Sewerage, Common Plumbing Installations, Common Electricity installations.
7. Roof Light, Passage Light, Stair Cases Light including Common Electrification of the said building.
8. The boundary wall and main gate of the said building.

FOURTH SCHEDULE**(Common Expenses)**

1. All proportionate costs of maintenance for, operating, repairing, painting, reconstructing, decorating, redecorating and lightning of the common parts, paths, areas, intercom facilities, generator/power back-up etc. as stated hereinabove of **"LIVE GARDENS"** and also the boundary wall of the said building as well as said project.
2. All proportionate costs of maintaining passages, lobbies, staircases, compounds, common toilet, lift, lift well, lift room etc.
3. All proportionate cost and expenses for maintaining, repairing and replacing the passage light, roof light, staircase light, compound light, lift light, lift fan, and all common electrical fittings and installation of the said building as well as said project.
4. All proportionate costs and expenses for maintaining, repairing and replacing the common water connection, pipe, pipe line, water pump, with its fittings and fixture, rain water pipes and all other common fittings and installation for water connection of the said building as well as said project as stated herein.
5. The salaries of Jamaders, Caretakers, Plumbers, Electricians, Guards, Men employed for water treatment, sewerage treatment, intercom facilities and other service providers of **"LIVE GARDENS"** to be borne by the purchasers proportionately with other co-owners and occupiers of the same.
6. All other costs, expenses and charges which are necessary and essential to protect and safeguard the interest of the said building as well as **"LIVE GARDENS "** to be borne by the purchasers proportionately with others.
7. That If any charges for insuring the said building against earthquake, fire, flood, rioting, lightning etc. to be borne proportionately by the purchasers.

8. That from the date of taking official possession of the said unit by virtue of the possession certificate issued /given by the Vendor/developer the purchaser/s shall bear and pay the municipal taxes, water taxes, electricity charges proportionately, till separately assessed and installed in his /her/their names.
9. The flat owner will co-operate with other co-owners of the project for betterment, beneficial use and enjoyment of the said unit in the said project.
12. The Developer Company reserves the right to maintain the project till completion of the entire project and the project will be handed over to the Flat Owners Association on completion of the entire project.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands, seals and signatures in this indenture on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the OWNER/VENDOR

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

OWNER/VENDOR

SIGNED, SEALED AND DELIVERED by the DEVELOPER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

DEVELOPER

SIGNED AND ACCEPTED by the PURCHASER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

PURCHASER

Drafted by: -

Computer print by :-

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser the within mentioned sum of Rs.-----
 -----/- (Rupees -----) only being the full consideration
 amount by the above named vendor / developer as per memo here under written.

Date	Ch. No.	Bank & Branch	Amount
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(Rupees -----only)

WITNESSES :-

1)

2)

VENDOR / DEVELOPER