

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of, in the year Two Thousand and Twenty Five (.....) of the Christian era in the City of Kolkata,

BETWEEN

SHREE BHUMI, REAL ESTATE
Mamta Devi
PROPRIETOR - MAMTA DEVI

(2)

(1) **AJOY KR MONDAL @ AJOY KUMAR MONDAL @ AJOY MONDAL, (PAN NO. AQLPM7948J)**, son of Late Krishna Pada Mondal, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata - 700 039,

2) **MADAN MONDAL @ MADAN MOHAN MONDAL, (PAN NO. BQNPM4898J)**, son of Late Krishnopada Mondal, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata-700 039,

(3) **KANAN DAS @ KANAN MONDAL (PAN NO. FSFPD9945H)**, wife of Late Kasta Das and daughter of Late Krishna Pada Mondal, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata - 700 039,

(4) **DILIP MONDAL (PAN NO. CLVPM7001F)**, son of Late Krishnopada Mondal, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata-700 039,

(5) **BAIDYANATH MONDAL (PAN NO. AFZPM0661D)**, son of Late Krishna Pada Mondal, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata-700039, and also A-58/1, Canal South Road, East Rajapur, Santoshpur, P.O. Santoshpur, P.S. Survey park, Kolkata-700 075,

(6) **SANDHYA BAR @ SANDHYA MONDAL, (PAN NO. DMXPB7409G)**, wife of Khokan Bar, and daughter of Late Krishna Pada Mondal, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata -700 039, and also 8C, Garfa Saradmoni Lane, Bihari Mondal Road, P.S. Kasba, Kolkata-700 078,

(7) **ARATI HALDER @ ARATI MONDAL, (PAN NO. BVWPH6314N)**, wife of Dilip Halder, and daughter of Late Krishna Pada Mondal, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata 700 039, and also Village Bahirpua, Jalghara, Magrahat-1, Pin Code 743609, District 24 Parganas (South),

(8) **GITA MONDAL, (PAN NO. IEHPM8717R)**, wife of Late Deben Ch. Mondal, by faith Hindu, by Occupation Housewife, by Nationality

(3)

Indian, residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata-700 039,

(9) **MANAS MONDAL, (PAN NO. CSLPM9292B)**, son of Late Deben Chandra Mondal, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata-700 039,

(10) **MANASI BISWAS, (PAN NO. DBUPB0122G)**, wife of Biswajit Biswas and daughter of Late Deben Chandra Mondal, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata - 700 039 and also Chanditala Park, Subhashgram, Rajpur Sonarpur (M), Pin Code 700147, P.S. Sonarpur, District 24 Parganas (South),

(11) **MOUSUMI MONDAL, (PAN NO. BIZPM0447B)**, daughter of Late Deben Chandra Mondal, by faith Hindu, by Occupation House hold work, by Nationality Indian, residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata-700039,

(12) **KALI MONDAL, (PAN NO. BQOPM5218H)**, wife of Late Annada Prosad Mondal, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata - 700039,

(13) **PINKI BAKSHI, (PAN NO. DBYPM2410J)**, wife of Abhishek Bakshi and daughter of Late Annada Prosad Mondal, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata -700 039, and also 8/13, Sahid Nagar, Haltu, P.O. Haltu, Kolkata 700078, District 24 Parganas (South),

(14) **RINKI MONDAL, (PAN NO. GTBPM2608J)**, daughter of Late Annada Prosad Mondal, by faith Hindu, by Occupation Household work, by Nationality Indian, residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata 700039, Hereinafter jointly called and referred to as the "**OWNERS/FIRST PARTY**" (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**, represented by Mamta Devi, the constituted Power Of Attorney holder.

AND

(4)

SHREE BHUMI REAL ESTATE, having its office at Premises No. 4C/3, Dharmatala Road, P.O. & P.S. Kasba, Kolkata-700 039, represented by its Proprietor namely **MAMTA DEVI (PAN NO. DQGPD3132H)**, wife of Mukesh Kumar Shaw, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 4/D/11/A, Dharmatala Road, Police Station Kasba, Post Office Kasba, Kolkata-700039, hereinafter called and referred to as the "**DEVELOPER/SECOND PARTY**" (Which term shall unless excluded by or repugnant to the context be deemed to include its successors-in-office, heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

MR., (**PAN:**); (**Aadhar no.**), son ofby faith, by Occupatio, by Nationality Indian, residing at, hereinafter called and referred to as the "**PURCHASER**" (Which term shall unless or excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assignees) of the **THIRD PART**

WHEREAS One Sri Dhar Chandra Roy and Bijoy Krishna Roy, both sons of Late Chandra Nath Roy the executors of the estate of Late Chandra Nath Roy were the owners of 50% (eight annas) share and Sri Priya Nath Roy, son of Ram Kumar Roy was the owner of 50% (eight annas) share in respect of the Landed property comprised in Mouza Kasba, JL. No. 13, Pargana Kalikata, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 792, R.S. Dag No. 1724 (measuring an area 21 decimals), R.S. Dag No. 1621/2141 (measuring an area 33 decimals), R.S. Dag No. 1621/2144 (measuring an area 39 decimals), R.S. Dag No. 1583/2152 (measuring an area 33 decimals), R.S. Dag No. 1697 (measuring an area 1 acre 36 decimals) and R.S. Dag No. 1698 (measuring an area 4 decimals), and in R.S. Khatian No. 793, R.S. Dag No. 1621/2143 (measuring an area 10 decimals), Police Station previously Tollygunge now Kasba, District 24 Parganas (South).

AND WHEREAS the said Sri Priya Nath Roy died intestate leaving behind him, his only daughter namely Smt. Kanak Lata Dasi, wife of Late Heramba Gopal Das Naskar, of 229, Picnic Garden Road, P.S. Tiljala, District 24 Parganas (South) as his only legal heirs and successors of his estate including the aforesaid property left by him.

AND WHEREAS thus the said Smt. Kanak Lata Dasi became the owner in respect of the said landed property left by her father Sri Priya Nath Roy since deceased.

(5)

AND WHEREAS by a registered Bengali Kobala dated 01.05.1963 which was registered at the Office at A.D.S.R. Alipore and recorded in Book No. I, Volume No. 75, Pages from 186 to 190, Being No. 3880 for the year 1963 the said Smt. Kanak Lata Dasi sold, transferred, conveyed and assigned ALL THAT piece and parcel of Land total measuring an area of 1 Acre 22½ decimals comprised in Mouza Kasba, JL. No. 13, Pargana Kalikata, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 792, R.S. Dag No. 1621/2141 (measuring an area 16½ decimals out of 33 decimals), R.S. Dag No. 1621/2144 (measuring an area 19½ decimals out of 39 decimals), R.S. Dag No. 1583/2152 (measuring an area 16½ decimals out of 33 decimals), R.S. Dag No. 1697 (measuring an area 68 decimals out of 1 acre 36 decimals), R.S. Dag No. 1698 (measuring an area 2 decimals out of 4 decimals), and ALL THAT piece and parcel of Bastu land measuring about 10 (ten) decimals out of 20 decimals comprised in Mouza Kasba, JL. No. 13, R.S. No. 233, Pargana Kalikata, Touzi No. 145, R.S. Khatian No. 792 under R.S. Khatian No. 793, R.S. Dag No. 1621/2143 under the jurisdiction of the Calcutta Corporation now the Kolkata Municipal Corporation being Premises No. 73 and 74 Bediadanga Road, unto and in favor of (1) Sri Makhan Lal Mondal @ Makhan Mondal, son of Late Bhola Nath Mondal, (2) Sri Bhim Chandra Mondal, son of Late Upendra Nath Mondal, (3) Sri Bipin Behari Mondal, (4) Sri Nakul Chandra Mondal, (5) Sri Sahadeb Chandra Mondal (6) Sri Prankrishna Mondal, No. 3 to 6 are sons of Late Becharam Mondal, all of 70, Bediadanga Road, now Dr. Girindra Sekhar Bose Road, P.S. Tiljala, District 24 Parganas (South) for a valuable consideration mentioned therein free from all encumbrances and delivered khas possession thereof.

AND WHEREAS thereafter the said Bipin Behari Mondal and other filed a Partition Suit against their co-sharer namely Makhan Chandra Mondal @ Makhan Mondal and others before the Ld. 3 Sub Judge at Alipore, District 24 Parganas (South) being Title Suit No. 47 of 1965.

AND WHEREAS during the pendency of the said suit the said Makhan Chandra Mondal @ Makhan Mondal died Intestate leaving behind him, his wife, 7 (seven) sons and only daughter and after his demise his legal heirs and successors entered in the said suit for contesting the same.

AND WHEREAS thereafter by a solenama dated 24.08.1971 the said suit being No. T.S. 47 of 1965 was finally decreed by the Learned Court of 3rd Sub Judge at Alipore, District 24 Parganas (South) and the entire property divided into three parts in different plots.

AND WHEREAS the Legal heirs and successors of the said deceased Makhan Chandra Mondal @ Makhan Mondal @ Makhan Lal Mondal namely (1) Sri Kamal Chandra Mondal, (2) Sri Krishna Chandra Mondal @ Krishna Pada Mondal (the deceased father of the First Party No. 1 to 7 herein, the deceased father-in-Law of the First Party No. 8, 12 herein and the deceased grandfather of the First Party No. 9, 10, 11, 13, & 14 herein), (3) Sri Netai Chandra Mondal, (4) Sri Kanai Mondal, (5) Sri Subol Mondal, (6) Sri Dulal Mondal, (7) Sri Chandi Charan Mondal, (8) Smt. Surbala Mondal, wife of Late Makhan Mondal and (9) Smt. Abala Mondal, daughter of Late Makhan Mondal, jointly allotted separately and absolutely ALL THAT piece and parcel of Land total measuring about 1 (one) Bigha 16 (sixteen) Cottahs 4 (four) Chittacks 10 (ten) Sqft., mentioned in LOT "B" of the said solenama.

AND WHEREAS during jointly enjoyment of the said landed property in LOT "B" by a registered Bengali Partitioned Deed dated 20.12.1976 which was registered at the office at Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 106, Pages from 24 to 35, Being No. 4457, for the year 1976 the said (1) Sri Kamal Chandra Mondal, (2) Sri Krishna Chandra Mondal, (3) Sri Netai Chandra Mondal, (4) Sri Kanai Mondal, (5) Sri Subol Mondal, (6) Sri Dulal Mondal, (7) Sri Chandi Charan Mondal, (8) Smt. Surbala Mondal, and (9) Smt. Abala Mondal partitioned their ancestral property into nine plots mentioned therein as plot Nos. B/1 to B/9 accordingly and the said Krishna Chandra Mondal @ Krishna Pada Mondal allotted separately and absolutely ALL THAT piece and parcel of Bastu land in Plot No. B/2 measuring about 5 (five) Cottahs 3 (three) Sqft., be the same a little more or less comprised in Mouza Kasba, JL, No. 13, C.S. Dag No. 1697, Police Station Kasba, District 24 Parganas (South).

AND WHEREAS during the peaceful enjoyment of the said landed property of ALL THAT piece and parcel of Bastu land in Plot No. B/2 measuring about 5 (five) Cottahs 3 (three) Sqft., be the same a little more or less comprised in Mouza Kasba, JL, No. 13, C.S. Dag No. 1697, Police Station Kasba, District 24 Parganas (South) the said Krishna Chandra Mondal @ Krishna Pada Mondal mutated his name with the record of the Calcutta Corporation now the Kolkata Municipal Corporation and the said property assessed and numbered as 12/3B/1J, Dharmatala Road, Calcutta 700 039, District 24 Parganas (South).

AND WHEREAS the said Krishna Chandra Mondal @ Krishna Pada Mondal died intestate on 10.12.1986 at his residence at Premises No. 12/3B/1J, Dharmatala

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Road, Calcutta 700 039, District 24 Parganas (South) leaving behind him, his wife namely SISHU BALA MONDAL (now deceased), six sons namely (1) AJOY KR MONDAL @ AJOY KUMAR MONDAL @ AJOY MONDAL, (2) MADAN MONDAL @ MADAN MOHAN MONDAL, (3) DILIP MONDAL, (4) BAIDYANATH MONDAL (the First Party No. 1 to 4 herein), (5) DEBEN CH. MONDAL (now deceased), (6) ANNADA PROSAD MONDAL (now deceased) and three daughters namely (7) KANAN DAS @ KANAN MONDAL (8) SANDHYA BAR @ SANDHYA MONDAL, and (9) ARATI HALDER @ ARATI MONDAL (the First Party Nos. 3, 6 & 7 herein) as his legal heirs and successors of his estate including the aforesaid property left by him.

AND WHEREAS the said legal heirs and successors of the deceased Krishna Chandra Mondal @ Krishna Pada Mondal jointly mutated their names with the record of the Calcutta Corporation now the Kolkata Municipal Corporation in respect of their ancestral property of ALL THAT piece and parcel of Bastu land in Plot No. B/2 measuring about 5 (five) Cottahs 3 (three) Sqft., be the same a little more or less comprised in Mouza Kasba, JL. No. 13, C.S. Dag No. 1697, Police Station Kasba, District 24 Parganas (South) and the said property re- assessed and numbered as 12/38/1J, Dharmatala Road, being Ward No. 067, Assessee No. 21-067-10- 0410-3, police Station Kasba, Kolkata - 700 039, District 24 Parganas (South).

AND WHEREAS the said Sishu Bala Mondal died intestate leaving behind her the said six sons and three daughters of her estate including the aforesaid property left by her.

AND WHEREAS the said Deben Ch Mondal died intestate on 10.02.2017 leaving behind him, his wife namely Gita Mondal, only son namely Manas Mondal and two daughters namely Manasi Biswas and Mousumi Mondal (the First Party No. 8 to 11 herein) as his legal heirs and successors of his estate including the aforesaid property left by him. Be it mentioned here that the said Deben Ch Mondal at the time of his death he was last residing at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata -700 039.

AND WHEREAS the said Annada Prosad Mondal died intestate on 29.05.2021 at his residence at 12/3B/1J, Dharmatala Road, P.O. Tiljala, P.S. Kasba, Kolkata-700 039, leaving behind him, his wife namely Kali Mondal, and two daughters namely Pinki Bakshi and Rinki Mondal (the First Party No. 12 to 14 herein) as his legal heirs and successors of his estate including the aforesaid property left by him.

(7)

AND WHEREAS thus the above mentioned First Party (First Party 1 to 14) are the joint owners and possessors in respect of ALL THAT piece and parcel of Bastu land in Plot No. B/2 measuring about 5 (five) Cottahs 3 (three) Sqft., be the same a little more or less together with tiles shed structures measuring an area of 500 Sqft., comprised in Mouza Kasba, JL. No. 13, Pargana Kalikata, R.S. No. 233, Touzi No. 145, C.S. Dag No. 1697, Khatian No. 792, under the jurisdiction of the Kolkata Municipal Corporation being Premises No. 12/3B/1J, Dharmatala Road, Ward No. 067, Assessee No. 21-067-10-04103, Post Office Tiljala, Police Station Kasba, Kolkata - 700 039, District South 24 Parganas (*hereinafter referred to as the subject property as mentioned in the First Schedule hereunder*).

AND WHEREAS now all the above-mentioned owners are desirous of developing the said premises by constructing thereupon new multistoried building of the said premises mentioned in First Schedule hereunder in accordance with the sanction building plan to be approved by the Kolkata Municipal Corporation. But due to financial stringency and/or paucity of funds the owners are unable to start the construction of the said building and had been search of Promoter and/or Developer, who can undertake the responsibility of construction of such building of the said premises of his/her/their own arrangement and expenses.

AND WHEREAS having come to know the intention of the Owners, the Developer contacted the Owner and requested them to allow and develop the said premises as desired by the Owners by constructing the proposed building in accordance with the sanction plan to be sanction by the Kolkata Municipal Corporation at his own arrangement, cost and expenses.

AND WHEREAS on negotiation between the parties, the Owners to allow the Developer to develop the said premises on the terms and conditions hereinafter contained.

AND WHEREAS the owners of the first part and the Developer of the second part has agreed and have further executed a Development Agreement dated 19-04-2024 at and before the office of the DSR-III, Alipore which is recorded in Book no. I, volume no. 1603-2024, from pages 164010 to 164050 being no. 160306623 for the year 2024 accompanied by a Development Power of Attorney dated 19-04-2024 at and before the office of the DSR-III, Alipore which is recorded in Book no. I, volume no. 1603-2023, from pages 162490 to 162515, being no. 160306645 for the year 2024 and the Owners also executed and registered a General Power Of Attorney

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dated 11-06-2025 registered in the office of the Additional District Sub-Registrar at Alipore and recorded in Book No.-I, CD Volume No:- 1603-2025, Pages 283303 to 283327, Being No. 160310770 for the year 2025 for constructing a new building in the Said Premises according to the building plan sanctioned by the Kolkata Municipal Corporation being **B.P. No.- 2025070057 dated: 09-07-2025** (hereinafter referred to as "**SAID PLAN**") with such modifications and/or alterations, additions, modifications as may be required or which may be made and prepared by the Developer from time to time in the Said Premises (hereinafter called "**SAID BUILDING**") In terms of the SAID Development Agreement

AND WHEREAS the Vendor/developer now desire to sale / transfer / convey the schedule mentioned Self-contained residential flat (Flat No.....) measuring more or less sq.ft Carpet area or sq.ft covered area corresponding of Sq.ft. super built area on the Second Floor (North-South-East Side) of the building Consisting of Bed Rooms, Dining, Kitchen, Balcony and Toilet, at K.M.C. Premises No. 12/3B/1J, Dharmatala Road, Ward No. 067, Assessee No. 21-067-10-04103, Post Office Tiljala, Police Station Kasba, Kolkata - 700 039, District South 24 Parganas more fully and particularly described in the Scheduled "B" below which is part of the "A" schedule property and has been in exclusive physical possession of the developer at total consideration amount of Rs./- (Rupees.....) only more fully and particularly described below in the Schedule "B" Together with the proportionate share of land and also together with all common rights, areas facilities and amenities of the said III storied building including staircase and roof of the said building, premises which the Purchaser has agreed to purchase in the said consideration of Rs./- (Rupees.....) only.

AND WHEREAS the Vendor hereto declare and confirm his respective right, title, and interest in the said property and record the terms for sale and transfer of the said flat measuring about ALL THAT one Self-contained **residential flat** (Flat No.....) measuring more or less sq.ft Carpet area or sq.ft covered area corresponding of Sq.ft. super built area on the (North-South-East Side) of the building Consisting of... Bed Rooms, Dining, Kitchen, Balcony and Toilet, at K.M.C. Premises No. 12/3B/1J, Dharmatala Road, Ward No. 067, Assessee No. 21-067-10-04103, Post Office Tiljala, Police Station

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Kasba, Kolkata - 700 039, District South 24 Parganas with proportionate share of land together with all common rights and facilities, CESC. Electric meter installing space more fully described in the Second Schedule which is part of the First Schedule hereunder written and more particularly shown in the map annexed herewith and marked with RED BORDER free from all encumbrances to the Purchaser.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AND IT IS HEREBY AGREED
BY AND BETWEEN THE PARTIES AS FOLLOWS**

In consideration of the Premises hereinbefore recited and of the several covenants and agreement hereinafter contained and on the part of the VENDOR, DEVELOPER and the **PURCHASER** to be performed and observed and further in consideration of the total sum of Rs./- (Rupees
.....) only lawful money of the Union of India well and truly paid to the confirming party/developer in hand by the

Purchaser on or before the execution of this presents (the receipt whereof the developer doth hereby as well as by the receipt hereunder written admit and acknowledge of and the Vendor and developer from the same and every part thereof, acquit, release and forever discharge the **PURCHASER** the proportionate impartible share in the land with all common rights and facilities attached thereto and also the said **SCHEDULE** constructed thereto and every part thereof intended to be conveyed) the Vendor doth hereby sell, transfer, assign, and convey or cause to sell, transfer, assign and convey and the Vendor doth hereby indefeasibly and absolutely grant, convey, assure, sell, assign, and transfer, free from all encumbrances, **SCHEDULE mentioned ALL THAT** Self-contained **residential flat** measuring (Flat No.....) measuring more or less sq.ft Carpet area or sq.ft covered area corresponding of Sq.ft. super built area on the Floor (North-South-East Side) together with proportionate impartible share in the land with all common rights attached thereto located at the said scheduled premises, as more fully and particularly described in the Second Schedule hereunder appearing and more particularly delineated in the Map or Plan annexed hereto and thereon shown RED BORDER OR HOWSOEVER OTHERWISE the said scheduled **residential flat** as described or at any time or times hereinafter

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were or was situated, butted, and bounded called, known, numbered, described and distinguished ALONGWITH half the depth in all joints above and between the floors and ceiling of the said Scheduled **residential flat** mention below and with full and absolute ownership right over all fixtures, internal and external walls and also proportionate impartible share in the land and/or structure of part whereof the said Schedule **flat** built and over the common parts specified in the third schedule hereinafter written and subject to the stipulations as contained under all other schedules hereinafter appearing **TOGETHER WITH RIGHT IN COMMON** with other lawful purchasers or owners or occupants thereto to enjoy the common passage of the said new building, staircase, ways, pitches, sewers, ditches, drains, fences, boundaries, liberties, rights, privileges, easement right, other amenities and advantages together with the right, title, interest, claim and demand of the Vendor thereon and in respect of the said Schedule flat unto the use of the Purchaser **AND TO HAVE AND TO HOLD** the said schedule flat and every part thereof granted, conveyed, assured, sold, assigned and transferred or expressed or intended as to be unto and to the use of the Purchaser his heirs, executors, administrators, and assigns absolutely and forever, free from all encumbrances, charges, liens, attachments, mortgages and/or liberties of any nature or sorts whatsoever AND the said Schedule flat is free from all encumbrances, charges, liens, attachments, mortgages and/or liberties of any nature or sorts whatsoever AND that the Vendor shall and will at all times hereinafter at the request and cost of the Purchaser done and execute or causes to be done and execute all such acts, deeds, things for further better or more particularly assuring title of The said schedule flat and every part thereof into and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

(11)

1. The interest which the Vendor and the Developer do hereby transfer subsists and that they have full power and absolute authority to grant, convey, transfer, assign, and assure the said flat with proportionate share of undivided land beneath the said flat and proportionate undivided share of land in the said stair-case, paths and passages in the said premises as stated above and specifically hereby granted, conveyed, transferred, assigned and assured unto the Purchaser in the manner aforesaid.
2. That the Vendor and the Developer hereby declare that the said land on which the said building is being raised and constructed is free from all encumbrances, charges, attachments, liens and acquisition or requisition in any manner whatsoever.
3. It shall be lawfully for the Purchaser from time to time and at all times hereafter to enter into and upon and hold and enjoy the said Flat with undivided proportionate share of land at the said Premises and the said proportionate un-divided share of stair case, paths, and passages in the said building as stated above and every part thereof without any interruption, disturbances claim or demand whatsoever from or by the Vendor and the Developer or any person or persons claiming through under or in trust for them and that free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Vendor and the Developer well and sufficiently saves defended and kept harmless and indemnified of from and against all former and other estates, title, charges, troubles and encumbrances Whatsoever had made executed or suffered by the Vendor and the Developer or any other person or persons lawfully or equitably claiming.
4. That the said flat with pro-rate share of un-divided land of the said premises and proportionate un-divided share of stair-case, paths and passages in the said building as stated above and every part thereof are free and discharge from and against any manner of encumbrances whatsoever.

5. That the Purchaser will be at liberty to use the roof and common portions of the schedule mentioned premises or benefits proposed jointly the Owners or other Flat Owners.
6. That the Vendor and the Developer, their heirs, executors, administrators, legal representatives and assigns further covenant that it shall and will from time to time at all times hereafter upon every reasonable request and at the cost of the Purchaser, their heirs, executors, administrators, legal representatives and assigns make, do or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly conveying and assuring the said flat and every part thereof with un-divided pro-rate share of land of the said Premises and the said proportionate un-divided share of stair-case, paths and passages in the said building as stated above and every part thereof unto the Purchaser in the manner aforesaid as shall or may be reasonably required.
7. That the Vendor and the Developer shall pay all Municipal rates and taxes and other claims in respect of the said property for the Entire period up to the date of handing over the possession of the said flat and the Purchaser shall pay such Municipal rates and taxes from the date of delivery of such actual possession.
8. That the Vendor and the Developer hereby declare that the said property upon which the said building is being raised and Constructed is free from all encumbrances, charges, attachment, lease or leases, acquisition, litigation whatsoever. The Vendor and the Developer further declare and confirm that the said building is being built in accordance with the specification as detailed in the schedule in the best workman like manner and as per development agreement That the Purchaser shall have full and absolute proprietary rights such as the Vendor derive from his title save and except that of demolishing or committing waste in respect of the flat described in the Second Schedule in any manner so as to effect other Co-Owners who have already purchased and acquired or may hereinafter purchase or acquire similar property rights as conveyed by this conveyance.

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9. That the Purchaser shall and will give the Co-owners/Occupiers of the other flats necessary vertical, horizontal and lateral support for their flats and also rights of way over all common road, stair-case, passages etc., as more fully and particularly described in the third schedule hereunder written.
10. That the Purchaser's undivided interest in the land or soil shall remain joint for all times with the Vendor and/or other Co-owners who may hereinafter or hereto before have acquired title and interest in the said land and in the Flat at the building and the said undivided interest shall remain permanently impartible.
11. That the Purchaser's shall have unfettered right to mutate his name on the record of K.M.C. and also get his schedule Flat separately assessed as a separate unit on the records of K.M.C. or on the records of any other statutory, non-statutory or local body or bodies and the Vendor and the Developer shall extent all helps in this regard.
12. So long the floor space of the said schedule flat shall not be separately assessed for Municipal rates and taxes the Purchaser Shall pay a proportionate share of the said consolidated Municipal tax and Other levies assessed in respect of the said scheduled Flat from the date of the execution of the Deed of Sale to the Vendor.
13. The Vendor and the Developer shall have no right of pre-emption over the said scheduled flat and the Purchaser shall have unfettered right to sell, mortgage, lease, let-out, transfer, assign and/or alienate the said scheduled Flat in any mode or manner whatsoever at his absolute discretion to any person or persons without reference to the Vendor and the Developer or to any other Occupier or Occupiers subject to the obligations and/or covenants as contained in this instruments.
14. The Purchaser's un-divided interest in the soil as more fully described in First Schedule hereunder written shall remain joint for all times with other Co-Owners who may hereinafter or hereto before have acquired right, title and interest in the land and in any flat in the building, it being hereby declared that the interest in the soil is impartible.

(14)

15. The Purchaser shall have the absolute right to rectify, modify and alter the inside arrangements of the said schedule flat provided such rectification, alteration and modification in any empire the main structure of the said scheduled premises and/or effect in any manner of mode the common partition wall and roof structure of the flats located just beneath and behind the said schedule flat

**THE SCHEDULE - "A" ABOVE REFERRED TO
(Description of the Land and Building)**

ALL THAT piece and parcel of Bastu land in Plot No. B/2 measuring about 5 (five) Cottahs 3 (three) Sqft., be the same a little more or less along with G+III storyed residential building standing there on comprised in Mouza Kasba, JL. No. 13, Pargana Kalikata, R.S. No. 233, Touzi No. 145, C.S. Dag No. 1697, Khatian No. 792, under the jurisdiction of the Kolkata Municipal Corporation being Premises No. 12/3B/1J, Dharmatala Road, Ward No. 067, Assessee No. 21-067-10-04103, Post Office Tiljala, Police Station Kasba, Kolkata - 700 039, District South 24 Parganas together with all rights of easements and appurtenances thereto which is butted and bounded by: -

ON THE NORTH BY : Land of Plot No. B/10
ON THE SOUTH BY : Other House
ON THE EAST BY : 12 feet wide common passage
ON THE WEST BY : Other House

**THE SCHEDULE – “B” ABOVE REFERRED TO
(Description of the Flat)**

ALL THAT one Self-contained residential Flat (Flat No ...) measuring more or less sq.ft Carpet area or ,..... sq.ft covered parking space being no. & area measuring 135 Sq.ft. super built area on the (..... Side) of the G + III-

Storied residential building Consisting of Bed Rooms, Dining, Kitchen, building Consisting of Bed Rooms, Dining, Kitchen, Balcony and Toilet, at K.M.C. Premises No. 12/3B/1J, Dharmatala Road, Ward No. 067, Assessee No. 21-067-10-04103, Post Office Tiljala, Police Station Kasba, Kolkata - 700 039, District-South 24 Parganas together with undivided proportionate share of land of the said premises with all rights of user of common space, passages, easements, and appurtenances thereto together with all easement right thereto and enjoyment of open spaces attached therein more fully shown and delineated in the Map or Plan annexed hereto and marked with Red Border which is butted and bounded by :-

ON THE NORTH : -

ON THE SOUTH : -

ON THE EAST : -

ON THE WEST : -

(Zone Name- Bedia 2nd Lane-----P.G. Road)

**THE THIRD SCHEDULE ABOVE REFERRED TO
(Showing common areas, common parts, and Common equipment, at the
Schedule Premises).**

The vacant spaces around the scheduled mentioned Premises.

1. The spaces within the building comprised of ingress and egress of the said building, staircase, landing lobbies etc.
2. That all installation for common service such as drainage of the building and also side walls, water supply and plumbing arrangements in the premises, electrical wiring, meter and fittings and fixtures at the meter box and other civil amenities, septic tank, of the premises.
3. Reservoir in the Ground floor, reservoir on the roof on the top floor of the building, pump, meter, pipe lines and all other appurtenances and installations in the premises for common use.
4. Septic tanks soak pits and sewerage, which are connected.
6. Common roof right.
7. The foundations, columns, beams, supports of the building.
8. Boundary walls of the premises.
9. All other facilities and amenities in the premises, which are intended for common use.

**FOURTH SCHEDULE ABOVE REFERRED TO
(Showing Common expenses in respect of flat)**

The expenses of maintaining, repairing, re-decorating, etc., of the main structure, rain water pipes etc., of the building tube-well if any, water pipes, sanitary pipes, gas pipes and electric pipes, wires and installations in under or upon the building

(18)

as enjoyed or used by the Purchaser in common with the vendor and owner of the other flats and the main staircase, passages, landings and staircase of the floor.

IN WITNESS WHEREOF the parties hereto put their respective signatures and seals on the day, month, and the year first above written.

SIGNED SEALED & DELIVERED

At Kolkata in the presence of:-

1.

**Signature of the Vendor/
Constituted Attorney of Vendor**

2.

Signature of the Purchaser

**Signature of the Developer/
Confirming Party**

As per information and documents
Supplied to me and drafted by me,

Subhodeep Ghosh
Alipore Police Court kol-27
Enrollment no.1418/2018

MEMO OF CONSIDERATION

Received from within named Purchaser the within mentioned sum of Rs./- (Rupees) only being the full and final consideration amount.

| DATE | BANK NAME | CHEQUE NO. |
|--------|-----------|------------|
| AMOUNT | | |

TOTAL

WITNESS:-

- 1.
- 2.

SHR. SHREE BHUMI REAL ESTATE
Mamta Devi
PROPRIETOR - MAMTA DEVI

**Signature of the Developer/
Confirming Party**