

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made and executed on this 2025 (Two Thousand and Twenty-Five);

BETWEEN

SHRI SAMAR DAS, son of Late Phanindra Nath Das, having his Income Tax Permanent Account No. (**ADTPD 6672M**), and Aadhar Card No. (**6098 5623 6328**), By Faith-Hindu, By Nationality-Indian, By Occupation-Business, residing at Tower-11, UPL-1701, Flat No.17, 2052 Chak Garia, Post Office-Panchasayar, Police Station-Panchasayar (Erstwhile Purba Jadavpur), Kolkata-700094, District-South 24 Parganas, in the State of West Bengal, hereinafter referred to as the “**LAND OWNER/VENDOR**” (which expression shall, unless repugnant to the context shall mean and include his successor(s), heir(s), successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns) of the **FIRST PART**.

AND

S.P. CONSTRUCTION, a Partnership Firm, having its Income Tax Permanent Account Number (**ADLFS 5936P**) and having its registered office at 441 K.M. Roy Chowdhury Road, Post Office- Dakshin Jagaddal Police Station- Sonarpur, Kolkata- 700151, District-South 24 Parganas, in the State of West Bengal, duly represented by its Partners, namely **SHRI SAMAR DAS**, son of Late Phanindra Nath Das, having his Income Tax Permanent Account No. (**ADTPD 6672M**), and Aadhar Card No. (**6098 5623 6328**), By Faith-Hindu, By Nationality-Indian, By Occupation-Business, **AND SMT PRIYANKA DAS**, wife of Shri Samar Das, having her Income Tax Permanent Account Number (**CGIPS 3952B**) and Aadhaar No. (**9454 1015 8795**), by Faith- Hindu, by Nationality- Indian, by Occupation-Business, both are residing at residing at Tower-11, UPL-1701, Flat No.17, 2052 Chak Garia, Post Office-Panchasayar, Police Station-Panchasayar (Erstwhile Purba Jadavpur), Kolkata-700094, District-South 24 Parganas, in the State of West Bengal, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (which expression shall, unless repugnant to the context shall mean and include it’s successors-in-Office, executor(s), representative(s), administrator(s), men, agents and/or assigns) of the **SECOND PART**.

A N D

1. **XXXXXXX**, son/wife of _____, having her Income Tax Permanent Account Number (_____) and having her Aadhaar Number (_____), by Faith-_____, by Nationality- _____, by Occupation- _____, **AND XXXXXXX** son of _____, having his Income Tax Permanent Account Number (_____) and having his Aadhaar Number (_____), by Faith- _____, by Nationality- _____, by Occupation- _____, both are residing at _____ Post Office- _____, Police Station- _____, District _____, in the State of West Bengal hereinafter referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor(s), heir(s), successors-in-interest, the executor (s), representative(s), administrator(s) and/or assigns) of the **THIRD PART**.

The **LAND OWNER** and **DEVELOPER**, as well as the **PURCHASERS**, are conjointly for the sake of brevity hereinafter referred to as the “**PARTIES**” and they individually hereinafter referred to as the “**PARTY**”.

DEFINITIONS AND INTERPRETATIONS: The **PARTIES** have agreed that the following terms and expressions shall in these presents have the respective meanings assigned to them herein-below, unless the same be contrary or repugnant to the subject or context:

1. **LAND OWNER:** shall mean the persons, namely **SRI SAMAR DAS**, son of Late Phanindra Nath Ghosh is the absolute owner in respect of **ALL THAT** piece and parcel of Bastu Land measuring about 13 Decimal equivalent to 8 Cottahs 20 Sq. Ft. more or less, lying and situated at Mouza- Elachi, under R.S. Dag No. 397, L.R. Dag No.527, appertaining to R.S. Khatian No. 619 and L.R. Khatian No.2919, J.L. No. 70, Pargana-Magura, R.S. No. 223, Touzi No.100, being Municipal Holding No. 768, S.N. Ghosh Avenue, Assessee No. 1104302163079, Police Station- Sonarpur, Post Office-Narendrapur, Kolkata-700103, presently within the limit of Ward No. 26, Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar at Sonarpur, South 24 Parganas, in the state of West Bengal which is particularly mentioned in the First Part named hereinabove hereinafter referred to as the “**SAID VENDOR**”.

2. **DEVELOPER:** shall mean **S.P. CONSTRUCTION**, being a Partnership Firm, duly represented by its Partners namely- Samar Das and Priyanka Saha, hereinafter referred to as the **DEVELOPER**, who had entered into a Registered Development Agreement on 14th January 2022 with the land owner in respect of **ALL THAT** piece and parcel of Bastu Land measuring about 13 Decimal equivalent to 8 Cottahs 20 Sq. Ft. more or less, lying and situated at Mouza- Elachi, under R.S. Dag No. 397, L.R. Dag No.527, appertaining to R.S. Khatian No. 619 and L.R. Khatian No.2919, J.L. No. 70, Pargana- Magura, R.S. No. 223, Touzi No.100, being Municipal Holding No. 768, S.N. Ghosh Avenue, Assessee No. 1104302163079, Police Station- Sonarpur, Post Office-Narendrapur, Kolkata-700103, presently within the limit of Ward No. 26, Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar at Sonarpur, South 24 Parganas, in the state of West Bengal, after obtaining necessary Building Sanctioned Plan and/or approvals from the concerned authority/authorities.

3. **DEVELOPMENT AGREEMENT AND DEVELOPMENT POWER:-** shall mean the Vendor herein while enjoying the First Schedule Mentioned property peacefully and/or uninterruptedly and well sufficiently seized and possessed thereof being the desire to develop the aforementioned First Schedule Mentioned property by constructing a new Ground Plus Four (G+IV) storied Building on the **SAID LAND** in pursuance thereof the said Landowner/Vendor was in search of a reputed Developer having wide experience in the field of development affairs and subsequently Shri Vendor had entered into a Registered Development Agreement on 14th January 2022 with the Developer herein containing several terms and conditions mentioned therein which was registered with the Office of Additional

District Sub-Registrar at Sonarpur and duly recorded the same in Book No.-I, Volume No.-1608-2022, pages from 8915 to 8952, Being No. 00247 for the year 2022. The Vendor herein has also executed a Development Power of Attorney in Favour of the Developer herein enabling them to continue the development work over the First Schedule Mentioned property which was duly registered on 14th January 2022 at the Office of Additional District Sub-Registrar at Sonarpur, and duly recorded in Book- I, Volume No. 1608-2022, Pages from 9006 to 9028, being No.00252 for the year 2022. Therefore, the parties herein, by following the terms of the development agreement, said landowner herein became the sole and absolute lawful owner of all that residential space mentioned in the **SECOND SCHEDULE** hereunder written, which they are hereby agreed to sell, transfer, convey and assign hereunto and in favour of the Purchasers herein.

4. **PURCHASERS:-** shall mean the **XXXXXXXX** and **XXXXXXXX**, named above hereinafter referred to as Purchasers who has approached the Landowner/Vendor herein and subsequently the said Llandowner/Vendor upon such request hereby agreed to sell, transfer, convey, assure, and assign **ALL THAT** piece and parcel of 1 (One) self-contained Residential Flat from it's **OWN ALLOCATION** (i.e. **LANDOWNER'S ALLOCATION**) which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written which free from all encumbrances, interruptions, hindrances, obstructions, charges, liens, Lis-pendens whatsoever and howsoever from any corner and in any manner at and for a total agreed consideration mentioned herein below.

5. **LAND OWNER'S ALLOCATION:** shall mean and include, in accordance with the terms and conditions of the said Development Agreements contained therein, the said Vendor will be entitled to **1. ALL THAT** Residential Flat No. 1A, on the First Floor. **2. ALL THAT** Residential Flat No. 2A on the Second Floor. **3. ALL THAT** Residential Flat No. 3A on the third Floor. **4. ALL THAT** residential being Flat No.4A on Fourth Floor and Car Parking Space on the Ground Floor of total F.A.R. in the newly constructed Ground Plus Four (G+IV) storied Building standing thereon **TOGETHER WITH** undivided proportionate share of rights, titles, and interests in Land attributable thereto and in the **SAID PREMISES** mentioned in the **FIRST SCHEDULE** hereunder written.

6. **DEVELOPERS'/CONFIRMING PARTY'S ALLOCATION:** shall mean and include, by the terms and conditions of the **SAID** Development Agreements the remaining portion of the newly constructed Ground Plus Four (G+IV) storied Building standing thereon **TOGETHER WITH** undivided proportionate share of rights, titles, and interests in Land attributable thereto and in the **SAID PREMISES** mentioned in the **FIRST SCHEDULE** hereunder written.

7. **LAND AND BUILDING:-** shall mean and include the **ALL THAT** piece and parcel of Bastu Land measuring about 13 Decimal equivalent to 8 Cottahs 20 Sq. Ft. more or less, whereupon a newly constructed Ground Plus Four storied building has been constructed vide building sanctioned plan no. 333/CB/26/39 dated 19th March 2020 which

is lying and situated at Mouza- Elachi, under R.S. Dag No. 397, L.R. Dag No.527, appertaining to R.S. Khatian No. 619 and L.R. Khatian No.2919, J.L. No. 70, Pargana-Magura, R.S. No. 223, Touzi No.100, being Municipal Holding No. 768, S.N. Ghosh Avenue, Assessee No. 1104302163079, Police Station- Sonarpur, Post Office-Narendrapur, Kolkata-700103, presently within the limit of Ward No. 26, Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar at Sonarpur, South 24 Parganas, in the state of West Bengal which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

8. BUILDING SANCTIONED PLAN: shall mean the Ground Plus Four (G+IV) storied Building Construction Plan duly approved and/or sanctioned by the Rajpur-Sonarpur Municipality vide sanctioned Building Plan 333/CB/26/39 dated 19th March 2020 and revised vide revised sanctioned plan no. SWS-OBPAS/2207/2024/1941/ALT/1 dated 22nd August 2024 and subsequently on the basis of the Building Plan the Development Agreements duly constructed the aforesaid Ground Plus Four (G+IV) storied Building standing thereon without abusing any deviation of the aforementioned Sanctioned Building Plan.

9. RESIDENTIAL FLAT: shall mean and include **ALL THAT** piece and parcel of Tiles Flooring Residential space being No. 4-A, having Carpet Area of 592 Sq. Ft and Maintenance Chargeable Area of 900 Sq. Ft more or less consisting of 2 (Two) Bed Rooms 1(One) Dining cum Living, 1(One) Kitchen, 2 (Two) Toilet, 1(One) Balcony, situated at the North-East side of the Fourth Floor of the building namely “NEELISHA” along with all fittings and fixtures attributable thereto, which has been built according to the Specifications mentioned herein below **ALONG WITH** undivided proportionate share of rights, titles and interests in all common areas, parts, portions, facilities, amenities and installations as are available in the said Premises lying and situated at Municipal Holding No. 768, S.N. Ghosh Avenue, Assessee No. 1104302163079, Police Station- Sonarpur, Post Office-Narendrapur, Kolkata-700103, presently within the limit of Ward No. 26, Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar at Sonarpur, South 24 Parganas, in the state of West Bengal which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written hereinafter it is referred to as the Said Residential Flat.

10. COMMON AREAS, PORTIONS, FACILITIES, SPECIFICATIONS, INSTALLATIONS and AMENITIES: - shall mean and include such common areas, portions, facilities, amenities and installations comprised in the Said Building standing thereon as are available in the said Premises, which are attributable to the Said Residential Flat which are more fully and particularly described in the **THIRD SCHEDULE** hereunder written.

11. COMMON EXPENSES:- shall mean and include all such expenses for the maintenance, management, look-after, up-keep and proper administration of the Common Areas and Installations comprised in the aforesaid Residential Building standing thereon

and the Premises and for a rendition of common services in common to the occupants of the Building and all other expenses for the common purposes to be contributed borne paid and shared proportionately by the occupants of the Building including those mentioned in the **FOURTH SCHEDULE** hereunder written. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that **SAID PURCHASERS** shall not seek or claim any deduction or abatement in the common expenses on the ground that the **SAID PURCHASERS** are not using any particular Common Area/s or Installation/s or on the ground that certain Common Area/s and Installation/s are meant for use by occupants or on any other grounds whatsoever.

12. PURCHASER'S NEGATIVE COVENANTS: shall mean and include that the **PURCHASERS** to certain negative and/or restrictive covenants attributable to the Said Residential Space which is more fully and particularly described in the **FIFTH SCHEDULE** hereunder written.

13. CONSIDERATION: shall mean the said purchasers herein this day duly paid the balance agreed monetary consideration an amount of Rs.30,00,000/- (Rupees Thirty Lakhs Only) hereunto and in favour of the landowner herein the details whereof more fully and particularly described in the memo of consideration mentioned herein below for purchasing the Said Residential Space or every part thereof.

14. PROPORTIONATE SHARE: shall mean in the case of any unit/flat and/or the proportion or ratio which the floor space of any flat, unit to the aggregate of all the floor spaces of all the flats in the said property and including the area comprising the common parts and the common areas thereof in the said and the building.

DEVOLUTION and/or BACKGROUND OF TITLE The Title of ownership flows as follows from time to time, whereas:

1. WHEREAS One Bholanath Naskar, Satish Chandra Naskar and Sripati Naskar were seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of property including R.S. Dag No.397, R.S. Khatian No.619 of Elachi Mouza, J.L.No.70.as per Revisional Settlement Records of rights and enjoying every rights, title and interest over the aforesaid property without interruption, claim and demand whatsoever.

2. The said Bholanath Naskar, Satish Chandra Naskar and Sripati Naskar executed a deed of partition on 23/01/1983 in respect of the property of R.S. Dag No.397. & other properties duly registered at S.R. Sonarpur office and recorded in Book No. I, Volume No.9, Pages-156 to 165, being No.414 for the year 1983.

3. By virtue of aforesaid partition, the said Bholanath Naskar got the property in Schedule Kha of the said partition deed and also shown in the map or plan annexed thereto of the said partition deed marked as Green border and during peaceful possession said

Bholanath Naskar, son of Late Puntiram Naskar sold the land measuring more or less 2 Cottahs 2 Chittaks 30 Sq.ft. out of 64 decimals in R.S. Dag No. 397, L.R. Dag No.527, appertaining to R.S. Khatian No.619, of Elachi Mouza on 06/08/1997 in favour of One Sri Sachindra Nath Maity, duly registered at Sonarpur A.D.S.R. Office and recorded in Book No .I, Volume No. 106, Pages-357 to 363, being No.6775 for the year 1997.

4. The said Sachindra Nath Maity sold the land measuring more or less 2 Cottahs 2 Chittaks 30 Sq. Ft. on 7th August 1998 in favour of Rabindra Nath Chowdhury which was duly registered at A.D.S.R. Alipore office and recorded in Book No. I, Volume No. 100, Pages from 198 to 205, being No.6084 for the year 1998.

5. The said Rabindra Nath Chowdhury sold the land measuring more or less 2 Cottahs 2 Chittaks 30 Sq. Ft. on 7th August 2000 in favour of Sri Jitendra Singh, duly registered at A.D.S.R. Sonarpur office and recorded in Book No. I, Volume No. 117, Pages from 108 to 113, being No.6839 for the year 2000.

6. The said Bholanath Naskar, son of Late Puntiram Naskar died intestate leaving behind his wife, Smt. Bina Naskar, two sons, namely, Sri Khokan Naskar and Sri Pradip Naskar and two daughters, namely, Smt. Mira Mondal and Smt. Gita Mondal as his legal heirs and successors.

7. The said successors of Late Bholanath Naskar sold the land measuring more or less 1 Cottah executed on 23rd June 2004 and completed on 30th March 2006 to Sri Jitendra Singh and Smt. Krishna Singh registered at the Sonarpur A.D.S.R. office and recorded in Book No. I, Volume No.62, Pages from 15 to 20, being No.3030 for the year 2006.

8. The said Jitendra Singh gave the undivided 1/2 share i.e. 1 Cottah 1 Chittak 15 Sq. ft. out of 2 Cottahs 2 Chittaks 30 Sq. ft. of land of R.S. Dag No.397 by a registered deed of gift executed on 23rd June 2004 and completed on 30th March 2006 in favour Smt. Krishna Singh, registered at Sonarpur A.D.S.R. office and recorded in Book No. I, Volume No. 188, Pages from 63 to 68, being No.9272 for the year 2006.

9. The said Jitendra Singh sold his undivided 1/2 share, i.e. 1 Cottah 1 Chittak 15 Sq. Ft. land out of 2 Cottahs 2 Chittaks 30 sq.ft. on 2nd August 2011 to Firoza Molla, registered at D.S.R.-IV, Alipore and recorded in Book No. I, C.D. Volume No.20, Pages from 276 to 291, being No.5921 for the year 2011.

10. The said Jitendra Singh also sold his undivided 1/2 share, i.e. 8 Chittaks out of 1 Cottah. on 23rd December 2011 to Firoza Molla, by virtue of a registered deed of conveyance registered at D.S.R.-IV, Alipore and recorded in Book No. I, C.D. Volume No.30, Pages-4918 to 4933 being No.9197 for the year 2011.

11. The said Khokan Naskar, son of Late Bholanath Naskar executed a general power of attorney regarding his undivided share of property of R.S. Dag No.397 of Elachi Mouza,

J.L. No.70 on 19/02/2013 in favour of Sri Sachindra Nath Maity, registered at Sonarpur A.D.S.R. office and recorded in Book No. IV, being No.569 for the year 2013.

12. The said Pradip Naskar, son of Late Bholanath Naskar executed a general power of attorney regarding his undivided share of property of R.S. Dag No.397 of Elachi Mouza, J.L. No.70 on 06/09/2013 in favour of Sri Sachindra Nath Maity, registered at Sonarpur A.D.S.R. office and recorded in Book No. IV, being No.2607 for the year 2013.

13. The said Smt. Bina Naskar, wife of Late Bholanath Naskar, Smt. Mira Mondal and Smt. Gita Mondal, both daughters of Late Bholanath Naskar executed a general power of attorney regarding his undivided share of property of R.S. Dag No.397 of Elachi Mouza, J.L.No.70 on 03/01/2014 in favour of Sri Sachindra Nath Maity, registered at Sonarpur A.D.S.R. office and recorded in Book No. IV, being No.067 for the year 2014.

14. The said Smt. Bina Naskar, Sri Khokan Naskar, Sri Pradip Naskar, Smt. Mira Mondal and Smt. Gita Mondal jointly sold the land measuring more or less 5 Cottahs but actual Survey land measures more or less 4 Cottahs 13 Chittaks 35 sq.ft. on 23rd June 2014 to Sri Samar Das (Owner herein) registered at Sonarpur A.D.S.R. Office and recorded in Book No. I, C.D. Volume No.13, Pages from 3441 to 3461, being No. 06371 for the year 2014.

15. While said Krishna Sing and Firoza Molla were enjoying her All That aforesaid piece and parcel of land measuring 3 Cottah 2 Chittak 30 Square Feet more or less free from all sorts of encumbrances on 7th April 2017 jointly had sold, conveyed and transferred All That piece and parcel of land measuring about 3 Cottah 2 Chittak 30 Square Feet more or less unto and in favour of said Samar Das by executing a registered Deed of Conveyance which was registered at the office of Additional District Sub-Registrar at Sonarpur and duly recorded the same in Book No. I, Volume No. 1608-2017, Pages from 28296 to 28317, Being No. 01356 for the year 2017.

16. That said Samar Das the vendor/landowner herein by virtue of the two aforesaid registered Deed of conveyance dated 23rd June 2014, Book No. I, Volume No. 13, Pages from 3441 to 3461, Being No. 06371 for the year 2014. And dated 7th April 2017, Book No. I, Volume No. 1608-2017, Pages from 28296 to 28317, Being No. 01356 for the year 2017. Become the sole and absolute owner in respect of All That piece and parcel of land measuring about 8 Cottah 20 Square feet more or less and he had recorded his name with record of BL & LRO and created new L.R. Khatian being No. 2702 in respect of his name and also recorded his name in Assessment Book of Rajpur Sonarpur Municipality being Assessee No. 1104302163079 and started enjoying the same by paying taxes to the Municipal Authority.

17. The Landowner/vendor while enjoying the first schedule mentioned property in order to develop the schedule mentioned property obtained the Sanction Building plan from Rajpur Sonarpur Municipality being plan Number 1333/CB/26/39 dated 19th March 2020 for the construction of the building.

18. While absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises free from all shorts and encumbrances whatsoever or howsoever in nature, having the good and marketable title in respect of the said premises the Vendor being desirous of promoting and developing the said premises on a joint venture basis approached the **DEVELOPER** to develop the said premises by constructing G+IV storied and/building/ thereon consisting of several self-sufficient residential flats, car parking spaces, shops as per the plan sanctioned by the Rajpur Sonarpur Municipality and the developer herein also agreed with the proposal of the owner. As such the owner herein has entered into a registered Development Agreement on 14th January 2022 with **S.P. CONSTRUCTION** Second Part herein to develop the schedule mentioned property on the terms and conditions and stipulations contained in the said Agreement which was duly registered on 14th January 2022 with the Developer herein containing several terms and conditions mentioned therein which was registered with the Office of Additional District Sub-Registrar at Sonarpur and duly recorded the same in Book No.-I, Volume No.-1608-2022, pages from 8915 to 8952, Being No. 00247 for the year 2022. The Vendor herein has also executed a Development Power of Attorney in Favour of the Developer herein enabling them to continue the development work over the First Schedule Mentioned property which was duly registered on 14th January 2022 at the Office of Additional District Sub-Registrar at Sonarpur, and duly recorded in Book- I, Volume No. 1608-2022, Pages from 9006 to 9028, being No.00252 for the year 2022.

19. Subsequently thereafter the sanctioned building plan has duly revised vide revised sanctioned plan no. SWS-OBPAS/2207/2024/1941/ALT/1 dated 22nd August 2024.

20. Thus, by virtue of the Development Agreement dated 14th January 2022, The Landowner/Vendor herein become the absolute owner of **ALL THAT** piece and parcel of Tiles Flooring Residential space being No. 4-A, having Carpet Area of 592 Sq. Ft and Maintenance Chargeable Area of 900 Sq. Ft more or less consisting of 2 (Two) Bed Rooms 1(One) Dining cum Living, 1(One) Kitchen, 2 (Two) Toilet, 1(One) Balcony, situated at the North-East side of the Fourth Floor of the building namely “**NEELISHA**” along with all fittings and fixtures attributable thereto, which has been built according to the Specifications mentioned herein below **ALONG WITH** undivided proportionate share of rights, titles and interests in all common areas, parts, portions, facilities, amenities and installations as are available in the said Premises lying and situated at Municipal Holding No. 768, S.N. Ghosh Avenue, Assessee No. 1104302163079, Police Station- Sonarpur, Post Office-Narendrapur, Kolkata-700103, presently within the limit of Ward No. 26, Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar at Sonarpur, South 24 Parganas, in the state of West Bengal along with other residential spaces as mentioned in the development agreement dated 14th January 2022.

21. The Landowner/Vendor herein after completing the construction of the newly constructed building has decided to sell, convey, and transfer the residential spaces to the intending purchaser.

22. The Purchasers herein now being interested and approached the Landowner in acquiring and/or owning **ALL THAT** piece and parcel of Tiles Flooring Residential space being No. _____, having Carpet Area of _____ Sq. Ft and Maintenance Chargeable Area of _____ Sq. Ft more or less consisting of 2 (Two) Bed Rooms 1(One) Dining cum Living, 1(One) Kitchen, 2 (Two) Toilet, 1(One) Balcony, situated at the North-East side of the Fourth Floor of the building namely “NEELISHA” along with all fittings and fixtures attributable thereto, which has been built according to the Specifications mentioned herein below **ALONG WITH** undivided proportionate share of rights, titles and interests in all common areas, parts, portions, facilities, amenities and installations as are available in the said Premises lying and situated at Municipal Holding No. 768, S.N. Ghosh Avenue, Assessee No. 1104302163079, Police Station- Sonarpur, Post Office-Narendrapur, Kolkata-700103, presently within the limit of Ward No. 26, Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar at Sonarpur, South 24 Parganas, in the state of West Bengal from the **LAND OWNER’S ALLOCATION** at the total agreed lawful consideration of Rs. _____/- (Rupees _____) after taking inspection of a copy of the original conveyance in respect of the said premises and have also taken inspection of the abstract of Title Deeds, building plan relating to the said premises and have made themselves fully conversant with the contents of the said conveyance and abstract of title deed as well as the sanctioned building plan and have fully satisfied themselves as to the title of the Owner regarding the said land at the said premises.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In pursuance of this deed of conveyance and the purchasers have agreed to pay the agreed consideration of Rs. _____/- (Rupees _____).

2. The Landowner/Vendor doth hereby admit and acknowledge the entire consideration amount and thereof acquit, release and discharge the said Residential Space or every part thereof in favour of the Purchasers.

3. The Landowner/Vendor above named doth hereby grant sell transfer convey assign and assure unto and in favour of the Purchasers herein it’s **ALL THAT** piece and parcel of residential space mentioned in the Second Schedule below **ALONG WITH** undivided proportionate share of rights, titles and interests in all common areas, Roof, parts, portions, facilities, amenities and installations as are available in the said Premises together with the right to use and enjoy in common with the other owner(s) and/or occupiers of other space(s) at the building the common parts, portions, areas, facilities and amenities comprised in **SAID PREMISES** as well as building standing thereon which is more fully and particularly described in **FORTH SCHEDULE** hereunder written **AND** all manner of former and other rights, privileges easements and benefits whatsoever belonging or in any way appertaining

thereto or usually held or enjoyed therewith and reputed to belong to or be appurtenant thereto **ALONG WITH** all negative and/or restrictive covenants which are more fully and particularly described in the **FIFTH SCHEDULE** hereunder written **AND** the reversion or reversions, remainder or remainders **TOGETHER WITH** all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the **SAID RESIDENTIAL SPACE** or every part thereof attributable thereto.

4. **TO HAVE AND TO HOLD** the said Residential Space or every part thereof which are more fully and particularly described in the **SECOND SCHEDULE** hereunder written unto and to the use of the Purchasers absolutely and forever, free from all encumbrances whatsoever Excepting and Reserving unto the Land Owner and/or occupiers of other space(s) at the said Building the easements, quasi-easements and privileges **AND FURTHER SUBJECT TO** the Purchasers regularly and punctually paying the proportionate amount of the costs of maintenance of the common parts and essential services including those described in the **FOURTH SCHEDULE** hereunder written.

5. It is hereby certificated that the **SECOND SCHEDULE** mentioned property is not charged or mortgaged with any financial Institution or Banks. This property is free from all encumbrances. If any financial liability arises the said vendor herein shall be liable to indemnify for the same.

PURCHASER'S ACKNOWLEDGEMENTS, WARRANTIES, COVENANTS AND ASSURANCES:

The Purchasers hereby agrees, undertakes, warrants, representations and covenants with the Said Vendor as well as the Developer as follows:-

1. The Purchasers and all other Occupiers of the aforementioned building standing thereon deriving title under them shall at all times hereafter observe the restrictions and negative covenants set forth in the **FIFTH SCHEDULE** hereunder written and pay all the liabilities set forth in the **FOURTH SCHEDULE** hereunder written. It is made clear that the Said Residential Space or every part thereof shall be held by the Purchasers abovenamed, subject to the said various terms, conditions mentioned in the **FOURTH SCHEDULE** hereunder written and the negative covenants and restrictions mentioned in the **FIFTH SCHEDULE** hereunder written.

2. The Purchasers shall have every right to use vacant space/ Common passage on the ground floor for free ingress and egress through the same to their respective Residential Space/s and the Land Owner as well as the Developer/Confirming Party shall not create any obstruction for such thoroughfare.

3. The Purchasers shall permit the Developer and its surveyors or agents with or without workmen and others at all reasonable hours, to enter into and upon the Said Residential Space or every part thereof for the purpose of repairing, making, reinstating, rebuilding, cleaning, lighting, laying and keeping in order and good conditions the sewers,

drains, pipes, cables, water courses, wires, detectors, structures or other conveniences belonging to or serving or used at the said building.

4. The Purchasers shall keep the Said Residential Space in good substantial repair and condition to support and protect other spaces and parts of the said building as they now enjoy.

5. The Purchasers shall keep all sewers, drains, pipes, passages, stairs, entrances etc. serving the Said Residential Space in good condition.

6. The Purchasers herein shall regularly and punctually pay the municipal and/or statutory rates, taxes, impositions and outgoings as may hereafter become payable or be imposed on account and in respect of the Said Residential Space or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written;

7. Save the Said Residential Space or every part thereof, which is more fully and particularly described in the **SECOND SCHEDULE**, the Purchasers shall have no right nor shall claim any demand whatsoever or howsoever over and in respect of the other space/s constructed area/s or **Parking Space/s** comprised in the **SAID PREMISES** which are more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

8. On immediate registration of these presents the said Purchasers shall be entitled to mutate her name with the records of Rajpur-Sonarpur Municipality with regards to the said Residential Space or every part thereof, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

9. After obtaining Mutation Certificate the Said Purchasers shall remain bound to pay promptly all Municipal and/or Statutory rates, taxes, levies, outgoings and other impositions with the appropriate authority/authorities regularly in respect of the Said Residential Space every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

10. The Purchasers shall remain bound to pay all monthly maintenance charges without claiming any abatement that they are not using the same in respect of the all-common parts, portions, areas, facilities, installations and amenities as are available in the **SAID PREMISES** which more fully and particularly described in the **THIRD SCHEDULE** hereunder written attributable to the Said Residential Space on regular basis.

11. The Said Purchasers on the immediate signing of these presents, shall be deemed to be the Purchasers of the Said Residential Space or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

12. The Said Purchasers shall not use the Said Residential Space or any part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written for any immoral, illegal, unfair trade or business and/or for any other purposes.

13. The said Purchasers shall use the Said Residential Space or any every part thereof for the exclusively residential purpose only.

14. The Purchasers on the immediate signing of these presents shall not raise any claims and/or objections regarding the quality of materials used and/or fitted in the Said Residential Space or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

15. The Purchasers hereby warrant that they shall be exclusively restrained from selling, transferring and conveying any common parts, portions, areas, rights, facilities, amenities and installations or any part thereof as more fully and particularly described in the **THIRD SCHEDULE** hereunder written in any manner which is strictly not transferable to others.

LAND OWNER AND DEVELOPER'S ACKNOWLEDGEMENTS, COVENANTS, WARRANTIES AND ASSURANCES:

The **SAID LANDOWNER/VENDOR** and **DEVELOPER/CONFIRMING PARTY** hereby agrees, undertake, warrants, representations and covenants with the **PURCHASERS** as follows: -

1. The said Landowner/Vendor as well as Developer hereby conjointly warrants with the Purchasers herein that the Developer is the sole and absolute lawful owner of the Said Residential Space which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

2. The said Landowner/Vendor has received from the Purchasers herein the entire lawful agreed consideration an amount of Rs. _____/- (Rupees _____) and upon receiving the same the Landowner/Vendor hereby sold, conveyed and transferred **ALL THAT** piece and parcel of 1 (One) self-contained Residential Space or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written unto and in favour of the Purchasers herein.

3. The Said Landowner/Vendor and Developer/Confirming Party doth hereby also represent that the Said Residential Space or every part thereof is free from all encumbrances, hindrances, charges, liens, lis-pendens, mortgages or any other impediments whatsoever or howsoever from any corner or in any manner.

4. The Said Landowner/Vendor and Developer/Confirming Party both hereby covenant with the Purchasers herein that neither the Said Vendor and Developer/Confirming Party has taken any loan from any bank(s), the person(s) and any other financial institution(s) and nor they have deposited the original title deed of the same with any Bank(s), Financial Institution(s) or person(s) in respect of the Said Residential Space or any part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

5. The Said Landowner/Vendor and Developer/Confirming Party hereby further represent that no such previous agreement for sale, lease agreement, sub-lease agreement or Deed of Conveyance has been executed unto and in favour of others in respect of the Said Residential Space or any part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

6. The Said Landowner/Vendor and Developer/Confirming Party both on the immediate signing of these presents shall handover the peaceful vacant Khas possession of the Said Residential Space or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written hereunto the said Purchaser.

7. The Developer hereby does not make any guarantee and/or assurances to the Purchasers herein about the supply of any particular quality and quantity of Water to the aforementioned building standing thereon, whatever water supply is given by Rajpur Sonarpur Municipality shall be supplied to the Building (Underground Boring Water).

8. The said Developer hereby warrants that the quality of materials used in making and/or decorating the said Residential Space as per the **SPECIFICATIONS** mentioned herein below.

9. The Developer shall provide the Possession Letter and other related documents to the Purchasers after execution of this deed of conveyance.

10. The Said Landowner/Vendor and Developer/Confirming Party both shall provide necessary assistance as and when required to the Purchasers herein for obtaining a separate new Electric Meter Connection in their names.

11. The Developer hereby covenants with the Purchasers herein that the maintenance chargeable area referred above shall mean and include a proportionate share of common passage, space, stair-case, landings (machine room, pump room, electric room if any), water tanks, and reservoir, main lobby, on the ground floor, common paths which are allotted for the occupants of the building standing thereon.

THE FIRST SCHEDULE DESCRIPTION OF THE SAID PREMISES

ALL THAT piece and parcel of Bastu Land measuring about 13 Decimal equivalent to 8 Cottahs 20 Sq. Ft. more or less, whereupon newly constructed Ground Plus Four storied building has been constructed vide building sanctioned plan no. 333/CB/26/39 dated 19th March 2020 which is lying and situated at Mouza- Elachi, under R.S. Dag No. 397, L.R. Dag No.527, appertaining to R.S. Khatian No. 619 and L.R. Khatian No.2919, J.L. No. 70, Pargana- Magura, R.S. No. 223, Touzi No.100, being Municipal Holding No. 768, S.N. Ghosh Avenue, Assessee No. 1104302163079, Police Station- Sonarpur, Post Office- Narendrapur, Kolkata-700103, presently within the limit of Ward No. 26, Rajpur Sonarpur

Municipality, within the jurisdiction of Additional District Sub-Registrar at Sonarpur, South 24 Parganas, in the state of West Bengal, which is butted and bounded as follows.

ON THE NORTH: By 8Ft Wide Common Passage.

ON THE SOUTH: By Part of R.S. Dag No. 397.

ON THE EAST: By S.N. Ghosh Avenue.

ON THE WEST: By Part of R.S. Dag No. 397.

**THE SECOND SCHEDULE
DESCRIPTION OF THE SAID RESIDENTIAL FLAT**

ALL THAT piece and parcel of Tiles Flooring Residential space being No. _____, having Carpet Area of _____ Sq. Ft and Maintenance Chargeable Area of _____ Sq. Ft more or less consisting of Bed Rooms Dining cum Living, Kitchen, Toilet, Balcony, situated at the _____ side of the Fourth Floor of the building namely “NEELISHA” along with all fittings and fixtures attributable thereto, which has been built according to the **Specifications** mentioned herein below **ALONG WITH** undivided proportionate share of rights, titles and interests in all common areas, parts, portions, facilities, amenities and installations as are available in the said Premises lying and situated at Municipal Holding No. 768, S.N. Ghosh Avenue, Assessee No. 1104302163079, Police Station- Sonarpur, Post Office-Narendrapur, Kolkata-700103, presently within the limit of Ward No. 26, Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar at Sonarpur, South 24 Parganas, in the state of West Bengal which is duly delineated and/or earmarked in the sketch plan and/or maps annexed hereto and bordered by “**RED**” ink. having **LIFT PROVISION**.

THE THIRD SCHEDULE

**DESCRIPTION OF COMMON PARTS, PORTIONS, AREAS, FACILITIES,
AMENITIES, AND INSTALLATIONS**

The following are the Common parts, portions, areas, facilities, amenities, and installations mentioned in these presents shall include:

1. Electric wiring and fittings and fixtures for lighting the common passage in the building.
2. Electric Meter of WBSEDL.
3. Stair case of the building up to the roof and stair case landing including the roof of the top floor.
4. Generator for common services and Basic service for individual flats.

5. Lift Facilities.
6. Community Hall.
7. Common passage and Common land.
8. Septic Chamber, its fittings and sewerage.
9. Overhead common water tank, Motor Pump for lifting water with pipe fittings, and distribution pipes.
10. Electric wiring fittings in common places and Common Electric Meter Space.
11. Drains, sewer pipes, rainwater pipes from the roof and floors, bathrooms, privies and all equipment for common use.
12. Boundary walls and Main gate.
13. Roof on the Top floor
14. Watchman Room
15. Such other common parts, areas, equipment, installation, fixtures, fittings and spaces in or about the said building as are necessary for the passage to or user and occupancy of the flats in common and as are specified expressly to be the common parts after construction of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(Description of Common Costs and Expenses)**

1. Maintenance @ Rs.2/- per sq. ft. over the maintenance chargeable area per month.
2. All costs of maintenance, operating, replacing repairing white/color washing, painting, decorating, redecorating, rebuilding, reconstructing, and lighting the common portions and the common areas of the said building including the outer walls.
3. The salary of all persons employed for common purposes including durwans, security personnel, sweepers, plumbers, electricians, etc.
4. Insurance premium for insuring the building, if any.
5. All charges and deposits for supplies of common utilities to the building and/or the premises.

6. All statutory rates and taxes of The Rajpur Sonarpur Municipality, Multi-storied Building Tax. Water Tax and other levies in respect of the land and the said building save those separately assessed on the Purchasers Residential Space.
7. Cost of formation and operation of the Association of the Flat Owners.
8. Cost of running, maintaining, repairing and replacing the transformers if any, pumps and other common installations including the license fees, taxes and other levies, if any
9. Cost of running, maintaining repairing the Generator if any, separately installed for common use of the flat owners in the building.
10. Electricity charges for the electrical energy consumed for the operation of the common services.
11. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

All other taxes, expenses, rates and other levies etc. as may be necessary or incidental or liable to be paid by the Flat Owners in common including such amount as may be fixed for creating a fund for replacement, renovation, painting and/or repairing (periodically) of the common portions.

FIFTH SCHEDULE ABOVE REFERRED TO :-

PART-I

**(LIMITED AND CONDITIONAL RIGHTS, EASEMENT, QUASI-EASEMENT
AND APPURTENANCE OF THE PURCHASER)**

- a. The under-mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Holding Organization.
- b. The right in common with the Purchasers and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the Ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
- c. The right of passage in common with the Purchasers and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Unit) of the other part or parts of the Block through pipes, drains, wires, conduits lying or being under through or over the Said Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
- d. The right of protection for other portions or portions of the Block by all parts of the Said Unit as far as they now protect the same or as may otherwise become vested in the Purchasers by means of structural alterations to the Said Unit or otherwise in any manner to

lessen or diminish the support at present enjoyed by other part or parts of the Block.

e. The right for the Holding Organization and/or occupier or occupiers of other part or parts of the Building for ingress and egress to and from such other Part or parts of the Building, the front entrance staircase, electrical installation open and covered space and other common passages or paths of the Building. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Unit to repair so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, firefighting equipment as aforesaid.

PART-II

(RIGHTS, EASEMENT QUASI-EASEMENTS AND APPURTENANCES RESERVE FOR ALL THE OWNERS OF THE FLATS/UNITS)

a. The Purchasers and the other co-owners shall allow each other, the Developer and the Association provide the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Purchasers shall also be entitled to the same:

b. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions;

c. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through every part of the said Building;

d. **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions subject to the terms and conditions herein contained.

e. **Right of Entry:** The right, with or without workmen and necessary materials, to enter upon the Said Building including the Said Flat And Appurtenances or any other Unit for the purpose of repairing any of the Common Portions or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty-eight) hours prior notice in writing to the persons affected thereby.

f. **Access to Common Roof:** Right of access to the Common Roof.

g. **Right over Specified Facilities:** Right of use and enjoyment of the Specified Facilities.

PART-III

(DESCRIPTION OF THE SAID PURCHASER'S COVENANTS)

In connection with the use and enjoyment of the SAID RESIDENTIAL SPACE the **PURCHASERS** shall be obliged:

a. Not to throw dirt, rubbish, or other refuse or permit the same to be thrown or accumulated in the **SAID RESIDENTIAL SPACE** or any part thereof or in the compound

or any portion of the building except in the spaces of garbage to be provided in the ground floor of the **SAID BUILDING** standing thereon.

b. Not to store or bring and allow to be stored and brought in the **SAID RESIDENTIAL SPACE** any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Said Building or any portion of any fitting or fixtures thereof including windows, doors, floors etc. in any manner.

c. Not to hang from the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.

d. Not to fix or install air-condition(s) in the **SAID RESIDENTIAL SPACE** save and except at places which have been specified in the **SAID RESIDENTIAL SPACE** for such installation.

e. Not to do or cause anything to do in or around the **SAID RESIDENTIAL SPACE** which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the **SAID RESIDENTIAL SPACE** or adjacent to the said spaces or any manner interfere with the use and right and enjoyment thereof or any open passage or amenities available for common use.

f. Not to damage or demolish or cause to be damaged or demolished the **SAID RESIDENTIAL SPACE** or any part thereof at any time.

g. Not to install grills the design of which has not been suggested or approved by the Architect.

h. Not to do or permit to be done any act or thing which may render void and insurance in respect of the **SAID RESIDENTIAL SPACE** or any part of the said building if the building is insured.

i. Not to make structural additions and/or alterations such as means, columns, partition walls, etc., or improvements of any nature.

j. Not to use the **SAID RESIDENTIAL SPACE** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building.

k. To abide by such building rules as may be made applicable by the Developer before the formation of the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building rules and regulations of such Holding Organization.

MEMO OF CONSIDERATION

Received sum of Rs. _____/- (Rupees _____) from the purchasers to sell convey and transfer the entire second schedule mentioned property.

DATE	CHEQUE NO./NEFT	DRAWN ON	Amount
TOTAL: Rs. _____/- (Rupees _____ Only)			

WITNESSES:

1.

2.

SIGNATURE OF LANDOWNER/VENDOR

IN WITNESS WHEREOF, THE PARTIES HERETO PUT THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED by
within named Landowner/Vendor,
Developer and Purchasers in the presence of
Witnesses at Kolkata.

SIGNATURE OF THE VENDOR

1.

2.

SIGNATURE OF THE DEVELOPER

**DRAFTED BY ME AS PER
INSTRUCTION AND DOCUMENTS
PROVIDED BY THE CLIENT**

SIGNATURE OF THE PURCHASERS