

DEED OF CONVEYANCE

THIS INDENTURE made this day of _____ Two Thousand
and **Twenty-four (2024)**

BY AND BETWEEN

(1) **SRI SOHAM DASGUPTA, (PAN – AEJPD3498Q), (Aadhaar No. 7964 7428 1213)**, son of Late Pijush Dasgupta, by Occupation – Business and (2) **SMT. NUPUR DASGUPTA, (PAN – ADSPD1489M), (Aadhaar No. 2035 5967 4504)**, wife of Sri Soham Dasgupta, by Occupation – Teacher, both by Faith - Hindu, by Nationality – Indian, both are residing at 75, Hindustan Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata – 700 029, District : South 24-Parganas, hereinafter jointly called and referred to as the **“OWNERS/VENDORS”** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include their legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successor/ successors) of the **FIRST PART**. The **VENDORS** are hereby represented by their lawful Constituted Attorney namely **SRI SUDIP KUMAR MANDAL, (PAN – AKNPM2537P), (Aadhaar No. 2225 3389 8869)**, son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, being the sole Proprietor of a Proprietorship-Firm namely **“BINAYAK GROUPS”, (PAN – AKNPM2537P)**, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, by virtue of a registered Development Agreement along with Developer Power of Attorney dated 07.12.2017, registered at D.S.R. - V, Alipore, South 24-Parganas and recorded into Book No.1, Volume No. 1630-2017, Pages from 112396 to 112421, Deed No. 163003647 for the year 2017

A N D

(1) _____, (PAN – _____), (Aadhaar No. _____), son of _____, by Faith – _____, both by Occupation – _____, by Nationality – Indian, residing at _____, Post Office - _____, Police Station - _____, District – _____, Pin – _____, State - _____ and (2) _____, (PAN – _____), (Aadhaar No. _____), son of _____, by Faith – _____, both by Occupation – _____, by Nationality – Indian, residing at _____, Post Office - _____, Police Station - _____, District – _____, Pin – _____, State - _____, hereinafter jointly called and referred to as the **“PURCHASERS/ALLOTTEES”** (which expression shall unless excluded by or

repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, representatives, successors and assigns) of the **SECOND PART**

A N D

“BINAYAK GROUPS”, (PAN – **AKNPM2537P**), a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL**, (PAN – **AKNPM2537P**), (**Aadhaar No. 2225 3389 8869**), son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, hereinafter called and referred to as the **“PROMOTER/DEVELOPER/CONFIRMING PARTY”** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **THIRD PART**.

WHEREAS the Party of the **THIRD PART** is running Proprietorship business by a firm under the Trade Name of **“BINAYAK GROUPS”** with the purpose of developing housing projects by way of construction of residential flats/flat and/or Car Parking Space and/or Shop and/or Office Space and sale thereof to the intending buyers at the price for consideration.

AND WHEREAS the property which has been mentioned in the **SCHEDULE – A** below and also other land and property were under the full ownership of one Naba Kishore Mondal, Raj Kishore Mondal and Kumud Krishna Mondal of Bawali, within the then District 24 Parganas, at present District – South 24 Parganas and subsequently a Partition Suit was instituted in the Court of Ld. 3rd Sub-Judge, Alipore vide Partitioned Suit No.16 for the year 1941 among the co-sharers and the said suit was ended and decreed and it was finally published on 4th June, 1971.

AND WHEREAS as per the said final decree of the Partition Suit and Partition Plan one Pratul Chandra Mondal, since deceased became the Owner of a big Plot of land measuring an area of 91 (Ninety one) Bighas 10 (Ten) Cottahs and the name of said Pratul

Chandra Mondal thereafter finally published and recorded as R.T. at the time of Revisional Settlement Operation.

AND WHEREAS the said Pratul Chandra Mondal died intestate on 02.12.1956 leaving behind him the following legal heirs i) Smt. Labonnya Prava Mondal, wife, ii) Sri Malay Kumar Mondal, son and iii) Sri Swapan Kumar Mondal, son who inherited the entire property left by said Pratul Chandra Mondal as per Hindu Succession Act, 1956.

AND WHEREAS accordingly said Sri Maloy Kumar Mondal, Sri Swapan Kumar Mondal and Smt. Labonya Prova Mondal became the owners of 91 (Ninety one) Bighas 10 (Ten) Cottahs land each having 30½ Bighas of demarcated land from the said Partition Suit as well as Partition Plan as the legal heirs of deceased Pratul Chandra Mondal.

AND WHEREAS after obtaining the aforesaid plot of land said Sri Maloy Kumar Mondal by virtue of a registered Deed of Sale dated 08.10.1975, registered in the office of Sub-Registrar of Alipore at Alipore and entered into Book No.1, Volume No. 128, at Pages 226 to 234, Deed No.5305 for the year 1975 sold, transferred and conveyed his demarcated land and property measuring an area of 10 (Ten) Bighas 10 (Ten) Cottahs out of his total land comprising in C.S. Dag No. 102, R.S. Dag No.191, under C.S. Khatian No. 6, R.S. Khatian No. 145, measuring land area of 4 (Four) Bighas 1 (One) Cottah and in C.S. Dag No. 113, R.S. Dag No.192, under C.S. Khatian No. 6, R.S. Khatian No. 146, measuring land area of 6 (Six) Bighas 9 (Nine) Cottahs totaling land area 10 (Ten) Bighas 10 (Ten) Cottahs, situated in Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana – Khaspur, in favour of one Sri Kanti Ranjan Chakraborty, son of Late Nalini Mohan Chakraborty and Sri Gopal Dey, since deceased, son of Late Rasik Chandra Dey, both of West Rajapur, Police Station – Jadavpur, Kolkata – 700 032.

AND WHEREAS thereafter the said Sri Kanti Ranjan Chakraborty and Sri Gopal Dey, since deceased fragmented the said land into several small plots of land and thereafter sold different plots of land out of his entire purchased land.

AND WHEREAS the said Gopal Dey alias Gopal Chandra Dey died intestate leaving behind him the following legal heirs i) Smt. Asha Rani Dey, wife, ii) Smt. Krishna Dutta, Daughter, iii) Smt. Aparna Roy, Daughter, iv) Smt. Mita Sarkar, Daughter, v) Sri Debabrata Dey, son, vi) Sri Satyabrata Dey, son and vii) Sri Subrata Dey, son who inherited

the entire property left by said Gopal Dey alias Gopal Chandra Dey as per Hindu Succession Act, 1956.

AND WHEREAS thereafter the said Sri Kanti Ranjan Chakraborty and legal heirs of Gopal Dey alias Gopal Chandra Dey, since deceased entered into an Agreement for Sale dated 22.01.1998 with one (1) Sri Motilal Mondal, son of Sri Lal Mohan Mondal of 7/1, Netainagar, Green Park, P.S. Purba Jadavpur, Kolkata – 700099, (2) Smt. Kalpana Das, wife of Sri Gopal Das of 6/A/41, Mukundapur, P.S. Purba Jadavpur, Kolkata - 700099 and (3) Sri Niranjana Halder alias Bablu Halder, son of Sri Gopal Chandra Halder of 155, Garfa School Lane, P.S. Kasba, Kolkata – 700075 to sell their remaining land and property as mentioned above in favour of intending purchasers by developing the land filling earth thereon.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 07.10.2005, registered in the office of District Sub-Registrar - III, Alipore, South 24-Parganas and entered into Book No.1, Volume No.13, at Pages 6049 to 6073, Deed No.5994 for the year 2005 the present **VENDORS** herein namely **SRI SOHAM DASGUPTA** and **SMT. NUPUR DASGUPTA** purchased a plot of land measuring an area of 5 (Five) Cottahs 5 (Five) Chittacks 27 (Twenty Seven) Sq.ft. more or less situated in Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana – Khaspur, comprising in R.S. Dag No.191 (Part), under R.S. Khatian No. 145, corresponding to C.S. Dag No. 102, under C.S. Khatian No. 6, under K.M.C. ward No.109 for a valuable consideration from the said Sri Kanti Ranjan Chakraborty and Smt. Asha Rani Dey and six others, the legal heirs of deceased Gopal Dey alias Gopal Chandra Dey and in the said Deed of Conveyance dated 07.10.2005 said Sri Motilal Mondal and two others joined as a Confirming Party.

AND WHEREAS after purchase the present **OWNERS/VENDORS** herein namely **SRI SOHAM DASGUPTA** and **SMT. NUPUR DASGUPTA** jointly mutated their names in the record of The Kolkata Municipal Corporation known and numbered as K.M.C. Premises No.3552, Nayabad, being Assessee No. 31-109-08-7222-2, within K.M.C. Ward No.109, under formerly P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata – 700 099, District – South 24-Parganas.

AND WHEREAS thereafter the present **OWNERS/VENDORS** herein namely **SRI SOHAM DASGUPTA** and **SMT. NUPUR DASGUPTA** mutated their names in the

record of Learned B.L. and L.R.O. in respect of their aforesaid purchased plot of land measuring total land area of 5 (Five) Cottahs 5 (Five) Chittacks 27 (Twenty Seven) Sq.ft. more or less and their names have been published in the L.R. Record of Right comprising in L.R. Dag No. 191, under L.R. Khatian Nos. 1662 & 1663 in the name of the **OWNERS No. 1 & 2** respectively under Block Land and Land Reforms Officer, Kolkata South 24-Parganas.

AND WHEREAS now the present **OWNERS** herein are the absolute joint recorded owners of the said land measuring an area of 5 (Five) Cottahs 5 (Five) Chittacks 27 (Twenty Seven) Sq.ft. more or less situated at Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana – Khaspur, comprising in R.S. & L.R. Dag No.191 (Part), under R.S. Khatian No. 145, L.R. Khatian Nos. 1662 & 1663, corresponding to C.S. Dag No. 102, under C.S. Khatian No. 6, within presently Police Station : Panchasayar, (formerly P.S. Purba Jadavpur) and at present within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No.3552, Nayabad, Assessee No. 31-109-08-7222-2, Kolkata – 700 099, District – South 24-Parganas as described in the **SCHEDULE – A** below and they have been enjoying their said land and property without any interruption and hindrances by anybody else by paying necessary K.M.C. Taxes to The Kolkata Municipal Corporation.

AND WHEREAS the **OWNERS** being very much desirous to construct a Ground plus Four storied building on their said land as per aforesaid sanction Building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office – XII and as they have no such fund approached the Party of **THIRD Part** i.e. the **DEVELOPER** herein to make construction of a new Ground plus Four storied building as per sanction building plan as well as annexed specification marked with Letter – ‘X’, the **OWNERS** have entered into a registered Development Agreement dated 07.12.2017, registered at D.S.R. - V, Alipore, South 24-Parganas and recorded into Book No.1, Volume No. 1630-2017, Pages from 112335 to 112370, Deed No. 163003644 for the year 2017 with the **DEVELOPER**, the Party of the **THIRD PART** herein and as the **DEVELOPER**, party of the **THIRD PART** herein namely “**BINAYAK GROUPS**” is developing as well as promoting the entire premises as described in the **SCHEDULE – ‘A’** below and in the said registered Development Agreement the entire Developer’s Allocation and also the entire Owner’s Allocation have been properly described and the **DEVELOPER** has also taken separate

registered Developer Power of Attorney dated 07.12.2017, registered at D.S.R. - V, Alipore, South 24-Parganas and recorded into Book No.1, Volume No. 1630-2017, Pages from 112396 to 112421, Deed No. 163003647 for the year 2017, against the above mentioned Premises from the **OWNERS/VENDORS** and now the **DEVELOPER** is developing the entire premises and erecting the building thereon as per aforesaid sanctioned building plan as well as the specification as annexed herein below.

AND WHEREAS subsequently the **DEVELOPER** has applied before the K.M.C. to sanction the building plan and a Ground plus Four storied building plan with Lift facility which has now been approved by K.M.C. vide sanctioned building Permit No. 2022120542 dated 06.03.2023 and now the **DEVELOPER** has developed as well as promoted the entire premises as described in the **SCHEDULE – ‘A’** below as per aforesaid sanctioned building plan.

AND WHEREAS the West Bengal Government introduced the **new Promoter and Builder Law** as per The West Bengal Real Estate (Regulation and Development) Act, 2016 and also The West Bengal Real Estate (Regulation and Development) Rules, 2021. The **DEVELOPER** has now taken the registration of this project under this Act and Building Rules vide Registration No. _____ dated _____ and the **DEVELOPER** has also taken registration of GST. As per said Act the registration of the flat shall be done on Carpet area which has been described in this deed accordingly.

AND WHEREAS the Flat and Car Parking Space as mentioned in the **SCHEDULE - B** below are of Developer's allocated portion and the **DEVELOPER** has received the entire sale proceeds i.e. consideration amount from the intending Purchaser herein.

AND WHEREAS during construction of the building the **PROMOTER/DEVELOPER** declared to sell the flats etc. with habitable use of the **DEVELOPER'S ALLOCATION** and the **PURCHASER** herein knowing the same and also after satisfaction of the title of the property agreed to purchase one residential **Apartment/Flat/Unit No. ___ having carpet area of ___ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area ___ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of ___ Square Feet** corresponding to total built up area of unit ___ **Square Feet** and corresponding to total **Super built up/Saleable**

area of _____ **Square Feet more or less** on the _____ **Floor**, _____ **side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. __** on the **Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less on satisfaction of the **PURCHASER** regarding the specification of the flat and its area and also right to use all common service area and other facilities and also right to use the common portions, space and right of common use of the common passage, staircase, landings etc. as well as roof for the service purpose and the other necessary easement rights as described in the **SCHEDULE "C"** hereunder written and undivided proportionate share of land as described in the **SCHEDULE "A"** below.

AND WHEREAS both the **VENDORS** and the **PROMOTER/DEVELOPER** agreed to sell and convey the said **Flat No. __** and the **PURCHASER** agrees to purchase the said **Flat No. __** situated on the _____ **Floor**, _____ **side** of the building togetherwith **one Car parking Space No. __** on **Ground Floor** of the said building as described in the **SCHEDULE "B"** below togetherwith undivided proportionate share of land as described in the **SCHEDULE "A"** below and also right to use all common rights and facilities as described in the **SCHEDULE "C"** for a total consideration price of **Rs. _____ /- (Rupees _____)** **only** free from all encumbrances, liabilities, whatsoever, which is under **PROMOTER/DEVELOPER /CONFIRMING PARTY'S Allocation**.

AND WHEREAS the **PROMOTER/DEVELOPER** entered into an Agreement for Sale dated _____ , with the **PURCHASER** and the **DEVELOPER** has agreed to sell the **PURCHASER** the said **Apartment/Flat/Unit No. __** **having carpet area of _____ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area _____ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of _____ Square Feet** corresponding to total built up area of unit _____ **Square Feet** and corresponding to total **Super built up/Saleable area of _____ Square Feet more or less** on the _____ **Floor**, _____ **side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. __** on the **Ground Floor** of the said building measuring an

area of **120 (One hundred and Twenty) Sq.ft.** more or less and the **PROMOTER/DEVELOPER** herein has agreed to sell the **PURCHASER ALL THAT** said **Flat No. ____** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building as described in the **SCHEDULE “B”** hereunder written right to use all common rights and common services as described in the **SCHEDULE “C”** below and undivided proportionate share of land morefully as described in the **SCHEDULE “A”** and the said flat alongwith the balcony of the building has been built up in accordance with the said sanctioned residential building plan and discuss to acquire and possess the said flat togetherwith one Car Parking Space of **Rs. _____ /- (Rupees _____) only** for a total consideration towards the proportionate cost of land and cost of construction of the said flat togetherwith Car Parking Space and the entire cost of the said flat togetherwith Car Parking Space have been taken only by the **PROMOTER/DEVELOPER** as the said flat and Car Parking Space is of Developer’s Allocation.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale dated _____ , in consideration of the said sum of **Rs. _____ /- (Rupees _____) only** of which the entire consideration of **Rs. _____ /- (Rupees _____) only** paid by the **PURCHASER** to the **CONFIRMING PARTY/DEVELOPER** on or before execution of this Deed only on different dates as described in the Memo of Consideration of which receipts have been issued totalling **Rs. _____ /- (Rupees _____) only** and the receipt whereof the **PROMOTER/DEVELOPER** hereby acknowledges and admits and/or for the same and every part thereof both truly acquit release and forever discharge the **PURCHASER** of all his liabilities thereof and it is noted that the entire consideration money of **Rs. _____ /- (Rupees _____) only** against the said flat and Car Parking have been received by the **DEVELOPER/ CONFIRMING PARTY** and both the **VENDORS** and the **CONFIRMING PARTY/DEVELOPER** as beneficial owners and party respectively do hereby grant, convey, transfer, assigns, assure unto the said **PURCHASER** free from all encumbrances **ALL THAT** the undivided proportionate

share of interest in the said land morefully and more particularly described in the **SCHEDULE “A”** hereunder written together with a complete **Apartment/Flat/Unit No. ____ having carpet area of ____ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area ____ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of ____ Square Feet** corresponding to total built up area of unit ____ **Square Feet** and corresponding to total **Super built up/Saleable area of ____ Square Feet more or less** on the _____ **Floor, _____ side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. __** on the **Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less as described in the **SCHEDULE “B”** below and undivided proportionate share of land as mentioned in the **SCHEDULE “A”** hereunder written constructed at the cost and expenses of the **PURCHASER TO HAVE AND TO HOLD** the said Flat togetherwith right to use the undivided share of land, staircases, common-land, roof of the building, water supply lines and other common paths and drains and sewerages, equipments and installation and fixture and passages and stair appertaining to the said building situated at **K.M.C. Premises No. 3552, Nayabad, within Ward No. 109**, under presently Police Station : Panchasayar, (formerly P.S. Purba Jadavpur), Kolkata – 700 099, District – South 24-Parganas, as mentioned in the **SCHEDULE “B” AND “C”** hereunder written herein comprised and hereby granted conveyed, transferred, assigned and assured and every part or parts thereof respectively together with there and every or their respective rights and appurtenance whatsoever unto the said **PURCHASER** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER** with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said complete **Flat No. ____** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building and right to use all common rights and proportionate land share as morefully described in the **SCHEDULE “B” AND “C”** hereunder written.

AND IT IS HEREBY AGREED AMONG THE OWNERS/VENDORS, PROMOTER/DEVELOPER /CONFIRMING PARTY AND THE PURCHASER :-

1. The **PURCHASER** shall be entitled to all rights, privilege vertical and lateral supports easements quasi easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said **Flat No. ____** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building for usually hold used occupied or enjoyed or reputed so to be or known as part and parcel thereof or appertaining thereto.
2. The **PURCHASER** shall be entitled to the right of access in common with the **OWNERS/VENDORS** and/or other occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the said building.
3. The **PURCHASER** and her agents and nominees shall also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said **Flat No. ____** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building pathways comprised with the said building and Premises or passages and that nothing therein contained the **VENDORS/PROMOTER/DEVELOPER** shall permit the **PURCHASER** or any person deriving title under the purchase but the **PURCHASER** or her servants nominees, employees invitees shall not obstruct the common portion of the building in any way by parking vehicles, deposit of materials, rubbish or otherwise to any other flat owners of the building or holding including the **VENDOR**.
4. The **PURCHASER** shall have the right of protection of the said flat to be kept safe and perfect of all portions of the said **Flat No. ____** situated on the _____ **Floor, _____ side** of the building including the entire premises.
5. The **PURCHASER** shall also be entitled to the right of passage in common as aforesaid of taking, gas, electricity water to the said flat through

pipes drains, wires and common spaces lying or being under or through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said flat for the purpose whatsoever.

6. The **PURCHASER** shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such as pipes, drains and common spaces aforesaid and for the purpose of building repair or cleaning part or part of the said **Flat No. ____** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building.

THE OWNERS/VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-

1. That the **VENDORS** have the absolute authority of the land and so the **VENDORS** have good rightful power and absolute authorities to grant, convey, transfer, assign and assure the undivided proportionate share of land pertaining to the said **Flat No. ____** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building and also together with right to use common stair-case and other common portions/parts and open spaces, paths and passages in the said building.
2. It shall be lawful for the **PURCHASER** from time to time and at all times hereafter to enter into and upon hold and enjoy the said **Apartment/Flat/Unit No. ____ having carpet area of ____ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area **____ Square Feet** excluded from total carpet area) aggregating to **net carpet area of ____ Square Feet** corresponding to total built up area of unit **____ Square Feet** and corresponding to total **Super built up/Saleable area of _____ Square Feet more or less** on the _____ **Floor, _____ side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah

together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. __** on the **Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less and right of use all common open places and other services of the building with stair cases and other common parts and passages in the said building and every part thereof morefully described in the **SCHEDULE “B” AND “C”** hereunder written and to receive the rents, issues and profits thereof and have full power, right and authority to sell, transfer, mortgage, lease, dispose of the said flat and balcony without any interruption disturbances claims or demands whatsoever from or by the **VENDORS** or **CONFIRMING PARTY** herein of any person or persons claiming through under or in the trust for them.

3. The said Flat on _____ **Floor**, _____ **side** being **Flat No. __** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever.
4. The **VENDORS** and the **CONFIRMING PARTY** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASER** makes do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said proportionate undivided share of land pertaining to the said **Flat No. __** situated on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building and also togetherwith common stair case and other common open parts and services, paths and passages respectively and every part thereof unto the **PURCHASERS** in manner aforesaid as shall or may be reasonably required **AND** that the **VENDORS** and/or **CONFIRMING PARTY** shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the **PURCHASER** produce or cause to be produced to the **PURCHASER** or to her attorney or agent at any trial, commission,

examination or otherwise occasion shall require any of the Deed or Deeds, Documents and writings which are in their possession or power relating to the said undivided proportionate share of land and the **CONFIRMING PARTY** shall deliver to the **PURCHASER** all the attested or other copies of extract and/or from the said deeds, documents and writings.

THE PURCHASER DO HEREBY COVENANT WITH THE OWNERS/ VENDORS AND THE DEVELOPER/CONFIRMING PARTY AS FOLLOWS:-

1. So long as the said **Flat No.** ____ situated on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No.** ____ on the **Ground Floor** of the said building along with all common rights and common expenses as described in the **SCHEDULE "B", "C" AND "D"** hereunder written shall not be separately assessed the said **PURCHASER** shall pay from the date of execution of the Deed of Conveyance and/or occupations taken by the **PURCHASER** whichever date is earlier, the proportionate share of Municipal taxes as per apportionment to the extent of the said flat to be made by the **VENDORS** and the **CONFIRMING PARTY** jointly and they also pay the building taxes to the State Government if any proportionately as apportioned by the said **VENDORS** only to the extent of the **PURCHASER'S** flat as mentioned in the **SCHEDULE-'B'** below.
2. The **PURCHASER** shall pay all taxes, rates impositions and other outgoings in respect of the said flat proportionately as may be imposed by the K.M.C. and/or the Central or State Government and shall also pay all such fees or charges or any other taxes or payment of similar nature.
3. The **PURCHASER** shall contribute and pay from time to time and at all times hereafter the proportionate share towards cost expenses, outgoings and maintenance in respect of the enjoyment of the common amenities and common expenses as specified by the Association of the flat owners of the Premises and the same shall be conclusive final and binding on the **PURCHASER** and other flat owners of the building.
4. The **PURCHASER** shall maintain the said **Flat No.** ____ situated on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)**

medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building at her own cost in the same good condition (reasonable wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the Government both central and State, the K.M.C. and/or any other Authorities and Local Bodies and also particulars to observe and maintain such rules, Bye-laws framed by Association of Flat Owners for the protection of the building.

5. The said **PURCHASER** doth hereby covenant to keep her said flat inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions and in good repair.
6. The said **PURCHASER** shall not make any such construction of structural alteration of any portion of the building causing any damages to other flats or causing obstruction to other owners of the flats of the building.
7. The said **PURCHASER** shall at her own costs and expenses fix up separate meter connection or meters in the said flat and balcony for electricity power connection to be consumed in the said flat by the **PURCHASER** and the **PURCHASER** shall pay all rates and taxes which may be imposed by the proper authority. The **PURCHASER** shall be entitled to make such interior construction and decoration for her necessities like racks, storage space, gas cylinder spaces, cooking racks etc., without causing any damages to the building.
8. The **PURCHASER** shall have full right and authority to sell, transfer, convey, mortgage, Gift, charges, lease or in any kind of encumber or deal, or dispose of her flat and Car Parking Space and/or her possession or to assign let out or part with this interest possession or benefit of her said **Flat No. ____** situated on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building or any part thereof provided the transferee shall agree in writing to observe and perform the covenants herein contained and rules and Bye-laws relating to the said building to be framed by the Association.

9. The **PURCHASER** shall have to carry out the necessary repair which may be pointed out by the Association to be formed as per W.B. Apartment Ownership Act, 1972 to extent of the said flat and balcony which will be applicable to the all the flat owners.
10. The **PURCHASER** shall not use nor caused to be used the said **Flat No.** ____ situated on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No.** ____ on the **Ground Floor** of the said building and or any part thereof in such manner which may likely to cause nuisance or annoyance to the occupants of other flats of the said building or to the owners or occupiers of adjoining or neighbouring properties nor shall use the same for any illegal or immoral purposes or as a restaurant, workshop and godown.
11. Save and except the said flat and Car Parking Space sold herein, the said **PURCHASER** shall have no claim or right of any nature or kind over or in respect of any other flat and he shall have right to use open spaces and lobbies, stair-case as well as for the purpose of services or the ultimate Fourth Floor roof of the building in common with other Flat owners morefully specified in the **SCHEDULE "C"** hereunder written.
12. The said **PURCHASER** shall not bring keep or store in or any part of the said flat inflammable combustible substance or articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.
13. The **PURCHASER** herein alongwith other Purchaser(s) of the Car Parking Space of the building shall use their individual Car Parking Space by mutual understanding at the time of egress and ingress of his individual Cars without raising objection or creating any hindrances to other Owners of the Car Parking Space on the Ground Floor of the building. The **PURCHASER** shall have no right title or interest in any other flat except Schedule – B flat and Car Parking Space and open land, if any of the said building excepting the using and holding right of the ultimate Fourth Floor roof along with his Co-Purchasers. The

PURCHASER hereby declares that he shall not raise any objection if the **DEVELOPER** and the **OWNERS/VENDORS** sell the unsold Car Parking Space/s and the Fourth Floor flat area along with the exclusive open terrace to any Third Party and/or if the Car Parking Spaces are not sold the same shall be used by the **DEVELOPER** at his will.

14. The **PURCHASER** shall have to pay the monthly maintenance and also the cost of the maintenance/repair of the lift time to time to be fixed up by the flat Owners or by the Association of the Flat Owners of the building to be formed later on and the **PURCHASER** shall have to abide by the decision of the Association.
15. The **PURCHASER** shall use the said flat and Car Parking Space as residential purpose only and keep the peace of the building without creating any nuisance or sound pollution.
16. That the save as the said flat and Car Parking Space and properties proportionate land herein morefully contained the **PURCHASER** shall have no right title or interest in any other flat and open land of the said building excepting the using right of the roof along with his Co-Purchasers. The **PURCHASER** hereby declares and confirms that he has already received the physical possession of the said flat and Car Parking Space from the **OWNERS/VENDORS** with full satisfaction as regards the super built-up area, title of the entire property and construction of the said building.
17. On and from the date of taking physical possession/registration/completion certificate obtained from KMC whichever is earlier the **PURCHASER/ SECOND PART** shall have to pay the necessary monthly maintenance charges of the building & also lift @Rs.1/- per Sq.ft. and proportionate taxes of his portion of the property. The **OWNERS/VENDORS** will be responsible for all types of taxes, duties and charges for the said flat as described in the **SCHEDULE – B** below upto the date of handing over of physical possession or registration/ completion certificate obtained from KMC whichever is earlier. The **PURCHASER** shall have to pay the said maintenance charges @Rs.1/- per Sq.ft. for the first 6 (Six) months at a time to the **DEVELOPER** at the time of taking over possession of the said flat and such deposit shall be treated as a security deposit and shall be transferred to the

Association upon its formation subject to all adjustment whatsoever and the **PURCHASER** hereby give his consent and upon formation of the Association the **PURCHASER** shall have to abide by the decision of the association.

AND FURTHER more that the **VENDORS** and the **CONFIRMING PARTY** and all their heirs executors and administrators representatives shall at all times hereinafter indemnify and keep indemnified the **PURCHASER** and his heirs and executors, administrators and assigns against loss, damages, costs, charges expenses, if it is suffered by reasons of any defect in the title of the **VENDORS** and the **CONFIRMING PARTY** or any breach of the covenants hereafter contained. Simultaneously, with the execution and registration of the conveyance of the said flat together with one Car Parking Space the **VENDORS** and the **DEVELOPER** shall hand over the **PURCHASER** the necessary Xerox copies of documents such as The Kolkata Municipal Corporation Tax Receipts, copy of the sanctioned building plan, copies of all other deeds etc. for perfection of the **PURCHASER'S** title.

THE SCHEDULE ABOVE REFERRED TO
SCHEDULE - 'A'

ALL THAT piece and parcel of presently 'homestead' land measuring net land area of **5 (Five) Cottahs 5 (Five) Chittacks 27 (Twenty Seven) Sq.ft. more or less** whereon a Ground plus Four storied building with Lift facility is standing erected under name and style "**BAKUL BINAYAK - III**" as per sanctioned building No. 2022120542 dated 06.03.2023 duly sanctioned by The Kolkata Municipal Corporation Borough Office – XII, situated at Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana – Khaspur, comprising in R.S. & L.R. Dag No.191 (Part), under R.S. Khatian No. 145, L.R. Khatian Nos. 1662 & 1663, corresponding to C.S. Dag No. 102, under C.S. Khatian No. 6, within presently Police Station : Panchasayar, (formerly P.S. Purba Jadavpur) and at present within the jurisdiction of The Kolkata Municipal Corporation **Ward No.109**, known and numbered as **K.M.C. Premises No.3552, Nayabad, having Assessee No. 31-109-08-7222-2, Kolkata – 700 099**, District – South 24-Parganas, Additional District Sub-Registration Office Sealdah, and the entire property is butted and bounded by:

ON THE NORTH : Land of Jadavpur Co-operative Plot No. A6/Part of R.S. Dag No.191;

<u>ON THE SOUTH</u>	:	Land of Jadavpur Co-operative Plot No. A12/Part of R.S. Dag No.191;
<u>ON THE EAST</u>	:	25'-0" wide K.M.C. Road;
<u>ON THE WEST</u>	:	Land of Jadavpur Co-operative Plot Nos. 188, 189, 190 & 191.

SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT piece and parcel of one residential **Apartment/Flat/Unit No. ____** having carpet area of ____ **Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area ____ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of ____ Square Feet** corresponding to total built up area of unit ____ **Square Feet** and corresponding to total **Super built up/Saleable area of ____ Square Feet more or less** on the _____ **Floor, _____ side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. __** on the **Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less at **"BAKUL BINAYAK - III"** and also together with proportionate undivided share of land measuring an area of **5 (Five) Cottahs 5 (Five) Chittacks 27 (Twenty Seven) Sq.ft. more or less** lying and situated at **Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana – Khaspur, comprising in R.S. & L.R. Dag No.191 (Part), under R.S. Khatian No. 145, L.R. Khatian Nos. 1662 & 1663, corresponding to C.S. Dag No. 102, under C.S. Khatian No. 6** and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **SCHEDULE 'E'** hereunder written and the proposed flat together with Car Parking Space is situated within presently Police Station - Panchasayar, (formerly P.S. Purba Jadavpur), within the jurisdiction of The Kolkata Municipal Corporation **Ward No.109, in K.M.C. Premises No. 3552, Nayabad, Kolkata – 700 099, District – South 24-Parganas, as described in the SCHEDULE "A" above and the sold Flat together with Car Parking Space is shown in the annexed Plan by Red border line.**

SCHEDULE - C ABOVE REFERRED TO
(COMMON RIGHTS AND SERVICES)

1. All stair-cases and stair landings on all the floors of the said building.

2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Roof, Mounted Room, if any, Parapet wall of the building are for the purpose of common services and right.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Common Electric meter space, electric meter board, Electricity service and electricity main line wirings and lighting.
8. Drainages and sewerages including man-hole, junction pits etc. and drive way.
9. Boundary walls, main gate and/or side gates if any.
10. Vacant space of the ground floor and Caretakers room and toilet, if any.
11. Lift and lift machine room of the building.
12. Such other common parts, areas, equipments and installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

SCHEDULE "D" OF THE PROPERTY ABOVE REFERRED
(COMMON EXPENSES TOWARDS PROPORTIONATE
AREA OF OWNERSHIP)

1. All cost of maintenance, operating, replacing, white-washing, painting, Lift repairing and lighting the common parts, roof and also the other parts of the said building.
2. All charges and deposit for supplies of common utilities, salary of the security guard, sweeper and other incidental cost.
3. The Kolkata Municipal Corporation taxes and other outgoings save those as are separately assessed on the respective unit.
4. Costs and charges of establishment for maintenance of the said building.
5. All litigation expenses for protecting the title of the said land and building.

IN WITNESS WHEREOF the parties have put their signature hereto the day, month and year first above written.

SIGNED, SEALS AND DELIVERED by the within the names **PARTIES** at Calcutta in the presence of :

1.

As Constituted lawful attorney of Sm. Jaya Bhattacharyya and Sri Bireswar Bhattacharyya, the Owners/Vendors herein.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE PROMOTER
DEVELOPER/CONFIRMING PARTY

MEMO OF CONSIDERATION

RECEIVED the sum of Rs. _____ /- (**Rupees** _____) only from the within mentioned **PURCHASERS** against the within mentioned Apartment/Flat/Unit No. _____ on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. _____** on the **Ground Floor** of the said building being Part of **K.M.C. Premises No. 1914, Nayabad, within Ward No. 109**, under P.S. Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, in the manner followings :-

Sl. No	Cheque No./Draft No.	Date	Name of the Bank & Branch	Amount (Rs.)

Total : _____
Rs. _____

(Rupees _____) only
WITNESSES :

1.

SIGNATURE OF THE PROMOTER
DEVELOPER/CONFIRMING PARTY

2.

DATED THIS DAY OF 2024

BETWEEN

1. SRI SOHAM DASGUPTA
2. SMT. NUPUR DASGUPTA

OWNERS/VENDORS

A N D

PURCHASER

A N D

BINAYAK GROUPS

PROMOTER/DEVELOPER/
CONFIRMING PARTY

DEED OF CONVEYANCE