

DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE IS MADE ON THIS THIS _____ DAY OF
_____, 2026.**

BETWEEN

M/s. AN REALTY

Nidhi Saha
Partner

AN REALTY (ACIFA9425D), a Partnership Firm, having its Registered Office at Premises No. 7, Durgacharan Banerjee Street, Post Office Hatkhola, Police Station Shyampukur, Kolkata 700005, represented by its Partners namely **1. SRI ANUPAM CHANDA, (PAN : AEEPC6502R)** son of Sri Amalesh Chandra Chanda, by Faith-Hindu, by Occupation-Business, by Nationality-Indian, residing at Dhaka Coloni, Balurghat, Daksin Dinajpur, West Bengal 733101, **2. SMT NIDHI SAHA, (PAN : FGDPS2772F)** daughter of Sri Prem Chand Gupta and wife of Sayak Saha, by Faith-Hindu, by Occupation-Business, by Nationality-Indian, residing at 7, Durgacharan Banerjee Street, Post Office Hatkhola, Kolkata 700005, hereinafter called the **OWNER/PROMOTER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives and assigns) of the **ONE PART**.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

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

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

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS

- A. One **Sri Babu Saraj Gopal Ghosh**, son of Late Harimohan Ghosh was the absolute owner and well seized and possessed of and sufficiently entitled to **ALL THAT** a piece and parcel of land measuring about **4 (Four) Cottah 05 (Five) Chittak 34 (Thirty Four) Square Feet** be the same or little more or less together with Two Storied cemented flooring 92 (Ninety Two) years old dilapidated residential building measuring 2323 Square Feet on the Ground Floor and 2096 Square Feet on the First Floor, lying and situated at Premises No. 97 Bahir Sura Road, Police Station- Beliaghata, Post Office- Beliaghata, within the ambit of Calcutta Municipal Corporation now Kolkata Municipal Corporation, Ward No.- 33, appertaining to District Collectorate 24 Parganas of Division 3, Sub Division-9, Holding No. 28, under Sub Registrar Sibodaho now Additional District Sub Registrar, Sealdah, District 24 Parganas (South), along with all easements and other rights and privileges as attached therewith, fully occupied by Tenant, sold, transferred and conveyed unto in favour of **Smt. Sushila Kumari Devi** wife of Srijukto Babu Kunjo Bihari Moulik, by virtue of Bengali Bikroy Saf Kobala (Deed of Conveyance) dated 12.05.1933, registered in Sub Registrar Sealdah recorded in Book No.- I, Volume No. 9, Pages 268 to 271, being deed no. 704 for the year 1933.
- B. Subsequently said **Sri Babu Saraj Gopal Ghosh**, son of Late Harimohan Ghosh was the absolute owner and well seized and possessed of and sufficiently entitled to **ALL THAT** a piece and parcel of land measuring about **2 (Two) Cottah 04 (Four) Chittak 16 (Sixteen) Square Feet** be the same or little more or less together with Two Storied cemented flooring 92 (Ninety Two) years old dilapidated residential building measuring 1162 Square Feet on the Ground Floor and 1048 Sq. Ft. on the First Floor, lying and situated at Premises No. 97 Bahir Sura Road, Police Station- Beliaghata, Post Office- Beliaghata, within the ambit of Calcutta Municipal Corporation now Kolkata Municipal Corporation, Ward No.- 33, appertaining to District Collectorate 24 Parganas of Division 3, Sub Division-9, Holding No. 28, under Sub Registrar Sibodaho now Additional District Sub Registrar, Sealdah, District 24 Parganas (South), along with all easements and other rights and privileges as attached therewith, fully

occupied by Tenant, sold, transferred and conveyed unto in favour of **Smt. Sushila Kumari Devi** wife of Srijukto Babu Kunjo Bihari Moulik, by virtue of Bengali Bikroy Saf Kobala (Deed of Conveyance) dated 22.11.1933 corresponding to Bengali B.S. 6th Aghran 1340, registered at the office of Sub Registrar Sealdah recorded in Book No.- I, Volume No. 27, Pages 217 to 220, being deed no. 1749 for the year 1933.

- C. By refuge of Bengali Saf Bikroy Kobala 16.08.1975 corresponding to Bengali B.S. 30th Sraban 1382 registered at office of Sub Registrar Sealdah, South 24 Parganas, recorded in Book No. I, Volume No. 42, Pages 207 to 217, being No. 1653 for the year 1975 said **Sushila Kumari Devi** being the absolute owner, sold, transferred and conveyed **ALL THAT** a piece and parcel of land measuring about **06 (Six) Cottah 10 (Ten) Chittak 05 (Five) Square Feet** be the same or little more or less together with Two Storied cemented flooring 92 (Ninety Two) years old dilapidated residential building measuring about 3485 Square Feet on the Ground Floor and 3144 Sq. Ft. on the First Floor, lying and situated at formerly Premises No. 97, Bahir Sura Road then 97A Bahir Sura Road now 97A Suren Sarkar Road, Ccutta now Kolkata - 700010, Police Station- Beliaghata, Post Office- Beliaghata, within the ambit of Calcutta Municipal Corporation now Kolkata Municipal Corporation, Ward No.- 33, appertaining to District Collectorate 24 Parganas of Division 3, Sub Division-9, Holding No. 28, under Sub Registrar Sibodaho now Additional District Sub Registrar, Sealdah, District 24 Parganas (South), along with all easements and other rights and privileges as attached therewith, fully occupied by Tenant, hereinafter to as the **SAID PROPERTY**, more fully described in the **SCHEDULE** hereunder written, unto in favour of **Smt. Purnima Mallick** wife of Khagendranath Mallick.
- D. The said **Purnima Mallick**, being the absolute owner and well seized and possessed of and sufficiently entitled to the SAID PROPERTY being **ALL THAT** a piece and parcel of land measuring about **06 (Six) Cottah 10 (Ten) Chattak 05 (Five) Square Feet** be the same or little more or less togetherwith Two Storied Building with cemented flooring, 92 (Ninety Two) years old dilapidated residential building, measuring about 3485 Square

Feet on the Ground Floor and 3144 Sq. Ft. on the First Floor, lying and situated at formerly Premises No. 97, Bahir Sura Road then 97A Bahir Sura Road now 97A Suren Sarkar Road, Cacutta now Kolkata 700010, Police Station- Beliaghata, Post Office- Beliaghata, within the ambit of Calcutta Municipal Corporation now Kolkata Municipal Corporation, Ward No.- 33, appertaining to District Collectorate 24 Parganas of Division 3, Sub Division-9, Holding No. 28, under Sub Registrar Sibodaha now Additional District Sub Registrar Sealdah, District 24 Parganas (South), along with all easements and other rights and privileges as attached therewith, fully occupied by Tenant, sold, transferred, and conveyed by way of Six Separate Deeds of Conveyance unto and in favour of below mentioned persons, mentioned in the chart below:-

DATE	NAME OF VENDOR	NAME OF THE PURCHASERS	DEED DETAILS	OFFICE	SHARE
21.09.1991	Purnima Mallick	Rita Devi Bhawsingka wife of Sri Ravi Kumar Bhawsingka	Book No. I, Volume No 324, Page No. 308 to 319, being Deed no. 13708 for the year 1991	Registrar of Assurances, Calcutta	1/6 th share of the SAID PROPERTY
21.09.1991	Purnima Mallick	Sushila Devi Bhawsingka wife of Sri Gopi Krishna Bhawsingka	Book No. I, Volume No 324, Page No. 320 to 331, being Deed no. 13709 for the year 1991	Registrar of Assurances, Calcutta	1/6 th of the SAID PROPERTY
21.09.1991	Purnima	Gopi Krishna	Book No. I,	Registrar of	1/6 th of the SAID

	Mallick	Bhawsingka son of Baijnath Bhawsingka	Volume No 324, Page No. 332 to 343, being Deed no. 13710 for the year 1991	Assurances, Calcutta	PROPERTY
21.09.1991	Purnima Mallick	Ravi Kumar Bhawsingka son of Gopi Krishna Bhawsingka	Book No. I, Volume No 324, Page No. 344 to 353, being Deed no. 13711 for the year 1991	Registrar of Assurances, Calcutta	1/6 th of the SAID PROPERTY
21.09.1991	Purnima Mallick	Dipak Kumar Bhawsingka alias Deepak Kumar Bhawsingka son of Gopi Krishna Bhawsingka	Book No. I, Volume No 324, Page No. 354 to 365, being Deed no. 13712 for the year 1991	Registrar of Assurances, Calcutta	1/6 th of the SAID PROPERTY
21.09.1991	Purnima Mallick	Manmohan Bhawsingka son of Gopi Krishna Bhawsingka	Book No. I, Volume No 324, Page No. 366 to 377, being Deed no. 13713 for the year	Registrar of Assurances, Calcutta	1/6 th of the SAID PROPERTY

			1991		
--	--	--	------	--	--

Be it mentioned herein that the aforesaid six sales were duly confirmed by Khagendra Nath Mallick, husband of Purnima Mallick, thereby acknowledging and ratifying the said transactions in all respects.

E. The said Rita Devi Bhawsingka, Sushila Devi Bhawsingka, Gopi Krishna Bhawsingka, Ravi Kumar Bhawsingka, Dipak Kumar Bhawsingka alias Deepak Kumar Bhawsingka, Manmohan Bhawsingka duly recorded and mutated their names in the records of Kolkata Municipal Corporation under Assessee No. 110332201359 and paying taxes regularly.

F. By efflux the said **Sushila Devi Bhawsingka** died intestate on 17.06.2017 leaving behind and/or survived by her husband Gopi Krishna Bhawsingka and three sons namely Ravi Kumar Bhawsingka, Deepak Kumar Bhawsingka alias Dipak Kumar Bhawsingka and Manmohan Bhawsingka and two daughters namely Indra Devi Khaitan and Alka Prahladka who inherited the 1/6th share of the SAID PROPERTY as left by Sushila Devi Bhawsingka as per the provision of HINDU SUCCESSION ACT, 1956, each having undivided and undemarketed 1/6th share upon the property purchased by Sushila Devi Bhawsingka, since deceased. The shares inherited by aforesaid legal heirs from Sushila Devi Bhawsingka are shown in the chart below:

NAME	SHARE IN THE SAID PROPERTY
Gopi Krishna Bhawsingka	1/36
Ravi Kumar Bhawsingka	1/36
Dipak Kumar Bhawsingka alias Deepak Kumar Bhawsingka	1/36
Manmohan Bhawsingka	1/36
Indra Devi Khaitan	1/36
Alka Prahladka	1/36

G. By way of Inheritance and aforesaid Deed of Conveyance being No. 13710 of 1991 the said **Gopi Krishna Bhawsingka** was the absolute owner of undivided and undemarketed 7/36TH share in respect of the SAID

PROPERTY, died intestate on 06.12.2020 leaving behind his three sons namely Ravi Kumar Bhawsingka, Dipak Kumar Bhawsingka alias Deepak Kumar Bhawsingka and Manmohan Bhawsingka and two daughters namely Indra Devi Khaitan and Alka Prahladka who inherited the property as left by Gopi Krishna Bhawsingka as per the provision of HINDU SUCCESSION ACT, 1956, each having undivided and undemarketed 1/5th share upon the property of Gopi Krishna Bhawsingka, since deceased. The shares inherited by aforesaid legal heirs from Gopi Krishna Bhawsingka are shown in the chart below:

NAME	INHERITED SHARE IN THE SAID PROPERTY
Ravi Kumar Bhawsingka	7/180
Dipak Kumar Bhawsingka alias Deepak Kumar Bhawsingka	7/180
Manmohan Bhawsingka	7/180
Indra Devi Khaitan	7/180
Alka Prahladka	7/180

H. Said Indra Devi Khaitan by way of inheritance being the absolute owner of undivided and undemarketed 1/15th (1/36th+7/180th) share of the SAID PROPERTY i.e. **ALL THAT** a piece and parcel of land measuring about **318 (Three Hundred and Eighteen) Sq. Ft.** out of 6 (Six) Cottah 10 (Ten) Chattak 5 (Five) Square Feet be the same or little more or less togetherwith old dilapidated Building measuring about 232 Square Feet on the Ground Floor and 210 Sq. Ft. on the First Floor, Building with cemented flooring, 92 (Ninety Two) years, lying and situated at formerly Premises No. 97, Bahir Sura Road then 97A Bahir Sura Road now 97A Suren Sarkar Road, Kolkata 700010, Police Station- Beliaghata, Post Office- Beliaghata, within the ambit of Kolkata Municipal Corporation under Assessee No. 110332201359, Ward No.- 33, appertaining to District Collectorate 24 Parganas of Division 3, Sub Division-9, Holding No. 28, under Sub Registrar Sibodaha now Additional District Sub Registrar Sealdah, District 24 Parganas (South), along with all easements and other rights and privileges as attached therewith, fully occupied by Tenant, gifted away to brother namely Dipak Kumar Bhawsingka alias Deepak Kumar

Bhawsingka, by way of registered Deed of Gift dated 11.03.2025, registered at District Sub Registrar-IV, Alipore, recorded in Book No. I, Volume No. 1604-2025, Page 62485 to 62507, being Deed No. 160402416, for the year 2025.

- I. On the other hand said Alka Prahaladka by way of inheritance being the absolute owner of undivided and undemarketed $1/15^{\text{th}}$ ($1/36^{\text{th}}+7/180^{\text{th}}$) share of the SAID PROPERTY i.e. **ALL THAT** a piece and parcel of land measuring about **318 (Three Hundred and Eighteen) Sq. Ft.** out of 6 (Six) Cottah 10 (Ten) Chattak 5 (Five) Square Feet be the same or little more or less togetherwith old dilapidated Building measuring about 232 Square Feet on the Ground Floor and 210 Sq. Ft. on the First Floor, with cemented flooring, 92 (Ninety Two) years, lying and situated at formerly Premises No. 97, Bahir Sura Road then 97A Bahir Sura Road now 97A Suren Sarkar Road, Kolkata 700010, Police Station- Beliaghata, Post Office- Beliaghata, within the ambit of Kolkata Municipal Corporation under Assessee No. 110332201359, Ward No.- 33, appertaining to District Collectorate 24 Parganas of Division 3, Sub Division-9, Holding No. 28, under Sub Registrar Sibodaha now Additional District Sub Registrar Sealdah, District 24 Parganas (South), along with all easements and other rights and privileges as attached therewith, fully occupied by Tenant, gifted away to his brother namely Manmohan Bhawsingka, by way of registered Deed of Gift dated 11.03.2025, registered at District Sub Registrar-IV, Alipore, recorded in Book No. I, Volume No. 1604-2025, Page 62508 to 62529, being Deed No. 160402417, for the year 2025.
- J. Meanwhile said Rita Bhawsingka by way of aforesaid Purchased being the absolute owner of undivided and undemarketed $1/6^{\text{th}}$ share of the SAID PROPERTY being **ALL THAT** a piece and parcel of land measuring about **796 (Seven Hundred and Ninety Six) Sq. Ft.** equivalent to **01 (one) Cottah 01 (one) Chittak 31 (Thirty One) Sq. Ft.** be the little more or less out of 6 (Six) Cottah 10 (Ten) Chattak 5 (Five) Square Feet be the same or little more or less togetherwith old dilapidated Building measuring about 581 Square Feet on the Ground Floor and 524 Sq. Ft. on the First Floor, with cemented flooring, 92 (Ninety Two) years, lying and situated at formerly Premises No. 97, Bahir Sura Road then 97A Bahir Sura Road now 97A Suren Sarkar Road, Kolkata 700010, Police Station- Beliaghata, Post

Office- Beliaghata, within the ambit of Kolkata Municipal Corporation under Assessee No. 110332201359, Ward No.- 33, appertaining to District Collectorate 24 Parganas of Division 3, Sub Division-9, Holding No. 28, under Sub Registrar Sibodaha now Additional District Sub Registrar Sealdah, District 24 Parganas (South), along with all easements and other rights and privileges as attached therewith, fully occupied by Tenant, out of natural love and affection towards her daughter namely Reema Jhunjhunwala gifted away her aforesaid property by way of registered Deed of Gift dated 11/03/2025, registered at District Sub Registrar-IV, Alipore, recorded in Book No. I, Volume No. 1604-2025, Page 62585 to 62607, being Deed No. 160402411, for the year 2025.

- K. Thus by way of inheritance and by way of Deed of Conveyance and Deed of Gift mentioned above the said Ravi Kumar Bhawsingka, Dipak Kumar Bhawsingka alias Deepak Kumar Bhawsingka, Manmohan Bhawsingka and Reema Jhunjhunwala are the absolute owners collectively and well seized and possessed and sufficiently entitled to **ALL THAT** a piece and parcel of land measuring about **06 (Six) Cottah 10 (Ten) Chattak 05 (Five) Square Feet** be the same or little more or less togetherwith Two Storied Building with cemented flooring, 92 (Ninety Two) years old dilapidated residential building, measuring about 3485 Square Feet on the Ground Floor and 3144 Sq. Ft. on the First Floor, lying and situated at formerly Premises No. 97, Bahir Sura Road then 97A Bahir Sura Road now 97A Suren Sarkar Road, Kolkata 700010, Police Station- Beliaghata, Post Office- Beliaghata, within the ambit of Kolkata Municipal Corporation under Assessee No. 110332201359, Ward No.- 33, appertaining to District Collectorate 24 Parganas of Division 3, Sub Division-9, Holding No. 28, under Sub Registrar Sibodaha now Additional District Sub Registrar Sealdah, District 24 Parganas (South), along with all easements and other rights and privileges as attached therewith, fully occupied by Tenant, hereinafter referred to as the **SAID PROPERTY**, more fully described in the **SCHEDULE** hereunder written, the share division are describe below:

NAME	SHARE IN THE SAID PROPERTY	AREA
Ravi Kumar Bhawsingka	$(1/6+1/36+7/180)=$ 7/30	1114 Sq. Ft.
Dipak Kumar Bhawsingka	$(1/6+1/36+7/180+1/15)=$ 3/10	1433 Sq. Ft.

alias Deepak Kumar Bhawsingka		
Manmohan Bhawsingka	$(1/6+1/36+7/180+1/15)= 3/10$	1432 Sq. Ft.
Reema Jhunjhunwala	1/6	796 Sq. Ft.
TOTAL	4775 Sq. Ft. equivalent To 6 Cottah 10 Chattak 5 Square Feet	

- L. The said Ravi Kumar Bhawsingka, Dipak Kumar Bhawsingka alias Deepak Kumar Bhawsingka, Manmohan Bhawsingka and Reema Jhunjhunwala have duly applied for approval of the building plan for construction of a G+IV storied building within the **Schedule property**, and the Kolkata Municipal Corporation has granted Building Permit No. 2025030084 dated 02.12.2025 , which permit shall remain valid until 01.12.2030, with provision for revalidation of the said sanction and/or for obtaining a revised sanctioned plan in accordance with the applicable building rules and regulations.
- M. Subsequently the said Ravi Kumar Bhawsingka, Dipak Kumar Bhawsingka alias Deepak Kumar Bhawsingka, Manmohan Bhawsingka and Reema Jhunjhunwala being the absolute owners and well seized and possessed and sufficiently entitled to **ALL THAT** a piece and parcel of land measuring about **06 (Six) Cottah 10 (Ten) Chattak 05 (Five) Square Feet** be the same or little more or less togetherwith Two Storied Building with cemented flooring, 92 (Ninety Two) years old dilapidated residential building, measuring about 3485 Square Feet on the Ground Floor and 3144 Sq. Ft. on the First Floor, lying and situated at formerly Premises No. 97, Bahir Sura Road then 97A Bahir Sura Road now 97A Suren Sarkar Road, Kolkata 700010, Police Station- Beliaghata, Post Office- Beliaghata, within the ambit of Kolkata Municipal Corporation under Assessee No. 110332201359, Ward No.- 33, appertaining to District Collectorate 24 Parganas of Division 3, Sub Division-9, Holding No. 28, under Sub Registrar Sibodaha now Additional District Sub Registrar Sealdah, District 24 Parganas (South), along with all easements and other rights and privileges as attached therewith, hereinafter referred to as the SAID PROPERTY, morefully described in the **SCHEDULE- A** hereunder written, sold transferred and conveyed unto and in favour of **AN REALTY**,

represented by its Partners Sri Anupam Chanda and Smt Nidhi Saha, the OWNER/PROMOTER, herein, by dint of a Deed of Conveyance dated 05.12.2025, registered at the office of Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 1606-2025, Page from 137776 to 137820, being No. 160604630 for the year 2025.

- N. The said AN Realty, the Owner/Promoter herein, recorded and mutated its name in the records of Kolkata Municipal Corporation under Assessee No. 110332201359 in respect of Premises No. 97A, Suren Sarkar Road, Kolkata 700010, and paying taxes and other revenue regularly.
- O. In pursuance of the aforesaid Sanctioned Building Plan dated 2nd December, 2025, the said Promoter has duly completed the construction of the **G+IV storied building** strictly in accordance with the said Sanctioned Plan and specifications approved therein. The said building has been named and is hereinafter referred to as **“THE 97A”**.
- P. The Project has been registered under the Provisions of the Real Estate Regulation Act vide Registration No. _____ .
- Q. The Promoter intends to sell **ALL THAT** the ____ **BHK Residential Flat No.** _____ , **on** the ____ **Floor**, _____ **Side**, measuring _____ **square feet carpet area corresponding to** _____ **Sq. Ft. Covered Area** and pro rata share in the “common areas” working out to a Super Built-up Area of _____ Square Feet, (Balcony _____ Sq. Ft.) (if applicable), _____ **Flooring** consisting of ____ (____) Bed Room, Open Kitchen cum Drawing, ____ (____) Toilet, of the building named **“THE 97A”** on the **FIRST SCHEDULE** land and together with proportionate undivided interest or share in common areas and facilities and amenities attached to the said flat/unit, hereinafter called and referred to as the **“SAID FLAT”** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written at or for the total price and/or consideration of **Rs.** _____ **/-** (**Rupees** _____ **only**) and the parties entered into an **Agreement for Sale dated** _____ .

R. The Owner/Promoter doth hereby declares and covenant with the Purchaser/s that the said premises and /or the said Flat/unit is free from all encumbrances of any nature whatsoever and that the Owner/Promoter herein has full right, title and interest in the said premises and /or the said Flat/unit and have full right and authority to assign and transfer all their right, title and interest therein and Owner/Promoter herein further declares that there is a clear title to the Flat/unit and its appurtenances belongs to the Owner/Promoter herein absolutely and that neither the Owner/Promoter herein or any other person or persons have created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said flat/unit and that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by Owner/Promoter herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owner/Promoter herein has themselves full right, power and absolute authority to sell or transfer to the Purchaser/s the said Flat/unit and their right, title and interest therein and that the Owner/Promoter herein has not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the said Flat/unit by the Purchaser/s may be rendered illegal and/or unauthorized for any reason or on any account.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In pursuance to the Agreement for Sale dated _____ , and in consideration of the payment of sum of **Rs.** _____ /- (**Rupees** _____ **only**) as the total Consideration paid by the Purchaser/s to the Owner/Promoter herein (receipt whereof the Owner/Promoter hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerates the Purchaser/s) paid on or before the execution of these presents, the Owner/Promoter doth hereby sells, transfers and conveys unto and in favour of the Purchaser/s herein **ALL THAT** the ___ **BHK Residential Flat No.** _____ , **on** the ___ **Floor**, _____ **Side**, measuring _____ **square feet carpet area corresponding to** _____ **Sq. Ft. Covered Area** and pro rata share in the “common areas” working out to a Super Built-up Area of _____ Square Feet, (Balcony

_____ Sq. Ft.) (if applicable), _____ **Flooring** consisting of ____ (____) Bed Room, Open Kitchen cum Drawing, ____ (____) Toilet, of the building named **“THE 97A”** on the FIRST SCHEDULE land and together with proportionate undivided interest or share in common areas and facilities and amenities attached to the said flat/unit more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and/or given **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder written and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto &**ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner/Promoter herein to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser/s absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owner/Promoter herein doth hereby covenants with the Purchaser/s that:-

1. The Owner/Promoter herein now have in themselves good right and full power to convey and transfer by way of sale the said flat/unit and the proportionate share of the land and land underneath of the said premises hereby conveyed or intendeds so to be unto and to the use of the Purchaser/s in the manner aforesaid and put the Purchaser/s in vacant, peaceful and unencumbered possession.
2. The Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat/unit and premises hereby conveyed with its appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the Owner/Promoter herein or its heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.

3. The Purchaser/s shall hold the said flat/unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/Promoter and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Promoter herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
4. The Purchaser/s shall be entitled to the rights, benefits and privileges attached to the said flat/unit and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat/unit as detailed in the **THIRD SCHEDULE** hereunder written.
5. The Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintain, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written, to the Affiliated Company and/or Association of the building upon formation.
6. The Promoter/Owner shall have the full right to construct and erect additional floor(s) as per the revised building plan(s). The Purchaser/Allottee hereby gives unconditional consent, raises no objection to such construction, and expressly waives any right, claim, or cause of action against the same, including any objection before authorities or courts.
7. The said Flat/unit and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the Agreement for Sale.
8. The Purchaser/s and other co-owner shall abide by the Rules and regulations and common obligations along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder written.
9. The Purchaser/s shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat/unit are as detailed in the **SIXTH SCHEDULE** hereunder written.
10. The Purchaser undertakes, assures and grantees that he/ she would not put

any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas and also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Purchaser shall store any hazardous or combustible goods in the Flat/unit or place any heavy material in the common passages or staircase of the building. The Purchaser shall also not remove any wall, including the outer and load wall of the Apartment.

11. The Purchaser/s shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner/Promoter or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser/s under the terms of this conveyance.
12. The Purchaser/s undivided proportionate interest is impartible in perpetuity.
13. The Owner/Promoter doth hereby further covenant with the Purchaser/s that the Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat/unit and premises hereby conveyed with its appurtenances, and receive the rents, issues and profits thereof and every part thereof for his/her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the Owner/Promoter or its heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for them or anyone of them.
14. The Owner/Promoter and/or any person/s having or claiming any estate, right, title or interest in the said Flat/unit hereby conveyed or any part thereof by, from under or in trust for the Owner/Promoter or its heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof

hereby conveyed unto and to the use of the Purchaser/s in manner aforesaid as by the Purchaser/s, their heirs, executors or administrators and assigns shall be reasonably required.

15. The Purchaser/s shall mutate the Said Flat/unit in their own names and shall pay all such Municipal taxes and other impositions that may be charged from time to time, directly to the concern authority.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE SAID PREMISES)

ALL THAT a piece and parcel of land measuring about **06 (Six) Cottah 10 (Ten) Chattak 05 (Five) Square Feet** be the same or little more or less, togetherwith G+IV Storied Building under the name and style “**THE 97A**”, lying and situated at formerly Premises No. 97, Bahir Sura Road then 97A Bahir Sura Road now **97A Suren Sarkar Road, Kolkata 700010**, Police Station- Beliaghata, Post Office- Beliaghata, within the ambit of Kolkata Municipal Corporation under **Assessee No. 110332201359**, Ward No.- 33, District 24 Parganas (South), togetherwith proportionate share of land and land underneath, together with easement right common right, landing, common space which includes the area of the Flat and the common area in the aforesaid building and butted and bounded by:-

ON THE NORTH : Premises no.- 96/5, Suren Sarkar Road ,
Premises no.- 96/7, Suren Sarkar Road

ON THE SOUTH : Premises no.- 97/B, Suren Sarkar Road

ON THE EAST : Premises no.- 96/4, Suren Sarkar Road

ON THE WEST : 12 Ft. Suren Sarkar Road;

Zone: (C. I. T. Rd -- Abinash Baner Ln).

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT)

ALL THAT the ____ **BHK Residential Flat No.** ____ , **on** the ____ **Floor,**
____ **Side,** measuring _____ **square feet carpet area corresponding**

to _____ **Sq. Ft. Covered Area** and pro rata share in the “common areas” working out to a Super Built-up Area of _____ Square Feet, (Balcony _____ Sq. Ft.) (if applicable), _____ **Flooring** consisting of ____ (____) Bed Room, Open Kitchen cum Drawing, ____ (____) Toilet and No. of cover parking with 135 sq. ft. of the building under the name and style of “**THE 97A**” on the FIRST SCHEDULE land. The site Plan is annexed herewith which is part of this Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON AREA AND FACILITIES)

- a. Entrance Lobby at the ground level of the Said Building
- b. Lobbies on all floors and staircase(s) of the Said Building
- c. Lift machine room(s) and lift well(s) of the Said Building
- d. Water reservoirs/tanks of the Said Block/Building
- e. Water supply pipeline in the Said Building (save those inside any apartment)
- f. Drainage and sewage pipeline in the Said Building (save those inside any apartment)
- g. Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Building
- h. Electricity meter(s) for common installations and space for their installation
- i. Network of Cable TV/DTH in the Said Building, if any
- j. Broadband connection in the Said Building, if any
- k. Lift(s) and allied machineries in the Said Building
- l. External walls of the Said Building
- m. Roof Area
- n. Stair Room
- o. CCTV

THE FOURTH SCHEDULE ABOVE REFERRED

TO: (COMMON EXPENSES)

- A. MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure including the roof, the Common Areas and Installations of the Building (including lifts, generator, water pump with motor, etc., gutters and water pipes for all purposes, drains

and electric cables and wires in under or upon the Building and related facilities enjoyed or used by the Purchaser in common with other Purchaser (s) or serving more than one Unit and/or other built-up space in the Building and main entrance, landings and staircases of the Building enjoyed or used by the Purchaser (s) in common as aforesaid and the boundary walls of the premises etc. The costs of cleaning and lighting the Common Areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Building so enjoyed or used by the Purchaser (s) in common as aforesaid and keeping the adjoining side spaces of the Building in good and repaired condition.

- B. OPERATIONAL :** All expenses for running and operating all machines, Equipments and installations comprised in the Common Areas and Installations (including lifts, generator, water pump with motor, etc.) and also the costs of repairing, renovating and replacing the same.
- C. STAFF :** The salaries of and all other expenses of the staffs to be employed for the Common Purposes including their bonus and other emoluments and benefits.
- D. AFFILIATED COMPANY :** The Affiliated Company shall bear all common expenses, including formation and operational costs of the Association and remuneration of the Maintenance In-charge for managing common areas, until possession is handed over to the Association. The Purchaser shall be liable to pay the proportionate share of monthly maintenance charges to the Affiliated Company as may be determined from time to time.
- E. ASSOCIATION :** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- F. TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
- G. INSURANCE:** Insurance premium for insurance of the Building including against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- H. COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- I. RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

- J. OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON OBLIGATIONS & RULES AND REGULATIONS)

1. The share or interest in the land underneath is impartible and the Purchaser/s shall not claim partition of the undivided proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities.
2. The Purchaser/s shall apply for mutation of the Second Schedule property in his own name and apply for and has the said separately assessed for the purpose of Municipal rates and taxes,.
3. The purchaser/s herein shall pay the maintenance charges based on the Chargeable Area of the Purchaser's respective unit to the Aiffiliated Company and/or Association it is the mandatory part of the purchaser/s that the Purchaser/s shall not fail in making payment of maintenance charges in due time. The rate shall be subject to revision from time to time as deemed fit and proper by the Aiffiliated Company and/or Association at its sole and absolute discretion, considering the general escalation in market rates for such services.
4. The common maintenance charges shall be applicable on the sold units and the Owner/Promoter shall not be required to pay any maintenance charges on the unsold units till the same are sold to intending Purchaser/s.
5. The Purchaser/s shall use the said Flat and all common portions peacefully with the other co-owner.
6. The Purchaser/s shall not do any of the following acts, deeds and things:
 - a) Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
 - b) Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
 - c) Carry out repairs in a manner so as to affect the structural stability of the building.
 - d) Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the said Flat.
 - e) Affix or drew any cable, wire, pipe line from and through any common portions or outside wall of the Building or other Units.
 - f) Keep any heavy articles on the floor or operate any machine other than the

usual home appliance.

- g) The Purchaser shall not change the colour scheme of the windows, grills, and main door of the said Flat, other than in accordance with the specifications or with the prior written consent of the Affiliated Company and/or the Association of Apartment Owners (upon its formation).
- h) Cover the balcony and or change the elevation of the building by installing Split ac units and/or any other equipment.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS AND QUASI-EASEMENTS)

1. The Purchaser/s shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant or otherwise thereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number or appertaining hereto which are thereafter more fully specified Excepting and Reserving unto the Owner/Promoter and other Co-Owner and occupiers of other flats of the building the rights, easements, quasi-easements, privileges.
2. The right of access in common with other owners or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
3. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land provided always and it is declared that therein contained shall permit the Purchaser/s or any person deserving title under the Purchaser/s and/or his/her servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors' and other co-owners or occupiers of other flats of the said building property entitled to such rights

of way over and along such passages or pathways or common parts as aforesaid.

4. The right of protection of the said floor and the properties appurtenant hereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant hereto from the other part or parts of the said building.
5. The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant hereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant hereto for all lawful purpose whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser/s to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant hereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
OWNER/PROMOTER in the presence of:

1.

2.

**SIGNATURE OF THE
OWNER/PROMOTER**

SIGNED SEALED AND DELIVERED
by the **ALLOTTEE/PURCHASER**
in the presence of:

1.

2.

**SIGNATURE OF THE
ALLOTTEE/PURCHASER**

Drafted By,

Advocate

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of

Rs. _____ /- (Rupees _____ only).

Date	Cheque /D.D	Bank's Name	Amount (Rs.)
		TOTAL	

SIGNATURE OF THE WITNESS.

1.

2.

M/s. AN REALTY

Nidhi Saha
Partner

OWNER/PROMOTER