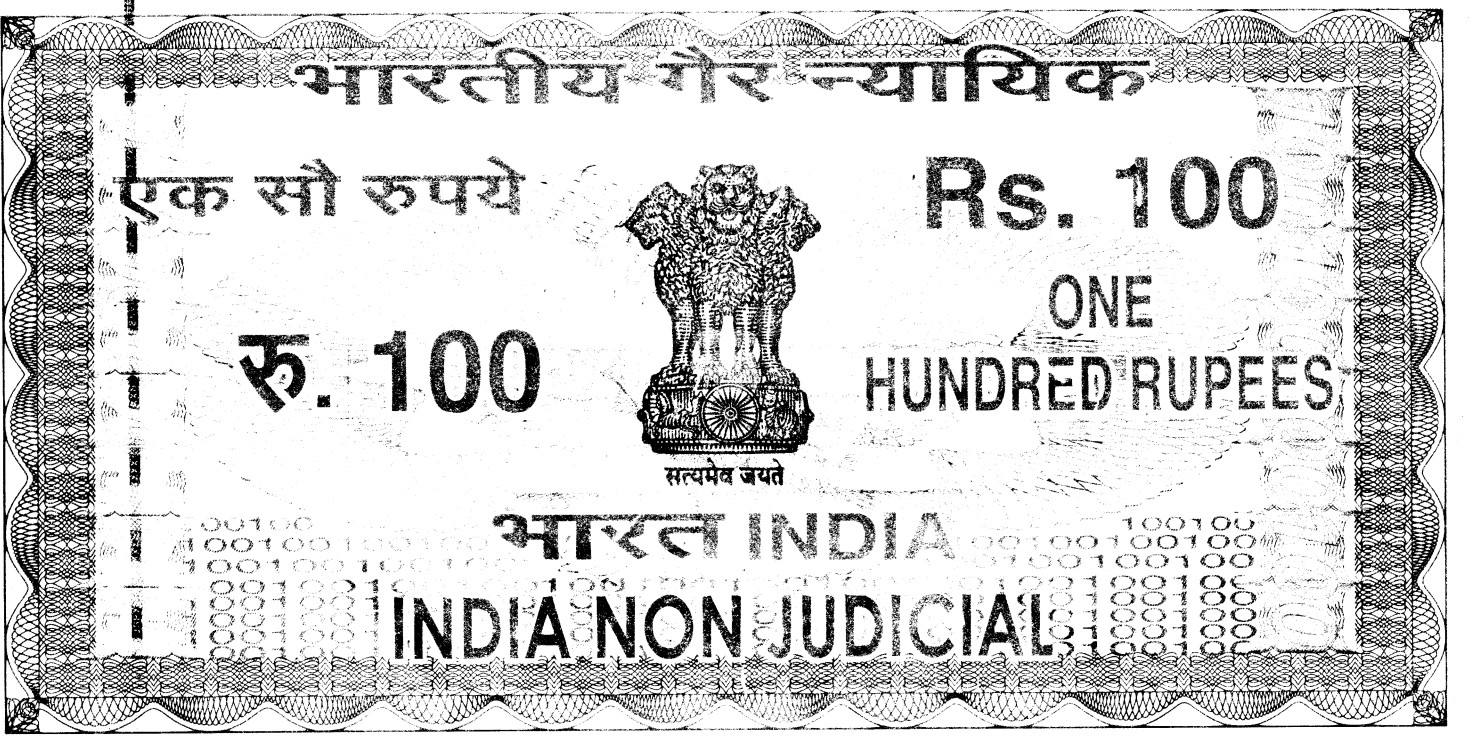




पश्चिम बंगाल WEST BENGAL

AH 283825

DEED OF SALE

THIS INDENTURE is made this the day of

Two Thousand Twenty Five (2025);

BETWEEN

SMT. ILA DAS, (PAN No. BROPD 8314 A). wife of Late Monmohan Das, by faith a Hindu by occupation House wife, 2) **SRI JAYANTA DAS**, (PAN No. ADTPD 6822 H) and 3) **SRI GOUTAM DAS**, (PAN No. AESPD 5812 K) both sons of late Monmohan Das, by faith a Hindu, by occupation Business, all of them presently residing at 48, Rajdanga Main Road, also known as 1, Rajdanga School Road, P.S Kasba, Kolkata 700107, 4) **SMT. NAMITA DAS**, (PAN No. BJTPD 0931 L) wife of Sri Subol Chandra Das, by faith a Hindu, by occupation House wife, residing at BB-109, Rajdanga Sarat Park, P.S Kasba, Kolkata-700107, and 5) **SMT. ANITA DEY**, (PAN No. BVLPD 9498 Q) wife of Sri Kamal Krishna Dey, by faith a Hindu, by occupation House wife, residing at 26, Rajdanga Main Road, Ram Krishna Pally, P.S Kasba, Kolkata-700107, hereinafter jointly called and referred to as the **OWNERS/VENDERS** (which expression, unless excluded by or repugnant to the context, shall be deemed to mean and include their respective heirs, legatees, assigns, representatives etc.) of the **FIRST PART** being represented by his constituted attorney Sri Sukhendu Maitra, (PAN card No. AIDPM1900 E), son of Late Adhir Chandra Maitra, residing at 304, Sarat Park, Rajdanga, P.S-Kasba

Kolkata-700107, vide registered power of attorney registered in the office of D.S.R III, Alipore and recorded in Book no.1, CD Volume no. 21, from pages 1399 to 1414 being No.10304 for the year 2013.

AND

1)_____, (PAN card No. ACPPC4140A), son of late_____, by faith a_____, by occupation_____, residing at Premises No._____, hereinafter called and referred to as the **PURCHASERS**, (which expression, unless excluded by or repugnant to the context shall be deemed to mean and include their respective successor-in-interest, legatees, assigns, representatives, nominees etc) of the **SECOND PART**.

AND

M/S S.M CONSTRUCTION, (PAN card No. AIDPM 1900 E), a proprietorship Firm having its registered office at Sarat Park, Nabapally. P.O- E.K.T.P, P.S-Kasba Kolkata 700107, being represented by it's sole proprietor namely **SRI SUKHENDU MAITRA**, son of late Adhir Chandra Maitra, residing at Sarat

Park, Nabapally. P.O- E.K.T.P, P.S-Kasba Kolkata 700107,
hereinafter called the **DEVELOPER/CONFIRMING PARTY NO.**

1 (which expression, unless excluded by or repugnant to the
context shall be deemed to mean and include it's successor-in-
interest, legatees, assigns, representatives, nominees etc) of the
THIRD PART.

WHEREAS That while seized and possessed of and/or well and
sufficiently to all that property Sri Rabindra Narayan Sarkar
and Sri Manindra Krishna Sarkar of 1/5, Moni Mukherjee
Road, Ballygunje, by virtue of a Deed of Conveyance, registered
in the office of S.R. Alipore and recorded in Book no. I, Vol. no.
37, from pages from 188 to 192, being no 1635, dated
24/02/1959, for valuable consideration mentioned therein as
joint Vendors sold, transferred, conveyed unto and in favour of
one Sri Gurupada Bhadra, son of late Raicharan Bhadra of
Bangla, Mahestala, District 24 Parganas South ALL THAT piece
and parcel of land measuring 16 Satak be the same a little
more or less lying, situated at Mouza Kasba, comprised in Dag
no. 3232, khatian no.128, Touzi no. 145, R.S No. 233, J.L No.

13, Now being premises no. 1635, Rajdanga Main Road, Also known as 1, School Road, P.S Kasba, Kolkata-700107, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation and they thus became the joint absolute and exclusive owners free from all encumbrances.

AND WHEREAS while seized and possessed of and/or well and sufficiently to all that property the Sri Gurupada Bhadra, son of late Raicharan Bhadra as vendor by virtue of a Deed of Conveyance, registered in the office of S.R. Alipore and recorded in Book no. 1, Vol, no. 44, from pages from 261 to 263, being no 2080, for the year 1964, for valuable consideration mentioned therein sold, transferred, conveyed, assigned and assured unto and in favour of one Smt. Lilabati Dutta of 16/2, Garcha Second Lane, Kolkata-700019, a portion of the land measuring 5 Satak out of total 16 Satak of land, and retain for himself balance area of land measuring 11 Satak, equivalent to 6(six) Cottahs and 2(two) sq. ft be the same or a little more or less.

AND WHEREAS while seized and possessed of and/or well and sufficiently to all that remaining land measuring 11 Satak, equivalent to 6(six) Cottahs and 2(two) sq.ft be the same a little or more or less the said Sri Gurupada Bhadra, son of late Raicharan Bhadra subsequently as vendor for valuable consideration, by virtue of a Deed of Conveyance, registered in the office of S.R. Alipore and recorded in Book no. I Vol. no. 30, from pages from 275 to 280, being no 1149, for the year 1973, sold, transferred, conveyed, assigned and assured unto and in favour of one Sri Manamohan Das, son of late Makhan Lal Das of Rajdanga, Haltu, District 24 Parganas All That land measuring 11 Satak, equivalent to 6(six) Cottahs and 2(two) sq.ft be the same or a little more or less lying, situated at Mouza Kasba, comprised in Dag no. 3232, khatian no.128, Touzi no. 145, R.S No. 233, J.L No. 13, Now being Municipal premises no. 1635, Rajdanga Main Road, P.S Kasba, Kolkata-700107, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 107 more fully described in the Schedule thereunder written free from all encumbrances and by virtue of the said registered Deed of Conveyance the said Sri Manamohan Das

thus became sole, absolute and exclusive owner of the said property and subsequent to the said purchase, got his name mutated in the records of right of the Calcutta Corporation now the Kolkata Municipal Corporation and had been enjoying sixteen annas right, title and interest in the said property free from all encumbrances, charges, demand, claims etc. in any manner whatsoever.

AND WHEREAS while seized and possessed of the said land, the said Manamohan Das, a Hindu, died intestate on 24th June, 1975 leaving behind his wife Smt. Ila Das, two sons namely Sri Jayanta Das, and Sri Goutam Das, and two daughters namely Smt. Namita Das and Smt. Anita Dey, i.e the First Part herein, as his successors-in-interest, heirs, legatees etc and upon the demise of the said Manamohan Das, all his right, title and interest in his said property as per the provision of Hindu law automatically devolved upon his said wife two sons and two daughters each of whom thus acquired 1/5th undivided share in the said property.

AND WHEREAS the owners i.e. the First Part herein for better living, intended to develop the said plot of land measuring 6 cottahs 2 sq. ft more or less there by constructing a multi storied building comprising flats/units, car parking space etc after obtaining sanction plan from competent authority but after having realized involvement of huge fund, man power and lack of technical knowledge in the proposed project, the owners le the First Part herein have jointly decided to enter into an agreement with a Developer/Promoter who would be able to undertake the said project at its own cost and considering the experience of the **M/S S.M CONSTRUCTION**, a proprietorship Firm having its registered office at Sarat Park, Nabapally. P.O- E.K.T.P, P.S-Kasba Kolkata 700107, being represented by its sole proprietor namely **SRI SUKHENDU MAITRA**, son of late Adhir Chandra Maitra, residing at Sarat Park, Nabapally. P.O- E.K.T.P, P.S-Kasba Kolkata 700107, the First Part entered into an agreement for Development with certain terms and conditions which was registered in the office of D.S.R. III, Alipore and recorded in Book no. I, CD Volume No. 21 from pages 1415 to 1450 being no. 10303 for the year 2013.

AND WHEREAS after having worked out the feasibility of the project, the **DEVELOPER/PROMOTER** i.e. the Second Part herein has agreed to undertake the project.

AND WHEREAS after having been appointed as Developer of the said property, the said developer duly obtained building plan sanctioned from the Kolkata Municipal Corporation vide building permit no. and has already commenced construction work in accordance with Building Permit no. 2015120009, Dated 07/04/2015 and has already commenced construction work on the said plot of land in accordance with the said sanctioned building plan.

AND WHEREAS Subsequently it was detected that in the said registered Development Agreement dated 29/11/2013 that due to inadvertence in page no. 2 in the second line after the 1/5 Moni Mukherjee Road, as Vendors should be added, in the fifth line of the first paragraph after the word mentioned there, sold to Sri Gurupada Bhadra should be added and in the second paragraph of the same page instead of Sri Rabindra Narayan Sarkar and Sri Manindra Krishna Sarkar of 1/5, Moni

Mukherjee Road, Ballygunje as joint vendors, Sri Gurupada Bhadra as vendor and in the sixth line of the same paragraph Volume no.37 should be corrected as 44, from pages 261 to 263 instead of 188 to 192 and deed no.2080 instead of 1635 is required to be incorporated and paragraph no. 3 of page 2 continuing to page no. 3 should be ignored as the same is repetition of paragraph no. 1 of the 2nd page with wrong description of deed, such incorporation shall however not change the nature, character, location, description and the measurement of the property as mentioned in the Schedule of the Development Agreement dated 27/09/2014. Accordingly by virtue of a deed of Declaration (Rectification), registered in the office of D.S.R.III, Book no. IV, Volume no.1603-2016, from pages 10496 to 10513, Deed no. 169300559 for the year 2016, the same was corrected.

AND WHEREAS the Developer herein desired to sell one of the flats situated on the Southern side of the First floor, measuring 1336 sq. ft super built up area and a covered car parking space measuring 125 sq. ft for valuable consideration in the said

building Municipal address being 1635, Raj Danga Main Road, P.S Kasba, Kolkata-700107, which is under construction.

AND WHEREAS one Sri Pratip Dutta, son of Prabodh Dutta, of Flat no.6, 3rd floor, "Sundaram", 5/2, Raja S.C. Mullick Road, P.S Jadavpur, P.O. Jadavpur, Kolkata-700032, who had been looking for a suitable flat for residential purpose, agreed to purchase the flat on sale situated on the Southern side of the First floor, measuring 1336 sq. ft super built up area and a covered car parking space measuring 125 sq.ft for valuable consideration in the said building Municipal address being 1635, Raj Danga Main Road, P.S Kasba, Kolkata-700107, which is under construction approached the Developer herein to purchase the said flat with a car parking space and accordingly the vendors, Developer and the said Sri Pratip Dutta as purchaser entered into an agreement for sale on 27/05/2016 with terms and conditions contained therein and in terms of the said Agreement for sale the said Sri Pratip Dutta paid the entire sale consideration of the said flat and the covered car parking space to the Developer. Details of Payment made to the Developer - by Cheque No 000015 dt 18/04/2016

for Rs.1,00,000/-, Cheque No-000026 dt-30/08/2016 for Rs.3,00,000/- Cheque No-000027 dt 28/09/2016 for Rs.3,62,400/-, Cheque No-000025 dt 19/12/2016 for Rs.5,00,000/-, Cheque No -000045 dt 01/06/2016 for Rs.5,00,000/-, and Direct Payment by HDFC Ltd to S. M. Construction on 30/06/2016 of Rs.25,00,000/-, dated 13/01/2017 of Rs.10,00,000/- and dt 22/06/2016 of Rs.10,55,600 Totalling of all payments of Rs.63,18,000/- (Sixty three Lakhs Eighteen Thousand). Although the entire payment was made but no registration of Deed of conveyance in respect of the abovementioned flat along with a covered car parking space has yet been done. Now due to personal problems the said Sri Pratip Dutta, i.e. the Assignor and Confirming party no. 2 herein with the approval, consent and concurrence of the Vendors/owners and the Developer herein, expressed his willingness to transfer the said flat with the covered car parking space to any prospective purchaser/s.

AND WHEREAS having come to know the intention of the said Sri Pratip Dutta, i.e the Assignor/Confirming party no. 2 herein, Sri Durga Sankar Chakrabarti, son of late Jatindra

Nath Chakrabarti and Smt Nivedita Chakrabarti, wife of Sri Durga Sankar Chakrabarti, as the ultimate purchasers herein satisfied with the clear title of the property and nature of construction, have agreed to purchase the said flat situated on the Southern side of the First floor, measuring 1336 sq. ft super built up area and a covered car parking space measuring 125 sq. ft for valuable consideration in the said building Municipal address being 1635, Raj Danga Main Road, P.S Kasba, Kolkata-700107, more fully described in the schedule "B" hereunder written and offered to pay a total sum of Rs.65,00,000/- (Rupees Sixty Five lakhs) only being the full and final sale consideration of the said flat and a covered car parking space to the Sri Pratip Dutta, i.e. the Assignor/Confirming party no. 2 herein which is confirmed by the owners and Developer.

AND WHEREAS the said Sri Pratip Dutta i.e. the Assignor/Confirming Party no.2 has agreed to assign, transfer ALL THAT flat situated on the Southern side of the First floor, measuring 1336 sq. ft super built up area and a covered car parking space measuring 125 sq. ft for valuable consideration in the said building Municipal address being 1635, Raj Danga Main Road,

P.S Kasba, Kolkata-700107, more fully described in the schedule "B" hereunder written to the Purchasers herein for a total sum of Rs.65,00,000/- (Rupees Sixty Five lakhs) only being the full and final sale consideration of the said flat and a covered car parking space and the Vendors herein have agreed to sell and the Developer/Confirming Party has agreed to confirm the sale of the said flat and one earmarked covered car parking space measuring 125 Sq. Ft to the purchasers herein subject to compliance of the terms and conditions contained herein as per Agreement to Sale dated 16th day of June, 2018.

THE OWNERS FURTHER DECLARE:-

- a. There are no suits and/or proceeding and/or litigation pending in respect of the premises or any part thereof.
- b. No person other than the owners has any right, title and Interest of any nature whatsoever in the said premises or any part thereof.

- c. The right, title and interest of the owners in the premises are free from all encumbrances whatsoever and they have a good and marketable title thereto.
- d. There is no thika tenant in the premises and the owners have received no notice of any such claim or proceedings.
- e. No part of the premises has been or is liable to be acquired under the Urban Land (ceiling & Regulations) Act. 1976 and/or under any other law and no proceedings have been initiated or are pending in respect thereof.
- f. The premises or any part thereof is at present not affected by any requisition or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice of intimation about any such proceeding has been received or come to the notice of the owners.
- g. Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree

or order of any Court of law or due to Income Tax, Revenue or any other public demand.

- h. The owners have not in any way dealt with the premises whereby the right, title and interest of the owners therein is or may be affected in any manner whatsoever.
- i. There are no debottar Trust, Wakfs, tombs, mosques, Burial grounds and/or any charge or encumbrances relating to or in the premises or any part thereof.

NOW THIS INDENTURE WITNESSETH :-

THE OWNERS shall mean and include 1) **SMT. ILA DAS**, wife of late Monmohan Das, by faith a Hindu by occupation House wife,, 2) **SRI JAYANTA DAS**, and 3) **SRI GOUTAM DAS**, both sons of Late Monmohan Das, by faith a Hindu, by occupation Business, all of them presently residing at 48, Rajdanga Main Road, also known as 1, Rajdanga School Road, P.S Kasba, Kolkata 700107, 4) **SMT. NAMITA DAS**, wife of Sri Subol Chandra Das, by faith a Hindu, by occupation House wife, residing at BB-109, Rajdanga Sarat Park, P.S Kasba, Kolkata-

700107, and 5) **SMT. ANITA DEY**, wife of Sri Kamal Krishna Dey, by faith a Hindu, by occupation House wife, residing at 26, Rajdanga Main Road, Ram Krishna Pally, P.S Kasba, Kolkata-700107 of the land and premises mentioned hereinabove and their respective heirs executors, administrators, legal representatives, successors-in- interest and or assigns.

THE DEVELOPER/PROMOTER/CONFIRMING PARTY shall mean and include **M/S S.M CONSTRUCTION**, a proprietorship Firm having its registered office at 2, Sarat Park, Nabapally, P.O- E.K.T.P, P.S-Kasba Kolkata-700107, being represented by its sole proprietor namely **SRI SUKHENDU MAITRA**, son of late Adhir Chandra Maitra, residing at 8, Sarat Park, Nabapally. P.O- E.K.T.P, P.S Kasba Kolkata- 700107, hereinafter called the **DEVELOPER/PROMOTER/CONFIRMING PARTY NO.1** which includes it's successor or successors-in- Interest, legal representatives, nominees and/or assigns.

THE PURCHASERS shall mean and include 1) **SRI DURGA SANKAR CHAKRABARTI**, son of Late Jatindra Nath Chakrabarti, and 2) **SMT NIVEDITA CHAKRABARTI**, wife of

Sri Durga Sankar Chakrabarti, both are residing at Premises no. 339, Shanti Pally, P.S Kasba, P.O. E.K.T.P, Kolkata-700107 and their respective heirs, executors, administrators, legal representatives, successor or successors-in-interest, and/or assigns

ASSIGNOR/CONFIRMING PARTY NO 2 shall mean and include:-

SRI PRATIP DUTTA, son of Prabodh Dutta, by faith a Hindu, by occupation Service, residing at Flat No.6, 3rd floor, "Sundaram", 5/2, Raja S.C. Mullick Road, P.S Jadavpur, P.O. Jadavpur, Kolkata-700032 and his heirs, executors, administrators, legal representatives, successor or successors-in-interest, and/or assigns.

LAND shall mean **ALL THAT** piece and parcel of total land measuring 6(six) Cottahs and 2(two) sq.ft be the same a little more or less lying, situated at Mouza Kasba, comprised in Dag no. 3232, khatian no.128, Touzi no. 145, R.S No. 233, J.L No. 13, Now being premises no. 1635, Rajdanga Main Road, P.S

Kasba, Kolkata-700107, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 107, more fully described in the Schedule hereunder written, free from all encumbrances, claims, demands action etc. more fully described in the schedule hereunder written and clearly shown in the Map/Plan annexed hereto marked with RED border.

PLAN shall mean the plan building permit no. and has already commenced construction work in accordance with Building Permit no. 2015120009, Dated 07/04/2015 sanctioned and approved by the Kolkata Municipal Corporation and shall also, wherever, context permits, include such plans, drawings, designs, elevations and specification to be prepared by the Architect, including any variations/modifications therein if any.

PROJECT shall mean the work or development undertaken by the Developer in pursuance thereof till the development of the premises be completed and possession of the complete unit/flat is taken over by the respective flat/unit owners.

BUILDING shall mean the said proposed multistoried building to be constructed on the land, comprised in the said premises fully mentioned and described in the schedule 'A' hereunder written.

THE SAID PREMISES shall mean and include ALL THAT piece and parcel of total land measuring 6(six) Cottahs and 2(two) sq.ft be the same a little more or less lying, situated at Mouza Kasba, comprised in Dag no. 3232, khatian No.128, Touzi no. 145, R.S No. 233, J.L No. 13, Now Municipal premises no. 1635, Rajdanga Main Road, P.S Kasba, Kolkata-700107, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 107, Assessee no. 31-107-16-2369-9, more fully described in the Schedule hereunder free from all encumbrances, claims, demands action etc. more fully described in the schedule hereunder written and clearly shown in the Map/Plan annexed hereto marked with RED border and includes all common areas and/or parts and facilities thereof.

OWNERS' ALLOCATION/AREA shall mean total 50% (fifty) of the super built up constructed area as per building plan to be sanctioned by the Municipal Authority and the Owners' share shall be allotted in the proposed building upon completion, along with undivided, impartible, proportionate share of land underneath attributable to the said area of the owners and the final distribution of flats of the owners shall be one entire floor on the second floor and entire third floor of the proposed building along with fifty percent of car parking space in the ground floor. The parties herein have agreed to execute and sign a supplementary Agreement in that regard, if necessary.

DEVELOPER/PROMOTER'S area shall mean the 50% (fifty percent) of the super built up constructed area along with 50% (fifty percent) of the car parking spaces as per the plan to be sanctioned by the Municipal Authority of the flats/units, car parking space in the ground floor, however such shares of owners as well as developer/promoter shall include common areas, parts, passages, space etc. along with undivided impartible proportionate share of land underneath and the Developer's share shall be shall be one entire floor on the first

floor and entire fourth floor of the proposed building along with fifty percent of car parking space in the ground floor after obtaining sanction of plan.

THE FLAT/UNIT shall mean and include the absolute right, title or interest of and in the said flat / unit and the properties appurtenant thereto and the proportionate undivided ownership in the land underneath the said building together with the common areas and parts and easements granted and/or to be enjoyed by the owners and other purchasers/s subject to the easements reserved to the owners and the Developer/ Promoter and/or the obligations to be observed by the owners and other purchasers/s and payment of the proportionate common expenses and costs of maintenance herein.

THE SAID FLAT/UNIT shall mean and include flat situated on the Southern side of the First floor, measuring 1336 sq. ft super built up area and one earmarked covered car parking space measuring 125 sq.ft Municipal address being 1635, Raj Danga Main Road, P.S Kasba, Kolkata-700107, more fully described in

the schedule "B" hereunder written and clearly shown in the Maps/Plans annexed hereto marked with RED border.

PROPERTIES APPURTENANT THERETO shall mean and include the common areas and/or parts and/or amenities and facilities of the said building together with the easements rights hereby granted and/or to be enjoyed by the owners and other purchasers/s as morefully mentioned in the schedule hereunder written and the proportionate undivided share, right, title and interest in the land underneath the said building and premises.

SUPER BUILTUP AREA shall mean and include proportionate share of common services and the built up areas of the flat calculating measurement from outer wall to the outer wall including staircase landing and other constructed common areas.

COMMON EXPENSES shall mean and include all expenses to be incurred by the co-owners for the maintenance, management and up-keep of the said building and premises and/or expenses for common purpose of the co-owners

including those mentioned in the schedule hereto upon completion and handing over of the flats to respective owner.

COMMON PURPOSES shall mean the purpose of managing and maintaining the said building and premises and in particular the common areas and parts thereof collection and disbursement of money from co- owners in common interest and in relation to their mutual rights and enjoyment of their respective flats and/or undivided portions or land exclusively and the said building and easements appurtenant thereto.

COMMON AREAS AND PARTS shall mean and include the portions of the land building or structures described in the schedule hereunder written to be used and enjoyed in common with others.

EASEMENT GRANTED TO THE CO-OWNERS shall mean those easements, Quasi-easements right to be granted by the owners/owners to the purchasers/s as mentioned and described in the schedule hereunder written.

COMMON USER RIGHT TO COMMON PASSAGE OR PATHWAYS

shall mean the right of common user of the common paths, passages entrances and areas to be enjoyed with the owners or occupiers of other flats of the said building. This also comes within the expression 'common Areas' which includes corridor, passage, stair case, stair landing, electric meter room, lift, lift shaft, pump room, water reservoir, over head water tank, and all other common areas, including terrace/ roof, space and attachments to be used commonly by the occupants of the building with easement rights as mentioned in the Schedule hereunder written.

FORCE MEJURE CLAUSE shall mean and include earth quake, tempest, flood, fire and other natural calamities.

SYNDICATE shall mean the association or a scheme for forming an association of all the owners of flats including an ad-hoc committee for interim period if and when formed in future for the purpose of the said building and properties appurtenant thereto and all its affairs including repairs,

maintenance, up-keep and protection as well as payment of taxes and all other common purposes.

NOW THIS INDENTURE FURTHER WITNESSETH

That in pursuance to the said agreement for sale executed by and between the PARTIES hereto and the consideration of the said total sum of Rs.65,00,000/- (Rupees Sixty-five lakhs) only paid by the PURCHASERS to the ASSIGNOR/CONFIRMING PARTY NO-2 i.e. Sri Pratip Dutta at or before the execution of these present (the receipt whereof the Confirming Party No.2 AND Vendors, Developer doth hereby written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the purchasers and also the said Flat hereby intended to be sold and transferred) and the VENDORS do hereby sell, transfer, convey and assign unto the purchasers ALL THAT flat situated on the Southern side of the First floor, measuring 1336 sq. ft super built up area and one Earmarked covered car parking space measuring 125 sq.ft duly marked with RED border in the plan annexed hereto for valuable consideration in the said building with undivided,

proportionate share in the land attributable to the said flat, with right to use of common space, passage, stair case, stair landing, lift, ultimate roof with right to enjoyment of common facilities, benefit, amenities, privileges etc appertaining thereto lying, situate at and Municipal premises no. being 1635, Raj Danga Main Road, P.S Kasba, Kolkata-700107, within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 107, District 24 Parganas South, together with undivided proportionate share or interest in the land as described in the schedule "A" hereunder written together with proportionate share of undivided land along with common areas in the building standing thereon and common tights for common service areas like stairs, common access, etc. morefully and particularly mentioned and described in the schedule "A" below together with proportionate share of staircase, landings, Lift, common proportionate, right of the top floor roof, all other common rights, common areas and facilities and common passages provided to the said building and also together with undivided and importable proportionate share of the land more fully and particularly described in the Schedule "B" hereunder written free from all encumbrances TO HAVE AND TO HOLD

the said unit absolutely and forever free from all encumbrances, charges, liens, lispendens, attachments, trust whatsoever or Howsoever together with the right to use the common areas, installations and facilities in common with the vendor and co-purchaser and the Owner and the other lawful occupants of the new building together with all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment thereof by the various flats/units in the said building by the respective owner and/or occupants of the said building **TO HAVE AND TO HOLD** the said unit and the properties appurtenant thereto hereby sold, transferred, convey and conveyed and every part thereof unto and to the use of the purchaser subject to the making payment of the maintenance charges and other charges payable in respect of the said unit and the properties appurtenant thereto (morefully and particularly mentioned and described in the Schedule "D" hereunder written) and the vendor and each of them respectively do hereby release, relinquish, disclaim or disown all their respective right and title and interest and/or upon the said unit and the properties

appurtenant thereto unto and to the use of the purchaser herein.

2. Subject to the condition mentioned in the "C" and "D" Schedule forming integral part of this Deed of Conveyance the Vendor doth hereby convenient with the purchaser as follows:-

- a) That notwithstanding any act deed matter or things done by the owner/ Vendor knowingly suffered to the contrary the Vendor are lawfully rightfully and absolutely seized and possessed for otherwise well and sufficiently entitled to the said unit together the properties appurtenant or expressed or intended so to be and/or every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition or trust or any other thing whatsoever not contemplated by these presents so as to defeat encumber or make void the same and that notwithstanding any such act deed, matter or thing or as aforesaid the Vendors have now rightful and absolute authority to sell, transfer and covey the said Flat and the proportionate importable and undivided share or interest in the said land and the right of user of common areas,

parts and the privileges and facilities hereby sold, conveyed, transferred, granted, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser.

- b) That the purchaser and their legal heirs shall and will and at all times hereafter peacefully and quietly possess and enjoy the said unit and the properties appurtenant thereto and receive the rents issues and profits thereof and have right to transfer by way of sale, lease, gift, Will or mortgage or any other alienations etc. without interruption claim or demand whatsoever from or by the vendor or any person or persons having lawfully or equitably claiming any estate right, title and Interest whatsoever from under or in trust for the vendor.
- c) That the vendor and all persons having lawfully or equitably claiming any estate right, title and interest whatsoever in the said unit or any part thereof or from under or in trust for the vendor shall and will from time to time and at all times hereinafter at the request and cost of the purchaser do execute or cause to be done or executed

all such acts, deeds and things whatsoever for further better or more perfectly assuring the title of the said unit and every part thereof and the properties appurtenant thereto unto and to the use of the purchaser in the manner aforesaid as shall or may reasonably be required.

- d) The vendor shall 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 purchasers or to their Advocate or agent at any time of hearing, commission, examination or otherwise as occasion shall require the deeds and documents mentioned and described herein (as will be available with the vendor) for the purpose of showing the purchasers' title to the said Flat and the said proportionate undivided share or interest in the said land and the user of common areas privileges and facilities hereby sold, granted, conveyed, transferred, assured or assigned or expressed or intended so to be and every part thereof and also at the like request and cost deliver or cause to be delivered to the said purchasers such attested or other copies or extracts

from the said documents of title as may be required and in the meantime unless prevented by fire or other unavoidable accident or acts of God keep the said deed and documents safe un-obliterated and un-cancelled.

- e) The Vendor shall deliver khas vacant and peaceful possession of the said flat to the purchaser simultaneously with the execution and registration of the said Deed of conveyance.
- f) That the vendor shall co-operate with the purchaser in getting the name of the purchaser mutated in the Govt. Record as well as in the Records of Kolkata Municipal Corporation.
- g) That the vendor shall on being called upon by the purchaser sign all papers, applications and/or make declarations, affidavits and other writings as may be necessary and thought fit for the purpose of formation and/or registration of the Apartment owners' Association.

SCHEDULE 'A'**(DESCRIPTION OF THE MOTHER PREMISES)**

ALL THAT piece and parcel of total land measuring 6(six) Cottahs and 2(two) sq. ft be the same a little more or less lying, situated at Mouza Kasba, comprised in Dag No. 3232, khatian no.128, Touzi no. 145, R.S No. 233, J.L No. 13, Now being premises no. 1635, Rajdanga Main Road, P.S Kasba, Kolkata-700107, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 107, Assesse no. 31-107-16-2369-9 free from all encumbrances, claims, demands action etc. clearly shown in the Map/Plan annexed hereto marked with RED border butted and bounded:

ON THE NORTH : By 25' wide Municipal Road known as Rajdanga Main Road.

ON THE SOUTH : By premises no.1 Rajdanga School Road.

ON THE EAST : By land under Dag No. 3233.

ON THE WEST : By land under Dag No. 3231.

SCHEDULE 'B'

(Description of the flat to be sold)

ALL THAT the self-contained residential Marble floor flat on the Southern side of the First floor, measuring 1336 sq. ft super built up area and one Earmarked covered car parking space measuring 125 sq. ft duly marked with RED border in the plan annexed hereto for valuable consideration in the said building with undivided, proportionate share in the land attributable to the said flat, with right to use of common space, passage, stair case, stair landing, lift, ultimate roof with right to enjoyment of common facilities, benefit, amenities, privileges etc appertaining thereto lying, situate at and Municipal premises no. being 1635, Raj Danga Main Road, P.S Kasba, Kolkata-700107, within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 107, District 24 Parganas South. Assesse No- 31-107-16-2369-9, together with proportionate share of common proportionate, top floor roof right, all other common rights, common areas and facilities and common passages provided to the said building and also together with undivided

and Importable proportionate share of the land as shown in the map or plan annexed hereto and thereon bordered with "RED" Colour and the said flat is free from all encumbrances and charges which is more fully and clearly described in the schedule below.

SCHEDULE "C" ABOVE REFERRED TO.

(Proportionate right in common areas etc.)

- (a) The proportionate undivided share of land comprised in the premises and proportionate all easement rights and appurtenances on which the building is constructed.
- (b) The foundation columns, beams supplrts, main walls, corridors, lobbies, stairways, entrance to and exit from the building has been constructed on the said land.
- (c) Installation of common services, such as water tank, sewerage lines, staircase, lighting, Lift, Captive Power etc.
- (d) Pump, Motor, pipes and all apparatus and installations in the said building for common use.
- (e) Right of the top floor roof including staircase.

- (f) Underground water Reservoir and the overhead water tank.
- (g) Septic Tank.
- (h) The undivided proportionate share of land hereinabove transferred, conveyed, granted and assured unto in favour of the purchaser and the proportionate right in common areas shall always remain impartible.

SCHEDULE "D" ABOVE REFERRED TO

(Costs, expenses and outgoing and obligation for which all
purchasers are to contribute proportionately)

- (a) The expenses of maintaining, repairing, decorating and renewing, the main structure and in particulars the drains systems, septic tank, rain water discharge arrangement, water supply system, supply of electricity to all common areas, mentioned in the Schedule- "E" hereto.

- (b) The expenses of repairing maintaining white washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the Schedule "E" above written.
- (c) The cost of cleaning and lighting of the entrance of the building, passages and spaces around the building lobby, corridors, staircase and other common areas.
- (d) Salaries, wages, fees, and remunerations of sweepers, Plumbers, electricians, caretakers or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

SCHEDULE "E" ABOVE REFERRED TO.

(Common Expenses)

- 1. ALL costs of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating,

redecorating and lighting the common parts and also the outer walls of the building.

2. The salaries of all persons employed for the same purposes.
3. Insurance premium for insuring the building against earthquake, fire lighting, mob damage, civil commotion etc.
4. ALL charges and deposits for supplies of common utilities.
5. Municipal taxes and other outgoings save those separately assessed on the respective units.
6. Cost and charges of establishments for maintenance of the building and for watch and ward staff.
7. ALL litigation expenses for protecting the title of the land and building.
8. The office expenses incurred for maintaining the office for common purposes.

9. ALL other expenses and outgoings as are deemed by the owner to be necessary incidental for the regulating inter rights of the purchaser.
10. ALL expenses referred to above shall be borne by the purchasers on end from the date of taking charge and/or possession of the respective units complete in all respect including all common facilities attached to the Building.

For S. M. CONSTRUCTION
D. S. Mohan Rao

Proprietor