

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made on this _____ day
of ----- in the year Two Thousand Twenty-Six (2026) of the
Christian Era.

B E T W E E N

ADITYA GUPTA, PAN DVWPG2770P, Aadhaar No. 5885 3261 2514, son of Lakhi Prasad Gupta, by Occupation – Business, by Faith – Hindu, by Nationality – Indian, residing at 29/H/26, Cossipore Road, P.O. & P.S. Cossipore, Kolkata – 700 002, hereinafter called and referred to as the **LANDOWNER/OWNER/VENDOR** [which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns] of the **ONE PART**.

That the Vendor are represented by their constituted Attorney of **SREE MAHABEER CONSTRUCTION**, PAN- ACJFS9498K, a Partnership Firm, having its office address 10/1c, Gopal Chandra Chatterjee Road. P.O. & P.S. Cossipore, Kolkata - 700 002, represented by its Partners namely (1) **MR. PRADEEP KUMAR YADAV**, PAN- ACIPY7596B, Aadhaar No. 8803 8835 2467, son of Hanuman Prasad Yadav, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 38/A, Gopal Chandra Chatterjee Road. P.O. & P.S. Cossipore, Kolkata - 700 002, (2) **MR. DHRUB KUMAR MANJHI**, PAN- APMPM5820R, Aadhaar No.4595 4276 7586, son of Late Motilal Manjhi, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 22, Gobinda Mandal Lane, P.O. & P.S. Cossipore, Kolkata - 700 002, (3) **MR. LAKHI PRASAD GUPTA**, PAN AFFPG2147C, Aadhaar No. 5503 2576 7885, son of Sital Prasad Gupta, by faith - Hindu, by nationality - Indian, by occupation -Business, residing at 29/H/26, Cossipore Road, P.O. & P.S. Cossipore, Kolkata - 700 002, District 24-Parganas (North), by virtue of a **Development Power of Attorney** dated **12/12/2025** registered at Additional District Sub Registrar at Cossipore Dum Dum and the same was recorded in Book No. 1, Volume No. 1506-2025, Pages 382342 to 382358, Being No. **13432**, for the year **2025**.

A N D

SREE MAHABEER CONSTRUCTION, PAN- ACJFS9498K, a Partnership Firm, having its office address 10/1c, Gopal Chandra Chatterjee Road. P.O. & P.S. Cossipore, Kolkata - 700 002, represented by its Partners namely (1) **MR. PRADEEP KUMAR YADAV**, PAN- ACIPY7596B, Aadhaar No. 8803 8835 2467, son of Hanuman Prasad Yadav, by faith - Hindu, by Nationality - Indian, by occupation

- Business, residing at 38/A, Gopal Chandra Chatterjee Road. P.O. & P.S. Cossipore, Kolkata - 700 002, (2) **MR. DHRUB KUMAR MANJHI**, PAN-APMPM5820R, Aadhaar No.4595 4276 7586, son of Late Motilal Manjhi, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 22, Gobinda Mandal Lane, P.O. & P.S. Cossipore, Kolkata - 700 002, (3) **MR. LAKHI PRASAD GUPTA**, PAN AFFPG2147C, Aadhaar No. 5503 2576 7885, son of Sital Prasad Gupta, by faith - Hindu, by nationality - Indian, by occupation -Business, residing at 29/H/26, Cossipore Road, P.O. & P.S. Cossipore, Kolkata - 700 002, hereinafter called and referred to as the hereinafter called and referred to as the **'DEVELOPER'** [which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors-in-office, successors-in-interest and assigns] of the **SECOND PART**.

A N D

[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, _____, (Aadhaar no. _____) 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-ininterest, 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, _____, (Aadhaar no. _____) 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/Purchaser/s is an Individual]

Mr./Ms. _____, (Aadhaar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee/Purchaser/s" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) 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) of the **THIRD PART.**

WHEREAS by an Indenture dated **25/01/1963** registered at the office of the **Sub-Registrar Cossipore, Dum Dum** in Book No. I, Volume No. 2, Pages 248 to 257, Being No. **546** for the year **1963**, **M/S. Kapoor Hosiery Factory (Private) Limited**, became absolutely seized and possessed of or otherwise well and sufficiently entitled to in fee simple possession of ALL THAT piece and parcel of land containing by admeasurement an area of **4 Bighas 4 Cottahs 15 Chittacks 24 Sq.ft.** be the same a little more or less together with old buildings, messuages,

tenements hereditaments and structures built up thereon situate lying at and being a portion of Municipal Premises No. **8, South Sinthee Road**, Calcutta (formerly Kolkata) comprised in Division I, Sub-Division 14, Holding No. 130 and 135, Mouza - East Uttarpara, P.S. Cossipore, **Sub-Registration office Cossipore, Dum Dum in the District** of 24-Parganas AND ALSO ALL THAT piece and parcel of land containing by admeasurement an area of 2 Cottahs 11 Chittacks and 35 Sq. ft. be the same a little more or less situate lying at and being a portion of Municipal Premises No. 5, South Sinthee Road, Kolkata (formerly Calcutta) comprised in Division I, Sub-division 14, Holding No. 136 of the Collectorate of 24-Parganas in Dihi Panchannagram, Mouza - Sinthee, Purba-Uttar in the District of 24-Parganas herein after collectively referred to as the "ENTIRE PREMISES" at or for the consideration mentioned therein.

AND WHEREAS the said **Kapoor Hosiery Factory (Private) Limited** being the absolute lawful owner of the said property sold and transferred divided and demarcated portions of the Entire Premises from time to time in favour of various Purchasers.

AND WHEREAS in view of the aforesaid the said **M/s. Kapoor Hosiery Factory (Private) Limited** was thus seized and possessed of or otherwise well and sufficiently entitled to ALL THAT demarcated portion of piece and parcel of land containing by admeasurement an area of **4 Cottahs 10 Chittaks 39 Sq.ft.** be the same a little more or less equivalent to **3369 Sq.ft.** together with the corrugated sheds, tin structures, messuages, tenements and hereditaments situate thereon being portion or part of premises No. **8, South Sinthee Road**, Since renumbered as Premises No. **8J, South Sinthee Road**, P.S. Cossipore, Kolkata in the Dist. of North 24-Parganas hereinafter referred to as the "said premises" free from all encumbrances charges, lien, lispensens, trusts, attachments, claims and demands whatsoever or howsoever.

AND WHEREAS said **SARVMANGALA TEXTILES PRIVATE LIMITED** being represented by its authorized person "as Director" of the company **SRI ABHILASH MEHROTRA**, was purchased a plot of land containing by admeasurement an area of **4 Cottahs 10 Chittaks 39 Sq.ft.** be the same a little more or less equivalent to **3369 Sq.ft.** together with the corrugated sheds, tin structures, thereon being portion or part of Premises No. **8, South Sinthee Road**, since renumbered as

premises no. **8J, South Sinthee Road**, P.S. Sinthee (now) & Cossipore (previously), **Kolkata**, in the Dist. of North 24-Parganas, from **M/s. Kapoor Hosiery Factory (Private) Limited**, represented by **DINESH CHANDRA TANDON** (the Vendor therein) and **SARVMANGALA TEXTILES PRIVATE LIMITED** being represented by its authorized person "as Director" of the company **SRI ABHILASH MEHROTRA** (the Purchaser therein), by way of a Registered Deed of Conveyance, registered at A.R.A. – II, Kolkata and recorded in Book No. I, Volume No. 1902-2015, pages from 130077 to 130097, being No. 9635, for the year 2015, which was executed on 07/05/2002 and date of completion 28/09/2015, against the valuable consideration.

AND WHEREAS after purchase, **SARVMANGALA TEXTILES PRIVATE LIMITED** being represented by its authorized person "as Director" of the company **SRI ABHILASH MEHROTRA** executed a Registered Development Agreement with Krittika Construction (Developer therein) duly registered at A.D.S.R. Cossipore Dum Dum, on 04/08/2016 and recorded in Book No. 01, Volume No. 1506-2016, Pages from 235383 to 235428, being Deed No. 6251 for the year 2016, which was already been cancelled by and between the parties by the Registered Cancellation of Development Agreement duly registered at A.D.S.R. Cossipore Dum Dum, on 31/08/2023 and recorded in Book No. 1, Volume No. 1506-2023, page from 275740 to 275755, being Deed No. 9571 for the year 2023, As well as one Registered Development Power of Attorney was executed in the name of the Developer duly registered at A.D.S.R. Cossipore Dum Dum, on 04/08/2016 and recorded in Book No. 1, Volume No. 1506-2016, Pages from 236182 to 236210, being Deed No. 6275 for the year 2016, which was also been cancelled by and between the parties duly registered at A.D.S.R. Cossipore Dum Dum, on 31/08/2023 and recorded in Book No. IV, Volume No. 1506-2023, page from 4803 to 4813, being Deed No. 300 for the year 2023.

AND WHEREAS thereafter **SARVMANGALA TEXTILES PRIVATE LIMITED** being represented by its authorized person "as Director" of the company **SRI ABHILASH MEHROTRA** therein is thus seized and possessed of or otherwise well and sufficiently entitled of the said property applied before the Deputy Director/Deputy Chief Inspector of Factories (Statistic Cell) Kolkata on 07/09/2023 to know the Existence of factory name/record if any in the schedule property being premises

no. 8, South Sinthee Road, Kolkata – 700 002 (thereafter 8J, South Sinthee Road, Kolkata – 700 050, presently 8J, Ganapati Sur Sarani, Ward No. 2, P.O. & P.S. Sinthee, Kolkata – 700 050) and in this respect one letter vide letter number 201/EO dated 11/09/2023 issued by Assistant Director/Inspector of Factories, Govt. of West Bengal, intimated that “the factory named as KAPOOR HOSIERY FACTORY PVT LTD situated at 8, South Sinthee Road, Kolkata – 700 002, had been crossed off from the list of registered factories, maintained in on-line mode by this Directorate”. And also, Deputy Director/Deputy Chief Inspector of Factories (Statistic Cell) Kolkata have declared that as per their office record there is no registered factory at the premises having the above-mentioned address, through vide Letter number 178/Gen/EO dated 16/07/2025, against the letter dated 21/05/2025, which was Send by the **SARVMANGALA TEXTILES PRIVATE LIMITED** being represented by its authorized person "as Director" of the company **SRI ABHILASH MEHROTRA**.

AND WHEREAS after purchase, the **SARVMANGALA TEXTILES PRIVATE LIMITED** being represented by its authorized person "as Director" of the company **SRI ABHILASH MEHROTRA** therein is thus seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** demarcated portion of piece and parcel of land containing by ad-measurement an area of 4 Cottahs, 10 Chittacks and 39 Sq. ft. be the same a little more or less equivalent to 3369 sq. ft. together with the corrugated sheds, tin structures, messuages tenements and hereditaments situate thereon being portion or part of premises No. 8, South Sinthee Road, Since renumbered as Premises No. 8J, South Sinthee Road, P.S. Cossipore (old) Sinthee (new), Kolkata in the District of North 24-Parganas, Ward No. 2, Under K.M.C., together with the right of ingress and egress over the 20 feet wide South Sinthee Road now as Ganapati Sur Sarani on the Western side of the said premises free from all encumbrances, charges, lien, lispens, trusts, attachments, claims and demands whatsoever or howsoever;

AND WHEREAS the **SARVMANGALA TEXTILES PRIVATE LIMITED** being represented by its authorized person "as Director" of the company **SRI ABHILASH MEHROTRA** therein is thus seized and possessed of or otherwise well and sufficiently entitled to the said property applied before the Kolkata Municipal Corporation for mutated their name and got the separation mutation from the old Assessee No. vide new **Assessee No. 110022530446** and premises no. 8J/4,

Ganapati Sur Sarani (previously South Sinthee Road), P.S. Sinthee, under ward no. 002, Kolkata – 700 050.

AND WHEREAS one Aditya Gupta i.e. Landowner/owner/vendor herein, became the absolute owner in respect of ALL THAT piece and parcel of a plot of land measuring an about **4 (four) Cottahs 10 (ten) Chittacks 39 (thirty-nine) Sq. ft.** be the same a little more or less equivalent to **3369 sq. ft.** together with old dilapidated **tin shed** structure measuring **500 sq.ft.** more or less standing thereon (having **cemented** floor), being portion or part of premises No. **8, South Sinthee Road**, Since renumbered as Premises No. **8J, South Sinthee Road**, P.S. Cossipore (old) Sinthee (new), then **Ganapati Sur Sarani**, Kolkata, presently known as **8J/4, Ganapati Sur Sarani**, P.O. & P.S. Sinthee, Kolkata – 700 050, Ward No. 2, Under Kolkata Municipal Corporation, Assessee No. **110022530446**, together with the right of ingress and egress over the 20 feet wide South Sinthee Road now as Ganapati Sur Sarani on the Western side of the said premises, which is more fully and particularly described herein the Schedule – ‘A’ below, from **SARVMANGALA TEXTILES PRIVATE LIMITED**, represented by its authorized person “as Director” of the company vide Board of Resolution dated **10/10/2025** namely **ABHILASH MEHROTRA** (the Vendor/Owner therein) and **ADITYA GUPTA** (the Purchaser therein), by way of a registered Deed of Conveyance, registered on **10/11/2025**, registered at A.D.S.R. Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2025, pages 339773 to 339802, being no. 11911, for the year 2025, against the valuable consideration.

AND WHEREAS: The Vendor herein is desirous of erecting and/or constructing a multi-storied building at his said property being Premises No. **8J/4, Ganapati Sur Sarani**, P.O. & P.S. Sinthee, Kolkata – 700 050, after demolishing the existing building therein.

AND WHEREAS: The Vendor, being unable to implement his said desire to erect a multi-storied building, due to paucity of funds and lack of technical knowledge, sought the help of a Developer.

AND WHEREAS: The Developer herein in response to the announcement of seeking help by the Vendor as aforesaid agreed to cause Development in the said Premises No. **8J/4, Ganapati Sur Sarani**, P.O. & P.S. Sinthee, Kolkata – 700 050, at its cost on terms as appearing hereinafter.

AND WHEREAS: that the Vendor executed a registered Development Agreement with the Developer herein on **12/12/2025** and said Development Agreement duly

registered at A.D.S.R. Cossipore Dum Dum and recorded Book No. I, Volume No. 1506-2025, Pages from 382911 to 382935, being No. 13416, for the year 2025 and terms and conditions mentioned therein and the Vendor executed a Registered Development Power of Attorney on the same date i.e. **12/12/2025** registered at Additional District Sub Registrar at Cossipore Dum Dum and the same was recorded in Book No. 1, Volume No. 1506-2025, Pages 382342 to 382358, Being No. **13432**, for the year **2025**, in favour of **SREE MAHABEER CONSTRUCTION**, PAN- ACJFS9498K, a Partnership Firm, having its office address 10/1c, Gopal Chandra Chatterjee Road. P.O. & P.S. Cossipore, Kolkata - 700 002, represented by its Partners namely (1) **MR. PRADEEP KUMAR YADAV**, PAN- ACIPY7596B, Aadhaar No. 8803 8835 2467, son of Hanuman Prasad Yadav, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 38/A, Gopal Chandra Chatterjee Road. P.O. & P.S. Cossipore, Kolkata - 700 002, (2) **MR. DHRUB KUMAR MANJHI**, PAN- APMPM5820R, Aadhaar No.4595 4276 7586, son of Late Motilal Manjhi, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 22, Gobinda Mandal Lane, P.O. & P.S. Cossipore, Kolkata - 700 002, (3) **MR. LAKHI PRASAD GUPTA**, PAN AFFPG2147C, Aadhaar No. 5503 2576 7885, son of Sital Prasad Gupta, by faith - Hindu, by nationality - Indian, by occupation -Business, residing at 29/H/26, Cossipore Road, P.O. & P.S. Cossipore, Kolkata - 700 002, with a view to the effectuate the construction and for collection from the intending purchaser/purchasers for the purpose of selling out all flats/shops/garages/units from the Developer's Allocation only including right to transfer of the property.

AND WHEREAS that the Developer obtained a building Sanction Plan from the Kolkata Municipal Corporation, being No. **2026010008** dated **30/04/2026**.

AND WHEREAS The Developer after construction of aforesaid building as per sanctioned plan of the Kolkata Municipal Corporation and the Developer have already delivered to the Owner's Allocation of the said building together with all right benefit and amenities and also together with all common areas facilities as defined under Section 3[d] of the West Bengal Apartment Ownership Act, 1972 and rest portion of the said building is absolute right, title and interest of the Developer as per Development Agreement dated **12/12/2025**, made by the Vendor and Developer.

AND WHEREAS the Purchaser/s, the Third part have taken inspection all necessary papers and documents related to non-encumbrances of the Schedule property and have been satisfied with the market ability of the said land and the construction to be undertaken by the Developer based, on his past credibility and solvency and has been satisfied regarding his proposed purchase of the Flat/shop/garage/unit as more fully described in the **SCHEDULE – ‘B’** hereunder to be constructed by the Developer.

AND WHEREAS The Developer(s) have agreed to sell ALL THAT one Self-contained Flat/shop/garage/unit being No. _____, on the _____ Floor, of the _____ side, measuring an about _____ Sq.ft. Carpet area more or less i.e. _____ Sq.ft. Covered area more or less i.e. _____ sq.ft. including super built up area and stair case be the same a little more or less, lying and situated at Premises No. **8J/4, Ganapati Sur Sarani**, P.O. & P.S. Sinthee, Kolkata – 700 050, within the limit of K.M.C. more fully and particularly described in the **SCHEDULE – ‘B’** hereunder written together with undivided proportionate share of Land and common facilities and amenities in connected thereto, comprised in the same premises at a consideration money of **Rs./- (Rupees)** only free from all encumbrances and the Purchaser/s has agreed to purchase the said self-contained Flat/shop/garage/unit particularly described in the **Schedule – ‘B’** hereunder written at a consideration money of **Rs./- (Rupees)** only.

NOW THIS INDENTURE WITNESSETH THAT ::

In pursuance of the Agreement and in consideration of payment of **Rs./- (Rupees)** only paid by the Purchaser/s to the Developer doth hereby grant and transfer by way of sell and deliver vacant and peaceful possession thereof and the Vendor doth hereby confirm unto the Purchaser/s forever all the said Flat/shop/garage/unit being No. _____, on the _____ Floor, of the _____ side, measuring an about _____ Sq.ft. Carpet area more or less i.e. _____ Sq.ft. Covered area more or less i.e. _____ sq.ft. including super built up area and stair case be the same a little more or less, lying and situated at Premises No. **8J/4, Ganapati Sur Sarani**, P.O. & P.S. Sinthee,

Kolkata – 700 050, which is more fully and particularly described in the **SCHEDULE – ‘B’** hereunder written and Map or Plan annexed and part of the said Deed of Conveyance hereinafter referred to as the said Flat/shop/garage/unit together with undivided proportionate share in land and along with common areas and facilities and obligations particularly described in the **SCHEDULE – ‘C’ & ‘D’** hereunder written and together with all appurtenances belonging to or in anywise appertaining to or with the same any part thereof usually held, used, occupied or enjoyed or reputed or known as part or members thereof or be appurtenant thereto and all the estate, right, title, interest, use, inheritance, property, possession, benefit claim and demand whatsoever of the Vendor, into out of or upon the building or any part thereof **TO HAVE AND TO HOLD** the said Flat/shop/garage/unit hereby granted and sold or intended so together with his/her/their every or other rights, members and appurtenances unto and to the use and benefits of the Purchaser/s for ever to be held as heritable and transferable immovable property within the meaning of any law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and subject to the payment of all rents, taxes, assessments rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of West Bengal, Kolkata Municipal Corporation or any other concerned authorities.

AND THE VENDOR AND DEVELOPER HEREBY FOR HIMSELF/HERSELF/THEMSELVES AND HIS HEIRS, EXECUTORS AND ADMINISTRATORS COVENANTS WITH THE PURCHASER/S THAT:

I] The Vendor and Developer now have in himself/herself/themselves good right full power and absolute authority to grant and sell the said Flat/shop/garage/unit thereby granted and sold or intended so to be unto and to the use of the Purchaser/s in the manner aforesaid.

II] The Purchaser/s shall and may at all times hereafter peaceably and quietly enter upon hold, occupy possess and enjoy exclusively the said Flat/shop/garage/unit and receive the rents issues income and profits thereof and of every part thereof for his/her/their own use and benefit without any suit, lawful eviction, interruption and claim and demand whatsoever from or by the Vendor or any person lawfully claiming or to claim by from under or in trust for the Vendor

and all persons having or lawfully claiming any estate, right or interest whatsoever at law in the said Flat/shop/garage/unit hereby granted, sold, expressed so to be by from under or in trust of or the Vendor;

III] The said Flat/shop/garage/unit is free and clear and freely and clearly and absolutely and forever released and discharged or otherwise by the Vendor and well sufficiently saved kept harmless and indemnified or from and against all former and other estate, title, charges and encumbrances, whatsoever, have made executed occasioned or suffered by the Vendor.

IV] The Vendor all and will from time to time and at all times hereafter at the request and cost of the Purchaser/s do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things matters, conveyance and conveyances in the Law whatsoever for the better further and more perfectly and absolutely granted and sold unto and to the use of the Purchaser/s in the manner aforesaid as by the Purchaser/s in law shall be reasonable required.

AND THE PURCHASER/S FOR HIMSELF/HERSELF/THEMSELVES, HIS/HER /THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS DOTH HEREBY COVENANT WITH THE VENDOR AND/OR OTHER CO-OWNERS OF THE OTHER FLAT/SHOP/GARAGE/UNIT IN THE SAID BUILDING THAT:

- A] The Purchaser/s shall pay and bear his/her/their proportionate share or part in the common expenses required of him/her/them to be paid as his/her/their share of expenses.
- B] The Purchaser/s shall use the said Flat/shop/garage/unit for Residential purposes.
- C] The Purchaser/s shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair and any easement.
- D] The Purchaser/s shall maintain the building property and regularly keep the structure load bearing wall and other wall in good and safe condition.

AND IT IS FURTHER AGREED BETWEEN THE PARTIES AS FOLLOWS::

- I} The Purchaser/s shall be liable to pay directly to the authorities concerned in proportion to the Floor area of the said Flat/shop/garage/unit being

SCHEDULE – ‘B’ property hereby conveyed to the Purchaser/s towards payment of Municipal Taxes and other outgoing payment in respect of the property being **SCHEDULE – ‘A’** property.

II} The Purchaser/s shall have full and absolute ownership right such as the Vendor derives from his/her/their save and except that of demolishing or committing waste in respect of the property described in the **SCHEDULE – ‘B’** in any manner so as to affect the Vendor or other co-owners who have already purchased and acquired or any hereafter purchase or acquire similar proprietary rights as covered by this conveyance.

III} The Purchaser/s shall also be entitled to sell, gift, mortgage, lease or otherwise alienate the property hereby conveyed without the consent of the Vendor or any co-owners who may have acquired before any right, title and interest similar to those acquired by the Purchaser/s under the terms of his/her/their conveyance.

IV} The Purchaser/s undivided proportionate share and interest in the soil as more fully described in the **SCHEDULE – ‘A’** hereunder written shall remain joint for all times with the previous Vendor and/or other co-owners who may hereafter or hereto before having acquired right, title and interest in the land and in any Flat/shop/garage/unit in the building it being hereby declared that the interest in the soil is impartible.

V} The Purchaser/s shall have full ownership of the Flat/shop/garage/unit mentioned in the **SCHEDULE – ‘B’** with doors and windows and other fittings and fixtures electrical and sanitary and internal wall inside the Flat/shop/garage/unit.

VI} The Purchaser/s shall be entitled to use the staircase, lift, passages for egress and ingress from the maintenance and underground water reservoir, overhead tank, water line, sewerage, drainage, and septic tank and other common facilities etc. for use the said mentioned in the **SCHEDULE – ‘B’** below.

VII} The Purchaser/s may obtain the separate Electric connection in his/her/their names for the **SCHEDULE – ‘B’** Flat/shop/garage/unit from the C.E.S.C. and the Meter of the said Electric connection will be installed in the Main Meter Box of the main building of the **SCHEDULE – ‘A’** property.

VIII} The parties hereto further agreed and covenant that the Vendor shall pay all arrears of taxes and other outgoings, taxes and the Developer’s shall pay taxes at the time of registration of this Deed of Conveyance and sale of the said property

as per **SCHEDULE – ‘B’** attached in respect of the said building upto the date of registration in the Deed of Conveyance or date of possession whichever is later. The Purchaser/s and Vendor and the other Flat/shop/garage/unit Owners shall jointly pay the Taxes of the entire premises proportionately till the separation of the taxes in respect of the Separate Flat/shop/garage/unit and the Purchaser/s and the Flat/shop/garage/unit Owners will pay separate taxes in respect of his/her/their separate Flat/shop/garage/unit and the Vendor shall not be any way liable or responsible for payment of taxes after possession and Registration or execution of the respective Flat/shop/garage/unit whichever is later. The Purchaser/s agreed and bind and himself/herself/themselves to pay the costs and expenses in connection with installation of Electric Meter and any Security Deposit required to be paid therefore and the Purchaser/s doth hereby also covenant and agreed they shall at all times hereinafter pay or cause to be paid his/her/their share of taxes and outgoings and expenses as mentioned before and shall register the said Apartment/Flat with the West Bengal Apartment Act, 1972 and as amendment including formation of Association and Bye Laws there under and this is also agreed here that all costs, charges and expenses for connection with the Registration and formation of Society or Association as he borne proportionately by the Purchaser/s and other owners of the Flat/shop/garage/unit and/or other Apartment.

COMMON PORTION COMMON TO THE CO-OWNERS OF THE SAID BUILDING :

1. The land, open space, paths, drains, way in the said building.
2. General lighting of the common portion.
3. Sewerage drain from the building to theMunicipal Connection drain and/or sewerages.
4. Common municipal water, tube well if any water tank on the terrace in the said building.

COMMON PARTS :

1. Land underneath the said building described in the “Schedule A”

2. Underground water reservoir.

3. Water and sewerages pipe from units to drain and sewerage common to the said building.

EASEMENT RIGHTS :

1. Right of common passage all the common portions in each and every part thereof the said building including the said unit and including connection for T.V. Pipes labels etc. to the extent if necessary.

2. Right of protection of each portion to each other.

3. Absolute and unencumbered right over the common parts and portions.

4. Such right in support of easement and appurtenances as usually use and occupied or enjoyed as part and parcel of the said undivided share of land and/or the said unit.

5. Right to install T. V. Antenna on the top roof of the said building.

6. Right with workmen, necessary materials to enter upon the said building including the said unit and any other unit for the purpose of repairing any of the common path, common portions or any appurtenances to any units and or anything comprised in any unit in such all cases giving previous notice in writing to the co-owners, affected thereby.

TAXES AND IMPOSITIONS :

1. The Purchaser/s shall from the date of its occupation of the said unit there and pay such proportionate of such municipal taxes and rates or impositions as may be deemed reasonable from time to time to the concern authority.

2. Apart from the amount of such municipal taxes and impositions including the multi storied building tax, Urban Land Tax if and when necessary in respect of the said building proportionate and the said unit wholly.

3. All proportionate each maintenance operating replacing white washing, painting of the outer building, repairing, decorating including the outer walls of the building and boundary walls and determined by the Association of the same.

MAINTENANCE :

1. The expenses of administration maintenance and repair, replacement of the common path and accessories common areas and facilities including white washing painting and decorating and exterior portion of the said building boundary walls, entrance, staircases, common rents, fixtures, fittings and equipments and under or upon the said building enjoyed and used in commonly by the Co-Purchaser/s or the occupiers thereof.
2. Cost of claiming maintenance and lighting the main entrance, passages, landings, staircases.
3. The costs of working repairs replacement and maintenance pump and other plumbing works to be borne by the Purchaser/s only and all other service charges for service under in common to all occupiers.

NOW IT IS FURTHER AGREED AND DECLARED BY THE PARTIES as follows :

The Purchaser/s shall be entitled to sell, gift, mortgage, lease or otherwise alienate to transfer, the property hereby conveyed subject to the terms herein contained to any one without consent of the Vendor or any other who may have acquired before and who may hereafter acquire any right title or interest similar to these acquired by the Purchaser/s under the terms of this Deed of Conveyance.

SCHEDULE – ‘A’ ABOVE REFERRED TO

(said Property)

ALL THAT demarcated portion of piece and parcel of land containing by measurement an area of **4 (four) Cottahs 10 (ten) Chittacks 39 (thirty-nine) Sq. ft.** be the same a little more or less equivalent to **3369 sq. ft.** together with old dilapidated **tin shed** structure measuring **500 sq.ft.** more or less standing thereon (having **cemented** floor), being portion or part of premises No. **8, South Sinthee Road**, Since renumbered as Premises No. **8J, South Sinthee Road**, P.S. Cossipore (old) Sinthee (new), then **Ganapati Sur Sarani**, Kolkata, presently known as **8J/4, Ganapati Sur Sarani**, P.O. & P.S. Sinthee, Kolkata – 700 050, Ward No. 2, Under Kolkata Municipal Corporation, Assessee No. **110022530446**, together with the

right of ingress and egress over the 20 feet wide South Sinthee Road now as Ganapati Sur Sarani on the Western side of the said premises and butted and bounded as follows :-

ON THE NORTH : By Premises No. 8J/3, Ganapati Sur Sarani.

ON THE SOUTH : By Part of land 8J, Ganapati Sur Sarani.

ON THE EAST : By Premises No. 8J/2A, South Sinthee Road.

ON THE WEST : By 20' Feet wide Ganapati Sur Sarani.

THE SCHEDULE – B ABOVE REFERRED TO

(Saleable Unit)

ALL THAT one Self-contained Flat/shop/garage/unit being No. _____, on the _____ Floor, of the _____ side, measuring an about _____ Sq.ft. Carpet area more or less i.e. _____ Sq.ft. Covered area more or less i.e. _____ sq.ft. including super built up area and stair case be the same a little more or less, fully _____ finished flooring, lying and situated at Premises No. **8J/4, Ganapati Sur Sarani**, P.O. & P.S. Sinthee, Kolkata – 700 050, consisting of ____ Bed Rooms, ____ Dining-Cum-Kitchen, ____ Toilet and ____ Balcony, together with the proportionate undivided interest or share on the land along with proportionate rights on all common areas and facilities of the said building duly constructed on the Premises mentioned in the Schedule – 'A' hereinabove written, along with **common lift** facility .

THE SCHEDULE – 'C' ABOVE REFERRED TO

[Common Areas and Facilities]

- a] The foundation columns, girders, beams, supports main walls, corridors, lobbies, stairs, stairways, main entrance to the exists free the building to be constructed on the said free hold land and intended for common use.

- b] Electrification system in during Electric equipment attached in the common space and portions, water fittings motor pump and pump room.
- c] Paths, pathways, drainage, sewerage, underground reservoir, overhead tank, water supply pipeline, septic tanks and meter room, staircase and Lift.
- d] Passage for ingress to and egress from the building upto the public road.
- e] Any other facilities and amenities attached with the building including the same which may be available in Agreement with all the co-owners.
- f] Roof of the building is common properties of the Flat Owners.

THE SCHEDULE – ‘D’ ABOVE REFERRED TO

[Common Expenses and Obligations]

- I] The expenses of maintaining, repairing, re-constructing and renewing the main structure and the drainage system rainwater discharge arrangements, arrangement for supply of electricity and all common areas contained in the said premises.
- II] The cost of cleaning and lighting the entrance of the building, the passage and space around the buildings, lobby, corridors, staircase and Lift.
- III] Costs of repairing and decorating the exterior of the building.
- IV] All salaries, fees, wages and remuneration of all workmen, staff and experts engaged and hire for the common purposes.
- V] Costs of maintaining, operating, replacing and installing implements, including pump motor, pipes etc. for common services.
- VI] Premium of insurance for the building if any.
- VII] Such expenses as would be necessary for or incidental to the said maintenance and upkeep of the premises and of the common areas, facilities and amenities.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the PARTIES at Kolkata in

The presence of the following

Witnesses :

1.

As constituted attorney of the Vendor

SIGNATURE OF THE VENDOR.

2.

SIGNATURE OF THE DEVELOPER

DRAFTED BY

(as per instruction by the parties)

ABHINANDAN GHOSH

Advocate

Sealdah Civil Court,

Kolkata - 14,

En No.

SIGNATURE OF THE PURCHASER/S.

MEMO OF CONSIDERATION

RECEIVED of and from the within named PURCHASER/S a sum of **Rs.**
...../- (**Rupees**) only being full
and final consideration money paid by the PURCHASER/S to the DEVELOPER as
per Memo given below:

Paid by

Total Rs. _____/-

(**Rupees**) only

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER