

DEED OF CONVEYANCE

THIS INDENTURE is made on this the . *day of*
August, Two Thousand Twenty Four(2024) A.D.

B E T W E E N

Pallab Kumar Mondal and Gobinda Mishra

Gobinda Mishra

SHRI SALIL KUMAR SETH (PAN : AIOPS0603H), son of Late Durga Das Seth by religion-Hindu, by Nationality – Indian, by Occupation – Service, previously resident of 105/1, Dr. G. S. Bose Road, P.O. & P.S. Tiljala, Kolkata-700039, District- South 24 Parganas, hereinafter called and referred to as the **OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his respective heirs, executors, successors, administrators, legal representatives and assigns) of the **FIRST PART.**

The Owner/Vendor/First Party herein is represented by his Constituted Attorneys **SHRI PALLAB KUMAR MONDAL (PAN: ASHPM0950G)** son of Shri Kshirod Behari Mondal, by Nationality – Indian, by religion – Hindu, by Occupation – Business, residing at Vill. & P.O. Silinda, P.S. – Chakdaha, District Nadia, West Bengal, Pin – 741223 & **SHRI GOBINDA MISTRY (PAN : AHQPM2762C)** son of Late Narendra Nath Mistry, by Nationality – Indian, by religion – Hindu, by Occupation – Business, residing at B/3, Nayabad Main Road, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata – 700099, by virtue of a registered Power of Attorney in favour of the Developer herein which was registered with the Office D.S.R. –V, South 24 Parganas and recorder in Book –I, Vol. No. 1630-2023, Page from 11368 to 11388, being No. 163000368, for the year 2023.

A N D

_____ (PAN: _____), s/o. _____,
by Nationality _____, by religion _____, by occupation – _____,
residing at _____,
hereinafter referred to as the **“PURCHASER”** (which expression unless

excluded by or repugnant to the context shall be deemed to mean and include her legal heirs, executors, successors, administrators, legal representatives, nominees and assigns) of the **SECOND PART**;

AND

M/S. PALLAB KUMAR MONDAL AND GOBINDA MISTRY (PAN: ABDFP 4354Q), a Partnership firm, having its office at B/3, Nayabad Main Road, P.O. Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700099, District – South 24 Parganas, being represented by its sole Partners **(1) SHRI PALLAB KUMAR MONDAL PAN: ASHPM 0950G**), son of Kshirod Behari Mondal, by Nationality – Indian, by religion – Hindu, by Occupation – Business, residing at Vill. & P.O. Silinda, P.S. – Chakdaha, District Nadia, West Bengal, Pin – 741223 & **(2) SHRI GOBINDA MISTRY (PAN : AHQPM 2762C)** son of Late Narendra Nath Mistry, by Nationality – Indian, by religion – Hindu, by Occupation – Business, residing at B/3, Nayabad Main Road, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata – 700099, hereinafter called and referred to as the **‘DEVELOPER/CONFIRMING PARTY’** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its’ legal heirs, successor-in-interest of the said Firm, executors and administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS one Bhadreswar Malik(since deceased), was the lawful owner of some landed properties measuring about 1.05 Sataks more or less of Rayata Sthitiban Swattya, lying and situated in Mouza – Nayabad, J.L. No. 25, Touzi No. 56, part of R.S. Dag No. 162 under R.S. Khatian No. 78, P.S. the then Sadar Tollygunge, thereafter Jadavpur,

thereafter Kasba, thereafter Purba Jadavpur, at present Panchasayar, District South 24 Parganas, and was in peaceful possession and enjoyment of the aforesaid land and property with his family members, without any interruption obstruction and/or objection from any corner.

AND WHEREAS said Bhadreswar Malik after death leaving behind him Smt. Kanan Bala Sardar, married daughter of Late Bhadreswar Malik as his only legal heir and successor to inherit his aforesaid land and property and subsequently became the absolute owner in respect of the aforesaid land and property actually possessed by Late Bhadreswar Malik in terms of the provisions of the Hindu succession Act. 1956.

AND WHEREAS while absolutely seized and possessed of the aforesaid land, the said Smt. Kanan Bala Sardar, married daughter of Late Bhadreswar Malik decided to sale, scheme plot no. 10, out of her aforementioned land due to some financial requirement and being interested Shri Tapan Shankar Chakraborty, and purchased the land measuring more or less 5(Five) Cottahs, scheme plot no. 10, [including Road area] forming Mouza – Nayabad, J.L. No. 25, Touzi No. 56, R.S. Dag No. 162 under R.S. Khatian No. 78, P.S. the then Sadar Tollygunge, thereafter Jadavpur, thereafter Kasba, thereafter Purba Jadavpur, at present Panchasayar, District South 24 Parganas, by way of a Deed of Conveyance and the same was registered on 2nd day of December, 1989 before the District Registrar of South 24 Parganas, at Alipore and recorded in Book No. 1, Volume No. 400, Pages from 73 to 77, Being No. 13075 for the Year – 1989, for a consideration mentioned therein.

AND WHEREAS the said Smt. Kanan Bala Sardar, married daughter of Late Bhadreswar Malik also sold and transferred the another plot of land measuring an area of more or less 1(One) Cottah 8 (Eight)

Chittaks, being scheme Plot No. ,11, [including Road area] forming Mouza – Nayabad, J.L. No. 25, Touzi No. 56, R.S. Dag No. 162 under R.S. Khatian No. 78, P.S. the then Sadar Tollygunge, thereafter Jadavpur, thereafter Kasba, thereafter Purba Jadavpur, at present Panchasayar, District South 24 Parganas, to one Smt. Ratna Chakraborty, by a Deed of Conveyance and the same was registered on 2nd day of December, 1981 before the District Registrar of South 24 Parganas, at Alipore and recorded in Book No. 1, Volume No. 400, Pages from 93 to 96, Being No. 13079 for the Year – 1981, for a consideration mentioned therein.

AND WHEREAS the said Smt. Ratna Chakraborty, sold and transferred her said plot of land measuring an area of more or less 1(One) Cottah 8 (Eight) Chittaks, being scheme Plot No.11[including Road area], forming Mouza – Nayabad, J.L. No. 25, Touzi No. 56, R.S. Dag No. 162 under R.S. Khatian No. 78, P.S. the then Sadar Tollygunge, thereafter Jadavpur, thereafter Kasba, thereafter Purba Jadavpur, at present Panchasayar, District South 24 Parganas, to one Shri Ashoke Kumar Roy, son of Jitendra Nath Roy, by a Deed of Conveyance and the same was registered in the year, 1988 before the District Registrar of South 24 Parganas, at Alipore and recorded in Book No. 1, Being No. 7599 for the Year – 1988, for a consideration mentioned therein.

AND WHEREAS while absolutely seized and possessed of the aforesaid land, the said Shri Tapan Shankar Chakraborty decided to sale his land measuring more or less, 3(Three) Cottahs [including Road area], out of his aforementioned total land measuring more or less, 5(Five) Cottahs [including Road area], due to some financial requirement and being interested Shri Ashoke Kumar Roy, son of Jitendra Nath Roy, due to his

adjacent land of his above purchased land measuring 1(One) Cottah 8 (Eight) Chittaks [including Road area], being scheme Plot No. ,11, and purchased the land measuring more or less, 3(Three) Cottahs [including Road area], being scheme Plot No. 10, forming Mouza – Nayabad, J.L. No. 25, Touzi No. 56, R.S. Dag No. 162 under R.S. Khatian No. 78, P.S. the then Sadar Tollygunge, thereafter Jadavpur, thereafter Kasba, thereafter Purba Jadavpur, at present Panchasayar, District South 24 Parganas, by a Deed of Conveyance, for a consideration mentioned therein.

AND WHEREAS after purchase of the said two Plots of land, being scheme Plot Nos. 10 & 11, adjacent to each other, said Shri Ashoke Kumar Roy became the absolute Owner of a total land area in aggregated measuring 4(Four) Cottahs 8(Eight) Chittaks[including Road area], more or less forming Mouza – Nayabad, J.L. No. 25, Touzi No. 56, R.S. Dag No. 162 under R.S. Khatian No. 78, P.S. the then Sadar Tollygunge, thereafter Jadavpur, thereafter Kasba, thereafter Purba Jadavpur, at present Panchasayar, District South 24 Parganas and recorded his name as the absolute owner in the records of the concerned Departments of the Govt. of West Bengal and other Authorities like K.M.C. by paying all the requisite taxes, rents from time to time and was in peaceful possession of the same and enjoyed the same, free from all encumbrances.

AND WHEREAS while absolutely seized and possessed of the aforesaid land, the said Shri Ashoke Kumar Roy, son of Jitendra Nath Roy, decided to sell his aforementioned two Plots of land, being scheme Plot Nos. 10 & 11, adjacent to each other, land area in aggregate measuring 4(Four) Cottahs 8(Eight) Chittaks[including Road area], more or less

forming Mouza – Nayabad, J.L. No. 25, Touzi No. 56, R.S. Dag No. 162 under R.S. Khatian No. 78, P.S. the then Sadar Tollygunge, thereafter Jadavpur, thereafter Kasba, thereafter Purba Jadavpur, at present Panchasayar, District South 24 Parganas, due to some financial requirement and being interested Shri Salil Kumar Seth, the owner/vendor herein, purchased the aforementioned land by way of a Deed of Conveyance written in Bengali (Saaf Bikroy Kobala) and the same was registered on 22nd day of November, 1991, before the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 283, Pages from 394 to 400 Being No. 16899 for the Year 1991, for a consideration mentioned therein.

AND WHEREAS thus in the manner aforesaid the said **SHRI SALIL KUMAR SETH**, the Owner/Vendor/First Party herein became the sole and absolute owner of **ALL THAT** piece and parcel of two Plots of land, being scheme Plot Nos. 10 & 11, adjacent to each other, land area in aggregated measuring **4(Four) Cottahs 8(Eight) Chittaks** [including Road area], more or less, lying and situated at Mouza – Nayabad, J.L. No. 25, Touzi No. 56, R.S. Dag No. 162 under R.S. Khatian No. 78, P.S. the then Sadar Tollygunge, thereafter Jadavpur, thereafter Kasba, thereafter Purba Jadavpur, at present Panchasayar, District South 24 Parganas, and mutated (joint mutation of two plots) in respect of his gross plot of land, including necessary easements on 20 Ft. wide Road on southern side of the Plot of gross land measuring 4(Four) Cottahs 8(Eight) Chittaks more or less corresponding to net area of land measuring **3(Three) Cottahs 12(Twelve) Chittaks 39 (Thirty Nine) Sq. ft.** more or less.

AND WHEREAS subsequently the said Shri Salil Kumar Seth, the Owner/Vendor herein, became the sole and absolute owner of

aggregated land measuring **3(Three) Cottahs 12(Twelve) Chittaks 39 (Thirty Nine) Sq. ft.,** more or less **[Net Land Area/excluding Road Area]**, and mutated his name in the records of the then Calcutta now Kolkata Municipal Corporation and wherein the same has been recorded and numbered as **K.M.C. Premises No. 3768, Nayabad, Kolkata – 700099, Ward No. 109, Br. XII, VIDE Assessee No. 31-109-08-9345-6, P.O. Santoshpur, P.S. Purba Jadavpur now Panchasayar, in the District of South 24 Parganas**, together with the right of user of the southern side 20 FT. wide K.M.C. Road along with all easements rights appurtenant thereto (more fully and particularly described in First Schedule hereunder written and be referred to as 'SAID LAND/PREMISES' for all references hereof) and since then the Owner/Vendor in enjoyment and possessing the unfettered right, title and interest of the said land by doing all acts of ownership and paying relevant rates and taxes to the concerned authority/s from time to time without any interruption, obstruction and/or objection from any corner in any manner whatsoever.

AND WHEREAS the Owner/Vendor herein intends to develop his said landed property by constructing a modern decent new G + III storied residential building on his said plot of land measuring more or less **3 (Three) Cottahs 12(Twelve) Chittaks 39 (Thirty Nine) Sq. ft.** and desirous of appointing a Developer for the purpose of Development on the Schedule 'A' Property as stated herein below, into a modern decent G + III storied building and accordingly approached the Developer/Third party herein for development of the said Premises by constructing of a modern decent G+3 storied building thereon in accordance with the building plan to be obtained from the Kolkata Municipal Corporation.

AND WHEREAS accordingly the Owner/Vendor herein entered into a **Development Agreement** on **19.03.2021** with the Developer **M/S. PALLAB KUMAR MONDAL AND GOBINDA MISTRY**, a Partnership firm having its office at B/3, Nayabad Main Road, P.O. Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700099, District – South 24 Parganas, being represented by its' Partners **(1) SHRI PALLAB KUMAR MONDAL** son of Kshirod Behari Mondal & **(2) SHRI GOBINDA MISTRY** son of Late Narendra Nath Mistry, which was registered at the Office of the District Sub- Registrar – V, Alipore, South 24 Parganas and the said Deed has been recorded therein Book No. I, Volume No. 1630-221, Pages from 61722 to 61807, **Being No. 163001587 for the Year 2021** under the terms and conditions fully described therein and as per terms and conditions of the said Development Agreement the said Shri Salil Kumar Seth the Owner/Vendor herein also executed and registered a General Power of Attorney after registered Development Agreement in favour of **(1)SHRI PALLAB KUMAR MONDAL** son of Kshirod Behari Mondal & **(2) SHRI GOBINDA MISTRY** son of Late Narendra Nath Mistry, partners of **M/S. PALLAB KUMAR MONDAL AND GOBINDA MISTRY**, whereby the said Developer is empowered and authorized by the Owner to carry out and execute construction work of the proposed G+III storied building and to sell the Flat/s, Car Parking and other spaces under the Developer's allocation to the prospective buyer/s and to receive earnest money and/or consideration money and/or booking money from the Purchaser/s inter-alia. The said General Power of Attorney was executed and registered on **19.03.2021** at the office of District Sub-Registrar – V, Alipore, South 24 Parganas and the said Deed has been recorded therein Book No. I, Volume No. 1630-221, Pages from 61736 to 61761, **Being No. 163001598 for the Year 2021.**

AND WHEREAS in the said Development Agreement dated 19.03.2021 both the Owner and Developer finalized and identified their respective allocations in respect of the said G+III storied Building to be constructed over the Schedule 'A' property and entitled to deal with their respective allocations as per the own choice and discretion.

OWNER'S ALLOCATION :- shall mean and include that 50% sanctioned area out of the total F.A.R. as per the sanctioned plan duly issued by the Kolkata Municipal Corporation, the Owner/Vendor the First Part herein shall be entitled to : -

(a) Entire 2nd floor in the form of two nos. 3BHK Flats along with One 3BHK Flat, on the South-eastern side on the 3rd floor, (b) 50% of Nos. Car Parking Spaces, under roof, in the ground floor, as per the sanctioned building plan of K.M.C. in the proposed G+III storied Building upon the said premises, in the under mentioned schedule "A" of this agreement.

DEVELOPR'S ALLOCATION :- shall mean and include the balance 50% area of the sanctioned F.A.R. comprised of the entire First Floor & One 3BHK Flat, on the South-western side on the 3rd floor and 50% of the total Nos. of Car Parking Spaces in the ground floor, as per the sanctioned plan of K.M.C. will be treated as Developer's Allocation.

AND WHEREAS by virtue of the said Development Agreement dated 19.03.2021 the Developer herein obtained a building plan duly sanctioned by the Kolkata Municipal Corporation, for construction of a modern decent G + 3 Storied building on the said land measuring an area of 3 (Three Cottahs) 12(Twelve) Chittaks 39 (Thirty Nine) Square Feet more or less at the said Premises No. 3768, Nayabad, Kolkata -

700060, police Station formerly Purba Jadavpur now Panchasayar, within Ward No. 109 of the Kolkata Municipal Corporation in the District of South 24 Parganas, vide **B.S. No. 2022120106 dated 25/05/2022** and the Developer herein took over the possession of the said premises and started the construction work of the said Building in accordance with the said Sanctioned Plan of K.M.C.

AND WHEREAS during subsistence of the said Development Agreement, the said Owner/ Vendor and the Developer herein to avoid all future complications regarding their respective Flat allocations in between the Owner and the Developer herein they have jointly executed a Supplementary Agreement to finalize and identify their modified respective allocations in respect of the said proposed G+III storied Building. According to the said Supplementary Agreement, that the said Owner/ Vendor and the Developer herein shall mean and include that, the Owner shall be allotted to 50% sanctioned area out of the total F.A.R. as per the sanctioned plan duly issued by the Kolkata Municipal Corporation as follows : (a) One 3BHK Flat, on the 1st floor & One 3BHK Flat, on the 2nd floor, South-eastern side along with One 3BHK Flat, on the South-eastern side on the 3rd floor, (b) entire Car Parking/Parking Spaces, on the eastern side, under roof, in the Ground Floor, as per the aforementioned sanctioned building plan of K.M.C. in the G+III storied building under construction, upon the under mentioned Schedule “A” land of this agreement AND (c) Non-refundable amount of Rs.2,00,000/- (Rupees Two Lakh) only which was paid by Developer/ the Third part herein at the time of execution of the said Supplementary Agreement and thereafter which is called as “The **MODIFIED OWNER’S ALLOCATION**” and **ALL THAT** the balance area of the sanctioned F.A.R. (DEVELOPER’S ALLOCATION) comprised of (a) One 3BHK Flat,

on the 1st floor, South- western side & One 3BHK Flat, on the 2nd floor, South-western side along with One 3BHK Flat, on the South-western side on the 3rd floor, (b) Rest of the Car Parking Spaces /Parking Spaces, under the roof, in the Ground Floor, as per the aforementioned sanctioned building plan of K.M.C. in the G+III storied building under construction, upon the under mentioned Schedule “A” land and premises of this agreement, save and except the aforesaid Owner’s Allocation and mandatory common areas, will be treated as Developer’s Allocation and vested upon the Developer/Third part herein without any objection and/or Claim of the Owner/Vendor herein in said new G+III storied building, under construction in the Premises and thereafter which is called as “The **MODIFIED DEVELOPER’S ALLOCATION**”, which the land Owner/Vendor herein confirmed and admitted and the said Supplementary Agreement was executed and registered **on 13.02.2023** at the office of District Sub - Registrar – V, Alipore, South 24 Parganas and the said Deed has been recorded therein Book No. I, Volume No. 1630-2023, Pages from 11348 to 11367 **Being No. 163000366 for the Year – 2023** and simultaneously the Owner also executed a registered Development Power of Attorney in favour of **(1)SHRI PALLAB KUMAR MONDAL** son of Kshirod Behari Mondal & **(2) SHRI GOBINDA MISTRY** son of Late Narendra Nath Mistry, partners of **M/S. PALLAB KUMAR MONDAL AND GOBINDA MISTRY**, which was registered with the Office D.S.R. -V, South 24 Parganas and recorder in Book –I, Vol. No. 1630-2023, Page from 11368 to 11388, being No. 163000368, for the year 2023.

AND WHEREAS for the purpose of raising fund to meet up the huge expenditure involved in constructing the said building, the Developer herein have decided to sell the residential flat/s/units under the

Developer's allocation of the said building and the purchaser herein being desire of owing a residential flat, has approached the Developer herein for purchasing **ALL THAT One 3BHK Flat**, being **Flat No. '1A'**, measuring **1060 Sq. ft. (more or less) super built up area**, on the **South-Western side**, of the **First Floor** of the said G+III storied building and **One Car Parking space No. '6'**, measuring **120 Sq. ft.** (morefully and particularly described in Schedule 'B' hereunder written and be referred to as '**SAID UNITS/PROPERTY**' for all references hereof), in the said G+III storied building at **Premises No. 3768, Nayabad, P. S. - Purba Jadavpur now Panchasayar, District - South 24 Parganas, within the jurisdiction of the Kolkata Municipal Corporation in Ward No. 109**, complete and habitable condition in all manners whatsoever together with Undivided proportionate share of right, title and interest of the land on which the building is constructed together with all rights privileges in common areas and facilities utilities provided or to be provided in the "**Said Building**" and/or "**Said Premises**".

AND WHEREAS the Owner/Vendor and the Developer/Confirming Party herein have accepted the said proposal in respect of selling transferring and conveying all that a self-contained residential Flat, from the Developer's allocations, being the **Flat No. '1A'**, measuring **1060 Sq. ft. (more or less) super built up area**, on the **South-Western side**, on the **First Floor** of the said G+III storied building and One Car Parking space measuring **120 Sq. ft.** together with the undivided proportionate share of land and common facilities such as open spaces around the building, roof, stair-case, landings, lobbies, drainage, water reservoir, septic tank, boundary walls, meter space, pump and other fittings and fixtures for common use and passage for ingress to and egress in the said premises more fully mentioned in the Second

Schedule hereunder written and hereinafter referred to as the **SAID PROPERTY** at or for the consideration of **Rs._____/-** (**_____**) **Only** free from all encumbrances.

AND WHEREAS the Purchaser herein, has inspected all the Papers, Deeds, Documents, Tax Receipts, Tax Clearance Certificates, aforesaid Sanctioned Building Plan duly sanctioned by K.M.C. of the proposed new Three Storied Building and more or less satisfied with the right, title, interest of the Owner/ Developer herein. The aforesaid self-contained **ALL THAT** One Flat, being the **Flat No. '1A'**, measuring **1060 Sq. ft. (more or less) super built up area**, on the **South-Western side**, of the **First Floor** of the said G+III storied building and **One Car Parking space No. '6'**, measuring **120 Sq. ft.**, in the said Premises will be handed over to the Purchaser herein, only after successful accomplishment and completion of the said building in all respect within the stipulated time period and receipt of the aforesaid total consideration along with other common costs and expenses to be borne by the Purchaser herein, against transfer of the aforesaid Flat and Car Parking Space.

AND WHEREAS the Owner/Vendor and the Developer/Confirming Party herein have accepted the said proposal in respect of selling transferring and conveying **ALL THAT** One Flat, being the **Flat No. '1A'**, measuring **1060 Sq. ft. (more or less) super built up area**, on the **South-Western side**, of the **First Floor** of the said G+III storied building and **One Car Parking space No. '6'**, measuring **120 Sq. ft.** of the said G+III storied building, together with the undivided proportionate share of land and common facilities such as open spaces surrounding the building, roof, stair-case, landings, lobbies, Lift & necessary installations, drainage,

water reservoir, septic tank, boundary walls, meter space, pump and other fittings and fixtures for common use and passage for ingress to and egress in the said premises more fully mentioned in the Second Schedule hereunder written and hereinafter referred to as the '**SAID UNITS/PROPERTY**' at or for the consideration of **Rs.**_____/-(_____) **Only** free from all encumbrances and accordingly all the Parties herein entered into an un-registered Agreement for Sale on _____, under certain terms and conditions elaborately mentioned therein.

AND WHEREAS now the aforesaid G+III storied Building including the said sel contained **Flat No. '1A' & Car Parking Space No.'6'** are completed in all respect and ready for delivery of the peaceful possession of the same to the Purchaser herein subject to the payment of the balance consideration. The Developer herein has intimated the Purchaser herein regarding the completion of the '**SAID UNITS/PROPERTY**' in the First Schedule mentioned Premises, which are ready for possession.

AND WHEREAS both the Owner / Developer herein, have declared that, the First Schedule mentioned property and the aforesaid **self-contained Flat No. '1A'**, on the **1st. Floor along with the said Car Parking Space No. '6'**, in the said Premises, together with undivided, proportionate, indivisible share of land of the said premises attributable to the said Flat, **being No.'1A'**, along with all common area and other common facilities and benefits etc., together with proportionate share of common roof, stairs, stair-cases, lobbies, Lift & necessary installations, pathways, passages, all open spaces surrounding the building, underground and overhead water reservoir, septic tank, mounted room

etc. along with the said **Car Parking Space No. '6', under roof, measuring about 120 SQ. FT. more or less, in the Ground Floor,** together with all easement rights from and to the main entrance up to the common roof, finished as per the Building specification which is now being transferred vide this presents, is free from all encumbrances, lien, lispendens, attachment, mortgage, guarantee, security, charges etc. and the same is not encumbered by any Title Suit or Money Suit against the Owner or the premises, nor pending before any Competent Court of Law or is not subject to any pending litigation and the said property is properly demarcated and bounded by a pucca boundary wall in all sides. The Owner herein, further declares that the said boundary and the said premises was never disputed by any of the adjacent neighbours and/or any Third Party whosoever and the taxes in relation to the First schedule mentioned property are paid up to date and there is no outstanding taxes or any impositions in respect to the First Schedule mentioned property upto date on the part of the Owner herein. The Owner and/or the Developer herein, further declare that, he/they has/have not entered into any kind of Agreement For Sale nor have received any consideration or part thereof, against execution of such Agreement/s from any other party ever, in respect to the 'Said Property', in the aforesaid Premises. The title of the **Second Schedule** mentioned property is absolutely clear, marketable and transferable and the Owner herein, is the only lawful Owner and except himself, there is /are no other Owner/s of the said Schedule mentioned property and he has sufficient lawful right, title, interest and authority to execute this presents in favour of the Purchaser herein.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

That in pursuance of the said Agreement for Sale dated **26.06.2024** by and between the Owner, the Developer and the Purchaser herein and on payment of the said full consideration of **Rs. _____/- (Rupees _____P)** only the lawful money of Union of India in hand well and truly paid by the Purchaser to the Owner and/or the Developer herein (the payment and receipt thereof the Developer hereby has taken cognizance, acknowledge, acquit, release, discharge the Purchaser in respect of the **Second Schedule property** along with all easement rights from the main Road to the aforesaid **self-contained Flat No. '1A'**, measuring about **815 SQ. FT. more or less, mutually agreed Carpet Area**, equivalent to **1060 Sq. Ft.** more or less, **super built-up area** on the **First Floor along with the said Car Parking Space No. '6', in the Ground Floor**, in the said Premises and every part thereof and the Owner and Developer do hereby admit, acknowledge, acquit, discharge the Purchaser in respect of the **Second Schedule property**. Thus, the Owner and Developer do hereby convey, grant, transfer their right, title and interest and convey the said Second Schedule property more fully described in the First Schedule hereunder written forever together with all the necessary easement rights etc. with the other co-owners, on the **First Floor, Second Floor and Third Floor**, situated in **First Schedule mentioned property**. The Owner and /or the Developer do hereby sell, grant, transfer, convey, assign and assure unto the Purchaser **ALL THAT** piece and parcel of a self-contained Flat, being No. **'1A'**, measuring about **1060 Sq. ft.** more or less, Super Built Up Area, on the **First Floor**, South-western side, consists of **Three Bedrooms, One Liv. Cum Dining, One Kitchen, One Toilet, One W.C. & One Verandah**, together with undivided,

proportionate, indivisible share of land of the said premises attributable to the said Flat No. **'1A'**, along with all common area and other facilities and benefits etc., together with proportionate share of common roof, stairs, stair-cases, lobbies, pathways, passages, all open spaces surrounding the building, underground and overhead water reservoir, septic tank, mounted room etc. along with the said **Car Parking Space No. '6', under roof, in the Ground Floor**, together with all easement rights from and to the main entrance up to the common roof, in the said Premises, as more fully and particularly mentioned in the Second Schedule herein below, lying and/or situated at the **K.M.C. Premises No. 3768, Nayabad, P. S. - Purba Jadavpur now Panchasayar, District - South 24 Parganas, within the jurisdiction of the Kolkata Municipal Corporation in Ward No. 109** and more particularly described in the **First, Second and Third Schedules** hereunder written and delineated in the map or plan hereto annexed and thereon bordered in **RED** (hereinafter referred to as the said Units) **OR HOWSOEVER OTHERWISE** the **First Schedule** mentioned property and the said **Flat, being No. '1A' and the said Car Parking Space No. '6'** now are or is or at any time or times heretofore were or was situate butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all boundary walls, areas, sewers, drains, passages, water, water-courses and all manner of ancient and other rights, liberties, easements, quasi-easement rights, privileges, advantages, emoluments, appendages and appurtenances whatsoever standing and being into or upon or belonging thereto or any part thereof with which the same now are / or is or at any time or times heretofore were or was held, used, occupied, enjoyed, accepted, reputed, deemed, taken or known as part parcel or member thereof or appurtenant thereto **AND** all the reversion or reversions, remainder or remainders and the rents,

issues and profits thereof and every part thereof **AND** all the estate right, title, interest, claim, use, inheritance, trust, possession, property or demand whatsoever of the Owner and/or the Developer both at law or in equity into and upon the said undivided, undemarcated and proportionate share in the said land and the said **Flat, being No. '1A' and the said Car Parking Space No. '6' TOGETHER WITH** his/her and every of his/her rights, liberties and appurtenances whatsoever unto and to the Purchaser, which is free from all encumbrances, trust, liens, lispendences, attachments whatsoever **AND TOGETHER WITH** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said proportionate, undivided share in the said land and the said **Flat, being No. '1A' and the said Car Parking Space No. '6' TO HAVE AND TO HOLD** the said proportionate, undivided and un-demarcated share in the said land and the said **Flat, being No. '1A' and the said Car Parking Space No. '6'** and all other rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts hereof absolutely and forever. The Owner and/or the Developer do hereby deliver khas vacant and peaceful possession of the said **Flat, being No. '1A' and the said Car Parking Space No. '6'** together with all easement rights on the ground Floor of the **First Schedule** mentioned Property herein on pro-rata basis together with all ancient and other right liberties, easements, appendages, appurtenances and estate right, title and interest attached to the said property whatsoever of the Owner at law and in equity free from all encumbrances to hold the same absolutely and forever situate. and/or lying at **K.M.C. Premises No. 3768, Nayabad, Kolkata – 700099, Ward No. 109, Br. XII, VIDE Assessee No. 31-109-08-9345-6, P.O. Santoshpur, P.S. Purba Jadavpur now Panchasayar, in the District of South 24 Parganas**

and the said **Flat, being No. '1A' and the said Car Parking Space No. '6'** as more fully and particularly mentioned in the Second Schedule hereunder written.

THE OWNER / DEVELOPER DO HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS –

a) That notwithstanding any act, deed, matter or thing whatsoever heretofore done committed or knowingly suffered by the Owner and Developer to the contrary the Owner and the Developer are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said proportionate, undivided share in the said land and the said **Flat, being No. '1A' and the said Car Parking Space No. '6'**, hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

b) That the Owner and Developer have good rightful title, interest power and absolute and indefeasible authority to sell, grant, transfer and convey the said proportionate, undivided and undemarcated share in the said land and the said **Flat, being No. '1A' and the said Car Parking Space No. '6'** and every part thereof unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these present.

c) The interest which the Owner and/or the Developer do hereby profess to transfer, subsists and that the Owner and the Developer have the full right, power absolute authority to grant sell, convey transfer, assign and assure unto the Purchaser the said property more

fully described in **Second Schedule** hereunder together with the benefits and rights in the manner aforesaid and also right in the land proportionate and/or attributed to the said **Second Schedule** property in the said Premises .

d) The Developer doth hereby covenant with the Purchaser that the Owner and the Developer have completed the construction of the said **Flat, being No. '1A' and the said Car Parking Space No. '6'** for and on behalf of the Owner herein as per the sanctioned Building Plan.

THE PURCHASER DOTH HEREBY COVENANT WITH THE OWNER AND THE DEVELOPER AS FOLLOWS :-

a) The Purchaser shall observe, fulfill and perform and shall abide by all the terms, conditions, covenants and stipulations as mutually agreed by and between the parties herein.

b) The Purchaser shall not do any such act or take any steps whereby the right of the Owner and/or other occupiers of the other portions of the said land may be prejudiced.

c) The Purchaser shall observe, fulfill and perform the covenants hereinbefore mentioned and shall regularly pay and discharge all rates taxes and other outgoings and impositions and the common expenses in respect of the said **Flat, being No. '1A' and the said Car Parking Space No. '6'**.

d) The Purchaser from this day has full right and authority to sell, transfer, convey, gift, mortgage and charge and/or in any way encumber

or deal with or dispose of the said **Second Schedule** property and/or possession in the Schedule property or assign and/or let out or part with possession her interest to any person or persons, company or companies at their sweet will and the Owner and /or the Developer cannot claim any right over the same.

e) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and upon and to hold use and enjoy the said **Second Schedule** property and to receive rents, issues and profits thereof without any interruption disturbance, claim or demand whatsoever from or by the Owner and/ or the Developer herein, any person or persons claiming through under or in trust for her **AND FREED AND CLEARED FROM AND** against all manners of encumbrances, attachments, liens, trusts and any liability whatsoever save only those as are mentioned herein expressly.

f) The Purchaser shall maintain the said **Flat, being No. '1A' and the said Car Parking Space No. '6'** and shall have the right to repair, renovate, decorate the said **Flat, being No. '1A' and the said Car Parking Space No. '6'**, at his own cost and expenses but in no manner has any right to change the horizontal and vertical support and the main load-bearing walls, R.C. pillars under any circumstances. If the Purchaser at his own will, change and/or violates any rule and regulations for changing and/or altering any part of the flat, the Purchaser will be liable to answer all questions to the Kolkata Municipal Corporation. The Purchaser shall not make any structural additions or alterations inside the said **Flat, being No. '1A' and the said Car Parking Space No. '6'**, and shall not construct any wall by which the load bearing capacity of the building may be increased after obtaining

possession of the said **Flat, being No. '1A' and the said Car Parking Space No. '6'**. The Purchaser cannot install and / or keep heavy machineries and articles inside the **Flat, being No. '1A' and the said Car Parking Space No. '6'**, which may cause damage to the structure of the building.

g) The Purchaser and/or the Developer shall not allow any occupier of the said building to demolish or remove or cause to be demolished or removed and / or scrap out any partition wall, roof, ceiling, door, windows in the above said **Flat, being No. '1A' and the said Car Parking Space No. '6'**, provided that nothing contained herein shall prevent the Purchaser/s or the occupier/s of the building to decorate the said **Flat, being No. '1A' and the said Car Parking Space No. '6'** as and when required of the said **Flat, being No. '1A' and the said Car Parking Space No. '6'**.

h) The Purchaser and / or other Co-owners shall not store any articles nor store anything in the stair case, stair case landings, common side spaces and back spaces, front side spaces of the building so that the other occupiers are debarred from enjoying free ingress and egress through the said passage, stair case, stair case landings and the side space and back space and other common area of the schedule mentioned Premises.

i) That the Purchaser and all other Co-Owners of the Apartment/Flat shall abide by the rules and regulations to be framed by the members of Association for peaceful possession, enjoyment and use of the **Flat, being No. '1A' and the said Car Parking Space No. '6'**, for

residential Purpose/ purposes and running and maintenance of the building situated in the First Schedule property.

j) The Purchaser and/or other Flat Owners of the Flats shall bear all common expenses proportionately from the day and date of taking possession of their/his/her respective unit[s].

k) So long as the Flats in the Premises shall not be separately assessed for Municipal Taxes and Rates for both the Owners and other Purchasers shall be liable for the payment of the said taxes, rates, surcharges and water taxes till it's separate assessment in the basis of proportionate ratio in accordance to their respective Flats up to the date of transfer Vide Registered Deed Of Conveyance. The Purchasers shall pay the above said taxes proportionately to the Developer herein, from the date of delivery of actual possession of the same and the Developer shall pay the same to The Kolkata Municipal Corporation and shall grant receipt to the Co-Owners from whom the proportionate share taxes have been received. The Kolkata Municipal Corporation tax in respect of the *First Schedule property* has been paid up to date. That flat Purchaser and other Co-Owners and the Owner will bear proportionate share of all municipal taxes, rates, surcharges etc. in respect of the land and building from the month of their respective possession of different Flats and Car Parking Space.

l) That the Flat Owner and the other Co-Owners shall form an Association to look after the management of the building and the said Management as Managing Committee at their own discretion shall fix up the maintenance charges per month for individual Flat and shall look after the total maintenance charges month by month from the Owner/s of the Flats and Car Parking Space.

m) The said building shall be called and be always be known as by the name of **'PALM VILLA'**.

n) That the Owner and/ or the Developer or his/their heirs, administrators, legal representatives and successor-in-office, assigns shall not do anything or make any act or grant, allow, transfer of the said land whereby the common right of the other Purchaser/s and other Co-Owners hereunder accrued by this Deed of Indenture may be prejudicially affected.

o) The Purchaser and the other Co-owners also be entitled to the right of using the common passage as aforesaid for easy ingress and egress and also access in the same, sewerage, sewers, soil, rain water pipe lines, electric wiring lines and to the common parts and also in the common electric meter room, main electric line, boundary walls, underground water reservoir and overhead water tank for its' repairing after information the Association.

AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

i) That the Deeds, documents and writings mentioned hereinabove which are now in the custody of the Owner/Developer shall be handed over to the Secretary of the Association of the flat Owners in the said building(except the original Title Deed of the land and building Sanction Plan) as and when from the Secretary shall covenant with the Purchaser/s of the respective Flats, unless prevented by fire, earthquake or other inevitable accident upon every reasonable request and at the cost of the Purchaser/s of the respective Flat/s produce or cause to be produced the same to the Purchaser/s of the respective Flats, their agents or any Attorney of them.

ii) The Owner doth hereby further covenants with the Purchaser that, the Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances, liabilities whatsoever by the Owner done or executed or caused to be produced, done or executed or knowingly suffered to the - contrary the Owner has good right, full power, absolute authority and indivisible title to grant sale, convey, transfer, assign and assure **A N D** the said undivided, proportionate share in the land of the Premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be made unto and to the use of the Purchaser in the manner aforesaid according to the true intents and meaning of the presents free from all encumbrances, without any suit, hindrance, eviction, interruption, disturbance, claim, demand whatsoever from or by the Owner and the Owner or any other person or persons lawfully or equitably claiming from under or in trust for the Owners **AND THAT** freely and clearly and absolutely acquitted, exonerated and released and discharged or otherwise by and at the costs and expenses of the Owner and Developer well and sufficiently be saved, defended, kept harmless indemnified of from the and against all manner of defects in title, lispendens, attachments and encumbrances, execution and liabilities whatsoever and made or suffered by the Owner/ Developer or any person or persons lawfully and equitably claiming through or under or in trust from them or any of them other than the Owner and the Developer and **FURTHER** that the Owner/the Developer and all persons having lawfully or equitably claiming any right, title, interests, costs whatsoever in the said undivided, proportionate share or any part thereof.

The Owner and/ or the Developer shall and will from time to time and at all times hereinafter at the request and costs of the Purchaser make, do, acknowledge and execute or caused to be done, made, knowledged and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said undivided, proportionate share as aforesaid and to the use of the Purchaser as shall or may be reasonably required.

The Owner and/ or the Developer herein, hereby declare and assure the **PURCHASER** herein, that, the said **Second Schedule** mentioned self-contained **Flat, being No. '1A' and the said Car Parking Space No. '6'** are free from all encumbrances, lien, lispensens, mortgage, charges, security, guarantee etc. whatsoever including any Third Party claim, right, title and interest etc. or previous claim or free from any kind of Legal Proceedings and not at all otherwise affected by any order of the Competent Court, Tribunal, Land Acquisition Department or any Tax Tribunal or any other Govt. or Semi-Govt. Authorities etc. The **Owner and/ or the Developer** herein, further declare that, he/they have paid all necessary rents, rates, taxes and charges to the Concerned Authorities up to date. If, subsequently any liability arises in regard to the non-payment of any outstanding rents, rates and charges in respect to the Schedule mentioned flat , up to the date of transfer, by virtue of these presents, the **Owner and/or the Developer** herein, shall be liable to pay off all such outstanding rents, rates and charges etc. along with interest and penalty (if any) on demand of the Concerned Authorities and upon request of the **PURCHASER** herein.

FIRST SCHEDULE AS REFERRED TO HEREINABOVE

(Description of the LAND/PREMISES/PROPERTY)

ALL THAT piece and parcel of a plot of Bastu land measuring about **03 Cottahs 13 Chittaks 39 sq. ft.** more or less[Net Land Area], together with a newly constructed G + III storied building, standing thereon, lying and/situated in Mouza – Nayabad, Pargana – Khaspur, J.L. No. 25, Touzi No. 56, Sheet No. 2 on portion of R.S. Dag No. 162, R.S. Khatian No. 78, R.S. No. 3, together with land and premises with necessary easements being **Municipal Premises No. 3768, Nayabad, Ward NO. 109, Borough – XII, under P.S. Purba Jadavpur now Panchasayar, at present within the limits of the Kolkata Municipal Corporation, Assessee No. 31-109-08-9345-6, in the District of South 24 Parganas**, Additional District Sub-Registration office at Sealdah and District Sub-Registry Offices at Alipore, South 24 Parganas, together with all easement rights attached thereto and butted and bounded as follows :

On the North : By Scheme Plot No. 13.

On the South : By 20 FT. Wide Black Top Road.

On the East : By Scheme Plot No. 12.

On the West : By Scheme Plot No. 9.

SCHEDULE 'B' ABOVE REFERRED TO

[SAID PROPERTY/UNITS]

ALL THAT piece and parcel of one self-contained finished residential 3BHK Flat, in habitable condition, finished with marble flooring, being

Flat No. '1A', on the 1st. Floor, at the South – Western side, measuring 815 SQ. FT. more or less, mutually agreed Carpet Area, equivalent to 1060 Square Feet more or less, mutually agreed super built-up area, be the same a little more or less, consisting of Three Bedrooms, One kitchen, One Living cum Dining, One Toilet, One W.C. and One Verandah, together with all fittings and fixture thereto of the said flat, along with One Car Parking Space, under roof, being No. '6', measuring 120 Sq. ft. more or less, in the Ground Floor, of the said G + III storied building, known as 'PALM VILLA', WITH LIFT facility, together with the undivided proportionate share of the First Schedule mentioned land and premises attributable to the said Flat and Car Parking Space, along with easement rights of common areas & passage attached thereto for free ingress or egress without hindrance of the said building with all fittings and fixture thereto, together with the rights of use the ultimate roof, stair case/landing, Lift, water reservoir connecting with the corporation water supply, Common overhead water tank and its structure pump motor pipe and ducts, sewerage etc. and other common areas of the said building from ground floor to top floor of the building, lying and situated at and being known as Premises No. 3768, Nayabad, Ward – 109, Borough – XII, Kolkata – 700 099, P.O. Mukundapur, P.S. Purba Jadavpur now Panchasayar, District – South 24 Parganas, within the Jurisdiction of The Kolkata Municipal Corporation. The said Flat and Car Parking Space are delineated with RED border lines in the Plans annexed herewith.

THIRD SCHEDULE ABOVE REFERRED TO :
[COMMON AREAS AND FACILITIES]

1. Stairs, Stair cases on all floors.
2. Stair case landing and mid landings from all floors.
3. Common passage from Public Road, entrance gate up to the stair case on the ground floor and lobby/path way up to the entrance of the Schedule Appt.
4. Common passage and lobby on the ground floor
5. Roof, Mounted Room, Parapet wall, Caretaker's Room and other necessary installations.
6. Water pump with motor, underground and overhead water reservoir, water pipes and other common plumbing installation.
7. All open space in the front side and the side space surrounding the multi- storeyed building.
8. A 4 Passenger Lift of reputed brand (LASER) or make along with all necessary installation thereof.
9. All electrical fittings, electrical wiring, common electrical meter, common electrical meter board and other necessary electrical installations meant for common use for the flat/unit holders.
10. Drainage and sewers including man-hole Junction pits etc.
11. Boundary walls and main gate and/or side gates if any.
12. Such other common parts, areas, equipment and installations fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

FOURTH SCHEDULE ABOVE REFERRED TO**(COMMON EXPENSES)**

1. Municipal taxes and all outgoings imposed only appertaining to the common areas.
2. Electricity charges for the elevators, tanks, pumps, motors, pipes and ducts and in general all apparatus and installation existing for common use.
3. Payments made to the watch and ward staff, sweepers, scavengers and other personnel required for maintaining the common areas.
4. Installation of common services such as power, light, hot and cold water.
5. Repairing, maintenance replacing of any machinery or equipments and colouring the outer space of the building and the common portions.
6. The proportionate cost of salaries of Sweepers, Security person (if any), Electricians etc.
7. Any other expenses that have to be defrayed for emergent circumstances.

IN WITNESS WHEREOF, all the parties herein, hereby agreed, understood and have set and subscribed their hands, seal and signatures on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

In presence of:

WITNESSES :-

1.

SIGNATURE OF THE OWNER

2.

SIGNATURE OF THE PURCHASER

SIGNED, SEALED AND DELIVERED

In presence of:

WITNESSES :-

1.

SIGNATURE OF THE DEVELOPER

2.

Drafted and prepared by me in my office :

(SMITESH CHATTERJEE)

ADVOCATE[F/976/776/2011]

Alipore Criminal Court, Kol-27.

MEMO OF CONSIDERATION

RECEIVED from the within mentioned Purchaser the within mentioned total agreed sum of **Rs.** _____ (_____) only as full and final payment against sale of second schedule mentioned property, in terms of these presents, in the following manners :-

DATE	CASH/CHEQUE/D.D./RTGS/NEFT NO./ BANK, BRANCH	AMOUNT (Rs.)

TOTAL : RS _____ **/-**

[_____]

WITNESSES :

1.

Pallab Kumar Mondal and Gobinda Mistry

Gobinda Mistry

SIGNATURE OF THE DEVELOPER

2.