

DEED OF CONVEYANCE

1. Date :DAY OF 202

2. Place : BISHNUPUR

3.Parties :

3.11. ANJAN MITRA [PAN NO. AEEPM3300H & AADHAAR NO. 9531 3303 0086], son of Late Debidas Mitra, by faith Hindu, by occupation Business, by nationality Indian, residing at Rasikganj, Ukilpara, Bishnupur, P.O. & P.S. Bishnupur, District - Bankura, Pin - 722122, West Bengal, & **2. SOMNATH DEY** [PAN NO. AIGPD3028B, AADHAAR NO: 3572 8439 6658, MOBILE NO 7980 354 133], son of Dilip Kumar Dey, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Dalmadal Road, Bishnupur, P.O. & P.S. Bishnupur, District - Bankura, Pin-722122, West Bengal. The said **ANJAN MITRA** represented by his Constituted Attorney, **SWASTIK CONSTRUCTION**, having its office address at Kurbantala, Bishnupur, P.O. & P.S. Bishnupur, District - Bankura, Pin - 722 122, West Bengal, represented by its sole Proprietor **SOMNATH DEY** [PAN NO. AIGPD3028B & AADHAAR NO. 3572 8439 6658], son of Dilip Kumar Dey, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Dalmadal Road, Bishnupur, P.O. & P.S. Bishnupur, District - Bankura, Pin - 722 122, West Bengal. And the said **SOMNATH DEY** [PAN NO. AIGPD3028B & AADHAAR NO. 3572 8439 6658] son of Dilip Kumar Dey, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Dalmadal Road, Bishnupur, P.O. & P.S. Bishnupur, District - Bankura, Pin - 722 122, West Bengal. Hereinafter jointly called and referred to as the “**LANDOWNERS / VENDOR / DEVELOPER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, administrators, executors, representatives and assigns) of the **FIRST PART**.

AND

3.2 [PAN NO :, AADHAAR NO: MOB NO:], of , by faith , by occupation, by nationality - Indian, residing at

..... Hereinafter called and referred to as the “**PURCHASER**” (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

3.3 SOMNATH DEY [PAN NO : AIGPD3028B & AADHAAR NO :3572 8439 6658 MOB NO: 7980 354133], son of Dilip Kumar Dey, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Dalmadal Road, Bishnupur, P.O. & P.S. Bishnupur, District - Bankura, Pin - 722 122, West Bengal. Proprietor of **SWASTIK CONSTRUCTION**, having its office at Bishnupur Thana Gora, Kurbantala, P.O. & P.S. Bishnupur, District - Bankura, Pin - 722 122, West Bengal, 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 their heirs, executors, administrators, representative, and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchasers and the Developer/Confirming Party collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. Subject Matter of Conveyance :

4.1 Transfer of Said Flat& Appurtenances :

4.1.1 Said Flat : ALL THAT piece and parcel of one independent residential Flat, being Flat No. ‘.....’, on the..... Floor, Side, measuring (.....) Square Feet of Carpet area lying and situate in the building namely

“**TEJASWINI TOWER**”, situate at Municipal Holding No. 608/1 & 608/1/D (Bishnupur Municipality Ward no 19), P.O. & P.S. Bishnupur, District - Bankura, Pin - 722 122, West Bengal, more fully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is more fully described in the First Schedule hereinafter written, together with undivided share of land, common areas, common amenities and common facilities of the said property lying in the said building **[SOLD PROPERTY / SAID PROPERTY]**.

5. Background, Representations, Warranties and Covenants :

5.1 Representations and Warranties Regarding Title : The Landowner/Vendor and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

5.1.1 Ownership of Landowners : By virtue of the events and in the circumstances, the Landowners herein became the absolute joint owners of the First Schedule Property, free from all encumbrances and were in peaceful possession thereof, described as follows :

CHAIN AND TITLE REGARDING OWNERSHIP OF SOMNATH DEY AND ANJAN MITRA THE PRESENT OWNER HEREIN, IN L.R. DAG NO. 7496, IN MOUZA – BISHNUPUR MUNICIPALITY, IS AS FOLLOWS :-

5.1.1.1 ALL THAT piece and parcel of land measuring area 255 decimal more or less comprised in CS Plot No 2233 under Mouza : Bishnupur Municipality, Police Station: Bishnupur, J.L. No: 101 under the Additional District Sub-Registry Office: Bishnupur within the District : Bankura erstwhile belonged two full blooded brothers namely Manmathanath Mitra & Pramathananth Mitra both son of Benimadhab Mitra in equal share which had been correctly recorded in their names under CS (Cadastral Survey) Khatian

No 2933 in the CSROR to the effect of $1/2^{\text{nd}}$ share each comprised in Mouza : Bishnupur Municipality, Police Station: Bishnupur, J.L. No: 101. Then said Rabindranath Mitra son of Late Manmathanath Mitra sold out $1/4^{\text{th}}$ share equivalent to 63 decimal out of 255 decimal appertains to Plot No 2233 comprised in Mouza : Bishnupur Municipality, Police Station: Bishnupur, J.L. No: 101 by the virtue of registered deed of sale being no 4274 registered at the office of the SR, Vishnupur registered on 03/10/1964 in favour of four sons of Pramathananth Mitra namely Debidas Mitra, Durgadas Mitra, Santinath Mitra & Somnath Mitra who each acquired $1/16^{\text{th}}$ share equivalent to 16 decimal out of 255 decimal appertains to Plot No 2233 and in the same manner another son of Manmathanath Mitra namely Bhupendranath Mitra also sold out $1/4^{\text{th}}$ share equivalent to 64 decimal out of 255 decimal appertains to Plot No 2233 comprised in Mouza : Bishnupur Municipality, Police Station: Bishnupur, J.L. No: 101 by the virtue of registered deed of sale being no 2934 registered at the office of the SR, Vishnupur registered on 06/06/1964 in favour of Pramathananth Mitra who then became the owner and possessor of $3/4^{\text{th}}$ share equivalent to 192 decimal out of 255 decimal appertains to Plot No 2233 **AND** **WHEREAS** then Pramathananth Mitra passed away leaving behind legal heirs four sons namely Debidas Mitra, Durgadas Mitra, Santinath Mitra & Somnath Mitra who lastly inherited $3/4^{\text{th}}$ share of their deceased father Pramathananth Mitra by the virtue of law of inheritance and after all said Debidas Mitra, Durgadas Mitra, Santinath Mitra & Somnath Mitra became the owner and possessor of $1/4^{\text{th}}$ share each equivalent to 64 decimal out of 255 decimal appertains to Plot No 2233 by the virtue of law of inheritance and by the virtue of above mentioned registered deed of sale being no 4274/1964 **AND** **WHEREAS** then Durgadas Mitra passed away leaving behind legal heirs wife namely Ruprekha Mitra, daughter namely Banirupa Mitra and son namely Siddhartha Mitra who in joint inherited $1/4^{\text{th}}$ share of their deceased predecessor

Durgadas Mitra by the virtue of law of inheritance. Then said two son of deceased Pramathananth Mitra namely Santinath Mitra & Somnath Mitra & legal heirs of Durgadas Mitra namely Ruprekha Mitra and Banirupa Mitra and Siddhartha Mitra in joint sold out butted and bounded 5.1 decimal or 0.051 acre out of 25.5 decimal appertains to RS Plot No 2233 in connection with LR Plot No 7496 classified as Bastu comprised in Mouza : Bishnupur Municipality, Police Station: Bishnupur, J.L. No: 101 by the virtue of registered deed of sale being no 3995 registered at the office of the ADSR, Bishnupur registered on 10/12/2018 in favour of Sunita Medda wife of Sharadindu Medya **AND WHEREAS** then Somnath Mitra passed away leaving behind legal heirs wife namely Ratna Bali Mitra and son namely Kalyan Mitra who in joint inherited 1/4th share of their deceased predecessor Somnath Mitra by the virtue of law of inheritance. After said Santinath Mitra son of Late Pramathananth Mitra Mitra & legal heirs of Durgadas Mitra namely Ruprekha Mitra and Banirupa Mitra and Siddhartha Mitra & legal heirs of Somnath Mitra namely Ratna Bali Mitra and Kalyan Mitra in joint gifted 3.30 decimal out of 8.97 decimal appertains to RS Plot No 2233 in connection with LR Plot No 7496 calssified as Bastu comprised in Mouza : Bishnupur Municipality, Police Station: Bishnupur, J.L. No: 101 by the virtue of registered deed of gift being no 10058 registered at the office of the ARA-III, Kolkata registered on 19/10/2022 in favour of Subhajit Mitra son of Santinath Mitra who then sold out butted and bounded 3.30 decimal or 0.033 acre appertains to RS Plot No 2233 in connection with LR Plot No 7496 calssified as Bastu comprised in Mouza : Bishnupur Municipality, Police Station: Bishnupur, J.L. No: 101 by the virtue of registered deed of sale being no 180 registered at the office of the ADSR, Bishnupur registered on 19/01/2024 in favour of Sunita Medda wife of Sharadindu Medya **AND WHEREAS** then legal heirs of Durgadas Mitra namely Ruprekha Mitra and Banirupa Mitra and Siddhartha Mitra & legal heirs of Somnath Mitra namely

Ratna Bali Mitra and Kalyan Mitra in joint sold out butted and bounded 0.13 decimal out of 5.98 decimal appertains to RS Plot No 2233 in connection with LR Plot No 7496 calssified as Bastu comprised in Mouza : Bishnupur Municipality, Police Station: Bishnupur, J.L. No: 101 by the virtue of registered deed of conveyance being no 10057 registered at the office of the ARA-III, Kolkata registered on 19/10/2022 in favour of Sunita Medda wife of Sharadindu Medya **AND WHEREAS** said Sunita Medda wife of Sharadindu Medya was the owner and possessor of the Land measuring area (5.1 decimal + 3.30 decimal + 0.13 decimal) = 8.53 decimal or 0.0853 acre i.e. LR Plot no. 7496 classified as Bastu by the virtue of above mentioned three registered deeds of purchase which has been correctly recorded under separate LR Khatian No 25778 in the LRROR **AND WHEREAS** Sunita Medda wife of Sharadindu Medya sold out the said 0.0853 acre **Property by the virtue of regd. deed of sale being no. 4815/2024 registered on 04/10/2024 at the office of the ADSR, Bishnupur** in favourof **SOMNATH DEY** son of Dilip Kumar Dey who thereafter correctly recorded his purchased property under separate LR Khatian no. 32445 under the LRROR appertains to LR Plot no 7496 classified as Bastu.

AND WHEREAS the **ALL THAT** piece and parcel of land measuring area 255 decimal more or less comprised in CS Plot No 2233 under Mouza : Bishnupur Municipality, Police Station: Bishnupur, J.L. No: 101 under the Additional District Sub-Registry Office: Bishnupur within the District : Bankura erstwhile belonged two full blooded brothers namely Manmathanath Mitra & Pramathananth Mitra both son of Benimadhab Mitra in equal share which had been correctly recorded in their names under CS (Cadastral Survey) Khatian No 2933 in the CSROR to the effect of 1/2nd share each comprised in Mouza : Bishnupur Municipality, Police Station: Bishnupur, J.L. No: 101. Then said Rabindranath Mitra son of Late Manmathanath Mitra sold out 1/4th share

equivalent to 63 decimal out of 255 decimal appertains to Plot No 2233 comprised in Mouza : Bishnupur Municipality, Police Station: Bishnupur, J.L. No: 101 by the virtue of registered deed of sale being no 4274 registered at the office of the SR, Vishnupur registered on 03/10/1964 in favour of four sons of Pramathananth Mitra namely Debidas Mitra, Durgadas Mitra, Santinath Mitra & Somnath Mitra who each acquired $\frac{1}{16}^{\text{th}}$ share equivalent to 16 decimal out of 255 decimal appertains to Plot No 2233 and in the same manner another son of Manmathanath Mitra namely Bhupendranath Mitra also sold out $\frac{1}{4}^{\text{th}}$ share equivalent to 64 decimal out of 255 decimal appertains to Plot No 2233 comprised in Mouza : Bishnupur Municipality, Police Station: Bishnupur, J.L. No: 101 by the virtue of registered deed of sale being no 2934 registered at the office of the SR, Vishnupur registered on 06/06/1964 in favour of Pramathananth Mitra who then became the owner and possessor of $\frac{3}{4}^{\text{th}}$ share equivalent to 192 decimal out of 255 decimal appertains to Plot No 2233 **AND** **WHEREAS** then Pramathananth Mitra passed away leaving behind legal heirs four sons namely Debidas Mitra, Durgadas Mitra, Santinath Mitra & Somnath Mitra who lastly inherited $\frac{3}{4}^{\text{th}}$ share of their deceased father Pramathananth Mitra by the virtue of law of inheritance and after all said Debidas Mitra, Durgadas Mitra, Santinath Mitra & Somnath Mitra became the owner and possessor of $\frac{1}{4}^{\text{th}}$ share each equivalent to 64 decimal out of 255 decimal appertains to Plot No 2233 by the virtue of law of inheritance and by the virtue of above mentioned registered deed of sale being no 4274/1964 **AND** **WHEREAS** then Durgadas Mitra passed away leaving behind legal heirs wife namely Ruprekha Mitra, daughter namely Banirupa Ghosh and son namely Siddhartha Mitra who in joint inherited $\frac{1}{4}^{\text{th}}$ share of their deceased predecessor namely Durgadas Mitra by the virtue of law of inheritance as per Hindu Succession Act. At present the name of the deceased Durgadas Mitra has been correctly recorded under separate LR Khatian No 9721/1 under the LRROR

appertains to share 0.0441 equivalent to area 0.0112 acre in LR Plot No 7496 which has been inherited jointly by the all legal heirs of deceased Durgadas Mitra i.e. Ruprekha Mitra & Banirupa Ghosh & Siddhartha Mitra as per operation of Hindu Succession Act. **AND WHEREAS** then Somnath Mitra passed away leaving behind legal heirs wife namely Ratna Bali Mitra and son namely Kalyan Mitra who in joint inherited $\frac{1}{4}^{\text{th}}$ share of their deceased predecessor Somnath Mitra by the virtue of law of inheritance as per Hindu Succession Act. At present the name of the deceased Somnath Mitra has been correctly recorded under separate LR Khatian No 12912/1 under the LRROR appertains to share 0.0437 equivalent to area 0.0112 acre in LR Plot No 7496 which has been inherited jointly by the all legal heirs of deceased Somnath Mitra i.e. Kalyan Mitra & Ratna Bali Mitra as per operation of Hindu Succession Act.

Then said Banirupa Ghosh, Dr. Kalyan Mitra & Ratna Bali Mitra have in joint gifted out the butted and bounded the **property measuring area 0.01493 acre appertains to the RS Plot no. 2233 in connection with LR Plot no. 7496 comprised in Mouza : Bishnupur Municipality, Police Station: Bishnupur, J.L. No: 101 by the virtue of registered deed of gift being no. 5596/2024 registered on 12/12/2024 registered at the office of the ADSR, Bishnupur** in favour of **ANJAN MITRA** son of Late Debidas Mitra who thereafter correctly recorded his gifted property under separate LR Khatian no. 32532 under the LRROR appertains to LR Plot no 7496 classified as Bastu.

On the other hand after the demise of Debidas Mitra who was the owner and possessor of $\frac{1}{4}^{\text{th}}$ share equivalent to 64 decimal out of 255 decimal appertains to Plot No 2233 by the virtue of law of inheritance and by the virtue of above mentioned registered deed of sale being no 4274/1964 stated above, his one of the legal heirs i.e. **ANJAN MITRA** son of Late Debidas Mitra inherited the

property of his deceased father Debidas Mitra to the effect of 1250 share or 0.0319 acre which has been correctly recorded in his name under separate LR Khatian no. 32525 under the LRROR appertains to LR Plot no 7496 classified as Bastu.

3) Amalgamation : The said (a) SOMNATH DEY & (b) ANJAN MITRA present owners herein, amalgamated their respective plot of land into one single plot in total land measuring :

R.S. Dag No.	L.R. Dag No.	Area (in acre)	L.R. Khatian No.	Nature of Land	Joint Ownership [In Acre]
2233	7496	0.0149 acre	32532	Bastu	0.1321acre
2233	7496	0.0319 acre	32525	Bastu	
2233	7496	0.0853 acre	32445	Bastu	

In total a demarcated and amalgamated plot of Bastu land measuring area 0.1321 acre (zero point one three two one) Acre equivalent to 8 (Eight) Cottahs 5 (Five) Chittacks 38 (Thirty Eight) Square Feet be the same a little more or less comprised in L.R. Dag No. 7496 under L.R. Khatian No 32532, 32525 & 32445 followed by RS Dag no 2233 lying and situated in Mouza – Bishnupur Municipality, J.L. No. 101, P.S. Bishnupur, A.D.S.R., Bishnupur, within the local limit of Bishnupur Municipality, having Holding No. 608/1 & 608/1/D in Ward No. 19 under the Bishnupur Municipality, in the District - Bankura, West Bengal, more fully described in the First Schedule hereinafter written.

5.2Registered Development Agreement Executed in between said ANJAN MITRA and present Developer, SWASTIK CONSTRUCTION : It is to be

mentioned here that the said **ANJAN MITRA** one of the Landowner herein, entered into a Registered Development Agreement with **Swastik Construction**, represented by its Proprietor **Somnath Dey**, for developing the aforesaid amalgamated plot of land with some terms and conditions mentioned therein. The said Development Agreement was executed on 06/01/2025, registered on 10/01/2025, registered in the office of the A.D.S.R. Bishnupur, Bankura, and recorded in Book No. I, Volume No. 0103-2025, Pages from 8918 to 8951, being Deed No. 0023 for the year 2025.

5.3 Development Power of Attorney After Registered Development Agreement : The said Landowner on the basis of the said Registered Development Agreement, executed a Registered Development Power of Attorney after Registered Development Agreement, appointing the said **Swastik Construction**, represented by its Proprietor **Somnath Dey** as their constituted attorney. The said Development Power of Attorney after Registered Development Agreement was executed on 10.01.2025, registered on 10/01/2025, registered in the office of the A.D.S.R. Bishnupur, Bankura, and recorded in Book No. I, Volume No. 0103-2025, Pages from 8952 to 8968, being Deed No. 0107 for the year 2025.

5.4 Sanction of Building plan : After execution of the said **Development Agreement**, the said owners duly sanctioned a building plan from the concerned authority, vide building permit no SWS-OBPAS/1302/2025/0024 in respect of the aforesaid plot of land.

6. Construction of Building namely “TEJASWINI TOWER” :

6.1 Construction of Building namely “TEJASWINI TOWER” : On the basis of the aforesaid sanctioned building plan, the said **Swastik Construction**, represented by its Proprietor **Somnath Dey**, Developer herein, duly constructed One multi storied building namely “TEJASWINI

TOWER” on the said plot of land and which is more fully described in the First Schedule hereunder written.

6.2 **Land Share :** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the Carpet area of the Said Flat bears to the total Carpet area of the Said Building.

6.3 **Share In Common Portions :** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the Carpet area of the Said Flat bears to the total Carpet area of the Said Building.

7. **Desire of Purchase & Acceptance :**

7.1 **Desire of Purchasers for purchasing a Flat from Developer’s Allocation :** The Purchasers herein perused and inspected Title Deeds, Registered Development Agreements, Registered Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied themselves in regards thereto and approached to the Developer herein, to purchase **ALL THAT** piece and parcel of one independent and complete Residential Flat, being **Flat No. ‘.....’, on the** **Floor,** **Side, measuring** (**.....**) **Square Feet** of Carpet area lying and situate

in the said building namely “**TEJASWINI TOWER**”, situate at Municipal Holding No.608/1 & 608/1/D Ward No – 19(Bishnupur Municipality), P.O. & P.S. Bishnupur, District - Bankura, Pin - 722 122, West Bengal, from Developer’s Allocation, which is morefully described in the First Schedule hereunder written, together with land share and share in common portion and morefully described in the Second Schedule hereunder written.

- 7.2 **Acceptance by Developer** : The Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers and agreed to sell the **SAID FLAT / SAID PROPERTY** morefully described in the Second Schedule hereunder written, together with land share and share in common portion.
- 7.3 **Consideration** : The total sale consideration of the **SAID PROPERTY** is **Rs...../-**
(Rupees.....)only and subsequently the Purchasers herein already paid the same to the Developer/Confirming Party herein, as per memo attached herewith.
- 7.4 **True and Correct Representations** : The Landowners/Vendors are the absolute and undisputed joint owners of the First Schedule property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.
8. **Representations, Warranties and Covenants regarding Encumbrances** : The Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows
- 8.1 **No Acquisition / Requisition** : The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and / or any part of the property in which the present building is lying and

declare that the Said Property is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

- 8.2 **No Encumbrance by Act of Landowners & Developer :** The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 8.3 **Right, Power and Authority to Sell :** The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers herein.
- 8.4 **No Dues :** No tax in respect of the Said Property is due to the concerned authority or authorities and no Certificate Case is pending for realization of any taxes from the Landowners/Vendors and the Developer/Confirming Party herein.
- 8.5 **No Mortgage :** No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Property or any part thereof.
- 8.6 **No Personal Guarantee :** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 8.7 **No Bar by Court Order or Statutory Authority :** There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and / or alienating the Said Property or any part thereof.
9. **Basic Understanding :**
 - 9.1 **Agreement to Sell and Purchase :** The Purchasers herein have approached to the Developer/Confirming Party and the

Landowners/Vendors and offered to purchase the **SAID PROPERTY** from Developer's Allocation and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Property from the Developer/Confirming Party and Landowners/Vendors herein.

10. Transfer :

10.1 Hereby Made : The Landowner/Vendor and Developer/Confirming Party hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID PROPERTY** morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building, described and referred in the Part-II of the Third Schedule hereinafter written and Floor Plan of the said property is attached herewith.

10.2 Consideration : The aforesaid transfer is being made in consideration of a sum of Rs...../- (**Rupees.....**)**only** paid by the Purchasers to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admits and acknowledges.

11. Terms of Transfer :

11.1 Salient Terms : The transfer being effected by this Conveyance is :

11.1.1 Sale : A sale within the meaning of the Transfer of Property Act, 1882.

11.1.2 Absolute : Absolute, irreversible and perpetual.

11.1.3 Free from Encumbrances : Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands,

encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

11.2 Subject to : The transfer being effected by this Conveyance is subject to :

11.2.1 Indemnification : Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at cost of the Purchasers, forthwith take all necessary steps to remove and / or rectify.

11.2.2 Transfer of Property Act : All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

11.3 Delivery of Possession : Khas, vacant and peaceful possession of the Said Property has been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.

11.4 Outgoings : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Property relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and

Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

11.5 Holding Possession : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.

11.6 No Objection to Mutation : The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in all records of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

11.7 Further Acts : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowner/Vendor and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request

and cost of the Purchasers and / or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Amalgamated Plot of Land]

ALL THAT piece and parcel of land measuring :

R.S. Dag No.	L.R. Dag No.	Area (in acre)	L.R. Khatian No.	Nature of Land	Joint Ownership [In Acre]
2233	7496	0.0149 acre	32532	Bastu	0.1321acre
2233	7496	0.0319 acre	32525	Bastu	
2233	7496	0.0853 acre	32445	Bastu	

In total a demarcated and amalgamated plot of Bastu land measuring area 0.1321 acre (zero point one three two one) Acre equivalent to 8 (Eight) Cottahs 5 (Five) Chittacks 38 (Thirty Eight) Square Feet be the same a little more or less comprised in L.R. Dag No. 7496 under L.R. Khatian No 32532, 32525 & 32445 followed by RS Dag no 2233 lying and situated in Mouza – Bishnupur Municipality, J.L. No. 101, P.S. Bishnupur, A.D.S.R., Bishnupur, within the local limit of Bishnupur Municipality, having Holding No. 608/1 & 608/1/D in Ward No. 19 under the Bishnupur Municipality, in the District - Bankura, West Bengal, The plot of land is butted & bounded as follows :-

NORTH : REST LAND OF RS DAG NO 2233

SOUTH : 15 FT WIDTH MUNICIPALITY ROAD OF RS DAG NO 2238

EAST : 12 FT WIDTH MUNICIPALITY ROAD

WEST : 8 FT Width Road

THE SECOND SCHEDULE ABOVE REFERRED TO

[Sold Property / Said Property]

[Description of Flat]

ALL THAT piece and parcel of one independent Tiles flooring residential flat, being Flat No. '.....', on the Floor, Side , measuring (.....)**Square Feet be the same a little more or less of Carpet Area** consisting Bed Room, One Drawing cum Dining, One Kitchen, Toilet &..... Balcony, lying and situate in the said building namely "**TEJASWINI TOWER**", situate at Municipal Holding Nos. 608/1 & 608/1/D (Bishnupur Municipality), at Ward No. 19, P.O. & P.S. Bishnupur, District - Bankura, Pin - 722 122, West Bengal, lying and situate on the said plot of land and which is more fully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, lying in the said building, is butted & bounded as follows :-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land more fully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartible share of common areas and common amenities more fully and specifically described in the Fourth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoir/tanks, water pipes, water pumps of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters. Lights and fittings in the common area and spaces.
- :: Open and/or covered paths and passages.
- :: Ultimate Roof of the building.
- :: Generator Back up in common area, Security Room.
- :: Boundary walls and main gates of the Said Building.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.
- :: Right of common passage in common portion, installation of T.V Antena, AC Outdoor unit etc

THE FIFTH SCHEDULE ABOVE REFERRED TO

[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.
3. Association : Establishment and all other capital and operational expenses of the Association of the flat & Shop owners of the building.
4. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
5. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building].
6. Insurance : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
7. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building.
8. Rates and Taxes : Municipal Tax, surcharge, Water Tax and other levies in respect of the said building save those separately assessed on the buyer.
9. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building.

THE SIXTH SCHEDULE ABOVE REFERRED TO

[Rights and obligations of the purchasers]

Absolute User Right :

The purchasers shall have full, complete and absolute rights of use in common with the other owners and / or occupiers of the different flat of the building :

The common areas and amenities as described in the Fourth & Fifth Schedule herein before.

Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat including all boundaries and / or load bearing or dividing and / or separating and / or supporting walls, the purchasers shall have to maintain the floor of the said flat, so that it may not cause leakage or slippage to the floor underneath.

Obtaining telephone connection to the said Flat as well as the right of fixing television antenna and / or Radio Serials on the roof of the said property and for this purpose, the purchasers shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchasers shall restore forthwith such dug up holes or excavations at their own costs and expenses.

Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.

Mutating their names as owners of the said flat in the records of the Government or local Authority and / or have the said property separately numbered and assessed for taxes.

Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the

flat described in schedule in any manner, so as to effect the vendors/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.

Sell, mortgage, lease or otherwise alienate the said property hereby conveyed.

To take separate electric meter, gas and other necessary connections and / or lines for the use and enjoyment of the said property hereby purchased.

Obligations :

The purchasers shall not store any inflammable and / or combustible articles in the said property.

The purchasers shall not store any rubbish or any other things in the stair case not to the common areas and / or parts causing inconveniences and also disturbances to other owners and occupiers of the building.

The purchasers shall not make any additions and alterations in the said Flat, whereby the main building may be damaged, but the purchasers shall be entitled to erect wooden partition in the flat for the purpose of their family requirement.

The purchasers shall also pay their proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion as decided by the members of the Society with all required proposal and consent.

Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building by the developer and also not to make any objection to the developer and / or its associates for constructing any further floor over the existing floor of the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building or premises.
2. The right in common with the other purchasers to get electricity, water connection from and to any other unit or common parts through pipes,

drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit / and / or parts and / or common areas.

3. The right of protection for other common parts of the building by all parts of the unit as far as it is necessary to protect the same.
4. The right of the enjoyment of the other common parts of the building.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchasers shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

[Management & Maintenance of the Common Portions]

1. The co-owners of the flats/shops shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchasers fulfilling their obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and / or expedient for the common purposes and the purchasers shall co-operate with the vendors/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

2. Upon formation of the Association/Society, the Vendors/Developer shall transfer all its rights and obligations as also the residue then remaining of the deposits made by the purchasers or otherwise after adjusting all

amounts their remaining due and payable by the purchasers and the amounts so transferred henceforth be so held the Association/Society under the account of purchasers for the purpose of such deposit.

3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendors/developer for all liabilities due to non fulfillment of their respective obligations by the co-owners and / or the Association/Society.

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

SIGNED, SEALED AND DELIVERED

by the parties at Bishnupur

In presence of :-

1.

2.

SOMNATH DEY
Prop. of Swastik Construction
As Constituted Attorney of
ANJAN MITRA
Landowners/Vendors

PURCHASER

SOMNATH DEY

Proprietor of
SWASTIK CONSTRUCTION

Developer/Confirming Party

MEMO OF CONSIDERATION

Received with thanks from the above named purchasers, a sum of

Rs...../- (Rupees) only towards the total consideration of the said Property morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchasers.

Date	By Cash/ Cheque	BANK & BRANCH	Amount
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TOTAL AMOUNT : Rs...../=Witnesses :-

1.

2.SOMNATH DEY

**PROPRIETOR OF
SWASTIK CONSTRUCTION
Developer/Confirming Party**

DATED THE DAY OF 20

DEED OF CONVEYANCE

BETWEEN

ANJAN MITRA & SOMNATH DEY
Landowner/Vendor

Purchaser

SOMNATH DEY
PROPRIETOR OF
SWASTIK CONSTRUCTION
Developer/Confirming Party

Drafted By:

.....

DEED WRITER

LICENSE NO:

BISHNUPUR ADSR OFFICE

