

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS THE DAY
OF , 2020 (TWO THOUSAND AND TWENTY) ANNO
DOMINI.

BY

M/S. NIRMAL BUILDERS, a Sole Proprietorship Concern, having its Office at 11, Hari Sava Math, Brahmapur, near Agradoot Club, Post Office Bansdrone, Police Station Bansdrone (previously Regent Park), Kolkata – 700070, District: South 24 – Parganas and being represented by its Sole Proprietor SRI NIRMAL DEBNATH (PAN : ADTPD 5129 R) (AADHAR 5519 5057 4722), son of Sri Fatick Debnath, by religion Hindu, by nationality Indian, by occupation Business and residing at 19, Jubilee Park, Post Office Brahmapur, Kolkata – 700096, Police Station Bansdrone (previously Regent Park), District: South 24 Parganas, hereinafter called and referred to as the OWNER / VENDOR (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Proprietor's heirs, executors, successors, administrators and legal representatives and assigns) of the FIRST PART.

TO AND IN FAVOUR OF

(I) (PAN) (AADHAAR), son of , by religion , by nationality Indian, by occupation Service, residing at hereinafter jointly called and referred to as the PURCHASERS (which term or expression unless excluded by and repugnant to the context shall mean and include their respective heirs, successors, executors, legal representatives, administrators and assigns) of the SECOND PART.

WHEREAS Sone Ismail Seikh was the sole and absolute Owner of ALL THAT the piece and parcel of land measuring about 0.16 (Zero Point One Six) Acre, lying and situate within the District : South 24 Parganas, Police Station Bansdrone (previously Regent Park), Additional District Sub Registrar at Alipore, J.L. No.48, R.S. No.169, Touzi No. 60, Mouza Brahmapur, appertaining to R.S. Khatian No.280, comprising R.S. Dag No.513.

During his sole and absolute ownership and peaceful possession and enjoyment of the said property, the said Ismail Seikh died intestate, leaving behind his surviving wife namely Kariman Bibi and four sons namely Kaoser Ali Sekh, Sayad Ali Sekh, Yeaar Ali Seikh and Pear Ali Seikh and one daughter namely Safiran Bibi, as his only legal heirs and / or successors, to succeed and / or inherit the property, as left by the said Ismail Seikh.

Accordingly, as per the provisions of Mohammedan Law of Inheritance, the said Kariman Bibi, Kaoser Ali Sekh, Sayad Ali Sekh, Yeaar Ali Seikh, Pear Ali Seikh and Safiran Bibi, have become the joint and absolute Owners and Possessors of the above mentioned property and they have also recorded their names in the books and records of the Revisional Settlement and the records were published.

AND WHEREAS said Safiran Bibi (daughter of Late Ismail Seikh) sold and/or conveyed ALL THAT the piece and parcel of undivided and un-partitioned 1/5th (One – Fifth) share and interest out of the Total Land measuring about 0.16 (Zero Point One Six) Acre, lying and situate within the District : South 24 Parganas, Police Station Bansdroni (previously Regent Park), Additional District Sub Registrar at Alipore, J.L. No.48, R.S. No.169, Touzi No. 60, Mouza Brahmapur, appertaining to R.S. Khatian No.280, comprising R.S. Dag No.513, against receipt of a fair consideration amount, to and in favour of Rahiman Bibi (wife of Kaoser Ali Sekh), by virtue of execution and registration of a Deed of Conveyance dated 06.02.1956. The said Deed was registered at the Office of the Sub - Registrar at Alipore and recorded in Book No. I, Volume No. 26, from 71 to 77 Pages and being Deed No.860 for the year 1956.

On and from the date of purchase of the said property, the said Rahiman Bibi started to possess and enjoy the same solely and absolutely and without any disturbance and/ or hindrance from anybody.

AND WHEREAS the said Kaoser Ali Sekh (son of Late Ismail Seikh) sold and/or conveyed his share i.e. ALL THAT the piece and parcel of undivided and un-partitioned share and interest out of the Total Land measuring about 0.16 (Zero Point One Six) Acre, lying and situate within the District : South 24 Parganas, Police Station

Bansdroni (previously Regent Park), Additional District Sub Registrar at Alipore, J.L. No.48, R.S. No.169, Touzi No. 60, Mouza Brahmapur, appertaining to R.S. Khatian No.280, comprising R.S. Dag No.513, and various other properties, against receipt of a fair consideration amount, to and in favour of his four sons namely Mahammad Ali Sekh, Jiad Ali Seikh, Sumser Ali Seikh and Akbar Ali Seikh (sons of Kaoser Ali Sekh), by virtue of execution and registration of a Deed of Conveyance dated 11.07.1972. The said Deed has been registered at the Office of the District Sub - Registrar at Alipore and recorded in Book No. I, Volume No. 67, from 116 to 125 Pages and being Deed No.2957 for the year 1972.

AND WHEREAS the said Rahiman Bibi died intestate leaving behind his surviving four sons namely Mahammad Ali Sekh, Jiad Ali Seikh, Sumser Ali Seikh and Akbar Ali Seikh and five daughters namely Gulam Bibi, Nurjan Bibi, Fuljan Bibi, Rupjan Bibi and Supjan Bibi, as her legal heirs and/or successors to inherit and/ or succeed the properties / estates left by the said Rahiman Bibi.

After the demise of the said Rahiman Bibi and as per the Mohemmedan law of Inheritance, the said Mahammad Ali Sekh, Jiad Ali Seikh, Sumser Ali Seikh, Akbar Ali Seikh, Gulam Bibi, Nurjan Bibi, Fuljan Bibi, Rupjan Bibi and Supjan Bibi have become the joint and absolute Owners and Possessors of the above mentioned property and started to possess and enjoy the same jointly and absolutely and without any disturbance and / or hindrance form anybody.

AND WHEREAS the said Sayad Ali Sekh, Yeaar Ali Seikh, Pear Ali Seikh, Mahammad Ali Sekh, Jiad Ali Seikh, Sumser Ali Seikh, Akbar Ali Seikh, Gulam Bibi, Nurjan Bibi, Fuljan Bibi, Rupjan Bibi and Supjan Bibi, jointly and mutually sold and / or conveyed ALL THAT the piece and parcel of land measuring about 02 (Two) Cottahs 06 (Six) Chittacks and 32 (Thirty Two) Sq.Ft., lying and situate within the District : South 24 Parganas, Police Station Bansdroni (previously Regent Park), Additional District Sub Registrar at Alipore, J.L. No.48, R.S. No.169, Touzi No. 60, Mouza Brahmapur, appertaining to R.S. Khatian No.280, comprising R.S. Dag No.513, on receipt of a fair

consideration, to and in favour of one Sri Bipad Bhanjan Das (son of Late Rakha Hari Das), by virtue of execution and registration of a Deed of Sale dated 28.06.1989. The said deed has been registered at the Office of the Additional District Sub Registrar at Alipore and recorded in Book No. I, Volume No. 46, from 177 to 193 Pages and being Deed No. 2162 for the year 1989.

On and from the date of purchase of the above mentioned property, the said Bipad Bhanjan Das has become the sole and absolute Owner and Possessor of the abovementioned property and started to possess and enjoy the same solely and absolutely and without any disturbance and / or hindrance from anybody and also mutated his name in the books and records of the Kolkata Municipal Corporation and the said property has been known and numbered as the KMC Premises No. 163, Seikh Para, Kolkata 700096 and started to be assessed under Assessee No. 31-111-23-0163-3.

During his such sole and absolute ownership and peaceful possession and enjoyment of the same, the said Bipad Bhanjan Das sold and/ or conveyed ALL THAT the piece and parcel of land measuring about 02 (Two) Cottahs 06 (Six) Chittacks and 32 (Thirty Two) Sq. Ft., lying and situate within the District : South 24 Parganas, Police Station Bansdroni (previously Regent Park), Additional District Sub Registrar at Alipore, J.L. No.48, R.S. No.169, Touzi No. 60, Mouza Brahmapur, appertaining to R.S. Khatian No.280, comprising R.S. Dag No.513, within the limits of the Kolkata Municipal Corporation, Ward No. 111 and being known and numbered as the KMC Premises No. 163, Seikh Para, Kolkata 700096, on receipt of a fair consideration, to and in favour of one M/S. NIRMAL BUILDERS, represented by its Sole Proprietor namely SRI NIRMAL DEBNATH, (son of Sri Fatick Debnath), by virtue of execution and registration of a Deed of Conveyance dated 20.07.2010. The said deed have been registered at the Office of the Additional District Sub Registrar at Alipore and recorded in Book No. I, CD Volume No. 26, from 3511 to 3523 Pages and being Deed Nos. 06070 for the year 2010.

LIKEWISE the said Sayad Ali Sekh, Yeaar Ali Sekh, Pear Ali Sekh, Mahammad Ali Sekh, Jiad Ali Sekh, Sumser Ali Sekh, Akbar Ali Sekh, Gulam Bibi, Nurjan Bibi, Fuljan

Bibi, Rupjan Bibi and Supjan Bibi, jointly and mutually sold and / or conveyed ALL THAT the piece and parcel of land measuring about 02 (Two) Cottahs 07 (Seven) Chittacks and 05 (Five) Sq. Ft., lying and situate within the District : South 24 Parganas, Police Station Bansdroni (previously Regent Park), Additional District Sub Registrar at Alipore, J.L. No.48, R.S. No.169, Touzi No. 60, Mouza Brahmapur, appertaining to R.S. Khatian No.280, comprising R.S. Dag No.513, on receipt of a fair consideration, to and in favour of one Bhabatosh Chowdhury (son of Late Gour Kishor Chowdhury), by virtue of execution and registration of a Deed of Sale dated 28.06.1989. The said deed has been registered at the Office of the Additional District Sub Registrar at Alipore and recorded in Book No. I, Volume No. 50, from 167 to 184 Pages and being Deed No. 2161 for the year 1989.

On and from the date of purchase of the above mentioned property, the said Bhabatosh Chowdhury has become the sole and absolute Owner and Possessor of the abovementioned property and started to possess and enjoy the same solely and absolutely and without any disturbance and / or hindrance from anybody and also mutated his name in the books and records of the Kolkata Municipal Corporation and the said property has been known and numbered as the KMC Premises No. 164, Seikh Para, Kolkata 700096 and assessed under Assessee No. 31-111-23-0164-5.

AND WHEREAS during his such sole and absolute ownership and peaceful possession and enjoyment of the above mentioned property, the said Bhabatosh Chowdhury sold and / or conveyed his property as mentioned above i.e. ALL THAT the piece and parcel of land measuring about 02 (Two) Cottahs 07 (Seven) Chittacks and 05 (Five) Sq. Ft., lying and situate within the District : South 24 Parganas, Police Station Bansdroni (previously Regent Park), Additional District Sub Registrar at Alipore, J.L. No.48, R.S. No.169, Touzi No. 60, Mouza Brahmapur, appertaining to R.S. Khatian No.280, comprising R.S. Dag No.513, within the limits of the Kolkata Municipal Corporation, Ward No. 111 and being known and numbered as the KMC Premises No. 164, Seikh Para, Kolkata 700096, on receipt of a fair consideration, to and in favour of one M/S. NIRMAL BUILDERS, represented by its Sole Proprietor namely SRI NIRMAL

DEBNATH, (son of Sri Fatick Debnath), by virtue of execution and registration of a Deed of Conveyance dated 20.07.2010. The said Deed was registered at the Office of the Additional District Sub Registrar at Alipore and recorded in Book No. I, Volume No. 26, from 3498 to 3510 Pages and being Deed No. 06069 for the year 2010.

.On and from the date of purchase of the same, the Owner herein-named started to possess & enjoy the entire said property absolutely and without any disturbance and/or hindrance from anybody and also mutated his name in the books & records of the Competent Authority of The Kolkata Municipal Corporation and the said property of about 04 (Four) Cottahs 13 (Thirteen) Chittacks 37 (Thirty Seven) Sq. Ft., has started to be known and numbered as the KMC Premises No.163, Seikhpara, Kolkata – 700096 and being assessed under the Assessee No. 31-111-23-0163-3 and he has started to pay the tax & other payables regularly.

Subsequently, for the purpose of better use & utilization of the property, the Owner / Vendor herein-named has decided to Develop the property by raising a Multistoried building thereon and thereafter with his initiation and investment, a Building Plan was prepared by a Competent Engineer and the same was submitted before the Competent Authority of the Kolkata Municipal Corporation and after proper compliance of all the provisions of various Acts & Rules of the Municipal Corporation, the said Building Plan has been sanctioned by the Competent Authorities of The Kolkata Municipal Corporation vide Building Permit No. 2019110062 dated 29.07.2019 under the P/Case No. 2018110558, for raising a G + Three storied building.

Thereafter, the said M/s. Nirmal Builders, represented by its Sole Proprietor namely Sri Nirmal Debnath, the Owner / Vendor herein has deputed various Technical Persons, Masons and Labours for the purpose of construction of the said proposed G + Three Storied Building and the work of construction has been completed in all respect.

AND WHEREAS on announcement by the Owner / Vendor herein, to book unit/s and/or space/s and being desirous to purchase and book a self-sufficient residential Flat, being no. 2/1, on the South – Eastern Side of the Second Floor, measuring about
Sq. Ft., Super built – up area, out of the G + 3 Storied building,

the Purchasers herein named have inspected the papers and documents in respect of the property and being satisfied with the title of the Land Owners and the right, interest and authority of the Owner / Vendor herein in respect of disposal of the property under the Schedule herein, the Purchasers herein named have placed a proposal before the Owner / Vendor herein to purchase ALL THAT the self – sufficient residential Flat, being no. 2/1, on the South – Eastern Side of the Second Floor, measuring about 850 (Eight Hundred and Fifty) Sq. Ft., Super built – up area, out of the G + Three Storied Building, TOGETHER WITH all the common rights, facilities, amenities, liberties and liabilities ALONG WITH the proportionate share and interest in the land underneath, which is more fully described under the Schedule ‘C’ below, at or for a total price of Rs.

) only.

Finding the proposal as an acceptable one, the Owner / Vendor herein has decided to sell the said Flat, constructed and lying on the plot of land as mentioned under the Schedule ‘A’ herein above, of the G + Three storied building, which is more-fully described under the Schedule - "C" hereunder and shown in the annexed Plan by RED Border Line, to and in favour of the Purchasers herein-named, at or for a lump sum price and/or consideration of Rs) only, together with the undivided proportionate share of land and premises along with all the easement rights, privileges and benefits as also the common facilities, amenities and rights as provided to all the Purchasers, subject to the stipulations and conditions to be followed and/or observed by the Purchasers herein along with the other co-owners of the said building and for the same the Parties have entered into an Agreement for Sale on and the Purchasers herein-named have started to pay the said consideration amount.

Subsequently, after making arrangement of money towards payment of the residue portion of the settled consideration amount as also the required expenses for the purpose of execution and registration of the required Deed of Conveyance, the Purchasers herein named have requested the Developer herein named to handover the possession of the said Flat and to execute the required Deed of Conveyance and to make the same registered to

conclude the transaction, after receiving the residue portion of the settled consideration amount, on which the Developer herein named has agreed.

AND HENCE THIS DEED OF CONVEYANCE.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance to the said Agreement for Sale on _____ and in consideration of the said sum of Rs. _____) only, well and truly paid by the Purchasers to the Owner / Vendor herein on or before the execution of these presents as per Memo of Consideration attached herewith and the Owner / Vendor herein, of and from the same and every part thereof does hereby acquit, release, exonerated and forever discharge the Purchasers as well as the said Flat, as more fully described in the Schedule - "C" hereunder written and every part thereof hereby sold A N D the Owner / Vendor herein do hereby sell, grant, transfer, convey, assign and assure unto and in favour of the Purchasers herein, free from all sorts of encumbrances and the Owner / Vendor herein does hereby confirm the said transfer of ALL THAT the self – sufficient residential Flat, being no. 2/1, on the South – Eastern Side of the Second Floor, measuring about 850 (Eight Hundred and Fifty) Sq. Ft., Super built – up area, out of the G + Three Storied Building, constructed & lying on the plot of land as mentioned under the Schedule ‘A’ herein above and being known & numbered as the KMC Premises No. 163, Seikh Para, Kolkata – 700096, as more fully and particularly mentioned in the Schedule - "C" hereunder written ALONG WITH all easement and quasi-easement rights and benefits for the use and enjoyment of the said Flat TOGETHER WITH the right to use the common areas, facilities, amenities and installations and other fittings and fixtures in the said building as more-fully described in the Schedule-"D" hereunder written in common with all other Owners/Occupiers of the said building for the purpose of uninterrupted egress and ingress and for other beneficial use and enjoyment of the said land, building and premises (the Flat, as mentioned above, is more-fully and particularly shown in the Plan or Map annexed hereto and therein bordered with RED colour and hereinafter referred to as the "Said

Unit"), free from all encumbrances, charges, liens, *lis pendens*, claims, demands, liabilities, acquisitions, requisitions, alignments and trust WHATSOEVER OR HOWSOEVER OTHERWISE the said Unit or Flat or Premises or any part thereof, now are or is hereafter or heretofore was or were situated, butted, bounded, called, known, numbered, described and/or distinguished TOGETHER WITH structures, walls, yards, paths, passages, court yards, ways, sewers, drains, water, water courses, lights, rights, liberties, privileges, easements, benefits, advantages and appurtenances whatsoever thereto or therewith usually held, used, occupied, enjoyed, reputed to know as part and parcel thereof or appurtenant thereto, the said land, premises or unit hereby sold, conveyed, transferred, assured and assigned UNTO AND TO the Purchasers herein and reversion or reversions, remainder or remainders and rents, issues and profits thereof and all estate, right, title, interest, inheritance, trust, use, possession, property, claim and demand whatsoever both at Law and in Equity of the Owner / Vendor herein into, upon and every manner or condition of the said land, premises or unit hereby conveyed, transferred and assured unto and to the use of the Purchasers and every part thereof TOGETHER WITH all deeds, pattahs, muniments, writings, evidences of title and all other documents exclusively relating to or concerning the said land, building, Flat and premises or any part thereof which now are or at any time hereafter shall or may be in the care, custody or power or possession of the Land Owners or any person or persons from whom the Land Owners or any other person/s from whom they can or may procure the same without any action or suit at Law or in Equity TO HAVE AND TO HOLD the said land, building, premises and Flat, more-fully described in the Schedule 'C' hereunder written and hereby sold, granted, transferred, conveyed, assigned or assured or expressed or intended so to be unto and to the use or benefit of the Purchasers herein, absolutely and forever as and when and for an absolute and indefeasible and perfect estate analogous thereto and without any manner or condition, use, trust or other things whatsoever to alter, defeat, encumber and make void the same A N D free from all encumbrances, charges, liens, claims, demands, liabilities, trust, acquisition, requisition and alignment/s whatsoever.

AND THE OWNER/VENDOR DOES HEREBY COVENANT WITH THE PURCHASERS HEREIN AS FOLLOWS:-

- a) That notwithstanding any act, deed, matter or thing whatsoever by the Owner / Vendor done or executed or knowingly suffered by him to the contrary, he lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby sold, granted, transferred and conveyed or expressed or intended so to be and every part thereof for a perfect and indefeasible and absolute title or estate of inheritance without any manner or condition, use, trust or things whatsoever to alter, defeat, encumber or make void the same.
- b) That notwithstanding any such act, deed, matter or thing whatsoever as aforesaid, the Owner / Vendor have good right, full power and absolute authority or indefeasible title to sell, grant, transfer, convey, assign and assure the said property hereby sold, granted, transferred and conveyed or expressed and/or intended so to be unto and to the use of the Purchasers in the manner aforesaid.
- c) That the said Flat and the undivided proportionate share or interest in the land comprised in the said premises is free from all charges, encumbrances, liens, *lis pendens* or any attachments whatsoever and that the said land, messuage and premises, as per the knowledge of the Owner herein, is not subject to any litigation and there is no case, suit or proceeding is pending before any Court of Law against the said Unit and the said impartible, undivided and proportionate share or interest in the land comprised in the said premises.
- d) That the Purchasers shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said property and/or unit hereby sold, granted or conveyed, subject to payment of proportionate costs and expenses for maintaining the said building and will be eligible to receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrances, claims or demands whatsoever by the Owner / Vendor or any person or persons having lawfully or equitably claiming any right, title and interest whatsoever from, under or in trust for them.

- e) The Owner / Vendor herein, and all persons having lawfully or equitably claiming any estate, right, title or interest whatsoever in the said property or any part thereof, from under or in trust for him and will from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchasers or their respective heirs and/or successors and/or assignees, make, do and execute or caused to be done and executed all such further and other lawful and reasonable acts, deeds, things and assurances whatsoever for further, better and more perfectly assuring and conveying the said property and every part thereof and the said impartible, undivided and proportionate share and interest in the land comprised in the said premises unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required.
- f) That the Owner / Vendor herein shall and will at all times hereafter indemnify and keep the Purchasers indemnified of, from and against any and/or every types of losses and/or sufferings whatsoever the Purchasers may suffer in future for any type of action or any defect in the title of the Owner / Vendor herein to the said property or for any encumbrances to which the said property is, can or may be the subject to.
- g) That the said Premises is neither hit by the provisions of the Urban Land (Ceiling and Regulations) Act, 1976 nor the same is hit by the provisions of the Calcutta Thika Tenancy Act nor any notice for acquisition or requisition has ever been served upon the Owner / Vendor herein.

AND FURTHER the Owner / Vendor does hereby covenant with the Purchasers that it shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and to have and to hold and enjoy the said Flat, including impartible, undivided and proportionate share in the land and premises and all the easement rights and that the Purchasers shall be entitled to sell, transfer, convey, lease out, let out or deal with or dispose of the said property including the undivided proportionate share of land and premises to any other person, at any price as may be decided by the Purchasers, which they shall deem proper AND ALSO without any interruption, disturbances, claims or demands from or by the Owner herein or any other person or persons claiming through,

under or in trust for them but must be along with all the covenants, liabilities and responsibilities as set-forth in this document.

The Purchasers shall apply for and get their names mutated as the Owners in respect of the said Flat, in the books and records of The Kolkata Municipal Corporation and will may also obtain separate assessment of the said property or unit hereby sold.

THE PURCHASERS DO HEREBY COVENANT WITH THE OWNER/VENDOR AS FOLLOWS :-

- a) The Purchasers shall hold, occupy, own and enjoy the said undivided, proportionate and impartible share or interest of the land hereby sold and conveyed in common and inconsistent with the rights and interests of the Owners and/or Occupiers of other undivided shares in the said premises and all other persons lawfully entitled to the use the common areas and facilities now exist or hereafter to be existed in the said premises and to pay proportionate share of maintenance cost of the common facilities and/or amenities to be used and enjoyed by the Purchasers.
- b) The Purchasers do hereby undertake to pay the proportionate share of tax as assessed by the Competent Authority of The Kolkata Municipal Corporation, until the property sold under this Deed, is assessed separately and on and from that date onwards the Purchasers herein named will remain solely liable and/or responsible for the payment of the same directly to the Competent Authority.
- c) To keep the property sold under this instant Deed in good and reasonable condition.
- d) The Purchasers shall not claim any right, title or interest excepting the property purchased by them.
- e) The Purchasers shall become and remain member of the Association or Society to be formed in future.
- f) The Purchasers shall observe and perform strictly the terms and conditions, bye-laws and rules and regulations of the Association/Society to be formed in future.
- g) The Purchasers may use the property sold and conveyed for the purpose as required by them, but obviously without creating any obstruction towards the peaceful use and

enjoyment of the respective property by the other Occupiers of the building and obviously with the proper permission and/or license from the Competent Authority and the Owners and/or Occupiers of the Other Part of the premises will have no right to oppose for anything in that respect illegally.

IT IS FURTHER AGREED BETWEEN THE OWNER / VENDOR AND PURCHASERS AS FOLLOWS :-

- a) That the undivided, proportionate share in the land of the said premises and the property hereby sold, transferred, conveyed, granted, assured and assigned unto and in favour of the Purchasers shall always remain impartible.
- b) The Purchasers shall not throw or accumulate or allow to be thrown or accumulated any rubbish, tit-bits, night soils, etc., and various unused materials in the common areas, passages, except the place fixed for the same.
- c) The Purchasers shall not create or permit to be created any annoyance or disturbance to the peaceful living of the other occupiers of the said premises but may do and/or perform any needful and/or additional works for further protection and/or better enjoyment of their purchased portion or the approach towards that portion at their own cost and without creating any such disturbances to the common right of use of the other Owners and Occupiers of the premises.
- d) Proportionate costs and expenses for maintaining, repairing, renovating and decorating etc., of the main structure and in particular main gate, drains, water pipes, electric wire, in, under or upon the said building enjoyed and used by the Purchasers in common with other Owners of the said building and also the entrance, passage, path ways, drive ways, boundary walls and compounds etc., of the said land, building and premises.
- e) Proportionate costs of cleaning and lighting the passage, main entrance, drive ways and other common parts of the building as enjoyed and used with the other Owners commonly.
- f) Proportionate share towards the salaries & wages of watchman, sweepers etc.

- g) The Purchasers must not individually and without consulting with the other co-owners or other occupiers of the building, paint the outer portion of their property.
- h) After execution and registration of this deed the Owner / Vendor shall not entertain any complaints regarding the quality of construction or finishing or measurement of the said Flat.

SCHEDULE 'A'
(TOTAL LAND PROPERTY)

ALL THAT the piece and parcel of land measuring about 04 (Four) Cottahs 13 (Thirteen) Chittacks 37 (Thirty Seven) Sq. Ft., lying and situate within the District : South 24 Parganas, Police Station Bansdroni (previously Regent Park), Additional District Sub Registrar at Alipore, J.L. No.48, R.S. No.169, Touzi No. 60, Mouza Brahmapur, appertaining to R.S. Khatian No.280, comprising R.S. Dag No.513, within the limits of the Kolkata Municipal Corporation, Ward No. 111 and being known and numbered as the KMC Premises No.163, Seikhpara, Kolkata – 700096 and being assessed under the Assessee No. 31-111-23-0163-3.

The property is butted and bounded by:

ON THE NORTH : Property under Dag No. 107;

ON THE SOUTH : 16 feet wide Black Top Road;

ON THE EAST : Property under Dag No. 527;

ON THE WEST : Property under local Scheme Plot No. 72.

SCHEDULE 'B'
(THE BUILDING)

ALL THAT the G + Three storied building, constructed as per the Building Plan vide Building Permit No. 2019110062 dated 29.07.2019 under the P/Case No.

2018110558, sanctioned from The Kolkata Municipal Corporation and consisting of several self-sufficient units and other Spaces.

The building has been named as 'NIRMAL DELMAR -2'.

SCHEDULE 'C'
(THE FLAT SOLD UNDER THIS DEED OF CONVEYANCE)

ALL THAT the self – sufficient residential Flat, being no. 2/1, on the South – Eastern Side of the Second Floor, measuring about 850 (Eight Hundred and Fifty) Sq. Ft., Super built – up area, out of the G + Three Storied Building, constructed & lying on the plot of land as mentioned under the Schedule 'A' herein above and being known & numbered as the Premises No. 163, Seikhpara, Kolkata – 700096, together with the undivided, unpartitioned & proportionate share & interest in the land as mentioned under the Schedule 'A' herein above along with all other common facilities and amenities as set forth in the Schedule 'D' hereunder with the common liabilities as mentioned in Schedule 'E' hereunder with all other general, quasi easement and easement rights & liberties.

SCHEDULE 'D'
(COMMON AREAS AND FACILITIES)

1. The Open Space around the building and side spaces within the building comprising the entrance therein, the staircase on all floors including the landing, Lift, Lift Well, Lift Machine Room thereof ;
2. The foundation, coloumns, girder, beams, supports, main walls, Elevation ;
3. The main entrance of the Premises as well as of the Building ;
4. Common Passage and Lobby of the Ground Floor excepting the Car Parking Spaces, if any ;

5. The Space for installations of Common and individual Electric Meter and the main electric connections, Electrical wiring, Main electrical distribution - board, Sub-distribution boards, Main electrical meter and other installations and fittings in the Premises ;
6. Underground and Overhead Water Reservoir and Tank ;
7. Water pump, water Tanks, Pipes and other common Plumbing installations and all other water supply equipment ;
8. Drainage and Sewerages Systems, main water connections reservoir to overhead water tanks and distribution pipe-line to kitchen and toilets of different units and or to the common portions.
9. Common water pump and motors ;
10. Boundary walls, Elevations, Main gates all side spaces, back side spaces, passage; drains are common to the said building including the roof and terrace of the said building and such other common parts, areas, equipment (like common electric meter and other necessary installations), fixtures, fittings and spaces in or about the main building as are necessary for common user for the occupancy of the Flats and the Car Parking Spaces and as are specified expressly as common parts after construction of the building ;
11. The ultimate roof and stair roof of the building.
12. Affix any wires, cables, pipes, dish antenna, etc. from or through any of the common portions and passage.
13. Only general light point / points of the common portions.

SCHEDULE 'E'
(COMMON EXPENSES)

- 1) Proportionate share of Insurance premium for insuring the said building.
- 2) Proportionate share of Expenses to maintain outside elevation if needed.
- 3) Proportionate share of Expenses to maintain lift and keep it running condition

- 4) The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system, supply of electricity to all common areas.
- 5) The expenses of repairing, maintaining, white-washing and colour washing the main structure of the building including the exterior of the building and also the common area of the building.
- 6) The costs of cleaning and lighting the entrance of the building, the passage and spaces around the building, lobby corridors, staircases, lift and lift room, and other common areas.
- 7) Salary, wages, fees and remuneration of durwans, sweepers, plumbers, electricians, caretakers or any other person whose appointment may be considered necessary for maintenance and protection of the said building and administration and management of the affairs thereof.
- 8) The Municipal taxes, commercial surcharges, multi-storied building taxes, urban land taxes, water taxes and other rates and taxes of said building.
- 9) All expenses of common services and in common with common areas and facilities.
- 10) Such expenses as are necessary for or incidental to the maintenance and up keeping of the building and of the common areas facilities and amenities.

IN WITNESS WHEREOF the Parties herein have set & subscribe their respective signatures on the day, month and year above mentioned after going through the contents herein, understanding the meaning of the same and realizing the results thereof.

IN THE PRESENCE OF:

(1)

SIGNATURE OF THE OWNER/VENDOR

(2)

1.

2.

SIGNATURE OF THE PURCHASERS

Drafted and Prepared By :

Advocate,
Alipore Judges' Court,
Kolkata – 700027.

R E C E I P T

RECEIVED from the Purchasera sum of Rs. (Rupees
) only,as per the MEMO below:-

M E M O

(_____) only.

WITNESSES: -

(1)

SIGNATURE OF THE OWNER/VENDOR _____

(2)