

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of

Contd/P2

....., Two Thousand and Twenty Three, **2023, A.D.**
BETWEEN 1) SMT. RUMA DAS (PAN AZSPD5237B) (AADHAAR No. 9747 5315 8605), daughter of Late Pravat Kumar Bhattacharya alias Late Provat Kumar Bhattacharya and **2) SMT. RINKU BHATTACHARJEE (PAN AYDPB5221F) (AADHAAR No. 8382 8370 1093)**, wife of Sri Somaknath Bhattacharya and daughter of Late Pravat Kumar Bhattacharya alias Late Provat Kumar Bhattacharya, both are by Faith- Hindu, by Nationality- Indian, by Occupation- **No. 1** Advocate and **No. 2** Housewife respectively, **No. 1** residing at 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas and **No. 2** residing at DDA Flat No. 8C, Sector 6, Dwarka Pocket 2, P.O. Dwarka, P.S. Dwarka North, Pincode- 110075, District- South West Delhi, State- Delhi, hereinafter jointly called and referred to as “The **OWNERS/VENDORS**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their respective legal heirs, successors, administrators, executors, legal representatives and assigns) of the **FIRST PART**.

The **OWNERS/VENDORS** herein are being represented by their Constituted Attorney “**M/S. E SQUARE DEVELOPER**”, a Proprietorship Concern, having its Office at 2/2, Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, represented by its sole Proprietor **SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253)**, son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at “**PRERONA**”, 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District-

South 24 Parganas, nominated and appointed by virtue of a Registered Development Power Of Attorney dated 25th day of May, 2022, registered at the Office of A.D.S.R. Behala, South 24 Parganas and duly entered in Book No. I, Volume No. 1607-2022, Page from 238106 to 238126, Being No. 160707344 for the year 2022.

AND

1) SRI (PAN) (AADHAAR No.), son of Sri and **2) SMT.** (PAN) (AADHAAR No.), wife of Sri, both are by Faith- Hindu, by Nationality- Indian, by Occupation- **No. 1** and **No. 2** respectively, both are residing at, P.O., Police Station-, Kolkata-, District-, hereinafter jointly called and referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective legal heirs, successors, administrators, executors, legal representatives and assigns) of the **SECOND PART.**

AND

“M/S. E SQUARE DEVELOPER”, a Proprietorship Concern, having its Office at 2/2, Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, represented by its sole Proprietor **SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253)**, son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at **“PRERONA”**, 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District-

South 24 Parganas, hereinafter called and referred to as **“THE BUILDER/DEVELOPER/ATTORNEY”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and heirs, successors, executors, representatives and assigns) of the **THIRD PART**.

WHEREAS the State Government of West Bengal by its Land and Land Revenue Department Declaration No. 3176 L. Dev. dated 25.03.1950 and published in the Calcutta Gazette dated 30.03.1950, acquired land measuring more or less 74.77 acres, in area in Village- Behala, J.L. No. 2, Pargana- Balia, within P.S. Behala, in Sadar Sub- Division Alipore, in the District of 24 Parganas under the provisions of the Land Development and Planning Act, 1948, for the PARNASREE PALLY SAMAVAYA SAMITI LIMITED, a Society registered under the Bengal Co-operative Societies Act, 1940 and having it's Office at Parnasree Pally in the Town of Behala, District- 24 Parganas, hereinafter called and referred to as the **“SAMITI”** and delivered possession to the said Samity on the 16th day of February, 1951 and subsequent dates.

AND WHEREAS by a Memorandum of Agreement dated 16.12.1950, the said Samiti entered into an Agreement with the State Government of West Bengal inter-alia to execute and complete the Development Scheme annexed to the said Memorandum of Agreement.

AND WHEREAS the said Samiti had accordingly developed the land, opened out roads and subdivided the same land into small plots for residential purposes under the Scheme Nos. I, II AND III and offered for sale of such plots to its members.

AND WHEREAS one Sri Pravat Kumar Bhattacharya alias Sri Provat Kumar Bhattacharya (since deceased), son of Late K. P. Bhattacharya, being a member of the said Samiti approached it for purchase of the Plot No. 551 measuring an area of land 3 (Three) Cottahs 13 (Thirteen) Chittacks 19 (Nineteen) sq.ft. more or less, comprising in Part of C.S. Plot Nos. 629 and 631, Mouza- Behala, Pargana- Balia, J.L. No. 2 under Khatian No. 66, within the limits of the then South Suburban Municipality then the Calcutta Municipal Corporation (S.S. Unit) now The Kolkata Municipal Corporation (S.S. Unit) under Ward No. 131, Police Station- previously Behala now Parnasree, District- previously 24 Parganas now South 24 Parganas, A.D.S.R. Behala, previously 24 Parganas now South 24 Parganas, more fully and particularly described in the First Schedule, written hereunder and the said Samiti by virtue of a Deed of Conveyance dated 10th day of August, 1973, registered in the Office of District Sub- Registrar, Alipore, 24 Parganas and duly recorded in Book No. 1, Volume No. 55, Pages 248 to 255, Being No. 4708 for the year 1973.

AND THUS WHEREAS the said Sri Pravat Kumar Bhattacharya alias Sri Provat Kumar Bhattacharya (since deceased), became the sole and absolute owner, seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu Land measuring an area 3 (Three) Cottahs 13 (Thirteen) Chittacks 19 (Nineteen) sq.ft. more or less, being Plot No. 551, lying and situated at Mouza- Behala, Pargana- Balia, J.L. No. 2, comprising in Part of C.S. Plot Nos. 629 and 631 under Khatian No. 66, by mutating his name in the Assessment Record of the Kolkata Municipal Corporation and the said property being known and numbered as of

Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-13-0040-8, A.D.S.R. Behala, South 24 Parganas and thereafter had constructed a Brick Built Two Storied Pucca Building thereon measuring an area more or less 600 sq.ft. on the Ground Floor and on the First Floor respectively and was enjoying the same by payment of rates and taxes to the appropriate Authorities.

AND WHEREAS while seized and possessed of the said property, the said Pravat Kumar Bhattacharya alias Provat Kumar Bhattacharya died intestate on 12.06.2011, leaving behind his wife namely Smt. Manju Bhattacharya (since deceased) and his two married daughters namely 1) Smt. Ruma Das, the Owner/Vendor No. 1 herein and 2) Smt. Rinku Bhattacharjee, wife of Sri Somaknath Bhattacharya, the Owner/Vendor No. 2 herein, as his legal heirs and successors, who all duly inherited the undivided share of the aforesaid property left by said deceased Pravat Kumar Bhattacharya alias Provat Kumar Bhattacharya, as per the HINDU SUCCESSION ACT, 1956 and each one having undivided 1/3rd share of the said property.

AND WHEREAS while seized and possessed of the said property, the said Manju Bhattacharya died intestate on 16.01.2021, leaving behind her two married daughters namely 1) Smt. Ruma Das, the Owner/Vendor No. 1 herein and 2) Smt. Rinku Bhattacharjee, wife of Sri Somaknath Bhattacharya, the Owner/Vendor No. 2 herein, as her legal heirs and

successors, who both duly inherited the undivided share of the aforesaid property left by said deceased Manju Bhattacharya, as per the HINDU SUCCESSION ACT, 1956 and each one having undivided $1/2$ share of the said property.

AND WHEREAS now the said 1) Smt. Ruma Das and 2) Smt. Rinku Bhattacharjee, the Owners/Vendors herein, become the absolute joint Owners of the said property and have been possessing the same by mutating their names jointly in the Assessment Records of Kolkata Municipal Corporation (S.S. Unit) and the said property being known and numbered as of Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-13-0040-8, A.D.S.R. Behala, South 24 Parganas and paying taxes regularly and have been enjoying the same without any interruption whatsoever.

AND WHEREAS now the Owners/Vendors herein, become the absolute joint Owners in respect of the said First Schedule Property and have been enjoying the same without any interruption whatsoever.

AND WHEREAS while seized and possessed of the said property, the Owners/Vendors herein have decided and expressed their willingness for development of the said property and construction thereon a Ground Plus Three Storied Building with Lift facility thereon through a Builder/Developer.

AND WHEREAS the Builder/Developer herein in course of its business came in contact with the Owners/Vendors herein and agreed to develop the First Schedule land and construct thereon a Ground Plus Three Storied Building with Lift facility at its' own costs and the Owners/Vendors herein entered into a Registered Development Agreement dated 25th day of May, 2022, registered at the Office of A.D.S.R. Behala, South 24 Parganas and duly entered in Book No. I, Volume No. 1607-2022, Page from 237894 to 237933, Being No. 160707334 for the year 2022, in favour of the Developer herein and also the Owners/Vendors herein had conferred a Registered Development Power Of Attorney dated 25th day of May, 2022, registered at the Office of A.D.S.R. Behala, South 24 Parganas and duly entered in Book No. I, Volume No. 1607-2022, Page from 238106 to 238126, Being No. 160707344 for the year 2022, in favour of the Developer herein, for carry out and executed the construction work of the said building and to enter into any Agreement for Sale with any intending Purchaser/s for the sell of the said Flat and Car Parking Space/s within the Developer's Allocation of the said building and to receive earnest money and/or consideration money and/or booking money from the prospective buyer/s inter-alia.

AND WHEREAS after the execution of the said Development Agreement dated 25th day of May, 2022, at the costs and expenses of the Developer herein one Building Plan was submitted before The Kolkata Municipal Corporation and subsequently the said Building Plan was sanctioned by The Kolkata Municipal Corporation, bearing Sanctioned Building Plan No. 2022140285 dated 22.10.2022, for construction of a Ground Plus Three Storied Building with Lift facility.

AND WHEREAS the Builder/Developer/Attorney having completed the said construction became entitled and empowered to deal with all that the “Developer’s Allocation” more fully and particularly described in the said Registered Development Agreement dated 25th day of May, 2022 and by virtue thereof the Builder/Developer/Attorney conferred with the powers to sell and transfer the said “Developer’s Allocation” together with transfer of undivided proportionate share of Right and interest in the First Schedule land.

AND WHEREAS in the said Registered Development Agreement dated 25th day of May, 2022, there are many terms and conditions, which are to be complied with by the Owners and the Developer therein, where the allocation of each party is specifically mentioned.

AND WHEREAS the Purchasers herein, have inspected the drawings, design, specification of sanctioned plan and the Title Deed and mutation certificate and other relevant documents in respect of the said property of the Owners/Vendors and after satisfaction entered into an Agreement For Sale with the Developer on day of,, for purchase of 1 (One) No. of self- contained residential Flat being No. on the Floor, side, measuring about sq.ft. more or less super built up area, comprising of 2 (Two) Bedrooms, 1 (One) Living cum Dining Room, 1 (One) Kitchen, 1 (One) Toilet, 1 (One) Water Closet and 1 (One) Veranda, all are **Vitrified Tiles Flooring** along with one Car Parking Space being No., side, measuring sq.ft. more or less including service area on the Ground Floor, **cemented flooring** of the said Ground Plus Three Storied Building with Lift facility

together with undivided proportionate share or interest in the land along with all undivided user and easement rights, amenities and all common user rights on paths and passages and all other common rights, benefits, facilities, privileges and all other appurtenances, attached therein and thereon in common with other Flat Owners of the said building at Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131, A.D.S.R. Behala, South 24 Parganas, in the finished and complete condition more fully described in the **SECOND SCHEDULE** hereunder written out of the **FIRST SCHEDULE** property, at or for the total consideration of Rs./- (Rupees)

only, on the definition terms and conditions hereinafter stated.

NOW THIS INDENTURE WITNESSETH AS UNDER:

DEFINITIONS:-

- 1) **THE LAND** shall mean and include, the land fully described in the **FIRST SCHEDULE** hereunder written.
- 2) **'THE BUILDING'** shall mean, the building comprising the unit, which is constructed as per aforesaid sanctioned plan.
- 3) **'THE UNIT'** shall mean the Flat and the Car Parking Space in the building including all fittings and fixtures therein and or thereto.
- 4) **'THE BUILT UP AREA'** shall according to its context means the plinth area of the first including the bathrooms and balconies and also thickness of internal walls, pillars and outer walls (but 50% of such internal walls, which are common between two flats) together with the proportionate area of the staircase & staircase landing of the floor on which the said flat is located in

the building or all the flats of the building together with total staircase & staircase landing area of the building as the context permits.

5) **'THE SUPER BUILT UP AREA'/SALEABLE AREA** shall according to its context means the built up area of the Flat plus the proportionate share of common portions and areas as defined herein in respect of the said flat and appurtenances thereto this proportionate share has been calculated 25% of the built up area, irrespective of actual measurement of the proportionate share of the common portions and areas being more or less.

6) **'THE COMMON AREAS'** shall mean the common portions comprised in the building as are outside and beyond the exclusive areas of a unit.

7) **'PROPORTIONATE SHARE'** shall mean the Purchasers' share in the land and the common areas and facilities and such share from the all common rights and liabilities including common profits and common expenses and payment of taxes if any dues of Kolkata Municipal Corporation, of the unit.

8) **'THE COMMON EXPENSES'** shall mean the expenses incurred for the common purpose.

9) **'THE CO-OWNERS'** shall mean all persons who owned or to own any unit or units, including the Purchaser herein.

10) **'THE PLAN'** shall mean the plan approved and sanctioned by the Kolkata Municipal Corporation bearing Sanctioned Building Plan No. 2022140285 dated 22.10.2022, for the building at being Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-13-0040-8, A.D.S.R. Behala, South 24 Parganas, in the name of the OWNERS here in and at the cost of the Developer herein.

11) **'COMMON PURPOSES'** shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the common areas and common portion and the purposes of regulating actual

rights and liabilities of the co-owners for the comfortable peaceful and beneficial use, occupation and enjoyment of the co-owners of their respective units and all other purposes or matters in which the co-owners shall have common interest relating to the land and the building.

12) 'WORDS' importing singular shall include plural vice versa and the words importing masculine gender shall mean and include feminine and vice versa and similarly words importing neuter gender shall gender include masculine and feminine genders.

NOW THIS INDENTURE WITNESSETH that in pursuance of the consideration of the said total sum of Rs./- (Rupees) only, the true and lawful money of the Union of India paid by the Purchasers to the Developer, for proportionate share of land and cost of construction of the said building, on or before the execution of these present (the receipt whereof the Developer doth hereby as well as by the receipt hereunder written, admit and acknowledge) and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers 1 (One) No. of self- contained residential Flat and a Car Parking Space in complete and finished condition. The Vendors and Developer both hereby grant, transfer, convey, sell, assigns and assure to and unto and in favour of the Purchasers, free from all sorts of encumbrances **ALL THAT** the finished self contained Flat, measuring a bit more or less (.....) sq.ft. super built up area together with half the depth in the floor and the roof of the said unit along with a Car Parking Space measuring (.....) sq.ft. more or less including service area, with full ownership of all the doors, windows, fixtures and fittings, bath, sanitary and electrical arrangements and all internal walls within the said building together with common right to use lift and stair up to roof and all ways, paths, passages and common enjoyment of the roof of the building at the absolute exclusion of any right and authority both of the Owners/Vendors and the Developer to construct any further floor or floors on the present roof, drains, water courses, water reservoir on the ground floors, electric motor pump, meter room, overhead water tanks on the roof of the said building and all water pipe lines connected with the said

building from the water reservoir and tanks and sewer line and other pipe lines etc. together with undivided proportionate share of right, title and interest on land and other right, liberties, easements, appendages, appurtenances and estate right, title, interest, property, claim whatsoever of the Vendors and the Developer/Attorney in the said Flat and a Car Parking Space, free from all sorts of encumbrances to hold the same absolutely and forever situate, lying at Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-13-0040-8, A.D.S.R. Behala, South 24 Parganas, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and delineated in the **PLAN** or **MAP** annexed hereto, bordered in **RED verges**, hereinafter referred to as the “said Flat and a Car Parking Space” **AND** all the estate, right, title, interest, inheritance use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and the Developer in and upon the said Flat to be used by the Purchasers for their residential purposes, hereby granted sold, transferred, conveyed, assigned and or intended so to be and also to the production of and or inspection for all lawful purposes upon payment of all costs and expenses there upon, reasonable notice of all deeds, paths, muniments, writings and evidence of title whatsoever relating to or concerning the said Flat and the said Car Parking Space or any part thereof, concerning the said Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-13-0040-8, A.D.S.R. Behala, South 24 Parganas, at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendors and the

Developer **TO HAVE AND TO HOLD** the said Flat and the said Car Parking Space hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use, trust or other thing whatsoever to alter defect, encumber or make void the said, and the Vendors and Developer/Attorney doth hereby covenant with the Purchasers that notwithstanding any acts, deeds, matter, assurances or thing whatsoever made, done, executed, occasioned or suffered to the contrary, Vendors and Developer/Attorney are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Flat and the said Car Parking Space here by granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect in indefeasible estate or inheritance in fee simple in possession without any manner of hindrance lawful eviction, interruption claim or demand whatsoever from or by the Vendors and Developer/Attorney any person or persons lawfully or equitably claiming or to claim from, under or in trust for the Vendors and the right and privileges as to the restriction hereunder and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharges or otherwise by the Vendors well and sufficiently saved, defended, keep harmless and indemnified of and from and against all the manner of former or other estate, encumbrances, claim, demands, charges, liens, lispence, debts and attachments, whatsoever had made done executed, occasioned or suffered by the Vendors and the Attorney or any person or to claim from, under or in trust for the Vendors and Developer/Attorney and that free and clear and freely and clearly and absolutely acquitted, executed, discharged or otherwise by the Vendors or the Developer/Attorney well and sufficiently saved defended kept harmless and indemnified of other estate, right, title, lease, mortgage, charges, trusts, wakf, debtor, attachments, executions, lispenses, claim, demand and encumbrances, whatsoever made done occasional or equitably claiming or to claim by from through under or in trust for the Vendors and **FURTHER THAT** the Vendors and all persons

having or lawfully claiming and estate, right, title, interest whatsoever in the said Flat and the said Car Parking Space hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at their request and cost of the Purchasers do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said Flat and the said Car Parking Space hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said Car Parking Space hereby granted, sold transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid shall or may be reasonably required and that the Purchasers hereby covenant with the Vendors and Developer/Attorney that the Purchasers will and shall maintain the Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially effect the other floors and flat **AND** the Vendors and Developer/Attorney have now in themselves good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and the said Car Parking Space hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and all times hereafter peaceably and quietly hold, use, possess and enjoy the said Flat and the said Car Parking Space hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and Attorney or other Co-Owners of the said Building and that they will pay their share or rates and taxes proportionately, relating to the said building until separation and mutation is effected in respect of the said Flat and the said Car Parking Space and the separate assessment is made thereby and shall always pay the rates of maintenance charges for the expenditures of the common parts

of the Building as will be reasonably assessed by the building committee and/or Owners' Association and that they will and shall not incur, cut, damages any of the main walls, roofs, common stair case, common passage and or common sewers so as to cause damages to the said Ground Plus Three Storied Building with Lift facility and or the said premises and further that the Purchasers shall and will bear jointly with the other Flat/Space Owner or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage, and or common sewers and further that Purchasers shall and will bear jointly with the other Flat Owners or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage and common sewers and common parts of the building as mentioned earlier **AND THAT** the Vendors and Developer/Attorney and the Purchasers hereby had agreed with each other that the Purchasers shall be entitled to enjoy and install electric meter on one of their own name for the aforesaid Flat in the meter room at their own costs and also telephone and cable connection separately in the said Flat and that the water supply shall be from the over head water reservoir of the roof and the water will be lifted from the Ground Floor water tank connected with K.M.C. water, of the said building and the Purchasers shall share the pro-rata costs or electricity charges and or generators costs if installed, with other co-owners of the other Flats and or tenants of the said building and that the stair case/lift leading to the said flat from the Ground Floor up to roof and the passage for ingress and egress from the road to the building and to the stair case/lift shall be used by the Purchasers and or their men, agents, servants etc. commonly with the other co-owners and or tenants of the said building and that the Developer/Attorney shall render all possible help and co-operation to the Purchasers for the purpose of mutation of the Purchasers' name jointly in the Assessment Record of the Kolkata Municipal Corporation concerning the said Flat and the said Car Parking Space of the Purchasers in proportion of the said Flat and the said Car Parking Space hereby sold and conveyed towards the payment of Municipal Taxes and other outgoings payable in respect of the said premises directly to the authorities concerned and the said rates and taxes etc. and

the Purchasers shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said Car Parking Space hereby sold and conveyed towards the payment of Municipal Taxes and other outgoing payable in respect of the said premises directly to the authorities concerned and that the said rates and taxes etc. and the Purchasers shall also entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said Car Parking Space hereby sold and conveyed, subject to the terms herein contained to any person or persons without the consent of the Vendors and the Developer/Attorney or any other Co-Owners who may have acquired before and whom may hereafter acquire any right title and interest acquired by the Purchaser or Purchasers under the terms these presents and that the Purchasers' undivided interest in the soil as more fully described in the **FIRST SCHEDULE** hereunder written shall remain common for all times to come that is to say that the Purchasers shall become Co-Owners and Co-Sharers for all times to come in respect of the soil and or ground of the said building proportionately with the other co-owners who may hereafter or heretofore have acquire right title and interest in the soil of the said premises. The Purchasers shall abide by the rules and regulations of the committee of the building.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE PREMISES)

ALL THAT piece and parcel of Bastu Land measuring an area 3 (Three) Cottahs 13 (Thirteen) Chittacks 19 (Nineteen) sq.ft. more or less along with a Ground Plus Three Storied Building with **Lift facility** standing thereon, being Plot No. 551, lying and situated at Mouza- Behala, Pargana- Balia, J.L. No. 2, comprising in Part of C.S. Plot Nos. 629 and 631 under Khatian No. 66, being Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551,

Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-13-0040-8, A.D.S.R. Behala, South 24 Parganas, which is butted and bounded in the manner following:-

ON THE NORTH : By Part of Samity Plot Nos. 541 and 542;

ON THE SOUTH : By 20'- 00" wide K.M.C. Road;

ON THE EAST : By Samity Plot No. 552;

ON THE WEST : By Samity Plot No. 550;

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE FLAT AND CAR PARKING SPACE SOLD IN FAVOUR OF THE PURCHASERS)

ALL THAT 1 (One) No. of self- contained residential Flat being No. on the Floor, side, measuring about sq.ft. more or less super built up area, comprising of 2 (Two) Bedrooms, 1 (One) Living cum Dining Room, 1 (One) Kitchen, 1 (One) Toilet, 1 (One) Water Closet and 1 (One) Veranda, all are **Vitrified Tiles Flooring** along with one Car Parking Space being No., side, measuring sq.ft. more or less including service area on the Ground Floor, **cemented flooring** of the said Ground Plus Three Storied Building with **Lift facility** together with the undivided proportionate share and interest in the land underneath the said building and all common rights over the common areas and facilities at Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551,

Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131, A.D.S.R. Behala, South 24 Parganas and the said Flat and the said Car Parking Space are delineated and demarcated in the PLAN or MAP annexed herewith and colour with **RED border**, which will be treated as part of this Indenture.

THE THIRD SCHEDULE
(COMMON AREA AND FACILITIES)

- a. The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b. The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, Care Taker Room, entrance and exists of the building.
- c. The easements and wards.
- d. Installation of common services such as powers, lights, water, sewerage etc.
- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter, pump and switches fixed in the common areas.
- i. The ultimate roof of the Building.

THE FOURTH SCHEDULE
(DESCRIPTION OF THE COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
2. All charges and deposits for suppliers of common utilities to the Owners in common.
3. Proportionate share of Municipal Tax, water tax and other levies in respect of the land and building save those separately assessed of the Purchasers' Unit.
4. Proportionate share of insurance premium for insuring the Building.
5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
6. Electricity charges for the electrical energy, consumed for the operation of the common service.
7. Costs of maintenances, repairs and replacements of common Installations.
8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.
9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Purchasers in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

THE FIFTH SCHEDULE

(OTHER RULES AND REGULATIONS)

- a) The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and or the common parts of the building and roof and or in respect of the common service and utilities therein.
- b) The Owners' Association shall have the power and authority to such rules and regulations for the common purposes as may be the other or the Association may consider reasonable but not inconsistent with the provisions of the W.B. Apartment Ownership Act, 1972 and the Purchasers shall abide by the same.
- c) The Purchasers shall become members of the Association and shall apart from paying proportionately all costs and expenses relating

thereto, sign such forms, papers, documents, memorandums articles, declarations, constitution, rules and regulation as may be necessary and reasonably required for the purpose.

- d) The Purchasers cannot do additions or alterations or constructions of permanent nature in the outside of the said flats or any part thereof which will effect the structure and/or of the building.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand and signature to these presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the Parties at Kolkata in the

Presence of:-

WITNESSES:-

1.

**As Constituted Attorney of 1)
SMT. RUMA DAS and 2) SMT.
RINKU BHATTACHARJEE**

(SIGNATURE OF THE OWNERS/VENDORS)

2.

(SIGNATURE OF THE PURCHASERS)

.....
**(SIGNATURE OF THE BUILDER/
DEVELOPER/ATTORNEY)**

Drafted and Prepared By

**AVISHEK GUHA
ADVOCATE,
HIGH COURT, CALCUTTA**

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs./- (Rupees) only, as full and final consideration money of the Flat and the Car Parking Space of this Deed, as per following Memo:-

MEMO:-

- | | | | |
|-----------------------|---------|--------|-----|
| 1) Paid by Cheque No. | dated | .2022. | |
| drawn on | Branch. | | Rs. |
| 2) Paid by Cheque No. | dated | .2022. | |
| drawn on | Branch. | | Rs. |

TOTAL

.....
Rs.
.....

(RUPEES) ONLY.

WITNESSES:-

1.

2.

SIGNATURE OF THE

BUILDER/DEVELOPER/ATTORNEY