

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the        day of  
....., Two Thousand and Twenty Three, **2024, A.D.**

**BETWEEN**

(1) **SMT. GOURI ROY CHOWDHURY**, (PAN ALFPC9135J), AADHAAR NO. 6688 1504 7106, wife of Late Dilip Roy Chowdhury, by faith-Hindu, by Nationality - Indian, by occupation- Housewife, residing at House No. 679, Sector 23, Faridabad 22, P.O. Faridabad, P.S. Mujesar, District - Faridabad, Haryana, Pin- 121 005 (2) **SRI DIPAK ROYCHOUDHURY**, (PAN ACUPR3487N), AADHAAR NO. 8661 0845 6441, son of Late Sudhir Kumar Roychowdhury, by faith-Hindu, by Nationality - Indian, by occupation- Retired Person, residing at 13A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey, Park, Kolkata-700 075, District - South 24-Parganas and (3) **SRI SANKAR PRASAD GHOSH**, (PAN-AHAPG5318G), AADHAAR NO. 7300 6908 8399, son of Late Sudhir Kumar Ghosh, by faith-Hindu, by Nationality - Indian, by occupation- Retired Person, residing at 14/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District - South 24-Parganas, hereinafter jointly called and referred to as the **“OWNERS”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the FIRST PARTY.

**AND**

**M. M. ENTERPRISE**, a proprietorship concern having its office at 2/1, South Road, P.O. Santoshpur, P.S. Survey Park, Kolkata 700 075, represented by its sole proprietor namely SRI DEBOPRIYO DHAR, (PAN- ALNPD9476B), AADHAAR NO.

8060 4881 5045, son of Sri Debabrata Dhar, by religion- Hindu, by occupation- Business, residing at 2/1, South Road, P.O. Santoshpur, P.S. Survey Park, Kolkata 700 075, District South 24-parganas hereinafter mentioned as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context mean and include the successors-in-office and his heirs, executors, administrators, legal representatives and assigns) of the SECOND PARTY.

AND

M..... a company incorporated under the Indian Companies Act, 1956 having it's registered address at ....., under Police Station - ....., Kolkata - ..... represented by it's one of the directors namely ..... son of late Syed ..... by faith ..... by occupation --..... resident of ..... under P.S. - ....., Kolkata - ..... for the purpose of execution of this deed, hereinafter referred to as the **PURCHASER** ( which expression unless repugnant to the context shall mean to include the legal transferees, legal representatives, successors in office etc. ) of the THIRD PART.

WHEREAS:

A. WHEREAS by an indenture dated 07.09.2009, the Governor of the State of West Bengal being absolute owner donated or gifted the homestead land measuring about 01 Cottah 08 Chittacks 30 Sq.ft. at Mouza- Santoshpur, J.L. No. 22, E.P. No. 192A, S.P. No. 174/1, C.S. Plot No. 20(P), P.S. formerly Purba Jadavpur now Survey Park, in the District of South 24-Parganas, Sub-Registration Office at Alipore, specifically mentioned and described in the Schedule thereunder written in favour of SMT. GOURI ROY CHOWDHURY, wife of Late Dilip Roy Chowdhury, the Donee therein for her permanent rehabilitation which was registered in the office of the Additional District Registrar, Alipore, 24-Parganas (South) and recorded in Book No. I, Volume No. I, Pages 125 to 128, Being No. 32 for the year 2009.

AND WHEREAS thereafter the said SMT. GOURI ROY CHOWDHURY, wife of Late Dilip Roy Chowdhury, had mutated her name in respect of the aforesaid property before the Kolkata Municipal Corporation and got the K.M.C. Premises No. 44/1, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13A/1,

Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District - South 24-Parganas, Assessee No. 311034201825 and paying taxes regularly.

AND WHEREAS after becoming absolute owner of aforesaid land said SMT. GOURI ROY CHOWDHURY, has constructed RTS measuring 300 Sq.ft. on the Ground Floor and the same was recorded in the Assessment Book of Kolkata Municipal Corporation as being K.M.C. Premises No. 44/1 Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13A / 1 Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District South 24-Parganas, Assessee No. 311034201825, free from all encumbrances, charges, liens and/or lispens etc.

AND WHEREAS thereafter said SMT. GOURI ROY CHOWDHURY, has gifted her ALL THAT the undivided 10% share of the total Bastu land measuring about 1 Cottah 08 Chittacks 30 Sq.ft. be the same a little more or less gifted area of undivided land measuring 2 Chittacks 21 Sq.ft. together with RTS measuring 300 Sq.ft. gifted area of undivided 10% share i.e. 30 Sq.ft. standing thereon lying and situated the District- 24 Parganas, P.S. formerly Purba Jadavpur now Survey, Sub-Registry Office at Alipore now Sealdah, now within Kolkata Municipal Corporation at Mouza- Santoshpur, J.L. No. 22, E.P. No. 192A, S.P. No. 174/1 C.S. Plot No. 20(P) at K.M.C. Premises No. 44/1 Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13A / 1 Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District - South 24-Parganas, free from all encumbrances, charges, liens and/or lispens etc. to the then Donee namely SRI DIPAK ROYCHOUDHURY, son of Late Sudhir Kumar Roychowdhury, by faith-Hindu, by Nationality Indian, by occupation- Retired Person, residing at 13A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District - South 24-Parganas, by a registered Deed of Gift dated 07.02.2020 which was registered in the office of the A.D.S.R. Sealdah, South 24 Parganas and recorded in Book No. I, Volume No. 1606-2020, Pages from 18180 to 18205, Being No. 160600475 for the year 2020, more fully described in the Schedule 'B' written in the said Deed of Gift.

AND WHEREAS the said Donee has accepted the gift of the aforesaid undivided land with structure in his favour from the Donor therein.

AND WHEREAS by an indenture dated 07.09.2009, the Governor of the State of West Bengal being absolute owner donated or gifted the homestead land measuring about 01 Cottah 08 Chittacks 30 Sq. ft. at Mouza- Santoshpur, J.L. No. 22, E.P. No. 192, S.P. No. 174, C.S. Plot No. 20(P), P.S. formerly Purba Jadavpur now Survey Park, in the District of South 24-Parganas, Sub-Registration Office at Alipore, specifically mentioned and described in the Schedule thereunder written in favour of SRI DIPAK ROYCHOUDHURY, son of Late Sudhir Kumar Roychowdhury, the Donee therein for his permanent rehabilitation which was registered in the office of the Additional District Registrar, Alipore, 24-Parganas (South) and recorded in Book No. I, Volume No. I, Pages 121 to 124, Being No. 31 for the year 2009.

AND WHEREAS thereafter the said SRI DIPAK ROYCHOUDHURY, son of Late Sudhir Kumar Roychowdhury, had mutated his name in respect of the aforesaid property before the Kolkata Municipal Corporation and got the K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata 700 075, District-South 24-Parganas, Assessee No. 311034200444 and paying taxes regularly.

AND WHEREAS after becoming absolute owner of aforesaid land said SRI DIPAK ROYCHOUDHURY, has constructed 2 storied building on the said plot of land consisting of Ground Floor Flat measuring 450 Sq.ft. and on the First Floor Flat measuring 450 Sq.ft. standing thereon and the same was recorded in the Assessment Book of Kolkata Municipal Corporation as being K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District South 24-Parganas, Assessee No. 311034200444, free from all encumbrances, charges, liens and/or lispens etc.

AND WHEREAS thereafter said SRI DIPAK ROYCHOUDHURY, has gifted his ALL THAT the undivided 10% share of the total Bastu land measuring about 1 Cottah 08 Chittacks 30 Sq.ft. be the same a little more or less gifted area of undivided land measuring 2 Chittacks 21 Sq.ft. together with 2 storied building out of which on the Ground Floor Flat measuring 450 Sq.ft. gifted area of undivided 10% share i.e. 45 Sq.ft. and on the First Floor Flat measuring 450 Sq.ft. gifted area of undivided

10% share i.e. 45 Sq.ft. standing thereon lying and situated the District- 24 Parganas, P.S. formerly Purba Jadavpur now Survey, Sub-Registry Office at Alipore now Sealdah, now within Kolkata Municipal Corporation at Mouza- Santoshpur, J.L. No. 22, E.P. No. 192, S.P. No. 174, C.S. Plot No. 20(P), at K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District South 24-Parganas, free from all encumbrances, charges, liens and/or lispendens etc. to the then Donee namely SMT. GOURI ROY CHOWDHURY, wife of Late Dilip Roy Chowdhury, by faith-Hindu, by Nationality - Indian, by occupation-Housewife, residing at House No. 679, Sector 23, Faridabad 22, P.O. Faridabad, P.S. Faridabad Old. District Faridabad, Haryana, Pin- 121 005, by a registered Deed of Gift dated 07.02.2020 which was registered in the office of the ADS.R. Sealdah, South 24 Parganas and recorded in Book No. 1, Volume No. 1606-2020, Pages from 18206 to 18231, Being No. 160600476 for the year 2020, more fully described in the Schedule 'B' written in the said Deed of Gift.

AND WHEREAS the said Donee has accepted the gift of the aforesaid undivided land with structure in her favour from the Donor therein.

AND WHEREAS by virtue of aforesaid 2 Nos. Deed of Gift said SMT. GOURI ROY CHOWDHURY and SRI DIPAK ROYCHOUDHURY, became the joint owners of land measuring about 3 Cottahs 01 Chittack 15 Sq.ft. be the same a little more or less together with RTS measuring 300 Sq.ft. and 2 storied building out of which on the Ground Floor Flat measuring 450 Sq.ft. and on the First Floor Flat measuring 450 Sq.ft. standing thereon lying and situated the District- 24 Parganas, P.S. formerly Purba Jadavpur now Survey, Sub-Registry Office at Allipore now Sealdah, now within Kolkata Municipal Corporation at Mouza-Santoshpur, J.L. No. 22, E.P. No. 192A, S.P. No. 174/1, C.S. Plot No. 20(P), at K.M.C. Premises No. 44/1, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13A/1, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District South 24-Parganas, Assessee No. 311034201825 and also lying and situated the District- 24 Parganas, P.S. formerly Purba Jadavpur now Survey, Sub-Registry Office at Alipore now Sealdah, now within Kolkata Municipal Corporation at Mouza- Santoshpur, J.L. No. 22, E.P. No. 192, S.P. No. 174. C.S. Plot No. 20(P), at K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being

mailing address No. 13A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata 700 075, District South 24-Parganas, Assessee No. 311034200444.

AND WHEREAS thereafter said SMT. GOURI ROY CHOWDHURY and SRI DIPAK ROYCHOUDHURY, jointly amalgamated their said adjacent 2 Nos. plots into a single plot and the Kolkata Municipal Corporation also assessed and recorded the said two plots into a single plot as Single Premises as K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District South 24-Parganas, Assessee No. 311034200444, total land measuring about 3 Cottahs 01 Chittack 15 Sq.ft. be the same a little more or less together with RTS measuring 300 Sq.ft. & 2 storied building out of which on the Ground Floor Flat measuring 450 Sq.ft. and on the First Floor Flat measuring 450 Sq.ft. standing thereon, lying and situated the District- 24 Parganas, P.S. formerly Purba Jadavpur now Survey, Sub-Registry Office at Alipore now Sealdah, now within Kolkata Municipal Corporation at Mouza- Santoshpur, J.L. No. 22, E.P. No. 192 & 192A, S.P. No. 174 & 174/1, C.S. Plot No. 20(P) and paying taxes regularly under the Assessee No. 311034200444.

AND WHEREAS thereafter said SRI DIPAK ROYCHOUDHURY and SMT. GOURI ROY CHOWDHURY, have gifted their ALL THAT the undivided 10% share of the total Bastu land measuring about 3 Cottahs 01 Chittacks 15 Sq.ft. be the same a little more or less gifted area of undivided land measuring 4 Chittacks 42 Sq.ft. together with total RTS measuring 300 Sq.ft. on the Ground Floor standing thereon, gifted area of undivided 10% share i.e. 30 Sq.ft, and together with 2 storied building out of which on the Ground Floor Flat measuring 450 Sq.ft. gifted area of undivided 10% share i.e. 45 Sq.ft. and on the First Floor Flat measuring 450 Sq.ft. gifted area of undivided 10% share i.e. 45 Sq.ft. standing thereon lying and situated the District- 24 Parganas, P.S. formerly Purba Jadavpur now Survey, Sub-Registry Office at Alipore now Sealdah, now within Kolkata Municipal Corporation at Mouza- Santoshpur, J.L. No. 22. E.P. No. 192 & 192A, S.P. No. 174 & 174/1, C.S. Plot No. 20(P), at K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District-South 24- Parganas, Assessee No. 311034200444, free from all encumbrances, charges liens and/or lispens etc. to the then Donee namely SRI SANKAR PRASAD GHOSH, (PAN-AHAPG5318G), AADHAAR NO. 7300 6908 8399, son of Late Sudhir Kumar Ghosh, by faith-Hindu,

by Nationality-Indian, by occupation Retret Person, residing at 14/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District-South 24-Parganas, by a registered Deed of Gift dated 28.12.2021 which was registered in the office of the D.SR-III, Algove Soun 24 Parganas and recordad in Book No. 1, Being No. 13790 for the year 2021,fully described in the Schedule 'B' written in the said Deed of Gift

WHEREAS by an indenture dated 24.01.1990, the Governor of the State of West Bengal being absolute owner donated or gifted the homestead land measuring about 03 Cottah 01 Chittacks 22 Sq.ft. at Mouza- Jadavpur, J.L. No. 35, E.P. No. 192, S.P. No. 174, C.S. Plot No. 20(P), P.S. formerly Purba Jadavpur now Survey Park, in the District of South 24-Parganas, Sub-Registration Office at Alipore, specifically mentioned and described in the Schedule thereunder written in favour of SRI SANKAR PRASAD GHOSH, son of Late Sudhir Kumar Ghosh, the Donee therein for his permanent rehabilitation which was registered in the office of the Additional District Registrar, Alipore, 24-Parganas (South) and recorded in Book No. I, Volume No. 4, Pages 237 to 240, Being No. 285 for the year 1990.

AND WHEREAS during execution of the said Indenture, which is hereinafter referred to as the Principal Deed, some mistakes and inaccuracies have accidentally and inadvertently crept in the said Principal Deed, which require rectification.

AND WHEREAS the then Donee requested the Donor to rectify those mistakes and inaccuracies to convey the title flawless and correctly to his as required under the law and the Donor has agreed to rectify those mistakes appear therein.

AND WHEREAS thereafter a Deed of Rectification dated 03.07.2006, the Governor of the State of West Bengal being absolute owner corrected the land area and E.P. No. 193, S.P. No. 175 and further donated or gifted the homestead land measuring about 02 Cottah 01 Chittacks 10 Sq.ft. at Mouza- Jadavpur, J.L. No. 35, E.P. No. 193, S.P. No. 175, C.S. Plot No. 20(P), P.S. formerly Purba Jadavpur now Survey Park, in the District of South 24-Parganas, Sub-Registration Office at Alipore, and Boundary Demarcation as North: E/P No. 192 & Colony Road, South : Colony Boundary, East: Colony Boundary, West: E/P. No. 191, specifically mentioned and described in the Schedule thereunder written in favour of SRI SANKAR PRASAD

GHOSH, son of Late Sudhir Kumar Ghosh, the Donee therein for his permanent rehabilitation the said Rectification Deed was registered in the office of the Additional District Registrar, Alipore, 24-Parganas (South) and recorded in Book No. I, Volume No. 2, Pages 77 to 80, Being No. 95 for the year 2006.

AND WHEREAS thereafter the said SRI SANKAR PRASAD GHOSH, son of Late Sudhir Kumar Ghosh, had mutated his name in respect of the aforesaid property before the Kolkata Municipal Corporation and got the K.M.C. Premises No. 45, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 14/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District South 24-Parganas, Assessee No. 311034200456 and paying taxes regularly.

AND WHEREAS after becoming absolute owner of aforesaid land said SRI SANKAR PRASAD GHOSH, the Donor herein has constructed 2 storied building on the said plot of land consisting of Ground Floor Flat measuring 1000 Sq.ft. and on the First Floor Flat measuring 500 Sq.ft. standing thereon and the same was recorded in the Assessment Book of Kolkata Municipal Corporation as being K.M.C. Premises No. 45, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 14/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District South 24-Parganas, Assessee No. 311034200456, free from all encumbrances, charges, liens and/or lispendens etc.

AND WHEREAS thereafter said SRI SANKAR PRASAD GHOSH, has gifted his ALL THAT the undivided 10% share of the total Bastu land measuring about 2 Cottah 01 Chittacks 10 Sq.ft. be the same a little more or less gifted area of undivided 10% share of land measuring 3 Chittacks 15 Sq.ft. together with 2 storied building out of which on the Ground Floor Flat measuring 1000 Sq.ft. gifted area of undivided 10% share i.e. 100 Sq.ft. and on the First Floor Flat measuring 500 Sq.ft. gifted area of undivided 10% share i.e. 50 Sq.ft. standing thereon lying and situated the District- 24 Parganas, P.S. formerly Purba Jadavpur now Survey, Sub-Registry Office at Alipore now Sealdah, now within Kolkata Municipal Corporation at Mouza- Santoshpur, J.L. No. 22, E.P. No. 193, S.P. No. 175, C.S. Plot No. 20(P), at K.M.C. Premises No. 45, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 14/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District - South 24-Parganas, free from all encumbrances,



charges, liens and/or lispens etc. to the then Donee namely (1) SRI DIPAK ROYCHOUDHURY, son of Late Sudhir Kumar Roychowdhury, by faith-Hindu, by Nationality Indian, by occupation- Retired Person, residing at 13A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District South 24-Parganas and (2) SMT. GOURI ROY CHOUDHURY, wife of Late Dilip Roy Chowdhury, by faith-Hindu, by Nationality Indian, by occupation- Housewife, residing at House No. 679, Sector 23, Faridabad 22, P.O. Faridabad, P.S. Faridabad Old, District Faridabad, Haryana, Pin- 121005, by a registered Deed of Gift dated 28.12.2021 which was registered in the office of the D.S.R-III, Alipore, South 24 Parganas and recorded in Book No. I, Being No. 13791 for the year 2021, more fully described in the Schedule 'B' written In the said Deed of Gift.

AND WHEREAS the said Donee have accepted the gift of the aforesaid undivided land with structure in their favour from the Donor therein.

AND WHEREAS by virtue of aforesaid 2 Nos. Deed of Gift said SMT. GOURI ROY CHOWDHURY, SRI DIPAK ROYCHOUDHURY and SRI SANKAR PRASAD GHOSH, became the joint owners of land measuring about 05 Cottahs 02 Chittacks 25 Sq.ft. be the same a little more or less together with one 2 storied building measuring about 450 Sq.ft. on entire Ground Floor and entire First Floor measuring 450 Sq.ft. and one 2 storied building measuring about 1000 Sq.ft. on entire Ground Floor and entire First Floor measuring 500 Sq.ft. and RTS measuring 300 Sq.ft. standing thereon situated at Mouza- Santoshpur, J.L. No. 22, E.P. No. 192 & 192A, S.P. No. 174 & 174/1, C.S. Plot No. 20(P) and paying taxes regularly under the Assessee No. 311034200444, at K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District South 24-Parganas and also lying and situated the District- 24 Parganas, P.S. formerly Purba Jadavpur now Survey, Sub-Registry Office at Alipore now Sealdah, now within Kolkata Municipal Corporation at Mouza- Jadavpur, J.L. No. 35, E.P. No. 193, S.P. No. 175, C.S. Plot No. 20(P), at K.M.C. Premises No. 45, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 14/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District - South 24-Parganas, Assessee No. 311034200456.

AND WHEREAS thereafter said SMT. GOURI ROY CHOWDHURY, SRI DIPAK ROYCHOUDHURY and SRI SANKAR PRASAD GHOSH, jointly amalgamated their said adjacent 2 Nos. plots into a single plot and the Kolkata Municipal Corporation also assessed and recorded the said two plots into a single plot as Single Premises as K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District South 24-Parganas, Assessee No. 311034200444, total land measuring about 05 Cottahs 02 Chittacks 25 Sq.ft. be the same a little more or less together with one 2 storied building measuring about 450 Sq.ft. on entire Ground Floor and entire First Floor measuring 450 Sq.ft. and one 2 storied building measuring about 1000 Sq.ft. on entire Ground Floor and entire First Floor measuring 500 Sq.ft. and RTS measuring 300 Sq.ft. standing thereon situated at Mouza- Santoshpur & Jadavpur, J.L. No. 22 & 35, E.P. No. 192, 192A & 193, S.P. No. 174, 174/1, 175, C.S. Plot No. 20(P), at Sub-Registry Office A.D.S.R. Sealdah, within the District South 24 Parganas, within Kolkata Municipal Corporation, Ward No.103, being K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District - South 24-Parganas, Assessee No. 311034200444.

AND WHEREAS over since then the owners herein are fully seized and possessed of the said land measuring about 05 Cottahs 02 Chittacks 25 Sq.ft. be the same a little more or less together with one 2 storied building measuring about 450 Sq.ft. on entire Ground Floor and entire First Floor measuring 450 Sq.ft. and one 2 storied building measuring about 1000 Sq.ft. on entire Ground Floor and entire First Floor measuring 500 Sq.ft. and RTS measuring 300 Sq.ft. standing thereon situated at Mouza- Santoshpur & Jadavpur, J.L. No. 22 & 35, E.P. No. 192, 192A & 193, S.P. No. 174, 174/1, 175, C.S. Plot No. 20(P), at Sub Registry Office A.D.S.R. Sealdah, within the District South 24 Parganas, within Kolkata Municipal Corporation, Ward No. 103, being K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District - South 24-Parganas, Assessee No. 311034200444, free from all encumbrances, charges, liens and/or lispens etc. more fully described in the First Schedule hereunder hereafter called "Said Premises".

AND WHEREAS the owners the First Party herein are desirous to develop and promote the First Schedule land after demolishing the old building in joint venture by construction multi storied residential building with several flats and other spaces on ownership as per sanction plan to be sanctioned by the Kolkata Municipal Corporation on the said property more fully and particularly described in the FIRST SCHEDULE below and as such the FIRST PARTY herein approached the SECOND PARTY herein to raise such construction at his cost and/or at the cost of his nominee on the FIRST SCHEDULE property as per the plan to be sanctioned by the Kolkata Municipal Corporation for the benefit of the parties to this Agreement.

AND WHEREAS the Second Party being the Developer herein after considering the proposal of the First Party- the Owners, herein has agreed to raise a multi storied residential building as per sanction plan to be sanctioned by the Kolkata Municipal Corporation at his own costs and/or his nominees' cost on the property described in the First Schedule below on certain terms and conditions to which the parties herein agreed.

**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 Owner, for proportionate share of land and cost of construction of the said building, on or before the execution of these present and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers of self-contained residential Flat in complete and finished condition. The Vendors/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 measuring ..... (.....) sq.ft. more or less including 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/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 , free from all sorts of encumbrances to hold the same absolutely and forever situate, lying at, 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 ” **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, 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 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/Developer 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 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 /Developer 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, lispences, 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 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 hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said 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/Developer 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/Developer 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 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 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 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 /Developer 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 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 of the Purchasers in proportion of the said Flat and the said 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 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 be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed, subject to the terms herein contained to any person or persons without the consent of the Vendors/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 acquired 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**

ALL THAT piece and parcel of Bastu land & structures standing thereon or in a part or portion thereof measuring an area 05 Cottahs 02 Chittacks 25 Sq.ft. be the same a little more or less together with one 2 storied building measuring about 450 Sq.ft. on entire Ground Floor and entire First Floor measuring 450 Sq.ft. and one 2 storied building measuring about 1000 Sq.ft. on entire Ground Floor and entire First Floor measuring 500 Sq.ft. and RTS measuring 300 Sq.ft. standing thereon situated at Mouza- Santoshpur & Jadavpur, J.L. No. 22 & 35, E.P. No. 192, 192A & 193, S.P. No. 174, 174/1, 175, C.S. Plot No. 20(P), at Sub Registry Office A.D.S.R. Sealdah, within the District South 24 Parganas, within Kolkata Municipal Corporation, Ward No.103, being K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District South 24-Parganas, Assessee No. 311034200444, together with whatsoever easement rights in common with the other persons having the like right to pass and re-pass over the roads lying or situate adjacent to the said property. The same is butted and bounded as follows:-

North: 13'-5" wide K.M.C. Road,

South : Land of Alpana Bhowmick,

East : 4' wide Private Passage and Land of Tushar Kanti Moitra,

West : 17, Santoshpur West Road and West Road Club..

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE FLAT AND SOLD IN FAVOUR OF**  
**THE PURCHASERS)**

**ALL THAT** \_\_\_\_\_. of self- contained residential Flat being No. .... on the ..... Floor, ..... side, measuring about ..... sq.ft. more or less carpet area up area, comprising of 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 and the said Flat and the said 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, 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.



**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**

**Presence of:-**

**WITNESSES:-**

1.

-----

**(SIGNATURE OF THE OWNERS/VENDORS)**

2.

-----

**(SIGNATURE OF THE PURCHASERS)**

.....

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

**Drafted and Prepared By**

**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 of this Deed, as per following Memo:-

**MEMO:-**

**TOTAL**

.....  
**Rs.**  
.....

**(RUPEES ) ONLY.**

**WITNESSES:-**

1.

\_\_\_\_\_  
**SIGNATURE OF THE**

2.

**OWNER/DEVELOPER**

