

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day of _____, Two Thousand Twenty Four (2024) of

Christian Era;

BETWEEN

1) SMT. SUDIPTA MALLICK (PAN: AERPMS530L), (AADHAR NO. 7062 5739 8406) wife of Late Kashi Nath Mallick, by faith Hindu, by Nationality Indian, by occupation Housewife, **2) SHRI MAINAK MALLICK (PAN: BQUPM0947K), (AADHAR NO. 9860 8876 2047)** son of Late Kashi Nath Mallick, by faith Hindu, by Nationality Indian, by occupation service, **3) SMT. MAITREYEE MALLICK (PAN: BUKPM1529H), (AADHAR NO. 9523 9568 1393)** wife of Shri Arijit Bhattacharjee and daughter of Late Kashi Nath Mallick, by faith Hindu, by Nationality Indian, by occupation business all are residing at 53B/1A, Garcha Road, P.O. Ballygunge, P.S. Gariahat, Kolkata - 700019, hereinafter called and referred to as "**OWNERS/FIRST PARTIES**" duly represented by their Constituted Attorney namely - **U S T CONSTRUCTIONS (PAN: AAEFU0695H)** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata - 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the **PARTNER** and **AUTHORIZED SIGNATORY** of the said Firm namely - **MR. SOURAV ROY, (PAN: ALHPRO226K & AADHAR NO. 4284 6400 6706) & MOBILE NO. 9674675024)** son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, appointed by the strength of a "Development Power of Attorney", which was duly registered on 11th day of May, 2022, in the office of the District Sub - Registrar II - at Alipore, and duly recorded in Book No. I, Volume No. 1602-2022, Pages 229110 to 229132, Being No. 1602-06063, for the year 2022, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

MR. _____, (PAN: _____ & AADHAR NO. _____ & MOBILE NO. _____) son of _____, by Occupation - _____, by faith: Hindu, residing at _____ Road, Post: _____, within Police Station - _____, Kolkata: 7000_____, in the District - South 24 Parganas, West Bengal, India, hereinafter solely/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 his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

U S T CONSTRUCTIONS (PAN: AAEFU0695H) a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata - 700053, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the **PARTNER** and **AUTHORIZED SIGNATORY** of the said Firm namely - **MR. SOURAV ROY, (PAN: ALHPRO226K) (AADHAR NO. 4284 6400 6706) (MOBILE NO. 9674675024)** son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700053, in the District: 24 Parganas (South) West Bengal, India, hereinafter called and referred to as the "**DEVELOPER/CONFIRMING PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, administrators, legal representatives, successors, successors-in-office and/or assigns) of the **THIRD PART**.

RECITAL

WHEREAS One Sri Anadi Prasad Das was the sole and absolute owner, seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of revenue free land measuring about **5 Cottah 1 Chittaks 9 Sq. Ft.**, together with a partly two storied and partly three storied brick built messuage tenement and dwelling house on a portion of the land, formed out of **Holding No. 363 in Mouza Beltola, Dehi Bhawanipore Sub Division P of Division V situated at Premises No. 53B, Garcha Road**), in the town of Calcutta, Police Station then Ballygunge now Gariahat lying and situate at **Municipal Premises No.53B, Garcha Road, Calcutta**, which he duly purchased from one **Durga Charan Mitter** by virtue of registered **Deed of Sale dated 1st day of November, 1928**, registered in the office of the **Sub-Registrar at Sealdah** and recorded in **Book No. 1, Volume No.23, Pages 97 to 104, Being No. 822 for the year 1928**.

AND WHEREAS Said Sri Anadi Prasad Das during his lifetime made and executed his **Last Will and Testament dated 17th day of May, 1946** thereby devising and bequeathing all his properties estate and effects whatsoever inter-alia, the said plot of land at **Municipal Premises No. 53B, Garcha Road, Calcutta**, unto and in favour of his son **Ajoy Kumar Das** and declared him as the ultimate beneficiary of the property as well as executor/trustee of the said Will subject to a right of residence given to his daughter, **Aruna Das** limited to and until the period of her getting married.

AND WHEREAS Thereafter the said Sri Anadi Prasad Das died on **3rd December, 1946** leaving behind the said Will and Testament dated **17th May 1946** and upon his death, the necessary **Probate Application** was made and initiated by the said **Ajoy Kumar Das** as **Executor of the said Will and Testament dated 17th May 1946** before the **Hon'ble High Court being Case No. 76 of 1947** and upon widely complying with all legal formalities, the **Probate** was **duly granted** on **13th February, 1947** in respect of the said **Will and Testament** by the said **Hon'ble Court in its Testamentary and Intestate Jurisdiction** unto and in favour of the said **Ajoy Kumar Das**.

AND WHEREAS In terms of the said **Will and Testament dated 17th May 1946** duly probated, the said **Ajay Kumar Das** became the sole and absolute owner in respect of the said entire property subject to the right of residence given to his sister in the premises, as aforesaid, which stood ceased with her marriage being solemnized in the year **1949** and since thereafter the said **Ajay Kumar Das** had been enjoying the said property in entirety as it absolute owner at the exclusion of any right of any person(s) whomsoever and while seized and possessed of the said land, the said **Ajay Kumar Das** sold, transferred and conveyed a demarcated portion of the said land equivalent to and measuring about **1 Cottah 3 Chittaks 32 Sq. Ft.** being the **South Western** portion thereof to a third party which has since been known as **Municipal Premises No. 53/1, Garcha Road;**

AND WHEREAS While seized and possessed of the said remaining area of land, the said **Ajay Kumar Das** sold, transferred and conveyed the same being **ALL THAT** the piece and parcel of demarcated land measuring about **3 Cottahs 13 Chittaks 22 Sq. Ft.** with a partly two storied and partly three storied building standing thereon situate at and being **Municipal Premises No. 53B, Garcha Road, Calcutta** unto and in favour of one **Sankar Nath Mallick, Kashi Nath Mallick and Amar Nath Mallick** for a valuable consideration by a **Deed of Sale dated 14th October 1977** registered in

the office of the **Registrar of Assurances Calcutta** and recorded in **Book No.1, Volume No.184, Pages 165 to 178, Being No. 4834 for the year 1977.**

AND WHEREAS By virtue of the said **Deed of Sale** dated **14th October 1977**, the **Sankar Nath Mallick, Kashi Nath Mallick and Amar Nath Mallick** became the joint owners in respect of the said piece and parcel of demarcated land measuring about **3 Cottahs 13 Chittaks 22 Sq. Ft.** together with a partly two storied and partly three storied building standing thereon at and being part of **Municipal Premises No.53B, Garcha Road, Calcutta** morefully and particularly described in the **SCHEDULE-A** written hereunder and hereinafter referred to as "**Said Premises**" or "**Said Property**" each having an undivided **1/3rd Share** each in respect thereof.

AND WHEREAS Said **Sankar Nath Mallick, Kashi Nath Mallick and Amar Nath Mallick** in order to have a better and beneficial enjoyment of all the properties owned by them including the said premises had made and executed a registered **Deed of Partition** dated **13th October 1988** registered at the office of the **Registrar of Assurances, Calcutta** and recorded in **Book No.I, Volume No.288, pages 126 to 145, Being No.11394 for the year 1988.**

AND WHEREAS In terms of the said **Deed of Partition** dated **13th October 1988**, the said **Sankar Nath Mallick** as **Party of the First Part** and **Amar Nath Mallick** as **Party of the Third Part**, transferred their undivided half part or share at the said **Premises No. 53B, Garcha Road** in favour of **Kashi Nath Mallick** which has been mentioned in **SCHEDULE-III(A)** therein, while the said **Sankar Nath Mallick** as **Party of the First Part** and **Kashi Nath Mallick** as **Party of the Second Part** transferred their undivided half part of share at **Municipal premises No.53B, Garcha Road**, in favour of **Amar Nath Mallick** which has been mentioned in **SCHEDULE-IV(A)** therein.

AND WHEREAS By the said **Deed of Partition** dated **13th October 1988**, the said **Sankar Nath Mallick** transferred his said **Undivided 1/3rd Share** thereby relinquishing his entire right, title and interest in respect of said **Municipal Premises No. 53B, Garcha Road** in favour of his said two brothers **Kashi Nath Mallick & Amar Nath Mallick** and by virtue thereof, the said **Kashi Nath Mallick & Amar Nath Mallick** became the joint owners of **Municipal premises No. 53B, Garcha Road** each having an undivided one-half share.

AND WHEREAS The said **Amar Nath Mallick** during his lifetime made and executed his **Last Will & Testament** dated **19th August, 1998** in respect of his one-half share in the said premises whereby he devised and bequeathed the same unto and in favour of his brother said **Kashi Nath Mallick** and declared him as the ultimate beneficiary of his undivided share forever as well as sole executor of the said **Will**.

AND WHEREAS Thereafter the said **Amar Nath Mallick** died as bachelor on **27th September, 1999** leaving behind him his said **Will and Testament** dated **19th August, 1998** and upon his death, the necessary **Probate Application** was made and initiated by the said **Kashi Nath Mallick** as **Executor** before the **Hon'ble District Delegate at Alipore** under **Act. 39, vide Case No. 455 of 1999** and upon widely complying with all legal formalities, the Probate was duly **granted** on **07th June, 2000** in respect of the said **Will and Testament** by the said **Hon'ble Court** in its **Testamentary and Intestate Jurisdiction** unto and in favour of the said **Kashi Nath Mallick**. The formal probate of the said **Will** was **granted** on **14th June, 2000**.

AND WHEREAS In pursuance of the Probate granted by the **Hon'ble Court** as aforesaid, the said **Kashi Nath Mallick** became the sole and absolute owner in respect of All that the said property comprising of a piece and parcel of demarcated land measuring about **3 Cottahs 13 Chittaks 22 Sq. Ft.** together with a partly two storied and partly three storied building standing thereon situate at and being **Municipal Premises No. 53B, Garcha Road, Calcutta.**

AND WHEREAS The said **Kashi Nath Mallick** got his name mutated and separately assessed in the records of the Kolkata Municipal Corporation under **Assessee No.11-086-09-0163-8** in respect of the said land measuring about **3 Cottahs 13 Chittaks 22 Sq. Ft.** part of **Municipal Premises No.53B, Garcha Road** and upon such assessment, it has since been known as **Municipal Premises No.53B/1A, Garcha Road** being held, used and enjoyed by him upon payment of the necessary taxes and outgoing to the appropriate authority(s).

AND WHEREAS While seized and possessed of the said property, the said **Kashi Nath Mallick** died **intestate on 21st September, 2012** surviving his widow namely **Smt. Sudipta Mallick**, only son **Sri Mainak Mallick** and only daughter **Smt. Maitreyee Mallick** as his heirs and/or legal representatives within the meaning of **Hindu Succession Act, 1956** and by virtue of inheritance, the said heirs and successors of the said **Kashi Nath Mallick** became the joint owners of the said premises each having an **Undivided 1/3rd Share** each in respect thereof.

AND WHEREAS The said **Smt. Sudipta Mallick, Sri Mainak Mallick and Smt. Maitreyee Mallick** (the Present Owners herein) being desirous of developing the said premises had engaged a real estate developer namely **M/s. ZEED-BEE Developers LLP** by entering into a **Development Agreement along with a Development Power of Attorney dated 1st March, 2019.** However, the said agreement and agency have been mutually cancelled and revoked between the parties **by virtue of a Cancellation Agreement dated 17th January, 2022** and by virtue of such cancellation, the said developer ceased to have any right or interest in respect of the said premises.

AND WHEREAS thus said **Smt. Sudipta Mallick, Sri Mainak Mallick and Smt. Maitreyee Mallick**, became the absolute owner of the said undivided Property they desired to construct a Multi-Storied Building upon their said premises for disposal of its different flats/units etc. to the intending Purchaser/s for commercial gain and so the said all present Owners have decided to further engage and appoint one **U S T CONSTRUCTIONS** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the **PARTNER** and **AUTHORIZED SIGNATORY** of the said Firm namely - **MR. SOURAV ROY**, son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India.

AND WHEREAS to avoid future complications the **Owners** and **Developer** executed and registered a **Development Agreement** on _____, which was duly registered at the office of _____, which was duly recorded in **Book No. I, Volume No. 160__-202__**, Page from _____ to _____, Being **Deed No. 160__ - _____**, for the year 202__.

AND WHEREAS thereafter the said **Owners** executed and registered a **Development Power of Attorney in favour of the aforesaid Developer** on _____, which was duly registered at the office of _____, which was duly recorded in **Book No. I, Volume No. 160__-202__**, Page from _____ to _____, **Being Deed No. 160__-_____**, for the year 202__.

AND WHEREAS thereafter said **U S T CONSTRUCTIONS** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, in the District: 24 Parganas (South) West Bengal, India, the **DEVELOPER** of the said **ALL THAT** the piece or parcel of land measuring about **3 Cottahs 13 Chittaks 22 Sq. Ft.** together with a partly two storied and partly three storied brick built messuage tenement and dwelling house thereon formed out of **Holding No.363 in Mouza: Beltola, Dehi Bhawanipore Sub Division P of Division V lying and being situated at KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata 700019 within the limits of Kolkata Municipal Corporation, Ward No. 86, in the Dist. 24 Parganas (South)** and desired to construct a Multi-Storied Building upon the said premises for disposal of its different flats/units etc. to the intending Purchaser/s for commercial gain and so the said **DEVELOPER** sanctioned a **Building Plan vide B.S. Plan No. _____, Dt. _____** from the **Kolkata Municipal Corporation** for construction of a Multi Storied Building upon the said **KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata 700019 within the limits of Kolkata Municipal Corporation, Ward No. 86, in the Dist. 24 Parganas (South), West Bengal, India.**

AND WHEREAS during the progress of the construction work of the said building the **Purchaser** approached to the **Developer** to purchase a **FLAT** in the said building from the **Developer's Allocation** and the **Developer** agreed to sale to the **Purchaser**, a "**Flat**" No. _____, measuring about _____ **Sq. Ft. Super Built-up Area** be the same a little more or less in the _____ **Floor** consisting of **Two Bed Rooms, One Drawing, One Kitchen, One Dining, One Toilet, One W.C. & One Balcony, ALONG WITH one CAR PARKING SPACE** measuring about **120 Square Feet**, in the **GROUND FLOOR, TOGETHER WITH** impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the "**Said FLAT**" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with all common portion and amenities or facilities in the said building lying, situate and being **KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata 700019 within the limits of Kolkata Municipal Corporation, Ward No. 86, Dist. 24 Parganas (South)** which is morefully and particular mentioned and described in the **FIRST SCHEDULE**, hereunder written free from all encumbrances, trusts, charges, liens, lispences, attachments, claims to the **Purchaser** hereto for the total consist of **Base price of Rs. _____/- (Rupees _____) only plus Price of Car Parking Space Rs. _____/- (Rupees _____) only and 5% GST amounting to Rs. _____/- (Rupees _____) only** comes to total Consideration of **Rs. _____/- (Rupees _____) only** and for the purpose requested to the **Developer** to enter into an agreement for sale with the **Owner** and the **Developer**.

The Kolkata Municipal Corporation has granted the Commencement Certificate to develop the Project vide approval dated _____ bearing No. _____;

AND WHEREAS the Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the REAL ESTATE REGULATORY AUTHORITY at KOLKATA No. WBRERA/NPR-_____; under registration.

AND WHEREAS the DEVELOPER herein accepted the said offer of the PURCHASER/S herein and has agreed to sell ALL THAT one residential FLAT in the said building from the Developer's Allocation and the Developer agreed to sale to the Purchaser/s one "Flat" at _____ Side, measuring about _____ Sq. Ft. Carpet Area and _____ Sq. Ft. Super Built-up Area, be the same a little more or less in the _____ Floor consisting of One/Two/Three Bed Room/s, One Drawing-Dining, One Kitchen, One Toilet, One WC & One Balcony, TOGETHER WITH impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the "Said FLAT" morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder written with all common portion and amenities or facilities in the said building lying, situate and being **KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata 700019 within the limits of Kolkata Municipal Corporation, Ward No. 86, Dist. 24 Parganas (South), West Bengal, India, which is morefully and particular mentioned and described in the FIRST SCHEDULE, hereunder written free from all encumbrances, trusts, charges, liens, lispendences, attachments, claims to the Purchaser/s hereto for the **Total Consideration including GST of Rs. _____/- (Rupees _____) only** subject to the fulfillment of the terms and conditions hereunder written for the sake of brevity hereinafter called and referred to as the "FLAT" free from all encumbrances, trusts, charges, liens, lispendences, attachments and as per law for the time being enforce and for the purpose a **Agreement for Sale** was executed by and between the parties herein on _____ day of _____, 202_ on receiving a sum of Rs. _____/- (Rupees _____) only, from the said PURCHASER/S as and by way of earnest money out of the said settled price or consideration of the "SAID FLAT" of Rs. _____/- (Rupees _____) only, on the terms and conditions written therein.**

AND WHEREAS the PURCHASER/S herein approached the OWNER/VENDOR & DEVELOPER herein to complete the said intended sale transaction by way of these presents in respect of the said FLAT in terms of said **Agreement for Sale dated _____ day of _____, 20__, made by and between the aforesaid OWNER/ VENDOR & DEVELOPER and the PURCHASER/S herein.**

NOW THIS INDENTURE WITNESSETH that in pursuance to the said agreement between the OWNER/VENDOR & DEVELOPER/CONFIRMING PARTY and the PURCHASER/S/S paid to **Total Consideration including GST of Rs. _____/- (Rupees _____) only to the OWNER/VENDOR & DEVELOPER/CONFIRMING PARTY herein on or before the execution of these presents (the receipt whereof the OWNER/VENDOR & DEVELOPER/CONFIRMING PARTY doth hereby and also by the Memo of Consideration hereunder written admit and acknowledge of and from the same and every part thereof acquit, release and/or forever discharge the Said FLAT of the**

said multi-storied building unto the **Purchaser/s/s**, the **OWNER/VENDOR & DEVELOPER/ CONFIRMING PARTY** absolutely hereby indefeasible grant, sell, convey, transfer and assure, assign unto and in favour of the **PURCHASER/S/S** of a "**Flat**" at _____ **Side**, measuring about _____ **Sq. Ft. Carpet Area** and _____ **Sq. Ft. Super Built-up Area**, be the same a little more or less in the _____ **Floor** consisting of **One/Two/Three Bed Room/s, One Drawing-Dining, One Kitchen, One Toilet, One WC & One Balcony**, in the building situate at **KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata 700019 within the limits of Kolkata Municipal Corporation, Ward No. 86, Dist. 24 Parganas (South), West Bengal, India**, which is morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the "**SAID FLAT**", along with proportionate share of the land corresponding thereto on which the building is situated as fully described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH** said undivided proportionate share or interest of entrance, underground and overhead water tank/reservoir, Septic tank, pump room, meter room and all common parts, common areas and common facilities fully described in the **THIRD SCHEDULE** hereunder written situate lying at and being **KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata 700019 within the limits of Kolkata Municipal Corporation, Ward No. 86, Dist. 24 Parganas (South), West Bengal, India**, free from all encumbrances, attachments, charges, liens, lispendences, claims, trusts, execution, attachments, proceedings and/or acquisitions and requisitions proceedings scheme or road alignment of **Kolkata Metropolitan Development Authority, The Kolkata Municipal Corporation, Bengal Land and Land Reforms Office, Land Acquisition and Requisition Department** and all other liabilities whatsoever and all the estate, right, title, interest, inheritance, use, trust, property, claim and demand whatsoever of the **OWNER/VENDOR & DEVELOPER/ CONFIRMING PARTY** into and upon the same or any part thereof **TOGETHER WITH** fully power to the **PURCHASER/S/S** to appear before the **Kolkata Municipal Corporation** and/or any other authorities concerning the Said **FLAT** or otherwise for the purpose of mutation and/or records in the name of the **PURCHASER/S/S** in the records of **The Kolkata Municipal Corporation** and other **Government Department** as absolute ownership of the same and for all or any other purpose or purposes to sign, issue, receive, acknowledge, serve all correspondence, notice, notices and letters as the case may be and to appear in all or any such matter as may be necessary as fully and effectually do the same **OR HOWSOEVER OTHERWISE** the said **FLAT**, as mentioned in the **SECOND SCHEDULE** hereby sold or any part or portion thereof now and/or at any time heretofore was or were situated, butted, bounded called, known, numbered, described or distinguished **TOGETHER WITH** all and every manner of former and other rights, liberties, privileges, easements, profits appendages and appurtenances whatsoever to the said premises or any part or portion thereof belonging to or in anywise appertaining to or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and rents, issues and profits thereof in connection with the **SAID FLAT** and all the estate, right, title interest of the property claim and demand over the same of the Vendors unto and/or upon the Said **FLAT** and all other benefits, rights hereby granted, sold, conveyed, transferred and assigned, assured or expressed or intended so to be every part thereof **TO HAVE AND TO HOLD** the said **FLAT**, together with proportionate share of land underneath corresponding to the Said **FLAT** together with other benefits, rights hereby granted, conveyed, transferred, assigned and/or assured or expressed or intended so to be and every part thereof unto and to the use of the **PURCHASER/S/S** absolutely/jointly and forever free from all encumbrances, charges, trust, liens, demand, attachments, whatsoever together with all other easement and quasi-easement right, privileges and provision in connection with the beneficial use and enjoyment of the Said **FLAT** of the said premises by the

respective co-owners and co-occupiers of the building as mentioned in the **FOURTH SCHEDULE** hereunder written and/or common facilities of the **PURCHASER/S/S AND** also subject to payment of the proportionate share of the common expenses and also proportionate share of Municipal rates and other taxes payable in respect of the Said **FLAT** as described in the **FIFTH SCHEDULE** hereunder written and also subject to the **OWNER/VENDOR & DEVELOPERS/CONFIRMING PARTIES** and the **PURCHASER/S/S** covenants as contained in the **FOURTH SCHEDULE** hereunder written and all other outgoings in connection with the said space wholly and the building proportionately the **PURCHASER/S/S** will pay and discharge taxes on the said **FLAT/UNIT** wholly as per proportionate amongst others unto and to the use of **PURCHASER/S/S** absolutely and forever to the intent that **PURCHASER/S/S** herein henceforth are the absolute owners of the Said **FLAT** which is hereby granted and sold absolutely by the **OWNER/VENDOR & DEVELOPERS/CONFIRMING PARTIES** and forever free from all encumbrances attachments, charges and liabilities whatsoever.

THE VENDOR & DEVELOPER CONFIRMING PARTY AND THE PURCHASER/S DOH HEREBY COVENANT TO EACH OTHER as follows:-

- a) The interest which the **Vendor & Developer Confirming Party** do hereby prefer to transfer submits that the Owner have good right, full power, absolute authority and indefeasible title to grant sell convey transfer assign and assure the **SECOND SCHEDULE** mentioned as **FLAT** in the Premises **TOGETHER WITH** the benefits rights, herein comprised or hereby granted sold conveyed transferred assigned and assured unto and in favour of the Purchaser/s in the manner aforesaid.
- b) The Third part **Vendor & Developer Confirming Party** is entitled to deal with the said **FLAT** constructed on the **FIRST SCHEDULE** mentioned land **TOGETHER WITH** the undivided impartible share of land including the common rights, facilities, amenities and installations, etc. and also eligible to be dealt with and to transfer such portions in the building without any objection and consent of the Vendor & Developer Confirming Party.
- c) It will be lawful for the **Purchaser/s** from time to time and at all times hereafter to peaceably and quietly hold use possess and enjoy the said "**FLAT**" **TOGETHER WITH** the undivided impartible share of land in the said Premises including all common rights, areas, amenities and facilities installations etc. in the said Premises and to receive rents issues and profits thereof without any interruptions hindrance, claims or disturbances whatsoever from or by the **Vendor & Developer Confirming Party** or any person or persons claiming through under or in trust of them.
- d) The **SECOND SCHEDULE** below mentioned **FLAT** hereby sold and transferred or intended so to be is freed and discharged from and against all manner or encumbrances whatsoever.
- e) The **Owner/Vendor & Developer Confirming Parties** have not concealed or suppressed any material defect in their title to the said Premises.
- f) The **Owner/Vendor & Developer Confirming Parties** will duly fulfill and perform all their obligations elsewhere herein contained.

THE PURCHASER/S DOH HEREBY COVENANT WITH THE VENDOR & DEVELOPER CONFIRMING PARTY as follows:-

- a) **THAT** the **Purchaser/s** shall be entitled as absolute owner to sell, transfer or dispose of the said **FLAT** to any person or persons whatsoever without any interference from the **Owner/Vendor** and **Developer** and other occupants of the building.

- b) **THAT** the **Developer/Confirming Party** herein shall handover the possession of the said **FLAT** of the building.
- c) **THAT** the **Owner/Vendor** do hereby accord his consent to the **Purchaser/s** for mutating his/her/their name/s in the Assessment record of The Kolkata Municipal Corporation in respect of the said **FLAT** conveyed by this Deed of Conveyance and the **Purchaser/s** shall be liable or responsible to pay the rates and taxes to the appropriate authority after mutation and before that the **Purchaser/s** will pay the proportionate rates and taxes to the **Developer/Confirming Party** from the date of possession of the said **FLAT**.
- d) The **Purchaser/s** binds himself to pay regularly and punctually all common costs and expenses in respect of the said building and the said premises proportionately such liability to be accrued -with effect from the date of execution and registration of these presents proportionately or wholly as the case may be.
- e) The **Purchaser/s** agrees as a specific Covenant running with the land that the land of the said building will remain always undivided and impartible and the Purchaser/s shall be own only and undivided proportionate share in the same and the Purchaser/s shall have no right to claim any division or partition or separation thereof.
- f) The **Purchaser/s** on received of possession of the said **SECOND SCHEDULE** mentioned **FLAT** from the **Vendor & Developer Confirming Party** shall have no right to make any structural change inside the "said **FLAT**" and no brick Partition will be allowed which will cause damage in the main structure.
- g) The **Purchaser/s** at his/her/their own cost and expenses shall apply for and obtain mutation of the "said **FLAT**" in his/her/their name from **The Kolkata Municipal Corporation** after execution and registration of these presents.
- h) The **Purchaser/s** shall not leave any litter in places other than in a place provided for the said purposes.
- i) The **Purchaser/s** shall not leave or cause to be left any furniture or any other material or things where they may or are likely to obstruct the free ingress and egress of the said building and other **Flats/Units** and not to obstruct the common areas.
- l) To co-operate with the **Association and/or Building Committee** to be formed for management of the said building by the Co-owners of the said building and the **Purchaser/s** shall/will be a lawful member of the said association as per this Purchase.
- m) To observe and perform properly all rules regulations and restrictions from time to time in force prepared by the **Association and/or Building Committee** of the Building for the use and management of the Building.
- n) The **Purchaser/s** shall have every right to transfer the said **FLAT** in any way to any **Third Party** without any claim or demand from the **Vendor & Developer Confirming Party** and also other co-owners of the said premises.

BE IT MENTIONED here that the Purchaser/s shall join as a member of the **Association and/or Building Committee** of Owners of Flat/Flats & other Spaces of the said building on and from the date of registration of these presents and if any **Association and/or Building Committee** is not yet formed, all the Flat/Flats & other Spaces Owners shall form an **Association and/or Building Committee** of Flat/Flats & other Spaces Owners, if so required.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece or parcel of land measuring about **3 Cottahs 13 Chittaks 22 Sq. Ft.** together with a Multi Storied

Building standing thereon, formed out of Holding No.363 in Mouza: Beltola, Dehi Bhawanipore, Sub Division P of Division V, lying and being situated at KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata: 700019 within the limits of the Kolkata Municipal Corporation, Ward No. 86, Dist. 24 Parganas (South) and the said Property is butted and bounded in the manner as follows:-

- ON THE NORTH** : By Premises No. 53A, Garcha Road;
ON THE SOUTH : By Premises No.53/1, Garcha Road;
ON THE EAST : By part of Premises No.50D 50K, Garcha Road;
ON THE WEST : By 15'-9" i.e. 4800 meter wide Garcha Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT & CAR PARKING HEREBY AGREED TO BE SOLD)

ALL THAT a self-contained "Flat" being Flat No. _____, measuring about _____ Square Feet Super Built-up Area, be the same a little more or less at South East Side on the _____ Floor, consisting of _____ Bed Rooms, One Drawing-cum-Dining, One Kitchen, One Toilet, One WC and _____ Balcony and One Car Parking Space in the Ground Floor measuring about 120 Square Feet, **Along With** undivided, impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the "Said FLAT" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with all common portion and amenities or facilities in the said building lying, situate and being KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata: 700019 within the limits of the Kolkata Municipal Corporation, Ward No. 86, Dist. 24 Parganas (South) **TOGETHER WITH** undivided proportionate share of right, title and interest of the land upon which the building is constructed together with all right privileges in the common areas and facilities liabilities provided or to be provided in the said building and/or the said premises along with the undivided impartible un-demarcated proportionate share and interest on the ultimate roof and terrace of the building, with all **Common Users Area & Facilities** in the said building as set-out in the **THIRD SCHEDULE** hereunder written.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON AREA AND FACILITIES)

- (I) **Areas:**
- a) Entrance and exits.
 - b) Boundary Walls and Main Gate of the Premises.
 - c) Staircase, staircase landing, stair head room and lobbies on all the floor of the building.
 - d) Entrance lobby.
 - e) **Lift & Lift Well.**
- (II) **Water, Pumping and Drainage:**
- a) Drainage and sewerage lines and together installations for the same (except only those as per installed within exclusive area of any Unit and/or exclusively for its use).
 - b) Water supply system.

- c) Water pump, underground and overhead water reservoir together with all common plumbing installation for carriage of any unit/or exclusively for its use.
- (III) **Electrical Installation:**
- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any unit and/or exclusively for us.
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- (IV) **Others:** Such other common parts, areas, equipment's, installation, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-Owner .
- (V) **Roof:** Roof of the Building and open space on the **Second Floor** of the Building shall be the sole property of all Flat Owners as common.

THE FORTH SCHEDULE ABOVE REFERRED TO:

1. Save and except in respect of the said **FLAT** hereby purchased and right of the restrictive common user over common areas and facilities as specified in the **Third Schedule** hereinabove written the Purchaser shall have no claim or respect of other portion of the building.
2. The Purchaser shall pay from the date of possession, the proportionate share of corporation taxes and other taxes whatsoever named called and assessed on the said flat/building/premises as may be existing at any point of time so long of the said unit is not separately assessed.
3. The maintenance charges and all other outgoings payable in respect of the said FLAT from the date, of possession to association formed by members as per their settled claim from time to time. Apportionment of the liabilities of the **PURCHASER** in respect of an item of cash, taxes, outgoings expenses or any other money or sum payable under the presents by the **PURCHASER** shall be decided as per square feet area of the FLAT.
4. **THE PURCHASER/S SHALL:-**
- a) Maintain the said **FLAT** with his/her/their own/joint costs and shall keep the said **FLAT** in the conditions stale and order in which it would deliver to him and shall abide by all laws, bye laws, rules and regulations of KMC.
- b) Use the common areas and facilities strictly as required for passage for ingress to and egress from the said FLAT and shall not cause any obstruction of hindrance or interference of free ingress and egress but from the said FLAT and shall not cause any obstructions of hindrance or interference of free ingress and egress but from the said building for the vendors or persons claiming through him.
- c) Permit the association and (heir surveyors or agents with or without workmen and others as also the officers and staff of any public supply authority or bodies at ail reasonable time to enter into and upon the said FLAT or any part thereof for the purpose of repairing or any part of the building and for the purpose of the making, repairing, re-building, maintaining, clearing lighting and keeping in order and good conditions all services, drains, water, pipes, cables, co-belonging to observing or use for the said building and also for the purpose of pulling down maintaining, repairing and testing drainages and water pipes and electric wires and connections.
- d) Executing files and register all declaration, deeds and documents and will do all acts, deeds, matters and things as shall be from time to time necessary for and in relation to the FLAT and shall also furnish declare and file in compliance with all statutory obligations in respect of statutory obligation from time to time all statements and shall comply with and observe all be formalities from time to time as shall be necessary in any oilier law or required for any purpose including for registration of conveyance and/or transfer deeds and shall always pay

and discharged all tax and other statutory liabilities and hereby agrees to indemnify and keep indemnified the vendors against demands claim, suits, actions, proceedings charges costs and expenses in respect of thereof and shall execute from time to time all papers and documents and to do all other things for giving effects to the presents and also or protecting the interest of the vendors and of the other **PURCHASER** and/or holders of the other portions in the said buildings.

- e) The **PURCHASER** shall have full proprietary rights and interest and shall be entitled to sell, mortgages, rent, lease or any type of transfer the aforesaid **FLAT** on the **Second Floor** and **CAR PARKING SPACE** in the **Ground Floor** under the said Building and also entitled to use the said Flat as Residential, without requiring having or seeking and consenting for the purpose from the other Apartments/Flats Owner and Owners of the said building.

5. THE PURCHASER SHALL NOT: -

- a) Use the said **FLAT** or any portion thereof for any purpose whatsoever other than as a flat for Residence Purpose. But not any cause danger, nuisance or annoyance to the occupiers of the other flats in the building or to the owners or occupiers of the adjoining or neighboring properties nor shall use the same for any illegal or immoral purpose.
- b) **PURCHASER** cannot do addition or alteration or construction of permanent nature in the said **FLAT** or any part thereof which will affect the main structure and line of the building.
- c) Store or keep stored or allow to be stored in the said **FLAT**, any goods or hazardous or combustible' nature or otherwise materials or any other goods or articles which are likely to endanger the said building or any articles giving an offensive smell or which may extra nuisance or annoyance to the neighbors and' or other purpose and/or vendors and/or the **PURCHASER** or occupiers of the other building or buildings in the neighborhood.
- d) Hang from or attachment to beam or rafts any article which is or affect endanger or damages or damages the said building and/or construction thereof.
- e) Demolish the said **FLAT** or any part thereof.
- f) Use store in the staircase and other common parts passage and other portion and/or allow the smoke to spread and to go in the common area, common parts and common portions and in other flats in the said building.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

THE PURCHASER/S/S SHALL BEAR:-

PROPORTIONATE COST OF REPAIRING AND DECORATING OF THE BUILDING AS COMMON EXPENSES;

PART - I

1. Proportionate expenses of maintenance, repairing, reconstruction and renewing the main structure and the drainage system, rain water discharge, arrangements for supply of electricity and fill common areas contained in the said premises.
2. Proportionate costs of cleaning and lighting the entrance of the building, passage, space, lobby, corridor, staircase,
3. Proportionate share of all taxes, levies and impositions deposits etc. for the premises as a whole.
4. Proportionate share of all salaries, wages, fees and remuneration of all workmen, staff and experts, engaged and hired for the common purpose.
5. Proportionate cost of maintenance, operating, replacing and installing implements including Lift, Pump, Motor, Pipes, Deep tube-well etc. for the common service.
6. Proportionate share of premium of insurance of or the building, if any.
7. Proportionate share of such expenses or would be necessary for all incidentals to the said maintenance and up keep of the building.

8. Any other unforeseen proportionate expenses, if arises in future, will be binding upon the PURCHASER/S/S as per the unanimous decision of the building committee or owner's association.

PART - II

MAINTENANCE: The proportionate costs and expenses of maintaining, repairing, redecorating and renewing etc. of the main structure, lift, common parts and portions like drainage, gutters and water pipes for all purposes, drains, electric cables and wires in under or upon the said Housing Complex, main entrance, landings and staircase of the said buildings, boundary walls of the Demarcated portion and compounds etc. enjoyed or used by the PURCHASER/S/S in common with other occupiers. The costs of cleaning and lighting the main entrance, passages, driveways, landings, staircases and other parts of the Housing Complex so enjoyed or used by the PURCHASER/S/S in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

OPERATIONAL: All expenses for running and operating all machines, equipment and installations comprised in the Common Parts and Common Portions including generator, lift, water pump with motor, cable, T.V. connection and also the costs of repairing renovating and replacing the same.

STAFF: The salaries of and all other expenses of the staff to be employed for the Common Purposes namely security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, etc. including their bonus and other emoluments and benefits.

ASSOCIATION: Establishment and all other expenses of the Association or any agency looking after the Common Purposes until handing over the same to the Association.

IN WITNESS WHEREOF all the Party have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata In The Presence of:-

WITNESSES: -

1.

2.

=====
SIGNATURE OF THE OWNER
Owner duly represented by their Constituted
Attorney SOURAV ROY

=====
Signature of the **PURCHASER/S/S**

=====
M/S. U S T CONSTRUCTIONS
Represented by its Managing Partner and
authorized signatory of the Firm as
Developer/Confirming Party

Drafted & Printed by:

Cooke Das
Advocate,
Alipore Judges' Court,
Kolkata: 700027
Enrolment No. F/969/1997.

MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASER/S** a sum of Rs. _____/- (Rupees _____)
only as **FULL AND FINAL CONSIDERATION** along with 5% GST of the said **FLAT**, described in the **SECOND**
SCHEDULE, herein above written as per memo below :-

<u>Date</u>	<u>Cash/Cheque/NEFT/RTGS</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount</u>

Total Rs. _____/-

Rupees _____ only.

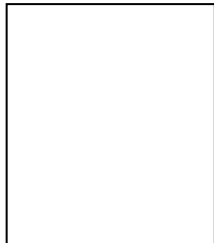
WITNESSES:

1.

2.

M/S. U S T CONSTRUCTIONS
Represented by its Managing Partner and
authorized signatory of the Firm as
Developer/Confirming Party

Thumb First Middle Ring Little

	LEFT :					
	RIGHT :					

Name: **SRI SOURAV ROY**

Signature: _____

	LEFT :					
	RIGHT :					

Name: _____

Signature: _____