

DEED OF CONVEYANCE

THIS INDENTURE is made on this the day of ,
2023 (Two Thousand and Twenty Three) **B E T W E E N**

FOR MUKHERJEE ASSOCIATES

Aparna Mukherjee
Proprietor

SMT. APARNA MUKHERJEE wife of Sri Ashim Mukherjee, having her PAN - AJLPM3471B, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at A-48, Brahmapur (South), P.O. Brahmapur, P.S. Regent Park now Bansdroni, Kolkata - 700096, District South 24 Parganas, hereinafter called and referred to as the **LAND OWNER/ VENDOR** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

SRI/SMT. son/wife/daughter of
....., having his/her PAN -,
Aadhaar No., by Faith - Hindu, by
Occupation -, by Nationality - Indian, residing
at
....., hereinafter

called and referred to as the "**PURCHASER(S)**" (which term or expression shall unless repugnant to the context shall deem to mean and include his/her/their heirs, executors, administrators, legal representatives and assigns) of the

SECOND PART.

AND

MUKHERJEE ASSOCIATES a Proprietorship Firm, having its office at A-48, Brahmapur South, P.O. Brahmapur, P.S. Bansdroni, Kolkata - 700096, in the District South 24 Parganas, being represented its Proprietor namely **SMT. APARNA MUKHERJEE** wife of Sri Ashim Mukherjee, having PAN No. AJLPM3471B, Aadhaar No. 6984 4486 9590, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at A-48, Brahmapur South, P.O. Brahmapur, P.S. Bansdroni, Kolkata - 700096, in the District South 24 Parganas, hereinafter known and referred to as the "**DEVELOPER/CONFIRMING PARTY**" (which term or expression shall unless excluded by

or repugnant to the context be deemed to mean and include its successors-in-office, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS One Menoka Manna seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or less 26 Decimals, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 200, District Collectorate Touzi No. 14, Pargana - Magura, comprised in R.S. Khatian Nos. 109 & 17, appertaining to R.S. Dag Nos. 1016 & 1017, under Police Station - Regent Park now Bansdroni, in the District South 24 Parganas, by virtue of a registered Deed of Sale, duly registered in the office of Sub-Registrar at Alipore, recorded in Book No.I, Volume No. 125, Pages from 149 to 155, Being No. 4709 for the year 1981 at the cost of his demise husband namely Mahadev Manna from its the then owner namely Smt. Shantikana, wife of Sri Krishna Chakraborty.

AND WHEREAS thereafter the said Menoka Manna along with her four sons namely 1. Dinesh Manna, since deceased,

2. Ramesh Manna, 3. Bholu Manna alias Kena Manna and 4. Debu Manna alias Sandip Manna jointly seized and possessed of the said land measuring more or less 26 Decimals, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 200, District Collectorate Touzi No. 14, Pargana - Magura, comprised in R.S. Khatian Nos. -109 & 17, appertaining to R.S. Dag Nos. 1016 & 1017, under Police Station - Regent Park now Bansdrone, in the District South 24 Parganas without any lets or hindrances, free from all encumbrances.

AND WHEREAS said 1. Dinesh Manna, since deceased, 2. Ramesh Manna, 3. Bholu Manna alias Kena Manna and 4. Debu Manna alias Sandip Manna while seized and possessed of the said land with their mother Menoka Manna filed a Tiltle Suit vide No. 69/1996 against their mother before the Ld. 3rd Civil Judge (Sr. Divn.) at Alipore and Ld. 3rd Civil Judge (Sr. Divn.) at Alipore was pleased and granted a Final Decree on 16.07.2003 in favour of Smt. Radha Manna wife of Late Dinesh Manna along with 1. Sanjib Manna, 2. Smt. Supriya Naskar

and 3. Smt. Pinki Mitra all the legal heirs of Dinesh Manna, who was died intestate on 26.01.2004 leaving behind them, as his only surviving legal heirs or heiress under the provision of the Hindu Succession Act., 1956.

AND WHEREAS in the basis of the said Final Decree said Smt. Radha Manna wife of Late Dinesh Manna along with 1. Sanjib Manna, 2. Smt. Supriya Naskar and 3. Smt. Pinki Mitra jointly being allotted a plot of land measuring more or less 4 Cottahs 00 Chittak 00 Sq.ft., being Plot No. 1 out of 26 Decimals, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 200, District Collectorate Touzi No. 14, Pargana - Magura, comprised in R.S. Khatian Nos. 109 & 17, appertaining to R.S. Dag Nos. 1016 & 1017, under Police Station - Regent Park now Bansdrani, in the District South 24 Parganas along with right to use of 17' ft. wide common passage adjacent to the land attached thereto and accordingly they jointly mutated their names in the records of the Kolkata Municipal Corporation

and property known and numbered as **KMC Premises No. 77/1, Stream Laundry, Kolkata - 700096** and they have/had paid corporation taxes in their names in the records of **KMC Assessee No. 31-111-24-0210-3.**

AND WHEREAS after mutated their names the said Smt. Radha Manna wife of Late Dinesh Manna along with 1. Sanjib Manna, 2. Smt. Supriya Naskar and 3. Smt. Pinki Mitra jointly found that some portion of land, containing an area more or less 6 Chittaks 23 Sq.ft. has been splayed for the purpose of Road Development and as per physical measurement, containing an area more or less 3 Cottahs 09 Chittaks 22 Sq.ft. seized and possessed by the Smt. Radha Manna wife of Late Dinesh Manna along with 1. Sanjib Manna, 2. Smt. Supriya Naskar and 3. Smt. Pinki Mitra jointly without any lets or hindrances, free from all encumbrances.

AND WHEREAS said said Smt. Radha Manna wife of Late Dinesh Manna along with 1. Sanjib Manna, 2. Smt. Supriya

Naskar and 3. Smt. Pinki Mitra while jointly seized and possessed of the said land duly constructed brick built tile shed structure, having an area more or less 200 Sq.ft. over the said land at their own costs, expenses and efforts, free from all encumbrances and each having got undivided 1/4th respective share of land.

AND WHEREAS said 1. Sanjib Manna, 2. Smt. Supriya Naskar and 3. Smt. Pinki Mitra while seized and possessed of their 3/4th respective share of land in consideration for love and affection gifted, transferred and conveyed of **ALL THAT** piece and parcel of undivided 3/4th respective share of land measuring more or less 2 Cottahs 11 Chittaks 5.5 Sq.ft. out of 3 Cottahs 09 Chittaks 22 Sq.ft. together with brick built tile shed structure, having an area more or less 150 Sq.ft. out of 200 Sq.ft. with cemented floor finished, standing thereon, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 200, District Collectorate Touzi No. 14, Pargana - Magura, comprised in R.S. Khatian Nos. 109 & 17, appertaining to R.S.

Dag Nos. 1016 & 1017, under Police Station - Regent Park now Bansdroni, being KMC Premises No. 77/1, Stream Laundry, Kolkata - 700096, within the limits of Ward No.111 vide Assessee No. 31-111-24-0210-3 of the Kolkata Municipal Corporation, in the District South 24 Parganas along with right to use of 17' ft. wide common passage adjacent to the land attached thereto, unto and in favour of their mother Smt. Radha Manna wife of Late Dinesh Manna, by virtue of a registered Deed of Gift, dated - 04.07.2014, duly registered in the office of A.D.S.R. at Alipore, recorded in Book No.I, CD Volume No. 21, Pages from 991 to 1008, Being No. 05020 for the year 2014.

AND WHEREAS in pursuance to the above the said Smt. Radha Manna wife of Late Dinesh Manna Partly by virtue of a registered Deed of Gift and Partly by way of inheritance became the absolute lawful owner of **ALL THAT** piece and parcel of land measuring more or less 3 Cottahs 09 Chittaks 22 Sq.ft. together with brick built tile shed structure, having an area

more or less 200 Sq.ft. with cemented floor finished, standing thereon, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 200, District Collectorate Touzi No. 14, Pargana - Magura, comprised in R.S. Khatian Nos. 109 & 17, appertaining to R.S. Dag Nos. 1016 & 1017, under Police Station - Regent Park now Bansdrani, being KMC Premises No. 77/1, Stream Laundry, Kolkata - 700096, within the limits of Ward No.111 vide Assessee No. 31-111-24-0210-3 of the Kolkata Municipal Corporation, in the District South 24 Parganas along with right to use of 17' ft. wide common passage adjacent to the land attached thereto.

AND WHEREAS said Smt. Radha Manna wife of Late Dinesh Manna while seized and possessed of the said land due to urgent need of money sold, transferred, conveyed, assigned and assured of **ALL THAT** piece and parcel of land measuring more or less 3 Cottahs 09 Chittaks 22 Sq.ft. together with brick built tile shed structure, having an area more or less 200 Sq.ft. with cemented floor finished, standing thereon,

lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 200, District Collectorate Touzi No. 14, Pargana - Magura, comprised in R.S. Khatian Nos. 109 & 17, appertaining to R.S. Dag Nos. 1016 & 1017, under Police Station - Regent Park now Bansdroni, being KMC Premises No. 77/1, Stream Laundry, Kolkata - 700096, within the limits of Ward No.111 vide Assessee No. 31-111-24-0210-3 of the Kolkata Municipal Corporation, in the District South 24 Parganas along with right to use of 17' ft. wide common passage adjacent to the land attached thereto, unto and in favour of **SMT. APARNA MUKHERJEE** wife of Sri Ashim Mukherjee of A-48, Brahmapur (South), P.O. Brahmapur, P.S. Regent Park now Bansdroni, Kolkata - 700096, District South 24 Parganas, being the Present Land Owner/Vendor herein, by virtue of a registered Bengali Deed of Sale, duly registered in the office of A.D.S.R., Alipore, and recorded in Book No.I, Volume No. 1605-2015, Pages from 115438 to 115460, Being No. 160508104 for the year 2015 at the valuable consideration, mentioned therein.

AND WHEREAS One Smt. Provabati Pal, wife of Late Bholanath Pal seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or less 10 Decimals, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 200, District Collectorate Touzi No. 14, Pargana - Magura, comprised in R.S. Khatian No. 61, appertaining to R.S. Dag No. 1036, under Police Station - Regent Park now Bansdroni, in the District South 24 Parganas and accordingly the said Smt. Provabati Pal, wife of Late Bholanath Pal duly recorded her name in the records of the Revisional Settlement and finally, fully and absolutely published her name in the records of rights under R.S. Khatian No. 61 and she seized and possessed of the same by paying rents and taxes to the competent authority without any lets or hindrances, free from all encumbrances.

AND WHEREAS thereafter the said Smt. Provabati Pal, wife of Late Bholanath Pal while seized and possessed of the

said land duly mutated her name in the records of the Kolkata Municipal Corporation Smt. Provabati Pal, wife of Late Bholanath Pal and accordingly due to urgent need of money sold, transferred, conveyed, assigned and assured of **ALL THAT** piece and parcel of land measuring more or less 5 Cottahs 14 Chittaks 02 Sq.ft. out of 10 Decimals, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 200, District Collectorate Touzi No. 14, Pargana - Magura, comprised in R.S. Khatian No. 61, appertaining to R.S. Dag No. 1036, under Police Station - Regent Park now Bansdronei, in the District South 24 Parganas, unto and in favour of 1. Sri Ashok Sharma, son of Late Parameshwar Sharma and 2. Smt. Monisha Sharma, wife of Sri Ashok Sharma, both of B-16, Brahmapur, P.S. Regent Park now Bansdronei, Kolkata - 700096, by virtue of a registered Deed of Sale, dated - 22/05/2009, duly registered in the office of A.D.S.R. at Alipore, recorded in Book No.I, CD Volume No. 13, Pages from 3766 to 3791, Being No. 02986 for the year 2009 at the valuable consideration, mentioned therein.

AND WHEREAS since ever date of purchase the land said

1. Sri Ashok Sharma, son of Late Parameshwar Sharma and
2. Smt. Monisha Sharma, wife of Sri Ashok Sharma, both of B-16, Brahmapur, P.S. Regent Park now Bansdronei, Kolkata - 700096 duly mutated their names in the records of the Kolkata Municipal Corporation and property known and numbered as **KMC Premises No. 141/1, Stream Laundry, Kolkata - 700096** and they have/had paying corporation taxes in their names in the records of **KMC Assessee No. 31-111-24-0192-5.**

AND WHEREAS said 1. Sri Ashok Sharma, son of Late Parameshwar Sharma and 2. Smt. Monisha Sharma, wife of Sri Ashok Sharma duly constructed brick built tile shed structure, having an area more or less 200 Sq.ft. over the said land at their own costs, expenses and efforts, free from all encumbrances.

AND WHEREAS said 1. Sri Ashok Sharma, son of Late Parameshwar Sharma and 2. Smt. Monisha Sharma, wife of

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Sri Ashok Sharma while jointly seized and possessed of the said land due to urgent need of money sold, transferred, conveyed, assigned and assured of **ALL THAT** piece and parcel of land measuring more or less 2 Cottahs 15 Chittaks 01 Sq.ft. out 5 Cottahs 14 Chittaks 02 Sq.ft., in the Western side of entire land, together with brick built tile shed structure, having an area more or less 200 Sq.ft. with cemented floor finished, standing thereon, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 200, District Collectorate Touzi No. 14, Pargana - Magura, comprised in R.S. Khatian No. 61, appertaining to R.S. Dag No. 1036, under Police Station - Regent Park now Bansdronei, being KMC Premises No. 141/1, Stream Laundry, Kolkata - 700096, within the limits of Ward No. 111 vide Assessee No. 31-111-24-0192-5 of the Kolkata Municipal Corporation, in the District South 24 Parganas, unto and in favour of **SMT. APARNA MUKHERJEE** wife of Sri Ashim Mukherjee, of A-48, Brahmapur (South), P.O. Brahmapur, P.S. Regent Park now Bansdronei, Kolkata - 700096, District South

24 Parganas, being the Present Land Owner/Vendor herein, by virtue of a registered Bengali Deed of Sale, dated 28.01.2016, duly registered in the office of A.D.S.R. at Alipore, recorded in Book.No.I, Volume No. 1605-2016, Pages from 16646 to 16667, Being No. 160500567 for the year 2016 at the valuable consideration, mentioned therein.

AND WHEREAS thus the said **SMT. APARNA MUKHERJEE** wife of Sri Ashim Mukherjee, of A-48, Brahmapur (South), P.O. Brahmapur, P.S. Regent Park now Bansdrani, Kolkata - 700096, District South 24 Parganas, being the Present Land Owner/Vendor herein while seized and possessed of her two plots of land being two separate Premises No. 77/1 & 141/1, Stream Laundry, Kolkata - 700096, which was situated side by side and benefit of use, enjoy and occupy said two plots of land into a single plot of land joining the same into a single plot of land, containing an area more or less 6 Cottahs 08 Chittaks 23 Sq.ft., being KMC Premises No. 77/1, Stream

Laundry, Kolkata - 700096, by a registered Boundary Declaration to KMC, which was executed on 19.02.2016, duly registered in the office of A.D.S.R. at Alipore, recorded in Book No.I, Volume No. 1605-2016, Pages from 34022 to 34033, Being No. 160501221 for the year 2016.

AND WHEREAS in pursuance to the above the said **SMT.** **APARNA MUKHERJEE** wife of Sri Ashim Mukherjee, of A-48, Brahmapur (South), P.O. Brahmapur, P.S. Regent Park now Bansdröni, Kolkata - 700096, District South 24 Parganas, being the Present Land Owner/Vendor herein **ALL THAT** piece and parcel of **Bastu land** measuring more or less **6 (six) Cottahs 08 (eight) Chittaks 23 (twenty three) Sq.ft. TOGETHER** **WITH** brick built **tile shed structure**, having an area more or less **400 Sq.ft. with cemented floor finished**, standing thereon, lying and situated at **Mouza - Brahmapur, J.L. No. 48, R.S. No. 200, District Collectorate Touzi No. 14, Pargana - Magura, comprised in R.S. Khatian Nos. 61, 109 & 17, appertaining to R.S. Dag Nos. 1036, 1016 & 1017, under**

Police Station - Regent Park now Bansdrone, being KMC Premises No. 77/1, Stream Laundry, Kolkata - 700096, within the limits of Ward No.111 vide Assessee No. 31-111-24-0210-3 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore, D.S.R. at Alipore, along with right to use of 17' ft. wide KMC Road in the Western side adjacent to the land attached thereto, morefully and particularly described in the Schedule "A" hereunder written.

AND WHEREAS aforesaid **SMT. APARNA MUKHERJEE** wife of Sri Ashim Mukherjee, of A-48, Brahmapur (South), P.O. Brahmapur, P.S. Regent Park now Bansdrone, Kolkata - 700096, District South 24 Parganas, being the Present Land Owner/Vendor herein formed a proprietorship company under the name and style of **MUKHERJEE ASSOCIATES** a Proprietorship Firm, having its officer at A-48, Brahmapur South, P.O. Brahmapur, P.S. Bansdrone, Kolkata - 700096, in the District South 24 Parganas, being the Developer/Confirming

Party herein. The said **SMT. APARNA MUKHERJEE** wife of Sri Ashim Mukherjee, of A-48, Brahmapur (South), P.O. Brahmapur, P.S. Regent Park now Bansdrone, Kolkata - 700096, District South 24 Parganas, being the proprietor of **MUKHERJEE ASSOCIATES** a Proprietorship Firm, having its office at A-48, Brahmapur South, P.O. Brahmapur, P.S. Bansdrone, Kolkata - 700096, in the District South 24 Parganas, being the Developer/Confirming Party herein at its costs, expenses and efforts have constructed one G+III Storied building over the said land as described in the Schedule "A" or in a part thereof in terms of the sanctioned building plan vide Building **Plan 2020110128, dt. 08.09.2020** and started and completed the said G+III Storied building over the land, as described in the Schedule "A".

AND WHEREAS the said Premises is free from all encumbrances, charges, liens, attachments, lispendences, mortgage, and/or any other nature whatsoever and have no acquisition or requisition or any other law proceedings pending

in respect of the said premises as described in the Schedule "A" written herein below and still in possession enjoyment continues by the said Vendor absolutely and freely.

AND WHEREAS the Developer/Confirming Party herein out of Developer's Allocation intend to sell and the Purchaser(s) herein being agreed to purchase of **one self contained complete residential Flat, having super built-up area more or less Sq.ft., consisting of Bed Rooms, Drawing cum Dining Room, Kitchen, Toilet, W.C. and Balcony/Verandah on the Floor, in the side of the G+III storied building,** as described in the Schedule "B" together with undivided proportionate impartible and indivisible interest of the land pertaining to the land as described in the Schedule "A" and right to use the common areas and facilities of the said Building as described in the Schedule "C" (hereinafter for the sake of brevity called the said **FLAT WITH COMMON RIGHTS**) at for the total price for consideration of **Rs...../-**

(Rupees) Only

and the Parties herein accepted such offer and entered into an Agreement For Sale, on under certain terms and conditions, mentioned therein.

AND WHEREAS on or prior to the date of execution of this deed the Purchaser(s) have paid unto the Developer a sum of **Rs...../- (Rupees.....) Only** towards the price of consideration money for the said Flat with common rights, as described in the Schedule "B" in full, the receipt whereof the Developer acknowledges herein in the Memo of Consideration, as hereinafter provided.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

In pursuance to the above and on payment of full consideration money of **Rs...../- (Rupees) Only** paid by the Purchaser(s) to the Developer/Confirming Party, the receipt whereof the Developer acknowledged separately and in the Memo of

consideration as hereinafter provided. The Developer/Confirming Party together with the Land Owner herein doth hereby release, assign, assure and transfer and discharge the said **Flat with common rights** in favour of the Purchaser(s) together with undivided proportionate share of land pertaining to the land as described in the Schedule "A" together with the right to use and enjoy the common areas and facilities of the said Building as described in the Schedule "C". The Land Owner and the Developer/Confirming Party doth hereby convey, grant, transfer, their rights, title and interest and convey the said **Flat with common rights** in favour of the Purchaser(s) **TOGETHER WITH** undivided proportionate share or interest in the land underneath the building in the said Building as morefully described in the Schedule "A" hereunder written **TOGETHER WITH** the right to use common portion in common with the other Owner and/or lawful occupiers of the said Building **ALL THE** reversion, reversions, remainder and all the rents, issues, profits of and in connection with the said **Flat with**

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common rights and all the estate, right, title and interest, property claim and demand whatsoever of the Land Owner and the Developer into or upon the said **Flat with common rights** and all other benefits and rights therein comprised and hereby granted sold and transferred or expressed or intended so to be and every part thereof **TOGETHER WITH** the vendor's right, liberties and appurtenances whatsoever to and unto the Purchaser(s), free from all encumbrances, charges, trusts lines, lispendents, execution/attachments and all other liabilities whatsoever **AND TOGETHER WITH** easements or quasi easements herein written and other stipulations and provisions in connection with the beneficial use and enjoyment of the said **Flat with common rights** and other Co-Owners and/or lawful occupiers of the said building and/or said land and all other benefits and rights hereby granted, sold, convey, transferred, assigned and assured every part or parts thereof respectively absolutely and for ever and the Purchaser(s) are obliged to pay and discharge the common expenses described

hereunder written in Schedule "D" and all other outgoings in connection with the said flat wholly and the said building and in particularly common portions proportionately.

The Purchaser(s) shall have full right, liberty and authority to sale, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the said **Flat with common rights** and/or assign, let out or part with his/her/their interest possession benefit or any part thereof in terms of this deed.

**THE LAND OWNER AND THE DEVELOPER DOTH HEREBY
CONVENANT WITH THE PURCHASER(S) AS FOLLOWS :-**

1. The interest which the Land Owner doth hereby profess, transfer subsist and the Land Owner has the rights, and full power, absolute authority to grant, sale, convey, transfer, assign and assure the Purchaser(s) the said **Flat with common rights**, described in the Schedule B and C respectively hereunder together with the benefits and rights in the manner aforesaid and also right in land proportionately and/or attributed to the said **Flat with common rights** in the said Building.

2. The Purchaser(s) shall have the right to use in common the roof of the building with the other lawful occupants of the said building by installing a private antenna and for having access to the overhead water tank from which the water is to supplied to the said **Flat with common rights**.
3. The Purchaser(s) shall have full right and liberty to all times and/or all purpose in connection with the absolute use and enjoyment of the said **Flat with common rights** and common use for the passages and ways and other common areas of the Schedule A Building together with the other occupants of the said Building including stair case.
4. The Purchaser(s) shall have the further right to let out the said **Flat with common rights** in favour of any person or persons and to enjoy such rent and further has liberty to sale, mortgage, gift or to make any kind of transfer in respect of the said **Flat with common rights** without having any interference from any person or persons.

**THE PURCHASER(S) DOTH HEREBY COVENANT
WITH THE LAND OWNER AND THE DEVELOPER AS
FOLLOWS :-**

- a. The undivided share in the land hereby conveyed for the purpose of supporting the title to the **Flat with common rights** shall remain impartible, indivisible forever.
- b. The Purchaser(s) shall maintain the property purchased in such a manner so as to either that no part of the building is adversely affected.
- c. The Purchaser(s) shall not make any structural addition or alteration which will in any way affect the building on the contrary the Purchaser(s) shall be entitled to lawfully carry out any alteration in respect of interior decoration of the said **Flat with common rights**, as described in the Schedule B.
- d. The Purchaser(s) shall pay the proportionate Municipal rates and taxes and rates from the date of taking possession of the said **Flat with common rights** and all

other taxes lawfully payable in respect of the said **Flat with common rights**, as described in the Schedule B together with the common areas as described hereinafter.

- e. The Purchaser(s) shall pay the proportionate expenses of administration, maintenance, repairs, replacement of the common part and equipment and accessories of the common areas and facilities including white washing, painting decorating the exterior portion of the said building, the boundary walls, entrance, the stair case leading the gutters, rain water pipes, motor pumps, tube wells, water and gas connection, generators, electrical wiring and installations, and drains and all other common parts fixtures and fittings or used in common by the Purchaser(s) together with the other lawful occupants of the said building as well as Schedule A Building.
- f. The Purchaser(s) shall pay the proportionate share of cost for cleaning, maintaining and lighting the main entrance passage, stair case and other parts of the

building as enjoyed or used in common by the occupiers of the said building.

- g. The Purchaser(s) shall pay proportionate share of salaries of the Manager, clerk, bill collector, plumbers, durwans, chowkidars, electricians, sweepers, etc. jointly with the other occupants of the building as mentioned in the Schedule "A" hereunder.
- h. The Purchaser(s) shall pay proportionate share of the cost of working replacement and maintenance of water pumps, tube wells, generators and other plumbing works including all other service charges of services rendered in common to all occupant.
- i. The Purchaser(s) shall pay the Insurance of the building against earthquake, fire, riot, damages and civil commotion etc. jointly with other occupants of the building.
- j. The Purchaser(s) shall pay proportionate share of all electricity charges payable in common for the common parts or portion of the said building.

- k. The Purchaser(s) shall pay the aforementioned expenses and costs to the committee, society or Association to be formed or already formed by the lawful occupants of the flats of the said building, until such Association, society or committee is formed, the Purchaser(s) shall pay the said cost and charges to such person or persons lawfully empowered for the purpose.
- l. That the Purchaser(s) shall use the said Flat for the residential purpose only.

THE DEVELOPER HEREBY COVENANTS WITH THE PURCHASER(S) AS FOLLOWS :-

1. The Developer hereby acknowledges and confirm that the Purchaser(s) have fully paid the amount payable in respect of the said **Flat with common rights** and all obligations of the Purchaser(s) for making payment for construction of the aforementioned flat to the Developer stands discharged and released.
2. The Developer confirms that the Developer has no further dues from the Purchaser(s) on any account whatsoever

and the Purchaser(s) confirm that the aforesaid flat has been constructed in accordance with the sanctioned building plan and to the satisfaction of the Purchaser(s) and the said constructed is completed and the Developer has no further obligation to discharge.

3. The Land Owner further confirm that they have received the full consideration for the undivided share of the land inexchange of the flats an the Land Owner has no claim in respect of the said land from the Purchaser(s) and/or from the Developer herein.
4. That the Developer do hereby relinquished its right and interest in respect of the said **Flat with common rights**, as described in the Schedule B together with the rights and interest over the common areas and facilities of the Schedule "A" as hereunder provided in favour of the Purchaser(s) absolutely fully and finally and the Developer doth hereby confirm the sale in respect of the said **Flat**

with common rights in favour of the Purchaser(s) fully and finally.

- :: THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :: -

- :: SCHEDULE "A" :: -

(Description of the land with building)

ALL THAT piece and parcel of the homestead land measuring more or less an area **6 (six) Cottahs 08 (eight) Chittaks 23 (twenty three) Sq.ft., TOGETHER WITH** one G+III storied residential Building, now standing thereon, lying and situated at **Mouza - Brahmapur, J.L. No. 48**, R.S. No. 200, District Collectorate Touzi No. 14, Pargana - Magura, **comprised in R.S. Khatian Nos. 61, 109 & 17, appertaining to R.S. Dag Nos. 1036, 1016 & 1017, under Police Station - Regent Park now Bansdroni, being KMC Premises No. 77/1, Stream Laundry, Kolkata - 700096, within the limits of Ward No.111 vide Assessee No. 31-111-24-0210-3 of the Kolkata Municipal Corporation**, in the District South 24 Parganas, **A.D.S.R. at Alipore, D.S.R. at Alipore** and the same is butted and bounded in the manners as follows :-

ON THE NORTH : By Two Storied building and Premises
No. 77/2, Stream Laundry, Kolkata -
700096.

ON THE SOUTH : By R.T.S. and Others Land.

ON THE EAST : By Premises No. 141/1, Stream
Laundry, Kolkata - 700096.

ON THE WEST : By 17' ft. wide KMC Road.

- :: **SCHEDULE "B" ABOVE REFERRED TO** :: -

(Description of the Flat hereby conveyed, assigned and
assured and transferred in favour of the Purchaser(s))

ALL THAT piece and parcel of **one self contained complete**
residential Flat, having super built-up area more or less
..... Sq.ft., consisting of Bed Rooms, Drawing
cum Dining Room, Kitchen, Toilet, W.C. and
..... Balcony/Verandah on the Floor with marble/
tiles floor finished, in the side of the
G+III storied building, TOGETHER WITH undivided
proportionate impartible and indivisible interest of the land
pertaining to the land as described in Schedule "A" and right to
use common areas and facilities of the said Building, lying and

situated at **Mouza - Brahmapur, J.L. No. 48**, R.S. No. 200, District Collectorate Touzi No. 14, Pargana - Magura, **comprised in R.S. Khatian Nos. 61, 109 & 17**, appertaining to **R.S. Dag Nos. 1036, 1016 & 1017**, under Police Station - Regent Park now **Bansdroni**, being **KMC Premises No. 77/1, Stream Laundry, Kolkata - 700096**, within the limits of **Ward No.111 of the Kolkata Municipal Corporation**, in the District South 24 Parganas, **A.D.S.R. at Alipore, D.S.R. at Alipore**, as described in the Schedule "A" together with the easement and quasi-easement rights of the said Building. The Flat hereby conveyed herein are shown under the "**RED**" verge line in the annexed plan or map, the same shall form a part of this Deed.

- :: **SCHEDULE "C" ABOVE REFERRED TO** :: -

(Description of the common areas and facilities of the said Building, which the Purchaser(s) shall enjoy with the other Co-owners of the said building as well as the Building.)

1. Drainage and sewers.
2. Electric motor and pump for lifting water.
3. Boundary walls and gate.
4. Light of arrangement for light in stair-case, passage etc.
5. Meter room.

6. Electric of the building and its repairing and maintenance.
7. Septic tanks, if any.
8. Such other common parts, areas equipments, installations, fixtures, fittings, as are necessary for common use and as areas specified expressly by the Owners and/or Developer/Vendor to be the common parts after construction of the building excluding the roof and/or terrace and that open and/or covered car parking space.
9. Staircase up to the roof.
10. Staircase landing on all the floors.
11. Ultimate Roof.
12. Common Passage from public road entrance gate up to the mouth of the staircase on the ground floor and lobby on the ground floor, except car parking space, if any.
13. Entrance gate or main gate.
14. Water lifting from under ground Sub-Marchal Pump.
15. Water pump, water tank, pipes and other plumbing installations.
16. Transformer (at the proportionate cost of the Purchaser(s)) if any, Electrical sub-station if any, electrical

wiring meters, generators if any, other fittings and fixtures excluding those as are installed for any particular unit.

17. Telephone points and box if any.
18. Lift Room, Lift Machine of the said building.

- :: SCHEDULE "D" ABOVE REFERRED TO :: -
(Description of the common expenses to be borne by the Purchaser(s) with the other lawful occupants of the said Building proportionately and jointly)

1. All costs of maintenance, operating, replacing, repairing, painting, decorating, re-decorating, lighting of the common portions and common area of the building including the other walls.
2. All charges and deposits for supplies of common utilities to the co-owners in common.
3. Municipal tax, multi-storied building tax, water tax and other levies in respect of the land and common part of the building.
4. Insurance premium for insuring the buildings, if necessary.
5. The office expenses incurred for maintaining an office for common purpose if at all required and the same to be decided by the Flat owners and occupiers of the said building.
6. Electricity charges for the electrical energy, consumed for the operating of the common services.
7. Cost of maintenance, repairs and replacement of pumps and other common installations.

8. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the co-owners in common including such amount as may be fixed for creating a fund for replacement renovation, repairing, repainting and/or periodic repairing of the common portions.

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

SIGNED, SEALED & DELIVERED

in the presence of :

WITNESSES : -

1)

2)

**SIGNATURE OF THE LAND OWNER/
VENDOR**

SIGNATURE OF THE PURCHASER(S)

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**

- :: **MEMO OF CONSIDERATION** :: -

RECEIVED by the withinmentioned Developer/Confirming Party from the within mentioned Purchaser(s) a sum of **Rs...../- (Rupees) Only** towards the total price or consideration money for the said Flat with common rights, in full, in presence of the following witnesses and in the following manners :-

- :: **MEMO** :: -

Sl. No.	Cheque / Draft No.	Date.	Drawn on	Amount (Rs.)
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1.

TOTAL Rs...../-

(Rupees only)

WITNESSES : -

1)

2)

FOR MUKHERJEE ASSOCIATES

Aparna Mukherjee
Proprietor

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**