

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made this .....day of  
....., 2023 (Two Thousand Twenty Three) A.D.

**BETWEEN**

**SRI DEBABRATA DAS (PAN: AFYPD4613D)**, s/o late Sunil Kumar Das, by Occupation- retired, **AND SRI HIMADRI SEKHAR DAS, (PAN: AXJPD5235C)**, s/o late Sunil Kumar Das, by Occupation- retired, both are by Religion- Hindu, both are by Nationality-Indian, both are residing at P-153B, Sector- "A", Metropolitan Co-operative Housing Society Ltd., Kolkata-700105, Police Station – Pragati Maidan (formerly Tiljala), West Bengal, represented by their attorney **SRI JOYDEEP NAG**, S/o late Pulak Kanti Nag, residing at P-88, Sector-"B", Metropolitan Co-operative Housing Society Ltd., Post Office-Dhapa, Police Station – Pragati Maidan (formerly Tiljala), Kolkata-700105, District-24 Parganas (South), West Bengal, by faith- Hindu, by Nationality- Indian by Occupation – Business, hereinafter referred to and called as the **"OWNER"** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, successors, executors, administrators, Legal representatives and assigns ) of the **FIRST PART;**

RAJNANNDINI DEVELOPER  
*Joydeep Nag*  
Proprietor

**AND**

**“RAJNANNDINI DEVELOPER”**, a proprietorship firm, having its Principal Place of business at P-88, Sector- “B”, Metropolitan Co-operative Housing Society Ltd., Post Office-Dhapa, Police Station – Pragati Maidan (formerly Tiljala), Kolkata-700105, District-24 Parganas (South), West Bengal, engaged in Civil Engineering and Construction of buildings, represented by its sole proprietor namely **SRI JOYDEEP NAG**, S/o late Pulak Kanti Nag, residing at P-88, Sector-“B”, Metropolitan Co-operative Housing Society Ltd., Post Office-Dhapa, Police Station – Pragati Maidan (formerly Tiljala), Kolkata-700105, District-24 Parganas (South), West Bengal, by faith- Hindu, by Nationality- Indian by Occupation – Business, hereinafter referred to and called as **“DEVELOPER”** (which terms or expression shall be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART;**

**AND**

....., son/daughter of ....., by faith- ....., by Nationality- Indian, by Occupation - ....., residing at ....., P.S.- ....., P.O.- ....., Kolkata-700....., State- ....., hereinafter referred to and called as the **“PURCHASER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, successors, executors, administrators, legal representatives and assigns ) of the **THIRD PART;**

**WHEREAS**, under provisions of the Bengal Co-operative Societies Act’1940 (Bengal Acts XXI of 1940) a Co-operative Society had been duly formed under name and style of “P. C. SEN CO-OPERATIVE HOUSING SOCIETY LTD. “under registered address at 1, Mangoe lane, Calcutta-700001, Vide Certificate of Registration No-75/Cal of 1966 [Rule 10(2)]

and the bye-Laws filed by the said Society before the authority and the same had been duly Registered;

**AND WHEREAS**, the said “P.C. Sen Co-operative Society Ltd.” had been changed its name under style of “Metropolitan Co-operative Housing Society Ltd.” from the office of the Assistant Register Co-operative Society, Govt. of West Bengal as per the Memorandum No.- 3852 dated Calcutta the 08.06.1967;

**AND WHEREAS**, the said “Metropolitan Co-operative Housing Society Ltd.” hereinafter called “the said Society” having its registered office at 11, Canal South Road, within the jurisdiction of Tiljala police Station, Kolkata-700105 (formerly Kolkata-700039).

**AND WHEREAS**, the Society was formed with *inter alia*, its main object to establish on Co-operative basis Settlements of Housing for its members from persons with moderate income by way of providing them with residential plots of lands at affordable costs and in order to pursue the said objective, under the provisions of its Bye-laws, the said Society was also empowered to raise funds from its members so as to enable the society to acquire and develop low priced marshy lands at the outskirts of the city, to distribute, allot and transfer such plots to its members and also to provide them with financial assistance for construction of their respective houses.

**AND WHEREAS**, by the Deed of Sale dated the 25.11.1968 and Registered on 29.11.1968, entered into Book No-I, Volume No.- 145, Pages from 264 to 270, Being No.-5462 for the year 1968, the Deed of Sale dated the 29.04.1969 and Registered on 07.05.1969, entered into Book No-I, Volume No.- 74, Pages from 264 to 272, Being No.-2046 for 1969, the Deed of Sale dated the 10.05.1969 and Registered on 15.05.1969, entered into Book No-I, Volume No.- 97, Pages from 57 to 65, Being No.-2234 for the year 1969, the Deed of Sale dated the 11.06.1969 and Registered on 18.06.1969, entered into Book No-I, Volume No.- 104, Pages from 159 to

168, Being No.-2759 for the year 1969, the Deed of Sale dated the 13.06.1969 and Registered on 21.06.1969, entered into Book No-I, Volume No.- 38, Pages from 288 to 298, Being No.2796 for the year 1969, the Deed of Sale dated the 21.02.1970 and Registered on 10.03.1970, entered into Book No.I, Volume No.37, Pages from 194 to 207, Being No.- 781 for the year 1970, the said Society then Purchasers purchased several pieces and parcels of lands, hereditaments, messuges, easements and premises in Mouza – Dhapa and Nimakpoktan within Jadavpur P.S. (Formerly Tollygunj) under the Alipore Collectorate within the District 24 Parganas containing jointly with Taki Estate Barataraf in the sixteen annas share a little above 157.32 acres of Bheri lands which by local measurement covers a little above 467 Bighas 16 Cottahs and recorded in the District Settlement Khatian No.-21, Dag No.- 31 and 209 of the Dhapa Mouza, corresponding to R.S.Khatian Nos.-654(Khanda), 609 (Khanda) and 612 (Khanda), Dag Nos.- 87 and 209 of the said Mouza- Dhapa as well as District Settlement Khatian No.-43 and 2, Dag Nos.- 201,141 and 140 of the Mouza- Nimakpoktan, corresponding to the Revised Settlements Khanda Khatian Nos.- 407,408,352,353, Dag No- 248,186,187,257/267 of the said Mouza – Nimakpoktan.

**AND WHEREAS,** by a Deed of Partition dated 29.04.1970 made between the Metropolitan Co-operative Housing Society Ltd., of the one part and Smt. Saibalini Chaudhurani & others of the other part and Registered by the R.A.Calcutta in Book No.-I, Volume No.- 88, Pages 4 to 14, Being No.- 1909 for the year 1970 the said Metropolitan Co-operative Housing Society Ltd., became the absolute vendor of the Western portion of the Taki Estate Bheri Land (Marshy) which was C.S.Dag Nos.- 201,141 and 140 of District Survey and Settlement Khatian Nos.- 2 and 43, corresponding to R.S.Dag Nos.- 248,186,187,167, recorded in the Revisional Settlement Khanda Khatian Nos.- 407,408,352 and 353 of Mouza – Nimakpoktan, P.S.- Jadavpur (old Tollygunj) now P.S. – Pragati Maidan (old Tiljala), Touzi No.- 173,1298/2833, J.L.No.- 1 under the Alipore collectorate, District 24 Parganas as well as the Western portion of

the lands of C.S.Dag No.- 81, District Settlement Khatian No.- 21, Touzi No.- 173, J.L.No.- 2, R.S.No.-236 of Mouza – Dhapa in P.S.- Jadavpur (old Tollygunj) now P.S.- Tiljala under the Alipore collectorate, District 24 Parganas corresponding to Western portion of the land covering an area of 17.72 acres included in the R.S.Khatian Nos. 654(khanda), 609 (Khanda), 612(Khanda) of the same Mouza, same P.S. and same R.S. Number under the same Collectorate and District, which corresponds to Western Portion of R.S.Dag Nos. 87 and it was for greater clearance demarcated by a common boundary line passing North to South through the said Dag No. 87.

**AND WHEREAS**, after purchase of the said lands, the said Society caused a Master Plan drawn up and prepared in respect of the entire lands, so purchased providing therein the plots of lands to be allotted and transferred to its members, roadways, children parks, schools, colleges and other common amenities and the said Master Plan, with subsequent modification, amendments, alteration and addition because of acquisition of several plots of lands by and/or on behalf of the Calcutta Metropolitan Development Authority, constituted under the West Bengal Country and Town ( Planning and Development) Act.,1976, comprises several allottable plots each measuring more or less 4 Cotthas/ 2 Cotthas/ 3 Cotthas available for allotment to its members.

**AND WHEREAS**, the said Metropolitan Co-op. Housing Society caused Development of the entire plots lands divided into 5 (five) Sectors namely “A”, “B”, “C”, “CZ” and ”EA” sector as per the said master plan.

**AND WHEREAS**, Smt. Hira Das and Sunil Kumar Das, since deceased had applied in due form to the Metropolitan Co-op. Housing Society for the purpose of allotment of a plot of land as a bonafide joint member of the said Housing Society.

**AND WHEREAS,** said Smt. Hira Das and Sunil Kumar Das, since deceased was allotted a Plot of Land being Plot No-153B in Sector-"A", as per master Plan drawn up by the said Co-operative Housing Society, having an area of 4 Cotthas more or less.

**AND WHEREAS,** Smt. Hira Das and Sunil Kumar Das, since deceased being the lawful joint Owners of the aforesaid Plot of Land and was in peaceful possession of the same by constructing a three storied building on the same without any disturbances from any corner whatsoever and the building was constructed in the year 1989.

**AND WHEREAS,** Sunil Kumar Das unfortunately died on 11.01.1994 and the said Society transferred the membership as well as shares and other interest in the said society in favour of Smt. Hira Das instead and in place of Smt. Hira Das and Sunil kumar Das, since deceased, on the basis of the nomination recorded by Sunil Kumar Das, since deceased, in his life time vide their letter dated 17<sup>th</sup> day of November'2006

**AND WHEREAS,** while in peaceful possession the said Smt. Hira Das, the said Society executed and registered a deed of conveyance in favour of Smt. Hira Das on 9<sup>th</sup> day of December, 2006, as a general policy of allotting transferring and selling of the said plot to its members at large, which was registered at the office of the Addl. Registrar of Assurances-I, Kolkata and which is recorded in Book No.-I, Volume No.-1, Pages from 1 to 14 being deed No. 1068, for year 2007.

**AND WHEREAS,** while in peaceful possession the said Smt. Hira Das, had duly applied for mutation of her name in respect of the aforesaid Plot of Land along with two storied house before the Kolkata Municipal Corporation and after mutation the property is now known and/or recorded as Municipal Premises No. A/P-153B/A, Canal South Road,

Kolkata-700105 under P.S.- Tiljala, KMC ward No. 57, Borough -VII, being Assessee No. 140570201980.

**AND WHEREAS,** while in peaceful possession the said Smt. Hira Das, due to her natural love and affection has transferred the aforesaid Plot of Land along with double storied building in favour of his two sons Sri Debabrata Das and Sri Himadri Sekhar Das by way of deed of gift i.e. Smt. Hira Das executed one deed of gift in favour of Sri Debabrata Das and registered the same on 27.07.2018 in the office of the A.D.S.R, Sealdah, South 24 Parganas and recorded in Book No.- I, Volume No.-1606-2018, Page from 109882 to 109907, being No.- 160603353, for the year 2018 in respect of entire First floor of the building measuring about 1275 sq. ft. super build up area alongwith proportionate, undivided and impartible share of land in the three storied building being Premises No. A/P-153B/A, Canal South Road, Kolkata-700105.

**AND WHEREAS,** Smt. Hira Das executed another deed of gift in favour of Sri Himadri Sekhar Das and registered the same on 27.07.2018 in the office of the A.D.S.R, Sealdah, South 24 Parganas and recorded in Book No.- I, Volume No.-1606-2018, Page from 109908 to 109934, being No.- 160603352, for the year 2018 in respect of entire flat on the 2<sup>nd</sup> floor measuring 1275 sq. ft. super built up area alongwith proportionate, undivided and impartible share of land in the three storied building being Premises No. A/P-153B/A, Canal South Road, Kolkata-700105.

**AND WHEREAS,** Smt. Hira Das also executed another deed of gift jointly in favour of Sri Debabrata Das and Sri Himadri Sekhar Das and registered the same on 27.07.2018 in the office of the A.D.S.R, Sealdah, South 24 Parganas and recorded in Book No.- I, Volume No.-1606-2018, Page from 109854 to 109881, being No.- 160603354, for the year 2018 in respect of entire ground floor measuring 1200 sq. ft. super built up area alongwith proportionate, undivided and impartible share of land in the

three storied building being Premises No. A/P-153B/A, Canal South Road, Kolkata-700105.

**AND WHEREAS,** Sri Debabrata Das and Sri Himadri Sekhar Das jointly had applied to the Society to include their name as a member and shareholder of the said society instead and in place of their mother Smt. Hira Das for the aforesaid Plot of Land and building which is more fully & particularly mentioned in the Schedule "A" hereunder written.

**AND WHEREAS,** accordingly after compliance and/or completion of all the necessary, required and legal formalities and steps the Metropolitan Co-operative Housing Society Limited through the Secretary transferred the membership along with the allotment of the above mentioned as well as the Schedule mentioned plot of the Housing Society in their name, instead and in place of his mother Smt. Hira Das through a letter Ref. No. MCHSL/046/2020-21, dated 26.09.2020 and subsequently the shares of the Society has also been transferred in the name of Sri Debabrata Das and Sri Himadri Sekhar Das, instead and in place of Smt. Hira Das on 26<sup>th</sup> September' 2020.

**AND WHEREAS,** by virtue of the said transfer of shares, membership and allotment of plot, Sri Debabrata Das and Sri Himadri Sekhar Das have become the allottee in respect of the said as well as Schedule "A" mentioned plot of land and started possessing and enjoying the same without any disturbance and/or hindrance from anybody.

**AND WHEREAS,** while in peaceful possession the said Sri Debabrata Das and Sri Himadri Sekhar Das, had applied for mutation of their name in respect of the aforesaid Plot of Land before the Kolkata Municipal Corporation instead and in place of their mother Hira Das and after mutation their name was recorded in the books of the Kolkata Municipal Corporation.

**AND WHEREAS,** Sri Debabrata Das and Sri Himadri Sekhar Das being the lawful joint Owners of the aforesaid Plot of Land along with three



storied house morefully describe Schedule "A" hereunder written and was in peaceful possession on the same without any disturbances from any corner whatsoever.

**AND WHEREAS,** the OWNERS herein, has also decided that due to their lack of technical knowledge, experience and expertise in the field of construction, they will construct a G+IV storied building with the help of a most reliable, experienced and a sound developer (both technically and financially) for the purpose of Development and construction of the new G+IV storied building at Premises No.- A/P-153B/A, Canal South Road, Metropolitan Co-op. Housing Society Ltd., Police Station- Tiljala now Pragati Maidan, Kolkata-700105, within the limits of the Kolkata Municipal Corporation, Ward No-57, Br. No.-VII more fully described in the Schedule "A" hereunder written.

**AND WHEREAS,** the Developer herein, coming to know the facts of such desire of the OWNERS herein, have made a proposal in relation to the aforesaid Development of the said property before the OWNERS. The OWNERS after necessary investigation and thorough understanding with the Developer herein have satisfied with the credential of the Developer both the parties hereto have mutually analyzed, discussed and agreed to execute a Development agreement under certain terms and conditions to satisfy the interest of both the parties hereto. The OWNERS herein, have agreed to appoint the other part herein, as the Developer of the said property for constructing the proposed G+IV storied building as per the sanctioned building plan. The Developer herein, has also agreed to Develop the said property by the constructing the proposed G+IV storied building as per the sanction building plan at its own cost and expenses under certain terms and conditions which has been decided mutually by and between the parties herein.

**AND WHEREAS,** both the Owners herein and the Developer herein, have mutually decided and settled the terms and conditions and finally agreed hereto for the purpose of development and construction of the G+IV storied building at Municipal Premises No. A/P-153B/A, Canal South

Road, Metropolitan Co-op. Housing Society Ltd., Kolkata-700105, within the limits of the Kolkata Municipal Corporation, Ward No. 57 and executed a Development Agreement on 06.03.2023 under certain terms and conditions for the purpose of development and construction of the new G+IV storied building on the said premises and with respective allocation in the proposed Building.

**AND WHEREAS**, as per terms and conditions of the said Development Agreement, dated 06.03.2023 the said Owner herein, have executed a Registered Power of Attorney on 06.03.2023 in favour of **SRI JOYDEEP NAG**, son of Late Pulak Kanti Nag, by faith- Hindu, Indian citizen, by Occupation - business, residing at P-88, Sector-B, Metropolitan Co-op. Housing Society Ltd., Police Station- Pragati Maidan (old Tiljala), Kolkata-700105, District- 24 Parganas (South), West Bengal, Proprietor of **“M/S. RAJNANNINI DEVELOPER”**, having its Principal Place of business at P-88, Sector- “B”, Metropolitan Co-operative Housing Society Ltd., Police Station-Tiljala now Pragati Maidan, Kolkata- 700105, District- 24 Parganas (South), West Bengal, for proper implementation of the said Development agreement dated 06.03.2023, and it was registered in the office of the A.D.S.R., Sealdah, South 24 Parganas and recorded in the Book No.-I, Volume No. 1606-2023, Page from 25731 to 25763, Being No. 160600833 for the year 2023.

**AND WHEREAS**, by virtue of the said Development Agreement, dated 06.03.2023 the Developer herein prepared a Building plan with the help of a reputed Architect and had applied for sanction the said Building Plan in the name of the said Owners from the Competent Authority, for the proposed building..

**AND WHEREAS**, both the Owner and the Developer/confirming party have agreed to sell and the PURCHASER have agreed to purchase one flat from Developer’s allocation as per Development Agreement, dated 06.03.2023 being Flat No. #..... on the ..... floor measuring Carpet area ..... sq. ft. more or less along with 1 (one)

car parking space on the Ground floor with the proportionate, undivided interest or share on the land, along with all proportionate rights on all common areas and facilities of the building particularly mentioned in the Schedule "B" hereinafter written and referred to as the said shop which is constructed on the premises mentioned in the Schedule-"A" hereinafter written for a sum of Rs. .... (Rupees .....) Only for the flat and a sum of Rs. .... (Rupees Five Lakh) Only for the car parking space i.e. total consideration a sum of **Rs. .... (Rupees .....)** Only which is paid by the PURCHASER to the DEVELOPER/CONFIRMING PARTY with the consent of the said OWNER time to time free from all sorts of encumbrances, charges, lines, lispendents, claims, demands, trusts, mortgages, acquisition and requisitions mentioned hereinafter.

**:-NOW THIS INDENTURE WITNESSES AS FOLLOWS:-**

That in consideration of the said sum of **Rs. .... (Rupees .....)** Only has paid by the said PURCHASER to the said DEVELOPER/CONFIRMING PARTY with the consent of the said OWNER on execution of this deed which is specifically mentioned in the Memo of Consideration and the receipt of which the OWNER and the DEVELOPER/CONFIRMING PARTY jointly does hereby grant, sell, convey, transfer, assign and assure **UNTO** the PURCHASER, his/her heirs, executors, administrators, representatives and assigns free from all or any encumbrances attachments and other defects in the title **ALL THAT** the flat being No. #..... on the ..... floor measuring carpet area ..... sq. ft. more or less delineated by **RED** border in the Plan annexed herewith along with 1 (one) car parking space on the Ground floor delineated by **GREEN** border in the Plan annexed herewith with the proportionate, undivided, indefeasible share and interest in the land underneath, along with right of common user of all common areas and spaces, lying and situated at Premises No. **A/P-32/A**, Canal South Road,

Metropolitan Co-op. Housing Society Ltd., Kolkata-700105, Police Station-Tiljala now Pragati Maidan, District-24 Parganas (South) under the Kolkata Municipal Corporation which has been more fully describe and mentioned in the Schedule "B" written hereunder, the land on which the constructed building stands having been described in the Schedule "A" written hereunder, along with all common areas, services, facilities and amenities, mentioned in the Schedule "C" written hereunder including installations, maintenance and constructions made for common uses and purposes, mentioned in the Schedule "D" written hereunder, free from all sorts of encumbrances, including all easement rights, interests, possession, liberties, privileges, appendages, appurtenances whatsoever belonging to or in any way appertaining to the same or any part thereof and all estate, right, title, interest, claim and demand whatsoever, both at law and of the OWNER upon the said property and all deeds, writings, instruments and evidences of title which now is or are in the custody, power or possession of the OWNER, **TO HAVE AND TO HOLD** the said Schedule "B" noted flat and parking space for use and occupation by the PURCHASER absolutely and forever, and the OWNER herein named and the DEVELOPER/CONFIRMING PARTY herein named jointly covenant with the PURCHASER that notwithstanding any acts, deeds or things done by the OWNER and / or the DEVELOPER/CONFIRMING PARTY or executed or committed or suffered to the contrary, the OWNER and the DEVELOPER/CONFIRMING PARTY have got right, full power and absolute authority to grant, sell, convey, transfer, assign and assure the said room and the appertaining rights hereby sold transferred, and every part thereof, free from all encumbrances, attachments, liens etc. and the PURCHASER shall at all times hereafter peaceably and quietly hold, enjoyed and possess the said property in khas and through tenants without any claim or demands whatsoever from the OWNER or the DEVELOPER/CONFIRMING PARTY or any person claiming through or under them.

**AND FURTHER** that the OWNER and the DEVELOPER/CONFIRMING PARTY covenant with the PURCHASER to save them from harmless, and keep him indemnified against all encumbrances, charges and claims whatsoever, AND the OWNER and the DEVELOPER/CONFIRMING PARTY further covenants that they shall, at the request and cost of the PURCHASER, do and execute or cause to be done or executed all such lawful deeds and things may as be necessary for further and more perfect conveyance of the said property and every part thereof, according to true intent and meaning of this deed.

**AND IT IS FURTHER AGREED AND DECLARED BY THE PARTIES AS FOLLOWS:-**

1. The PURCHASER shall observe, fulfill and perform and shall abide by all the terms and conditions, covenants and stipulations as mutually agreed by and between the parties herein.
2. The PURCHASER shall not do any such acts or take any steps whereby the right of the OWNER and/or other occupiers of the other portions of the said land may be prejudiced.
3. The PURCHASER shall observe, fulfill and perform the covenants hereinbefore mentioned and shall regularly pay and discharge all rates taxes and other outgoings and impositions and the common expenses in respect of the said flat No. #..... and car parking space.
4. The PURCHASER have full and absolute proprietary rights as OWNER derives from title, save and except that demolishing any structure or committing act of waste in respect of the shop described in Schedule "B" in any manner whatsoever so as to effect OWNER, the DEVELOPER/CONFIRMING PARTY and /or the other flat Owner who have already purchased or acquired or may hereafter purchase or acquire similar proprietary rights as covered by this conveyance.
5. The PURCHASER shall maintain the flat No. #..... and shall have the right to repair, renovate, decorate the interior portion of

the said flat No. #..... at her/his own cost and expenses but in no manner they have any right to change the Horizontal and vertical support and the main load bearing wall, R.C. pillars under any circumstances. If the PURCHASER at her own will changes and/or violates any rule and regulations for changing and/or altering any part of the shop, The PURCHASER will be responsible to answer all questions to the Kolkata Municipal Corporation. The PURCHASER shall not make any structural additions or alterations inside the said flat and shall not construct any additional wall by which the load bearing capacity of the building may be increased after obtaining possession of the said flat.

6. The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed, subject to the terms herein contained, to any one without the consent of the OWNER, the DEVELOPER/CONFIRMING PARTY or any other flat owners who may have already purchased or acquired or may hereafter purchase or acquire the right, title and interest similar to those acquired by the PURCHASER under the terms of that conveyance.
7. That the PURCHASER shall not store any articles nor store anything in the stair case, stair case landings, roof, common open spaces of the building so that the other occupiers are debarred from enjoying free ingress and egress through the said passage, stair case, stair case landings and the roof, open spaces and other common area of the schedule mentioned Premises.
8. That the PURCHASER shall abide by the rules & regulations framed by the building committee.
9. That the Developer/Confirming Party is entitled to cover the open space by temporary shed to use the side open space as car parking space and the PURCHASER will never raise any objection hereto any manner whatsoever.
10. The PURCHASER' undivided interest in the soil as more fully described in the Schedule "A" hereunder written shall remain joint

for all times with the other flat owner/ occupiers who may have already acquire or may subsequently acquire the right, title and interest in the land and in any flat in the building, it being hereby declared that the interest in the soil is impartible.

**:-SCHEDULE "A" ABOVE REFERRED TO :-**  
**(WHOLE PROPERTY)**

**ALL THAT**, piece and parcel of a plot of land measuring about 4 (four) Cottahs more or less butted and bounded by Pucca boundary wall all around being known and numbered as Plot No. 153B in Sector-A of Metropolitan Co-op. Housing Society Ltd., lying and / or situated in the District- 24 Parganas (Now South 24 Parganas), under Mouza- Dhapa, Touzi No.-173, 1298/2833, J.L.No.-2, R.S.Dag No. 87, Western Part under C.S.Khatian Nos.- 654, AND Mouza- Nimakpoktan, Revisional Settlement Khanda Khatian Nos.- 352 and 353, District Survey and Settlement Khatian Nos. 2 and 43 corresponding to the entire R.S.Dag Nos.- 248,186,187 and 267 under P.S.- Jadavpur (Old Tollygunge) at present Police Station-Tiljala now Pragati Maidan under the District collectorate at Alipore alongwith three storied building being Municipal Premises No. A/P-153B/A, Canal South Road, under Police Station-Pragati Maidan (formerly Tiljala) within the limits of the Kolkata Municipal Corporation, Ward No.57, Borough No.VII, Zone (Metropolitan Co-op. to Metropolitan Co-op.) which is butted and bounded as follows:-

ON THE NORTH : Plot No. 150

ON THE SOUTH : 40'-0" ( 12192 MM ) Wide Road.

ON THE EAST : Plot No. 153A

ON THE WEST : Plot No. 153C

**:- SCHEDULE - 'B' ABOVE REFERRED TO:-**  
**(SOLD PROPERTY)**

**ALL THAT** piece and parcel of a residential flat being No. #..... on the ..... floor measuring Carpet area ..... sq. ft. more or

less, along with one car parking space on the ground floor with all proportionate, undivided and impartible share of land in the multistoried building named “**SUDIN**” constructed at the Premises No. A/P-153B/A, Canal South Rd, Kolkata-700105, within the locality of Metropolitan Co-operative Housing Society Ltd., Kolkata-700105 within the Jurisdiction of Tiljala Police Station now Pragati Maidan and butted and bounded by:-

ON THE NORTH : .....

ON THE SOUTH : .....

ON THE EAST : Open space

ON THE WEST : Open space

**:-SCHEDULE - ‘C’ ABOVE REFERRED TO:-**

(Common places, spaces and items to be used, maintained and repaired in common with the other occupants of the Schedule ‘A’ property)

- i. Roof.
- ii. Staircase with landing space thereof.
- iii. Staircase / Staircase room light with fittings and fixtures thereof.
- iv. Lift machine room / Lift machine room light with fittings and fixtures thereof.
- v. Entrance and/or exit gates from and to the building and from and to the premises.
- vi. Sewerage connection with all drainages.
- vii. Under ground water reservoir and overhead tank thereof with all water supply lines
- viii. Lift facilities and necessary installation.
- ix. Caretaker room and W.C. on the back side open space.
- x. All foundations, columns, beams, joint ceilings etc.
- xi. All open spaces.



**:-SCHEDULE - 'D' ABOVE REFERRED TO:-**

(Common Expenses)

- i. The costs and expenses of maintaining, managing, cleaning, sweeping, mopping and renewing etc. of the main structure and in particular the roof ( only to the extent of leakage and drainage to the upper floor) gutters & water pipes and for all purposes drains and electric cables and wires in under or upon the said building and enjoyed or used by the PURCHASER in common with other occupiers or serving more than one shop in the said buildings, main entrance, landing & stair cases of the said building and enjoyed by the PURCHASER or used by them in common as aforesaid and the boundary walls of the building, compounds, terrace, pumps, reservoir, fire system, electrical and other installations.
- ii. The cost of cleaning and lighting the main entrance, passages, landings, staircases and other part of the said building so enjoyed or used by the PURCHASER in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
- iii. The cost of decorating the exterior of the said building.
- iv. The cost of salaries of sweeper, security person (if any), caretaker, electrician etc.

**IN WITNESS- WHEREOF**, the parties hereinto put their respective  
Signature & Seals on the Day Month & Year first above written

SIGNED, SEALED & DELIVERED

By the OWNER in the presence of

1.

2.

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SIGNATURE OF OWNER

SIGNED, SEALED & DELIVERED

By the DEVELOPER/ CONFIRMING PARTY

in the presence of

1.

2.

---

SIGNATURE OF DEVELOPER/  
CONFIRMING PARTY

SIGNED, SEALED & DELIVERED

By the PURCHASER in the presence of

1.

2.

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SIGNATURE OF PURCHASER

Drafted & Prepared by me :-

(ANIRUDDHA GHOSH)

Advocate

Alipore Judges Court, Kol-27

Enrolment No. WB/254/1993

**MEMO OF CONSIDERATION**

Received with thanks from within named the PURCHASER herein mentioned a sum of Rs. .... (Rupees .....) Only as per memo below.

<u>Date</u>	<u>Details of Cheque</u>	<u>Amount (Rs.)</u>
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Total =

**(Rupees .....) Only**

WITNESSES :-

1.

RAJNANNDINI DEVELOPER  
*Jaydeep Singh*  
Proprietor

2.

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SIGNATURE OF DEVELOPER/  
CONFIRMING PARTY