

DEED OF CONVEYANCE

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

Christian Era;

BETWEEN

1) SRI SURAJIT CHATTERJEE, (PAN. ADCPC2844B) (AADHAAR NO. 5261 4409 4804) (MOBILE NO. 89108 86853) son of Late Ratan Lal Chatterjee, by occupation: Business, by faith: Hindu, residing at 13/13, Sarat Chatterjee Road, Post & Police Station: Parnasree, Kolkata: 700060, in the District: 24 Parganas (South) West Bengal, India, **2) SRI SUBHAJIT CHATTERJEE, (PAN. ASKPC7251P) (AADHAAR NO. 6333 3915 5210) (MOBILE NO. 89104 63319)** son of Late Ratan Lal Chatterjee, by occupation: Retired Person, by faith: Hindu, residing at 147, Sarat Chatterjee Road, Post & Police Station: Parnasree, Kolkata: 700060, in the District: 24 Parganas (South) West Bengal, India, & **3) SRI ARJIT CHATTERJEE, (PAN. AFTPC7251H) (AADHAAR NO. 7232 8253 1328) (MOBILE NO. 98303 68431)** son of Late Ratan Lal Chatterjee, by occupation: Business, by faith: Hindu, residing at 13/13, Sarat Chatterjee Road, Post & Police Station: Parnasree, Kolkata: 700060, in the District: 24 Parganas (South) West Bengal, India, 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) (AADHAAR NO. 4284 6400 6708) & 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: _____ & AADHAAR 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) (AADHAAR NO. 4284 6400 6708) (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 Originally one **SRI KRISHNA CHANDRA BANERJEE**, and his two sisters **SMT. KAMALA BANERJEE**, and **SMT. KALYANI BANERJEE** as absolute joint **Owners** of a homestead land having **Ryoti Stitiban** right together with all kinds of easement right of the front Path & Passage under **Behala South Suburban Municipality, in the District of 24 Pargana under Police Station: Behala, Pargana: Balia, Sub registry of Alipore, under Touzi No. 346 under the District Collector, J.L. No. 2**, lying and situated at **Mouza: Behala**, as per old measurement more or less **5 Chittaks & 2 Cottahs 11 Chittaks** totaling about **3 Cottahs** of **Bastu Land/Homestead Land** in **Dag No. 642 Under Khatian No. 2217, in the District: 24 Parganas (South)** and they were enjoying and possessing of the aforesaid Property as **Joint Owners and Possessor** of the said property in extent of Sixteen Annas share thereto.

AND WHEREAS while thus seized and possessed the aforesaid landed property as **Absolute Joint Owners** **SRI KRISHNA CHANDRA BANERJEE**, and his two sisters **SMT. KAMALA BANERJEE**, and **SMT. KALYANI BANERJEE** sold, transferred and conveyed **ALL THAT** piece and parcel of **Bastu Land/Homestead Land** as per old measurement more or less **5 Chittaks & 2 Cottahs 11 Chittaks** totaling about **3 Cottahs** **Bastu Land/Homestead Land** comprised in **Dag No. 642 Under Khatian No. 2217, J.L. No. 2, Collectorate Touzi No. 346, under Mouza - Behala, within the limits & Jurisdiction of Behala South Suburban Municipality, under Police Station: Behala, in the District of 24 Parganas (South)** together with easement rights of the common passage free from all encumbrances, attachments, liens and lispendences in favour of one **SMT. JIBON RANI BANDOPADHYAY**, wife of Late Narendra Nath Bandopadhyay residing at Parnasree Pally, within Police Station: Behala, in the District: 24 Parganas (South) the Purchaser therein by virtue of one registered Bengali Kobala executed and registered on **2nd day of September, 1953**, on receipt of the then valuable consideration and the said deed was registered in the office of the **Dist. Sub Registrar at Alipore**, recorded in **Book No. I, Volume No. 101, Pages 39 to 41, Being Deed No. 5708 for the year 1953** and delivered the absolute joint possession of the said property then and there.

AND WHEREAS the said **SMT. JIBON RANI BANDOPADHYAY**, wife of Late Narendra Nath Bandopadhyay, residing at Parnasree Pally, within Police Station: Behala, in the District: 24 Parganas (South) purchasing of the aforesaid property duly mutated her name in the record of the local Municipality and B.L.L.R.O. of **ALL THAT** piece and parcel of **Bastu Land/Homestead Land** as per old measurement more or less **5 Chittaks & 2 Cottahs 11 Chittaks** totaling about **3 Cottahs** **Bastu Land/Homestead Land** comprised in **Dag No. 642 Under Khatian No. 2217, J.L. No. 2, Collectorate Touzi No. 346, under Mouza - Behala, within the limits & Jurisdiction of Behala South Suburban Municipality, under Police Station: Behala, in the District of 24 Parganas (South)**, together with easement rights of the common passage absolutely and said **SMT. JIBON RANI BANDOPADHYAY**, while owing and possessing her said landed property sold, conveyed and transferred **ALL THAT** piece and parcel of **Bastu Land/Homestead Land** as per old measurement more or less **5 Chittaks & 2 Cottahs 11 Chittaks** totaling about **3 Cottahs** **Bastu Land/Homestead Land** comprised in **Dag No. 642 Under Khatian No. 2217, J.L. No. 2, Collectorate Touzi No. 346, under Mouza - Behala, within the**

limits & Jurisdiction of Behala South Suburban Municipality, under Police Station: Behala, in the District of 24 Parganas (South), together with easement rights of the common passage in favour of her Elder married daughter namely – SMT. ANJALIKA @ PUTUL CHATTOPADHYAY wife of Sri Ratan Lal Chattopadhyay, residing at residing at Parnasree Pally, within Police Station: Behala, in the District: 24 Parganas (South) by virtue of a Bengali Kobala on 28th day of May, 1971, registered in the office of the Joint Sub Registrar of Alipore at Behala, recorded in Book No. I, Volume No. 27, Pages 275 to 277, Being Deed No. 1773 for the year 1971 and delivered the absolute possession of the said property then and there.

AND WHEREAS after acquired the aforesaid property in aforementioned way said SMT. ANJALIKA @ PUTUL CHATTOPADHYAY wife of Sri Ratan Lal Chattopadhyay, residing at residing at Parnasree Pally, within Police Station: Behala, in the District: 24 Parganas (South), became the absolute Owner was possessing and enjoying the said **Bastu Land/Homestead Land as per old measurement more or less **5 Chittaks & 2 Cottahs 11 Chittaks** totaling about **3 Cottahs Bastu Land/Homestead Land** comprised in **Dag No. 642 Under Khatian No. 2217, J.L. No. 2, Collectorate Touzi No. 346, under Mouza – Behala, within the limits & Jurisdiction of Behala South Suburban Municipality, under Police Station: Behala, as known and numbered as Municipal Premises No. 162, Sarat Chatterjee Road, within the jurisdiction and local limits of the then South Suburban Municipality (S.S.UNIT) now Kolkata Municipal Corporation within Police Station: Behala now Parnasree, having its Municipal Assessee No. 41-131-17-0160-9, under Municipal Ward No. 131, having its Postal Address as 13/13, Sarat Chatterjee Road, Post & Police Station: Parnasree, Kolkata: 700060, in the District: 24 Parganas (South) West Bengal, India.****

AND WHEREAS while thus, seized and possessed of the said property SMT. ANJALIKA @ PUTUL CHATTOPADHYAY died intestate on 22.01.2013, leaving behind her surviving three Sons namely- 1) SRI SURAJIT CHATTERJEE, 2) SRI SUBHAJIT CHATTERJEE, & 3) SRI ARIJIT CHATTERJEE, as her legal heirs and successors and they jointly became the owner of the said property in respect of 1/3rd Share left behind by said SMT. ANJALIKA @ PUTUL CHATTOPADHYAY since deceased with others above named co-owners as per provisions of the **Dayabhaga Schools of Hindu Law of Succession Act. 1956. As because said RATAN LAL CHATTOPADHYAY @ RATAN LAL CHATTERJEE, the husband of the said SMT. ANJALIKA @ PUTUL CHATTOPADHYAY, died intestate on or before his wife on 05.12.2007.**

AND WHEREAS in the aforesaid manner by way of inheritance the said 1) SRI SURAJIT CHATTERJEE, 2) SRI SUBHAJIT CHATTERJEE, & 3) SRI ARIJIT CHATTERJEE, all the present Owners of the said Property became the joint owners of **ALL THAT piece and parcel of **Bastu Land/Homestead Land** as per old measurement more or less **5 Chittaks & 2 Cottahs 11 Chittaks** totaling about **3 Cottahs Bastu Land/Homestead Land** comprised in **Dag No. 642 Under Khatian No. 2217, J.L. No. 2, Collectorate Touzi No. 346, under Mouza – Behala, as known and numbered as Municipal Premises No. 162, Sarat Chatterjee Road, within the jurisdiction and local limits of the then South Suburban Municipality (S.S.UNIT) now Kolkata Municipal Corporation within Police Station: Behala now Parnasree, having its Municipal Assessee No. 41-131-17-0160-9, under Municipal Ward No. 131, having its Postal Address as 13/13, Sarat Chatterjee Road, Post & Police Station: Parnasree, Kolkata: 700060, in the District: 24 Parganas (South) West Bengal, India, along with right to enjoy the 12' ft. wide KMC Road at Western Side, of the said property.****

AND WHEREAS thereafter while said **1) SRI SURAJIT CHATTERJEE, 2) SRI SUBHAJIT CHATTERJEE, & 3) SRI ARIJIT CHATTERJEE**, jointly were in peaceful possession, enjoyment and occupation over the said property, which is morefully and particularly described and written in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS while thus seized and possessed of their said property, the present **OWNERS** have enjoying and possessing the said Property as **Lawful Joint Owners** of **ALL THAT** a piece and parcel of Bastu Land measuring about **3 Cottahs** be the same a little more or less, which is morefully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter called and referred to as the **"SAID PROPERTY"**, free from all encumbrance, attachments, liens and lis pendenses.

AND WHEREAS the **Parties of the First Part** and the **Owners** herein intend to develop the said land at the said premises and being unable to develop the said land at the said Property and looking for a Developer with experience who will be able to formulate a scheme for development of the said Property into Residential Project and disposal of the same which would be their mutual advantage and thus have agreed with the **Developer** to develop the same by erecting new building thereon consisting of several **Flats and Other Spaces** as per to be Plan to be sanctioned and/or approve by the **Kolkata Municipal Corporation** on the term and conditions contained herein.

AND WHEREAS accordingly the **Owners/First Parties** herein approached the **Developer/Second Party** herein to construct the **"BUILDING"** on the said entire property after obtaining the Building Plan to be sanctioned and/or approved by the **Kolkata Municipal Corporation**.

AND WHEREAS the **Developer/Second Party** after discussion with the **Owners/First Parties** have agreed to undertake the development work on the said **PLOT OF LAND** after the demolition of the **existing tenanted structure standing thereon** and as per the **Building Plan** duly sanctioned by **The Kolkata Municipal Corporation** with works specification as mentioned herein below.

AND WHEREAS to avoid future complications the parties hereto of this Development Agreement have agreed and enter into this **DEVELOPMENT AGREEMENT** by incorporating the terms and conditions of the Development of the said premises which are as follows :-

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

ARTICLE- I: SUBJECT MATTER OF THE AGREEMENT

1. That, the **Parties of the First Part** is the **Absolute/Joint Owners** and rightful occupiers and jointly seized and possessed peaceful property inter alia of **ALL THAT** piece and parcel of **Bastu Land/Homestead Land** as per old measurement more or less **5 Chittaks & 2 Cottahs 11 Chittaks** totaling about **3 Cottahs Bastu Land/Homestead Land** comprised in **Dag No. 642 Under Khatian No. 2217, J.L. No. 2, Collectorate Touzi No. 346, under Mouza – Behala**, as known and numbered as **Municipal Premises No. 162, Sarat Chatterjee Road**, within the jurisdiction and local limits of the then **South Suburban Municipality (S.S.UNIT)** now **Kolkata Municipal Corporation** within **Police Station: Behala now Parnasree**, having its **Municipal Assessee No. 41-131-17-0160-9**, under **Municipal**

Ward No. 131, having its Postal Address as 13/13, Sarat Chatterjee Road, Post & Police Station: Parnasree, Kolkata: 700060, in the District: 24 Parganas (South) West Bengal, India, along with right to enjoy the 12' ft. wide KMC Road at Western Side, of the said property, with all common amenities and facilities thereto together with all easement rights, quasi-easement attached thereto, which is morefully mentioned and described in the FIRST SCHEDULE hereunder written TOGETHER WITH the structure, right of ways, common paths, passages, drains, lights and all and every manner of former or other rights, liberties, privileges and all kinds of easements, profits, appurtenances, appendages whatsoever standing in and upon or belonging or in any way appertaining to the said property hereby along with all other general, quasi-easement and easement rights & liberties attached and due to the property, more fully and particularly described in the First Schedule hereunder written and hereinafter referred to as the "SAID PROPERTY".

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** piece and parcel of **Bastu Land/Homestead Land** as per old measurement more or less **5 Chittaks & 2 Cottahs 11 Chittaks** totaling about **3 Cottahs Bastu Land/Homestead Land** comprised in **Dag No. 642 Under Khatian No. 2217, J.L. No. 2, Collectorate Touzi No. 346, under Mouza – Behala**, as known and numbered as **Municipal Premises No. 162, Sarat Chatterjee Road**, within the jurisdiction and local limits of the then **South Suburban Municipality (S.S.UNIT)** now **Kolkata Municipal Corporation within Police Station: Behala now Parnasree**, having its **Municipal Assessee No. 41-131-17-0160-9**, under **Municipal Ward No. 131**, having its **Postal Address as 13/13, Sarat Chatterjee Road, Post & Police Station: Parnasree, Kolkata: 700060, in the District: 24 Parganas (South) West Bengal, India**, 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. 162, Sarat Chatterjee Road**, within the jurisdiction and local limits of the then **South Suburban Municipality (S.S.UNIT)** now **Kolkata Municipal Corporation within Police Station: Behala now Parnasree**, having its **Municipal Assessee No. 41-131-17-0160-9**, under **Municipal Ward No. 131**, having its **Postal Address as 13/13, Sarat Chatterjee Road, Post & Police Station: Parnasree, Kolkata: 700060, in the District: 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. 162, Sarat Chatterjee Road**, within the jurisdiction and local limits of the then **South Suburban Municipality (S.S.UNIT)** now **Kolkata Municipal Corporation** within **Police Station: Behala** now **Parnasree**, having its **Municipal Assessee No. 41-131-17-0160-9**, under **Municipal Ward No. 131**, having its **Postal Address as 13/13, Sarat Chatterjee Road, Post & Police Station: Parnasree, Kolkata: 700060**, in the **District: 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, 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. 162, Sarat Chatterjee Road**, within the jurisdiction and local limits of the then **South Suburban Municipality (S.S.UNIT)** now **Kolkata Municipal Corporation** within **Police Station: Behala** now **Parnasree**, having its **Municipal Assessee No. 41-131-**

17-0160-9, under Municipal Ward No. 131, having its Postal Address as 13/13, Sarat Chatterjee Road, Post & Police Station: Parnasree, Kolkata: 700060, in the District: 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, lispences, 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, lispences, 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. 162, Sarat Chatterjee Road**, within the jurisdiction and local limits of the then **South Suburban Municipality (S.S.UNIT)** now **Kolkata Municipal Corporation within Police Station: Behala now Parnasree**, having its **Municipal Assessee No. 41-131-17-0160-9, under Municipal Ward No. 131, having its Postal Address as 13/13, Sarat Chatterjee Road, Post & Police Station: Parnasree, Kolkata: 700060, in the District: 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. 162, Sarat Chatterjee Road**, within the jurisdiction and local limits of the then **South Suburban Municipality (S.S.UNIT)** now **Kolkata Municipal Corporation within Police**

Station: Behala now Parnasree, having its Municipal Assessee No. 41-131-17-0160-9, under Municipal Ward No. 131, having its Postal Address as 13/13, Sarat Chatterjee Road, Post & Police Station: Parnasree, Kolkata: 700060, in the District: 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 outgoing 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.

FIRST SCHEDULE ABOVE REFERRED TO:
(TOTAL PROPERTY)

ALL THAT piece and parcel of **Bastu Land/Homestead Land** as per old measurement more or less **5 Chittaks & 2 Cottahs 11 Chittaks** totaling about **3 Cottahs Bastu Land/Homestead Land** comprised in **Dag No. 642 Under Khatian No. 2217, J.L. No. 2, Collectorate Touzi No. 346, under Mouza – Behala**, as known and numbered as **Municipal Premises No. 162, Sarat Chatterjee Road**, within the jurisdiction and local limits of the then **South Suburban Municipality (S.S.UNIT)** now **Kolkata Municipal Corporation within Police Station: Behala now Parnasree**, having its **Municipal Assessee No. 41-131-17-0160-9, under Municipal Ward No. 131**, having its **Postal Address as 13/13, Sarat Chatterjee Road, Post & Police Station: Parnasree, Kolkata: 700060, in the District: 24 Parganas (South) West Bengal, India**, along with right to enjoy the **12' ft. wide KMC Road at Western Side**, of the said property, with all common amenities and facilities thereto together with all easement rights, quasi-easement attached thereto **AND THE** aforesaid **TOTAL PROPERTY** butted and bounded as follows:-

ON THE NORTH : **By Property of Late Narendra Nath Chattopadhyay;**

ON THE SOUTH : By Property of Late Bholanath Bandopadhyay;
ON THE EAST : By 6' Feet wide KMC Road (more or less);
ON THE WEST : By 12' Feet wide KMC Road (more or less);

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. No. 162, Sarat Chatterjee Road,** within the jurisdiction and local limits of the then **South Suburban Municipality (S.S.UNIT)** now **Kolkata Municipal Corporation within Police Station: Behala now Parnasree** **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:

Dooke 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 **SCEOND**
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.

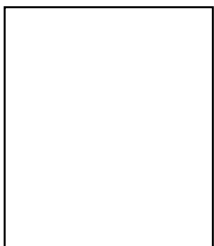
WITNESSES:

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



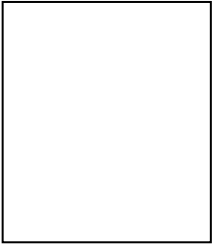
LEFT :

RIGHT :

Name: SRI SOURAV ROY

Signature: _____

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LEFT :



RIGHT :

Name: _____

Signature: _____