

**DEED OF CONVEYANCE**

**THIS INDENTURE** is made on this the       day of       ,  
2024 (Two Thousand and Twenty Four) **B E T W E E N**

SHILA SAHA  
*Shila Saha*  
Proprietor

- : ( 2 ) : -

**SMT. SABITA BOSE**, wife of Sri Goutam Bose, having her PAN - ALTPB3597P, Aadhaar No. 2615 5034 8562, by Religion - Hindu, by Nationality - Indian, by Occupation - Housewife, residing at A-160, Sonali Park, P.O. & Police Station - Bansdrone, Kolkata - 700070, in the 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**. Being represented by her Lawful Constituted Attorney **SMT. SHILA SAHA** wife of Sri Sankar Saha, having her PAN - CRLPS1697B, Aadhaar No. 8676 1913 2850, by Religion - Hindu, by Nationality - Indian, by Occupation - Business, residing at B-79, Bandipur Road, P.O. & Police Station - Bansdrone, Kolkata - 700070, in the District South 24 Parganas, by virtue of a registered Development Power of Attorney, executed on 10.12.2021 and registered on 06.01.2022, in the office of D.S.R.-III at Alipore, recorded in

- : ( 3 ) : -

Book No.I, Volume No. 1603-2022, Pages from 3890 to 3922,  
Being No. 160312780 for the year 2021.

**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**

**SMT. SHILA SAHA** wife of Sri Sankar Saha, having her  
PAN - CRLPS1697B, Aadhaar No. 8676 1913 2850, by Religion  
- Hindu, by Nationality - Indian, by Occupation - Business,

- : ( 4 ) : -

residing at B-79, Bandipur Road, P.O. & Police Station - Bansdrone, Kolkata - 700070, 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 her heirs, administrators, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS** One Enamel Haque, since deceased, seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of landed property, lying and situated at Mouza - Bansdrone, J.L. No. 45, R.S. No. 381, District Collectorate Touzi Nos. 63 and 64, comprised in C.S. Khatian No. 518, R.S. Khatian No. 1033, appertaining to R.S. Dag No. 919, under Police Station - Regent Park now Bansdrone, within the limits of Ward No. 113 of the Kolkata Municipal Corporation, in the District of South 24 Parganas and the said Enamel Haque, since deceased, seized and possessed of the said land by paying

- : ( 5 ) : -

rents and taxes to the competent authority without any lets or hindrances, free from all encumbrances.

**AND WHEREAS** thereafter said Enamel Haque while seized and possessed of the said land died intestate leaving behind his son namely Kalu Mondal, as his only surviving legal heir to inherit the said landed property under the provision of the Mahamedan Act. of Law, then in force.

**AND WHEREAS** after demise of the said Enamel Haque his son namely Kalu Mondal entitled to the said landed property and duly recorded his name in th records of B.L. & L.R.O. and fully, finally and absolutely published his name in the records of rights as a lawful owner of land measuring more or less 13 Decimals in respect of his inherited landed property.

**AND WHEREAS** afterwards said Kalu Mondal 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 13 Decimals,

- : ( 6 ) : -

lying and situated at Mouza - Bansdroni, J.L. No. 45, R.S. No. 381, District Collectorate Touzi Nos. 63 and 64, comprised in C.S. Khatian No. 518, R.S. Khatian No. 1033, appertaining to R.S. Dag No. 919, under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 113 of the Kolkata Municipal Corporation, in the District of South 24 Parganas, unto and in favour of Kajal Mukherjee, son of Sukumar Mukherjee, by virtue of a registered Deed of Sale, dated - 12.03.1985, duly registered in the office of District Registrar at Alipore, recorded in Book No.I, Volume No. 57, Pages from 25 to 31, Being NO. 3355 for the year 1985 at the valuable consideration, mentioned therein.

**AND WHEREAS** since ever date of purchase the lands said Kajal Mukherjee, son of Sukumar Mukherjee mutated his name in the records of the Kolkata Municipal Corporation and property known and numbered as KMC Premises No. 109, Niranjani Pally "B" Block, Kolkata - 700070 and he has/had paying corporation

- : ( 7 ) : -

taxes in his name in the records of KMC Assessee No. 31-113-17-0109-7.

**AND WHEREAS** said Kajal Mukherjee, son of Sukumar Mukherjee 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 2 Coittahs 10 Chittaks 00 Sq.ft. out of 13 Decimals, lying and situated at Mouza - Bansdroni, J.L. No. 45, R.S. No. 381, District Collectorate Touzi Nos. 63 and 64, comprised in C.S. Khatian No. 518, R.S. Khatian No. 1033, appertaining to R.S. Dag No. 919, under Police Station - Regent Park now Bansdroni, being KMC Premises No. 109, Niranjan Pally "B" Block, Kolkata - 700070, within the limits of Ward No. 113 vide KMC Assessee No. 31-113-17-0109-7 of the Kolkata Municipal Corporation, in the District of South 24 Parganas, unto and in favour of **SMT. SABITA BOSE**, wife of Sri Goutam Bose, of A-160, Sonali Park, P.O. & Police Station - Bansdroni, Kolkata - 700070, in the District South 24 Parganas, being

- : ( 8 ) : -

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. at Alipore, recorded in Book No.I, Volume No. 5, Pages from 155 to 162, Being No. 76 for the year 1994 at the valuable consideration, mentioned therein.

**AND WHEREAS** thereafter the said **SMT. SABITA BOSE,** wife of Sri Goutam Bose, of A-160, Sonali Park, P.O. & Police Station - Bansdrani, Kolkata - 700070, in the District South 24 Parganas, being the Present Land Owner/Vendor herein duly recorded her name in the records of B.L. & L.R.O. and finally, fully and absolutely published her name in the records of rights under **L.R. Khatian No. 1859** in respect of the said land.

**AND WHEREAS** afterwards the Present Land Owner/Vendor herein also mutated her name in the records of the KMC and she has been paying corporation taxes in her name in the records of KMC Assessee No. 31-113-17-0109-7.

**AND WHEREAS** thus the said **SMT. SABITA BOSE,** wife of Sri Goutam Bose, of A-160, Sonali Park, P.O. & Police Station - Bansdrani, Kolkata - 700070, in the District South 24



- : ( 9 ) : -

Parganas, being the Present Land Owner/Vendor herein became the absolute lawful owner of **ALL THAT** piece and parcel of land measuring more or less 2 Coittahs 10 Chittaks 00 Sq.ft., lying and situated at Mouza - Bansdrone, J.L. No. 45, R.S. No. 381, District Collectorate Touzi Nos. 63 and 64, comprised in C.S. Khatian No. 518, R.S. Khatian No. 1033 corresponding to L.R. Khatian No. 1859, appertaining to R.S. & L.R. Dag No. 919, under Police Station - Regent Park now Bansdrone, being KMC Premises No. 109, Niranjani Pally "B" Block, Kolkata - 700070, within the limits of Ward No. 113 vide KMC Assessee No. 31-113-17-0109-7 of the Kolkata Municipal Corporation, in the District of South 24 Parganas.

**AND WHEREAS** on the other hand said Kalu Mondal 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 02 Cottahs 02 Chittaks 00 Sq.ft. including common passage out of 13 Decimals, lying and situated at Mouza - Bansdrone, J.L.

- : ( 10 ) : -

No. 45, R.S. No. 381, District Collectorate Touzi Nos. 63 and 64, comprised in C.S. Khatian No. 518, R.S. Khatian No. 1033, appertaining to R.S. Dag No. 919, under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 113 of the Kolkata Municipal Corporation, in the District of South 24 Parganas, unto and in favour of Dipak Banerjee son of Nani Bhusan Banerjee, by virtue of a registered Deed of Sale, dated - 12.05.1985 duly registered in the office of District Sub-Registrar at Alipore, recorded in Book No.I, Being No. 3353 for the year 1985 at the valuable consideration, mentioned therein.

**AND WHEREAS** thereafter said Dipak Banerjee son of Nani Bhusan Banerjee while seized and possessed of the same due to urgent need of money sold, transferred, conveyed, assigned and assured of **ALL THAT** piece and parcel of land measuring more or less 02 Cottahs 02 Chittaks 00 Sq.ft. including common passage, lying and situated at Mouza - Bansdroni, J.L. No. 45, R.S. No. 381, District Collectorate Touzi

- : ( 11 ) : -

Nos. 63 and 64, comprised in C.S. Khatian No. 518, R.S. Khatian No. 1033, appertaining to R.S. Dag No. 919, under Police Station - Regent Park now Bansdronei, within the limits of Ward No. 113 of the Kolkata Municipal Corporation, in the District of South 24 Parganas, unto and in favour of Sri Swapan Kumar Dutta, son of Bhpendra Nath Dutta, by virtue of a registered Deed of Sale, dated - 20.07.1985, duly registered in the office of District Sub-Registrar at Alipore, recorded in Book No.I, Volume No. 213, Pages from 353 to 359, Being No. 10145 for the year 1985 at the valuable consideration, mentioned therein.

**AND WHEREAS** said Sri Swapan Kumar Dutta, son of Bhpendra Nath Dutta while seized and possessed of the said land after left portion of common passage remaining portion of land as per physical measurement more or less 1 Cottah 09 Chittaks 05 Sq.ft. seized and possessed by the said Sri Swapan Kumar Dutta, son of Bhpendra Nath Dutta without any lets or hindrances, free from all encumbrances.

- : ( 12 ) : -

**AND WHEREAS** said Sri Swapan Kumar Dutta, son of Bhpendra Nath Dutta 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 1 Cottah 09 Chittaks 05 Sq.ft., lying and situated at Mouza - Bansdrone, J.L. No. 45, R.S. No. 381, District Collectorate Touzi Nos. 63 and 64, comprised in C.S. Khatian No. 518, R.S. Khatian No. 1033, appertaining to R.S. Dag No. 919, under Police Station - Regent Park now Bansdrone, within the limits of Ward No. 113 of the Kolkata Municipal Corporation, in the District of South 24 Parganas, unto and in favour of Sri Achinta Mondal son of Harananda Mondal, by virtue of a registered Deed of Sale, dated - 19.03.2001, duly registered in the office of Additional District Sub-Registrar at Alipore, recorded in Book No.I, Volume No. 38, Pages from 141 to 148, Being No. 1067 for the year 2001 at the valuable consideration, mentioned therein.

- : ( 13 ) : -

**AND WHEREAS** said Sri Achinta Mondal son of Harananda Mondal 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 1 Cottah 09 Chittaks 05 Sq.ft., lying and situated at Mouza - Bansdroni, J.L. No. 45, R.S. No. 381, District Collectorate Touzi Nos. 63 and 64, comprised in C.S. Khatian No. 518, R.S. Khatian No. 1033, appertaining to R.S. Dag No. 919, under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 113 of the Kolkata Municipal Corporation, in the District of South 24 Parganas, unto and in favour of **SMT. SABITA BOSE**, wife of Sri Goutam Bose, of A-160, Sonali Park, P.O. & Police Station - Bansdroni, Kolkata - 700070, in the District South 24 Parganas, being the Present Land Owner/ Vendor herein, by virtue of a registered Deed of Sale, duly registered in the office of A.D.S.R. at Alipore, recorded in Book No.I, Volume No. 146, Pages from 36 to 54, Being No. 01922 for the year 2007 at the valuable consideration, mentioned therein.

- : ( 14 ) : -

**AND WHEREAS** thereafter the said **SMT. SABITA BOSE,** wife of Sri Goutam Bose, of A-160, Sonali Park, P.O. & Police Station - Bansdrani, Kolkata - 700070, in the District South 24 Parganas, being the Present Land Owner/Vendor herein duly recorded her name in the records of B.L. & L.R.O. and finally, fully and absolutely published her name in the records of rights under **L.R. Khatian No. 3488** in respect of the said land.

**AND WHEREAS** afterwards the Present Land Owner/Vendor herein also mutated her name in the records of the KMC and property known and numbered as KMC Premises No. 2339, Niranjani Pally "B" Block, Kolkata - 700070 and she has been paying corporation taxes in her name in the records of KMC Assessee No. 31-113-17-2812-1.

**AND WHEREAS** in pursuance to the above said **SMT. SABITA BOSE,** wife of Sri Goutam Bose, of A-160, Sonali Park, P.O. & Police Station - Bansdrani, Kolkata - 700070, in the District South 24 Parganas, being the Present Land Owner/Vendor herein became the absolute lawful owner of **ALL THAT**

- : ( 15 ) : -

piece and parcel of land measuring more or less 1 Cottah 09 Chittaks 05 Sq.ft., lying and situated at Mouza - Bansdroni, J.L. No. 45, R.S. No. 381, District Collectorate Touzi Nos. 63 and 64, comprised in C.S. Khatian No. 518, R.S. Khatian No. 1033 corresponding to L.R. Khatian No. 3488, appertaining to R.S. & L.R. Dag No. 919, under Police Station - Regent Park now Bansdroni, being KMC Premises No. 2339, Niranjani Pally "B" Block, Kolkata - 700070, within the limits of Ward No. 113 vide KMC Assessee No. 31-113-17-2812-1 of the Kolkata Municipal Corporation, in the District of South 24 Parganas.

**AND WHEREAS** the Present Land Owner/Vendor herein while seized and possessed two plots of land which are situated side by side adjacent to each other and benefit of use, enjoy and occupy the two plots into a single plot of land joining the same, containing an area more or less 04 Cottahs 03 Chittaks 05 Sq.ft. and accordingly the Present Land Owner/Vendor herein also mutated her name in the records of the KMC and property known and numbered as **KMC Premises No. 109, Niranjani**

- : ( 16 ) : -

**Pally "B" Block, Kolkata - 700070** and she has been paying corporation taxes in her name in the records of **KMC Assessee No. 31-113-17-0109-7**.

**AND WHEREAS** thus the said **SMT. SABITA BOSE**, wife of Sri Goutam Bose, of A-160, Sonali Park, P.O. & Police Station - Bansdroni, Kolkata - 700070, in the District South 24 Parganas, being the Present Land Owner/Vendor herein became the absolute lawful owner of **ALL THAT** piece and parcel of land measuring more or less **04 (four) Cottahs 03 (three) Chittaks 05 (five) Sq.ft.**, lying and situated at **Mouza - Bansdroni, J.L. No. 45**, R.S. No. 381, District Collectorate Touzi Nos. 63 and 64, **comprised in C.S. Khatian No. 518, R.S. Khatian No. 1033** corresponding to **L.R. Khatian Nos. 1859 & 3488**, appertaining to **R.S. & L.R. Dag No. 919**, under Police Station - Regent Park now Bansdroni, being **KMC Premises No. 109, Niranjani Pally "B" Block, Kolkata - 700070**, within the limits of Ward No. 113 vide **KMC Assessee No. 31-113-17-0109-7** of the Kolkata Municipal Corporation,



- : ( 17 ) : -

in the District of South 24 Parganas, morefully and particularly described in the Schedule "A" hereunder written.

**AND WHEREAS** in course of his occupation, enjoyment and use in respect of the said landed property, as morefully described in the Schedule "A", free from all encumbrances, after paying taxes before the Kolkata Municipal Corporation, with a view to develop the same and to erect building over the same or in a part thereof in terms of the sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation to exploit the same residentially the Land Owner herein on or about **10th day of December, 2021** entered into a Development Agreement and duly registered on 06.01.2022, in the office of D.S.R.-III at Alipore, recorded in Book No.I, Volume No. 1603-2022, Pages from 5712 to 5757, Being No. 160312754 for the year 2021 with Developer/Confirming Party herein, under terms and conditions, fully described therein, wherein beside the other terms and conditions, as contained therein, it was interalia agreed by and between the parties

- : ( 18 ) : -

therein that the Developer herein at its costs, expenses and efforts shall construct the building over the land, as described in the Schedule "A" or in a part thereof in accordance with the sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation and on completion of the building the Land Owner shall be allotted a part of the building consisting of self contained Flats towards his allocation, in exchange of the price of the land and remaining part of the building out side the said Owner's Allocation consisting of several Flats in different Floors shall vest to the Developer herein towards it's allocation in exchange of its investments, remuneration etc., the details of which are given in the said Joint-Venture Agreement.

**AND WHEREAS** simultaneously with the execution of the said Agreement the Land Owner/Vendor herein executed a registered Development Power of Attorney, executed on 10.12.2021 in favour of Developer/Confirming Party herein, to be his Lawful Constituted Attorney for him and on his behalf to do certain acts, things, deeds and matters, fully described

therein and the said Development Power of Attorney, registered on 06.01.2022, in the office of D.S.R.-III at Alipore, recorded in Book No.I, Volume No. 1603-2022, Pages from 3890 to 3922, Being No. 160312780 for the year 2021.

**AND WHEREAS** by virtue of the said Agreement the Developer therein prepared a building plan through the Architect and obtained sanctioned Plan vide **Plan No. 2022110061 dated 06.05.2022** from the Kolkata Municipal Corporation being Sanctioned by the Kolkata Municipal Corporation, for construction of the Straight Three storied building, consisting of several independent Flats and other spaces as per said plan and have accordingly started and completed the said Straight Three storied Building over the said land, morefully and particularly described in the Schedule "A".

**AND WHEREAS** the said Premises is free from all encumbrances, charges, liens, attachments, lispences,

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 Straight Three 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

- : ( 23 ) : -

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 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 be 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

- : ( 26 ) : -

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

- : ( 31 ) : -

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 **04 (four) Cottahs 03 (three) Chittaks 05 (five) Sq.ft., TOGETHER WITH** one Straight Three storied residential Building, known as "**RAMKRISHNA APARTMENT**" now standing thereon, lying and situated at **Mouza - Bansdroni, J.L. No. 45, R.S. No. 381, District Collectorate Touzi Nos. 63 and 64, comprised in C.S. Khatian No. 518, R.S. Khatian No. 1033 corresponding to L.R. Khatian Nos. 1859 & 3488, appertaining to R.S. & L.R. Dag No. 919,** under Police Station - Regent Park now Bansdroni, being **KMC Premises No. 109, Niranjn Pally**

- : ( 32 ) : -

**"B" Block, Kolkata - 700070**, within the limits of Ward No. 113 vide **KMC Assessee No. 31-113-17-0109-7** of the Kolkata Municipal Corporation, in the District of 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 :-** Land under Part of R.S. Dag No. 919.

**On the South :-** 12 'ft. wide Road.

**On the East :-** Land under Part of R.S. Dag No. 920.

**On the West :-** 5 'ft. wide 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**



**Straight Three 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 - Bansdroni, J.L. No. 45**, R.S. No. 381, District Collectorate Touzi Nos. 63 and 64, **comprised in C.S. Khatian No. 518, R.S. Khatian No. 1033 corresponding to L.R. Khatian Nos. 1859 & 3488, appertaining to R.S. & L.R. Dag No. 919**, under Police Station - Regent Park now Bansdroni, being **KMC Premises No. 109, Niranjana Pally "B" Block, Kolkata - 700070**, within the limits of Ward No. 113 vide **KMC Assessee No. 31-113-17-0109-7** of the Kolkata Municipal Corporation, in the District of 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 mount 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. The building have no lift facility.

**- :: 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-onwers in common including such amount as may be fixed for creating a fund for replacement renovation, repairing, repaining 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)

**As Lawful Constituted Attorney For  
SMT. SABITA BOSE**

\_\_\_\_\_  
**SIGNATURE OF THE LAND OWNER/  
VENDOR**

**Drafted by me :-**

\_\_\_\_\_  
**SIGNATURE OF THE PURCHASER(S)**

**Advocate,**  
Alipore Police Court,  
Kolkata - 700 027.  
Computerised Printed by  
*Kuntal Mukherjee*  
Kuntal Mukherjee

\_\_\_\_\_  
**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)

SHILA SAHA  
*Shila Saha*  
Proprietor

**SIGNATURE OF THE DEVELOPER/  
CONFIRMING PARTY**