

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**

FOR MUKHERJEE ASSOCIATES

Aparna Mukherjee
Proprietor

- : (2) : -

1. SMT. SUBHRA SARKAR, wife of Sri Jahar Lal Sarkar, having her PAN - AHPPS6446J, Aadhaar No. 9474 4611 3192, by Faith - Hindu, by Occupation - Retired Person, by Nationality - Indian, residing at Joymati Nagar, Adabari, P.O. Pandu, P.S. Jhalukbari, in the District of Kamrup, Guwahati - 781012, in the State of Assam **AND 2. SRI SANKAR CHANDRA DATTA**, son of Late Manindra Nath Datta, having his PAN-ADTPD4802B, Aadhaar No. 8039 8768 0182, by Faith - Hindu, by Occupation - Retired Person, by Nationality - Indian, residing at A-26/2, Brahmapur South, P.O. Brahmapur, Police Station - Regent Park now Bansdronei, Kolkata - 700096, in the District South 24 Parganas, hereinafter jointly called and referred to as the **LAND OWNERS/ VENDORS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, administrators, legal representatives and assigns) of the **FIRST PART**. Being represented by his Lawful Constituted Attorney **MUKHERJEE ASSOCIATES** a Proprietorship Firm, having its officer at A-48, Brahmapur

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South, P.O. Brahmapur, P.S. Bansdroni, Kolkata - 700096, in the District South 24 Parganas, being represented its Proprietor namely **SMT. APARNA MUKHERJEE** wife of Sri Ashim Mukherjee, having PAN No. AJLPM3471B, Aadhaar No. 6984 4486 9590, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at A-48, Brahmapur South, P.O. Brahmapur, P.S. Bansdroni, Kolkata - 700096, in the District South 24 Parganas, by virtue of a registered Development Agreement with Development Power of Attorney, executed on 30.12.2023 and registered on 03.01.2024, in the office of D.S.R.-II at Alipore, recorded in Book No.I, Volume No. 1602-2024, Pages from 5549 to 5606, Being No. 160200108 for the year 2024.

AND

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

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at

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

AND

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

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PARTY" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS One Hari Charan Das, since deceased seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or less 4 Cottahs 07 Chittaks 30 Sq.ft. along with other properties, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 169, District Collectorate Touzi No. 60, Pargana - Magura, comprised in C.S. Khatian No. 302, R.S. Khatian No. 320, appertaining to R.S. Dag No. 844, under Police Station - Regent Park now Bansdrani, in the District South 24 Parganas, by virtue of a registered Deed of Sale, dated - 02/05/1940, duly registered in the office of District Sub-Registrar at Alipore, recorded in Book No.I, Volume No. 27, Pages from 144 to 146, Being No. 1374 for the year 1940 from its the then owner namely Kiran Bala Dasi and Mahim Chandra Pal at the valuable consideration, mentioned therein.

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AND WHEREAS thereafter the said Hari Charan Das while seized and possessed of the said land died intestate leaving behind his three sons namely 1. Santosh Kumar Das, since deceased, 2. Suren Chandra Das and 3. Panchanan Das and three daughters namely 1. Smt. Lakshmi Mondal, 2. Smt. Saraswati Das and 3. Smt. Jyoshoda Das, as his only surviving legal heirs to inherit the said land under the provision of the Hindu Succession Act., 1956, then in force.

AND WHEREAS after demise of Hari Charan Das his surviving legal heirs or heiress namely 1. Santosh Kumar Das, since deceased, 2. Suren Chandra Das and 3. Panchanan Das, 4. Smt. Lakshmi Mondal, 5. Smt. Saraswati Das and 6. Smt. Jyoshoda Das jointly entitled to the said land and accordingly the said Santosh Kumar Das while seized and possessed of his respective share of land died intestate leaving behind his wife of Smt. Lakshmi Rani Das and four sons namely 1. Uday Kumar Das, 2. Gopi Nath Das, 3. Sukumar Das and 4. Dibakar Das and five daughters namely 1. Smt. Sandhya Das, 2. Smt.

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Sarama Das, 3. Smt. Protima Das, 4. Smt. Namita Das and 5. Smt. Sabita Das, as his only surviving legal heirs to inherit the said land under the provision of the Hindu Succession Act., 1956, then in force.

AND WHEREAS in pursuance to the above the said 1. Smt. Lakshmi Rani Das, 2. Uday Kumar Das, 3. Gopi Nath Das, 4. Sukumar Das, 5. Dibakar Das, 6. Smt. Sandhya Das, 7. Smt. Sarama Das, 8. Smt. Protima Das, 9. Smt. Namita Das 10. Smt. Sabita Das, 11. Suresh Kumar Das, 12. Panchanan Das, 13. Smt. Lakshmi Mondal, 14. Smt. Saraswati Das and 15. Smt. Jyoshoda Das while jointly seized and possessed of the said land with a view to avoid future disturbances, hindrances and annoyances they metes and bounds their said land amongst themselves by virtue of a registered Deed of Partition, dated - 14.07.1987, duly registered in the office of A.D.S.R. at Alipore, recorded in Book No.I, Being No. 984 for the year 1987 and accordingly in the basis of the said Deed of Conveyance said Smt. Lakshmi Mondal, wife of Late Sailen

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Mondal, therein referred to as the Party of the Fourth Part being allotted **ALL THAT** piece and parcel of land measuring more or less 4 Cottahs 07 Chittaks 30 Sq.ft., lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 169, District Collectorate Touzi No. 60, Pargana - Magura, comprised in C.S. Khatian No. 302, R.S. Khatian No. 320, appertaining to R.S. Dag No. 844, under Police Station - Regent Park now Bansdroni, in the District South 24 Parganas, morefully and specifically descibred in the Schedule "Unga" marked as "B" of the said Partition Deed.

AND WHEREAS said Smt. Lakshmi Mondal, wife of Late Sailen 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 4 Cottahs 07 Chittaks 30 Sq.ft. along with other properties, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 169, District Collectorate Touzi No. 60, Pargana - Magura, comprised in C.S. Khatian No. 302, R.S. Khatian No.

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320, appertaining to R.S. Dag No. 844, under Police Station - Regent Park now Bansdroni, in the District South 24 Parganas, unto and in favour of **SMT. SUBHRA SARKAR**, wife of Sri Jahar Lal Sarkar, being the Present Land Owner No.1 herein, by virtue of a registered Bengali Deed of Sale, dated - 01.11.1991, duly registered in the office of District Registrar at Alipore, recorded in Book No.I, Volume No. 274, Pages from 122 to 128, Being No. 16229 for the year 1991 at the valuable consideration, mentioned therein.

AND WHEREAS since ever date of purchase the land said **SMT. SUBHRA SARKAR**, wife of Sri Jahar Lal Sarkar, being the Present Land Owner No.1 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. 3941** in respect of the said land and the Party of the First Part herein also mutated her name in the records of Kolkata Municipal Corporation and property known and numbered as **KMC Premises No. 979, Brahmapur, Kolkata - 700096** and she has/had paying

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corporation taxes in her name in the records of **KMC Assessee No. 31-111-06-0979-0.**

AND WHEREAS thus the said **SMT. SUBHRA SARKAR,** wife of Sri Jahar Lal Sarkar, being the Present Land Owner No.1 herein duly conversion the aforesaid landed property Danga to Bastu before the Office of the Block Land and Land Reforms Office, Kolkata, South 24 Parganas, vide **Memo No. 17/1528/BL & LRO/Kol, dated - 21.06.2023** and to that effect the Office of the said Block Land and Land Reforms Office, Kolkata, South 24 Parganas has been changed the classification of the said landed property **Danga to Bastu.**

AND WHEREAS thus the said **SMT. SUBHRA SARKAR,** wife of Sri Jahar Lal Sarkar, being the Present Land Owner No.1 herein became the absolute lawful owner of **ALL THAT** piece and parcel of **Bastu land** measuring more or less **4 Cottahs 07 Chittaks 30 Sq.ft.,** lying and situated at **Mouza - Brahmapur, J.L. No. 48,** R.S. No. 169, District Collectorate

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Touzi No. 60, Pargana - Magura, **comprised in C.S. Khatian No. 302, R.S. Khatian No. 320 corresponding to L.R. Khatian No. 3941, appertaining to R.S. & L.R. Dag No. 844, under Police Station - Regent Park now Bansdroni, being KMC Premises No. 979, Brahmapur, Kolkata - 700096, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-06-0979-0 of the Kolkata Municipal Corporation, in the District South 24 Parganas.**

AND WHEREAS said **SMT. SUBHRA SARKAR**, wife of Sri Jahar Lal Sarkar, being the Present First Party herein 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 **Bastu land** measuring more or less **2 Cottahs 02 Chittaks 00 Sq.ft. out of 4 Cottahs 07 Chittaks 30 Sq.ft.**, lying and situated at **Mouza - Brahmapur, J.L. No. 48, R.S. No. 169, District Collectorate Touzi No. 60, Pargana - Magura, comprised in C.S. Khatian No. 302, R.S. Khatian No. 320 corresponding to L.R. Khatian No. 3941,**

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appertaining to R.S. & L.R. Dag No. 844, under Police Station - Regent Park now Bansdronei, being KMC Premises No. 979, Brahmapur, Kolkata - 700096, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-06-0979-0 of the Kolkata Municipal Corporation, in the District South 24 Parganas, unto and in favour of **SRI SANKAR CHANDRA DATTA**, son of Late Manindra Nath Datta, being the Present Land Owner No.2 herein, by virtue of a registered Deed of Sale, dated - 28.09.2011, duly registered in the office of A.D.S.R. at Alipore, recorded in Book No.I, CD Volume No. 22, Pages from 2493 to 2509, Being No. 07409 for the year 2011 at the valuable consideration, mentioned therein.

AND WHEREAS since ever date of purchase the land said **SRI SANKAR CHANDRA DATTA**, son of Late Manindra Nath Datta, being the Present Land Owner No.2 herein duly recorded his name in the records of B.L. & L.R.O. and finally, fully and absolutely published his name in the records of rights under **L.R. Khatian No. 3915** in respect of the said land and the Party of

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the Second Part herein also mutated his name in the records of Kolkata Municipal Corporation and property known and numbered as **KMC Premises No. 979/1, Brahmapur, Kolkata - 700096** and she has/had paying corporation taxes in her name in the records of **KMC Assessee No. 31-111-06-3462-0**.

AND WHEREAS thus the said **SRI SANKAR CHANDRA DATTA**, son of Late Manindra Nath Datta, being the Present Land Owner No.2 herein duly conversion the aforesaid landed property Danga to Bastu before the Office of the Block Land and Land Reforms Office, Kolkata, South 24 Parganas, vide **Memo No. 17/1527/BL & LRO/Kol, dated - 21.06.2023** and to that effect the Office of the said Block Land and Land Reforms Office, Kolkata, South 24 Parganas has been changed the classification of the said landed property **Danga to Bastu**.

AND WHEREAS said **SMT. SUBHRA SARKAR**, wife of Sri Jahar Lal Sarkar, being the Present Land Owner No.1 herein became the absolute lawful owner of **ALL THAT** piece and parcel of **Bastu land** measuring more or less **2 Cottahs 05 Chittaks**

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30 Sq.ft., lying and situated at **Mouza - Brahmapur, J.L. No. 48**, R.S. No. 169, District Collectorate Touzi No. 60, Pargana - Magura, **comprised in C.S. Khatian No. 302, R.S. Khatian No. 320 corresponding to L.R. Khatian No. 3941**, appertaining to R.S. & L.R. Dag No. 844, under Police Station - Regent Park now Bansdroni, being KMC Premises No. 979, Brahmapur, Kolkata - 700096, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-06-0979-0 of the Kolkata Municipal Corporation, in the District South 24 Parganas, **A.D.S.R. & D.S.R. at Alipore** and accordingly the Party of the Land Owner No.1 herein duly constructed brick built tile shed structure, having an area more or less 200 Sq.ft. with cemented floor finished at her own costs, expenses and efforts, free from all encumbrances.

AND WHEREAS said **SRI SANKAR CHANDRA DATTA**, son of Late Manindra Nath Datta, being the Present Land Owner No.2 herein became the absolute lawful owner of **ALL THAT** piece and parcel of **Bastu land** measuring more or less **2 Cottahs**

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02 Chittaks 00 Sq.ft., lying and situated at **Mouza - Brahmapur, J.L. No. 48,** R.S. No. 169, District Collectorate Touzi No. 60, Pargana - Magura, **comprised in C.S. Khatian No. 302, R.S. Khatian No. 320 corresponding to L.R. Khatian No. 3915,** appertaining to R.S. & L.R. Dag No. 844, under Police Station - Regent Park now Bansdroni, being KMC Premises No. 979/1, Brahmapur, Kolkata - 700096, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-06-3462-0 of the Kolkata Municipal Corporation, in the District South 24 Parganas, **A.D.S.R. & D.S.R. at Alipore** and accordingly the Land Owner No.2 herein duly constructed brick built tile shed structure, having an area more or less 200 Sq.ft. with cemented floor finished at his own costs, expenses and efforts, free from all encumbrances.

AND WHEREAS in pursuance to the above the Present Land Owner No. 1 and 2 while separately seized and possessed of their respective land which was situated side by side and accordingly benefit of use, enjoy and occupy the said two plots

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of land into single plot of land joining the same by virtue of a registered Deed of Amalgamation, duly registered in the office of D.S.R. - II at Alipore, recorded in Book No.I, Volume No. 1602-2023, Pages from 483108 to 483136, Being No. 160214770 for the year 2023.

AND WHEREAS thus the said **1. SMT. SUBHRA SARKAR**, wife of Sri Jahar Lal Sarkar, of Joymati Nagar, Adabari, P.O. Pandu, P.S. Jhalukbari, in the District of Kamrup, Guwahati - 781012, in the State of Assam **AND 2. SRI SANKAR CHANDRA DATTA**, son of Late Manindra Nath Datta, of A-26/2, Brahmapur South, P.O. Brahmapur, Police Station - Regent Park now Bansdroni, Kolkata - 700096, in the District South 24 Parganas, being the Present Land Owners herein jointly became the absolute lawful owners of **ALL THAT** piece and parcel of land measuring more or less **4 (four) Cottahs 07 (seven) Chittaks 30 (thirty) Sq.ft. TOGETHER WITH** one brick built tile shed structure, having an area more or less 400 Sq.ft. with cemented floor finished, now standing thereon, lying and situated at **Mouza - Brahmapur,**

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J.L. No. 48, R.S. No. 169, District Collectorate Touzi No. 60, Pargana - Magura, **comprised in C.S. Khatian No. 302, R.S. Khatian No. 320 corresponding to L.R. Khatian Nos. 3915 & 3941, appertaining to R.S. & L.R. Dag No. 844, under Police Station - Regent Park now Bansdrone, being KMC Premises Nos. 979, Brahmapur, Kolkata - 700096, within the limits of Ward No. 111 vide KMC Assessee Nos. 31-111-06-0979-0 of the Kolkata Municipal Corporation**, in the District South 24 Parganas, **A.D.S.R. & D.S.R. at Alipore**, 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

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exploit the same residentially the Land Owners herein on or about **30th day of December, 2023** entered into a Development Agreement with Development Power of Attorney, executed on 30.12.2023 and registered on 03.01.2024, in the office of D.S.R.-II at Alipore, recorded in Book No.I, Volume No. 1602-2024, Pages from 5549 to 5606, Being No. 160200108 for the year 2024 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 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 Owners 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

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said Owner's Allocation consisting of several Flats in different Floors shall vest to the Developer herein towards its 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 Owners/Vendors herein executed a registered Development Agreement with Development Power of Attorney, executed on 30.12.2023 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 Agreement with Development Power of Attorney, executed on 30.12.2023 and registered on 03.01.2024, in the office of D.S.R.-II at Alipore, recorded in Book No.I, Volume No. 1602-2024, Pages from 5549 to 5606, Being No. 160200108 for the year 2024.

AND WHEREAS by virtue of the said Agreement the Developer therein prepared a building plan through the

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Architect and obtained sanctioned Plan vide **Plan No.**
dated from the Kolkata Municipal Corporation being Sanctioned by the Kolkata Municipal Corporation, for construction of the Ground Plus Three storied building, consisting of several independent Flats and other spaces as per said plan and have accordingly started and completed the said Ground Plus 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, lispendencies, 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 Vendors absolutely and freely.

AND WHEREAS the Developer/Confirming Party herein out of Developer's Allocation intend to sell and the Purchaser(s)

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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 Ground Plus 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.

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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 Owners herein doth hereby release, assign, assure and transfer and discharge the said **Flat with common rights** in favour of the Purchaser(s)

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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 Owners and the Developer/Confirming Party doth hereby convey, grant, transfer, their rights, title and interest and convey the said **Flat with common rights** in favour of the Purchaser(s) **TOGETHER WITH** undivided proportionate share or interest in the land underneath the building in the said Building as morefully described in the Schedule "A" hereunder written **TOGETHER WITH** the right to use common portion in common with the other Owner and/or lawful occupiers of the said Building **ALL THE** reversion, reversions, remainder and all the rents, issues, profits of and in connection with the said **Flat with common rights** and all the estate, right, title and interest, property claim and demand whatsoever of the Land Owners and the Developer into or upon the said **Flat with common rights** and all other benefits and rights therein comprised and hereby

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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

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

1. The interest which the Land Owners doth hereby profess, transfer subsist and the Land Owners has the rights, and full power, absolute authority to grant, sale, convey, transfer, assign and assure the Purchaser(s) the said **Flat with common rights**, described in the Schedule B and C respectively hereunder together with the benefits and rights in the manner aforesaid and also right in land proportionately and/or attributed to the said **Flat with common rights** in the said Building.
2. The Purchaser(s) shall have the right to use in common the roof of the building with the other lawful occupants of the said building by installing a private antenna and for having access to the overhead water tank from which the water is to supplied to the said **Flat with common rights**.

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

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

- a. The undivided share in the land hereby conveyed for the

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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.

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- 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.

- : (31) : -

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

- : (32) : -

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 **4 (four) Cottahs 07 (seven) Chittaks 30 (thirty) Sq.ft.**, **TOGETHER WITH** one Ground Plus Three storied residential Building, now standing thereon, lying and situated at **Mouza - Brahmapur, J.L. No. 48**, R.S. No. 169, District Collectorate Touzi No. 60, Pargana - Magura, **comprised in C.S. Khatian No. 302, R.S. Khatian No. 320 corresponding to L.R. Khatian Nos. 3915 & 3941, appertaining to R.S. & L.R. Dag No. 844, under Police Station - Regent Park now Bansdroni, being KMC Premises Nos. 979, Brahmapur, Kolkata - 700096, within the limits of Ward No. 111 vide KMC Assessee Nos. 31-111-06-0979-0 of the Kolkata Municipal Corporation**, in the District South

- : (33) : -

24 Parganas, **A.D.S.R. & D.S.R. at Alipore**, and the same is butted and bounded in the manner follows :-

On the North : House of Sankar Chandra Datta.

On the South : 14 ' ft. wide KMC Road and Flat of Balaka.

On the East : Three Storied Building.

On the West : 14 ' ft. wide KMC Road.

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

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

ALL THAT piece and parcel of **one self contained complete residential Flat, having super built-up area more or less Sq.ft., consisting of Bed Rooms, Drawing cum Dining Room, Kitchen, Toilet, W.C. and Balcony/Verandah on the Floor with marble/ tiles floor finished, in the side of the Ground Plus 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,**

- : (34) : -

lying and situated at **Mouza - Brahmapur, J.L. No. 48**, R.S. No. 169, District Collectorate Touzi No. 60, Pargana - Magura, **comprised in C.S. Khatian No. 302, R.S. Khatian No. 320 corresponding to L.R. Khatian Nos. 3915 & 3941, appertaining to R.S. & L.R. Dag No. 844, under Police Station - Regent Park now Bansdroni, being KMC Premises Nos. 979, Brahmapur, Kolkata - 700096, within the limits of Ward No. 111 vide KMC Assessee Nos. 31-111-06-0979-0 of the Kolkata Municipal Corporation**, in the District South 24 Parganas, **A.D.S.R. & 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.

- : (35) : -

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/Vendors 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.

- : (36) : -

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. Lift Machine and Lift Room of the said Building.

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

(Description of the common expenses to be borne by the Purchaser(s) with the other lawful occupants of the said Building proportionately and jointly)

1. All costs of maintenance, operating, replacing, repairing, painting, decorating, re-decorating, lighting of the common

- : (37) : -

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.

- : (38) : -

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
1. SMT. SUBHRA SARKAR, AND 2. SRI
SANKAR CHANDRA DATTA,**

**_____
SIGNATURE OF THE LAND OWNERS/
VENDORS**

Drafted by me :-

**_____
SIGNATURE OF THE PURCHASER(S)**

Advocate,
Alipore Police Court,
Kolkata - 700 027.
Computerised Printed by
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.)
---------	-----------------------	-------	----------	--------------

1.

TOTAL Rs...../-

(Rupees only)

WITNESSES : -

1)

2)

FOR MUKHERJEE ASSOCIATES

Aparna Mukherjee
Proprietor

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**