

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the        day of  
....., Two Thousand and Twenty Three, **2024, A.D.**

**BETWEEN**

ASQUARE PROPERTIES (A2) (PAN ABTFA5102H), a partnership firm, having its registered office at 147, Green Park, PO- Narendrapur, PS-Narendrapur, Kolkata 700103, District- South 24 Parganas, duly represented by its Partners, namely 1) Shri Ashoke Kumar Pan (Aadhaar-4684 4215 2971)(PAN- AEHPP7363Q) son of Late Bijan Behari Pan, By Faith- Hindu, Aged about 67, By Occupation- Business, By Nationality-Indian 2) Shri Arani Pan (Aadhaar - 9279 2452 1791)(PAN- AYJPP1385J) Son of Ashoke Kumar Pan, by Faith- Hindu, Aged about 32, By Occupation-Service, By Nationality- Indian represented by his constituted attorney Shri Ashoke Kumar Pan (Aadhaar- 4684 4215 2971)(PAN- AEHPP7363Q) son of Late Bijan Behari Pan, By Faith- Hindu, Aged about 67, By Occupation-Business, By Nationality- Indian 86 3) Smt Mahua Pan (Aadhaar- 3799 9229 2036)(PAN- AETPC9336G), Daughter of Ramendra Nath Chattopadhyay, By Faith- Hindu, By Occupation- Business, Aged about 63, By Nationality- Indian, ALL RESIDING at FD-99, Salt Lake, Sector 3, Bidhannagar(South), PO- IB Market, PS- South Bidhannagar, District- North 24 Parganas, Kolkata 700106, hereinafter referred to as the '**LANDOWNERS**' (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART.

AND

**PURPLE BUILDERS** a partnership firm Having its office at 147,Green Park, Ground Floor, Narandrapur, Post office - Narendrapur, and Police station - Narendrapur, Kolkata- 700103, represented by its partners namely( 1) SHRI RAJARSHI SAHA( Aadhaar- 8883 9144 0659, PAN AJYPS3434K) son of Sudhir Kumar Saha, by faith- Hindu, By Occupation- Retired, By Nationality- Indian, residing at 204, Green Park, Narendrapur, PO- Narendrapur, PS- Narendrapur, Kolkata 700103, District- South 24 Parganas, hereinafter referred to as the first partner,(2) SMT MAHUA PAN(Aadhaar- 3799 9229 2036 PAN-AETPC9336G), wife of

Ashoke Kumar Pan, By faith- Hindu, By Occupation- Business, By Nationality- Indian, residing at FD-99, Salt Lake, Sector 3, PO- Bidhannagar IB Market, PS- Bidhannagar(South), District- North 24 Parganas, Kolkata- 700106 called as the second partner,(3)SMT PIYALI MUKHERJEE (Aadhar- 7956 4775 6403 PAN AWWPM2341J) wife of Ranjan Mukherjee, By Faith- Hindu, By Occupation- Business, By Nationality- Indian, residing at A-16, 'Priyadarshini Apartment', 396/9, Becharam Chatterjee Road, Behala, PO- Sarsuna, PS- Parnasree, Kolkata- 700061, District- South 24 Parganas called the third partner (4) SMT RINA KHANRA (Aadhar 3390 6053 4826 PAN BCYPK9355D) wife of Tapan Khanra, By Faith- Hindu, By Occupation- Business, By Nationality- Indian, residing at CA 233, Newtown, Road No 254, West Bengal, Kolkata -700156 called the fourth partner (5) SHRI IVAN SAHA (Aadhar 8068 5651 7119 PAN CDFPS9695M) son of Rajarshi Saha, By Faith-Hindu, By Nationality- Indian, By Occupation - Business, residing at 204, Green Park, Narendrapur, PO- Narendrapur, PS- Narendrapur, Kolkata 700103, District- South 24 Parganas called the fifth partner and (6) SHRI ASHOKE KUMAR PAN (Aadhaar- 4684 4215 2971 PAN-AEHPP7363Q) son of Late Bijan Behari Pan, By Faith- Hindu, By Nationality - Indian, By Occupation- Business, residing at at FD-99, Salt Lake, Sector 3, PO- Bidhannagar IB Market, PS- Bidhannagar(South), District- North 24 Parganas, Kolkata- 700106 (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators and legal representatives) West Bengal, hereinafter jointly called the **DEVELOPERS** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives, successor - in- office and/ or assigns) of the OTHER PART

**AND**

M..... a company incorporated under the Indian Companies Act, 1956 having it's registered address at ....., under Police Station - ....., Kolkata - ..... represented by it's one of the directors namely ..... son of late Syed ..... by faith ..... by occupation --..... resident of ..... under P.S. - ....., Kolkata - ..... for the purpose of execution of this deed, hereinafter referred to as the **PURCHASER** ( which expression unless repugnant to the context shall mean to include the legal transferees, legal representatives, successors in office etc. ) of the SECOND PART

Background, representation, warranties and covenants: Representation and Warranties Regarding Title The Landowners have made the following representation and given the following warranty to the Developers regarding title.

(a). The chain of title regarding total ownership of the present owners herein, are described below:

The present OWNERS/VENDORS herein are the absolute joint owners of a plot of land measuring about 3 Cottahs 8 Chittacks 17 Sq Ft more or less as per the physical measurement together with one Tile Shed measuring an area of about 120 Sq Ft more or less standing thereon and the entire property situated in Mouza-Kalikapur, JL No 20, RS No 2, Touzi No 3, 5 & 12, comprising in RS Dag No 365, under RS Khaitan No 169, corresponding to CS Dag No 306/313, under CS Khatian No 155, being Scheme Plot. No 2 within the Kolkata Municipal Corporation Ward No 109 also known as the KMC, Premises No 292, Kalikapur, Assessee No 31-109-06-0292-9, PS- Purba Jadavpur, Kolkata 700099 more fully mentioned in the schedule below.

One Bholanath Barui indulged into a settlement in respect of a big plot of land measuring about 8.11 Chittaks more or less including the aforesaid property comprising in CS Dag No 306/313, under CS Khatian No 156 of Mouza- Kalikapur, JL No 20 by a registered Patta dated the 9th of September 1925.

While in peaceful possession in the said land in question the said Bholanath Barui died intestate leaving behind his two Sons namely Shri Khagendra Nath Barui and Minor Shri Sudhir Chandra Barui who jointly inherited the total property left by the said Late Bholanath Barui.

4. By a registered Deed of Sale, which was registered in the Office of the District Registrar, Alipore and marked in Book No 1, Volume No 53, Pages 229 to 231, Deed No 2034 for the year 1936 the said property was sold to One Smt Pipula Mani(Dasi) Pramanick for a valuable consideration as mentioned therein.

5. Thereafter when the said minor son namely Shri Sudhir Chandra Barui became a Major in the eyes of law, he executed a registered Nadabi-Patra without any demand and claim in respect of his share of the said property in favor of the said Pipula Mani(Dasi) Pramanick and the said Deed of Nadabi-Patra was registered in the Office of the District Registrar, Alipore and was marked into Book No 1, Volume No 103, Pages 226 to 227, Deed No 6680 for-the year 1952.

6. Thereafter a Revisional Settlement Operation was done by the Government of West Bengal in the year 1956 and the said Pipula Mani(Dasi)Pramanick then recorded her name in the RS Record of Right which was then published in the name of Smt Pipula Mani(Dasi)Pramanick in respect of the aforesaid land and property.

7 While in peaceful possession in the part of the said land and property she transferred her said property in favor of One Shri Santi Prasad Mitra, son of Late Nanda Lal Mitra of Bagnan, Howrah by a registered Deed of Sale dated the 14th of July 1975 in the Office of the District Registrar, Alipore and was marked in Book No 1, Volume No 163, Pages 78 to 84, Deed No 6617 for the year 1975 and also the other portion of land in favor of One Smt Latika Rani Basu Mallick, wife of Late Panchanan Basu Mallick of 20, New Road, Batra, Dasnagar, District- Howrah by a registered Deed of Sale dated the 14th of July 1975, registered in the Office of the District Registrar at Alipore and marked into Book No 1, Volume No 178, Pages 46 to 53, Deed No 6616 for the year 1975.

8. One Ajit Kumar Deb of 17B, Bapuji Nagar, PS- Jadavpur, Kolkata. a 700092, purchased the said property from Smt Latika Rani Basu Mallick dated the 21st of September 1984 via Two Deeds of Sale duly, registered in the Office of the District Registrar, Alipore dated the 7th of December 1984 and marked into Book No 1, Deed No 14353 and 14354 for the year 1984.

After purchase of the aforesaid land the said Ajit Kumar Deb had been peacefully enjoying the said property without any interruption and divided the said plot of land and subsequently sold most of the portions of the land in his lifetime.

10. The said Ajit Kumar Deb died interstate on the 16th of December 1984 leaving behind his widow Smt Bithika Deb 86 three sons namely 1) Shri Pallab Kumar Deb 2) Shri Chandan Kumar Deb Shri Anjan Kumar Deb 86 one daughter namely Smt Bula Deb who jointly inherited the rest of the property of the said deceased Ajit Kumar Deb as per the Hindu Succession Act, 1956.

11. In the said Deed of Conveyance dated the 4th of April 1985 Shri Anjan Kumar Deb 86 Smt Bula Deb, one son and one daughter of Late Ajit Kumar Deb namely Anjan Kumar Deb 86 Bula Deb executed and registered a Power of Attorney dated the 28th of January 1985 in favor of their mother Smt Bithika Deb to sell their share of the said property and the said Power of Attorney was duly registered in the Office of the District Registrar, Alipore and was marked into Book No IV, Deed No 61 for the year 1985.

12. By virtue of a Registered Deed of Sale dated the 4th of April 1985 which was registered in the Office of the Sub District Registrar, Alipore and was marked into Book No 1, Volume No 77, Pages 496 to 506, Being No 4573 for the year 1985, the said owners namely Shri Pallab Kumar Deb, Shri Chandan Kumar Deb, Shri Anjan Kumar Deb 85 Smt Bula Deb through a Power of Attorney mentioned above and herself the said Smt Bithika Deb sold, transferred, assigned and conveyed measuring gross land area of 3 Cottahs 9 Chittacks 19 Sq Ft and the entire property is situated in Mouza- Kalikapur, JL No 20, RS No 2, Touzi No 3,5 85 12, Pargana- Khaspur, comprising in RS Dag No 365, under RS Khatian No 169, corresponding to CS Dag No 306/313, under CS Khatian No 155 being Scheme Plot No 2, within the Kolkata Municipal Corporation Ward No 103, in favor of the present OWNERS herein.

13. After purchase the present owners/vendors herein recorded their property in the record of the Kolkata Municipal Corporation Ward No 109 also known as KMC Premises No 292, Kalikapur, Assessee No 31-109-06-0292-79, PS- Purba Jadavpur, Kolkata 700099 and at present the actual net area of the said premises is 3 Cottahs 9 Chittacks and 19 Sq Ft more or less but at present the net land area of the said premises of 3 cottahs 8 chittacks 17 Sq ft more or less as per the present physical measurement as the area of 1 chittack 2 Sq Ft has been exhausted due to the encroachment of the neighboring plot holders and also the extension of adjacent road.

14. The owners/vendors therein have decided for absolute sale of their said homestead net land measuring an area of 3 cottahs 8 chittacks 17 Sq Ft more or less as per the present physical measurement together with One Tile Shed measuring an area of about 120 Sq Ft more or less erected by them and the said property is situated in Mouza- Kalikapur, JL No 20, Parganas-Khaspur presently South 24 Parganas, RS No 2, Touzi No 3,5 8r, 12, comprising in RS Dag No 365 under RS Khatian No 169, corresponding to CS Dag No 306/313, under CS Khatian No 155, being Scheme Plot No 2 within the Kolkata Municipal Corporation, Ward No 109, Premises No 292, Kalikapur, PS-Purba Jadavpur (formerly PS-Kasba), Kolkata 700099 hereinafter referred to as the SAID PROPERTY' as morefullv mentioned in the schedule below.

15. Thereafter to sell the said property the owners/vendors therein entered into an agreement dated the 18th of October 2020 with the Confirming Party No 1 therein with certain terms and conditions as mentioned therein and it is noted that the Confirming Party No 2 therein is the possessor/ occupier of the property for a long

time and accordingly he is looking after the said property for more than the last 12 years.

16. Subsequently after deliberate discussions it has been decided that both the Confirming parties therein and the Vendors therein shall jointly sell the property in favor of a Third Party (Intending Purchaser) for a valuable consideration of which part of the consideration shall be received by the Confirming Parties as more fully mentioned hereinafter.

17. Thereafter the land owners therein became the the absolute joint owners of the said plot of net land measuring an area of 3 cottahs 8 chittacks 17 Sq Ft more or less as per the present physical measurement together with One Tile Shed measuring about 120 Sq Ft more or less and the said property is situated in Mouza-Kalikapur, JL No 20, Parganas- Khaspur, RS No 2, Touzi No 3,5 & 12, comprising in RS Dag No 365 under RS Khatian No 169, corresponding to CS Dag No 306/313, under CS Khatian No 155, being Scheme plot no 2 within the Kolkata Municipal Corporation, Ward No 109 Premises No 292, Kalikapur, PS-Purba Jadavpur (formerly PS- Kasba), Kolkata 700099 an the vendors have been enjoying their said land and property without any hindrance and interruptions by anybody else.

18. Subsequently being in need of money the owners/vendors therein and the said confirming parties therein have decided for absolute sale of their homestead net land measuring an area of about 3 cottahs 8 chittacks and 17 Sq Ft more or less as per the present physical measurement together with One Tile Shed measuring about 120 Sq Ft more or less and the said property is situated in Mouza-Kalikapur, JL No 20, Parganas- Khaspur, RS No 2, Touzi No 3,5 86 12, comprising in RS Dag No 365 under RS Khatian No 169,. corresponding to CS Dag No 306/313, under CS Khatian No 155, being Scheme plot no 2 within the Kolkata Municipal Corporation, Ward No 109 Premises No 292, Kalikapur, PS-Purba Jadavpur (formerly PS- Kasba), Kolkata 700099, hereinafter referred to as the 'SAID PROPERTY' as morefully mentioned in the schedule below and the present purchaser herein has also agreed to purchase the same which is free from all encumbrances from every aspect and a freehold one as declared by the vendors therein at or for the total consideration and a deed of conveyance was executed between the present Landowners and vendor therein being Tista Mitra, Surit Mitra, Tarit Mitra and Abhijit Mitra and the same was recorded ADSR, South 24 parganas, being NO.160400008 for the year 2021, Volume No160400008, Book No.I, Page NOs 563 To 617, in the year 2021.

19. Thereafter the present landowner become the absolute owners of the said land being ALL THAT piece and parcel of net land measuring an area about 3 cottahs 8 chittacks 17 Sq Ft more or less as per the present physical measurement together with One Tile Shed measuring about 120 Sq Ft more or less being the KMC Premises No 292, Kalikapur within the Kolkata Municipal Corporation Ward No 109, PS- Purba Jadavpur, Kolkata 700099, District- South 24 Parganas.

20. Subsequently, The Landowners Being No. 2 Arani Pan namely and Being No.3 namely Mahua Pan executed a registered power of attorney in favour of Landowner Being No. 1 namely Ashoke Kumar Pan who is the father of Landowner No.2 and husband of Landowner No. 3 which is recorded in the office of the D.S.R -IV, South 24 parganas, Book No. IV, Volume No. 1604-2021, Page No. 224-245, being No. 160400244, for the year 2020. The total ownership of the present owners is morefully described in the "A" Schedule hereunder written."

Sanction of Building Plan : The present Landowners namely obtained plan being 2022120416 from the concerned Kolkata Municipal Corporation which may be revised if required.

Desire of Development of the Land it Acceptance : The present Landowners, the said partnership firm ASQUARE PROPERTIES (A2), express their desire to develop the aforesaid total amalgamated plot of land, by constructing multi storied building/ s thereon, and the present Developers accepted the said proposal and the present Landowners have decided to enter into the present Development Agreement with the Developers herein. for the land of the present owners, which is mentioned above and explicitly in. the Firs,t Schedule hereunder written.

Registered Power of Attor4.6r : For the smooth running of the said project, the present Landowners agreed to execute registered Power of Attorney, by which the present Landowners herein have appointed and nominated the said one of the partner namely SHRI IVAN SAHA son of Rajarshi Saha, By Faith- Hindu, By Nationality- Indian, By Occupation - Business, residing at 204, Green Park, Narendrapur, PO- Narendrapur, PS- Narendrapur, Kolkata 700103, District- South 24 Parganas of the developers firm and SHRI to the Developers for installation of Mother meter/Cable/Transformer which will be calculated /settled by the Developers. ARTICLE -XX : JURISDICTION District Court at Alipore, South 24 Parganas and any other competent Court shall have jurisdiction to entertain and trial of the same and/ or suits and proceedings arising out of these presents between the parties hereto.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the consideration of the said total sum of Rs. ....../- (Rupees ..... ) only, the true and lawful money of the Union of India paid by the Purchasers to the Owner, for proportionate share of land and cost of construction of the said building, on or before the execution of these present and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers of self-contained residential Flat in complete and finished condition. The Vendors/Developer both hereby grant, transfer, convey, sell, assigns and assure to and unto and in favour of the Purchasers, free from all sorts of encumbrances **ALL THAT** the finished self contained Flat, measuring a bit more or less ..... (.....) sq.ft. super built up area together with half the depth in the floor and the roof of the said unit measuring ..... (.....) sq.ft. more or less including together with common right to use lift and stair up to roof and all ways, paths, passages and common enjoyment of the roof of the building at the absolute exclusion of any right and authority both of the Owners/Vendors/Developer to construct any further floor or floors on the present roof, drains, water courses, water reservoir on the ground floors, electric motor pump, meter room, overhead water tanks on the roof of the said building and all water pipe lines connected with the said building from the water reservoir and tanks and sewer line and other pipe lines etc. together with undivided proportionate share of right, title and interest on land and other right, liberties, easements, appendages, appurtenances and estate right, title, interest, property, claim whatsoever of the Vendors and the Developer/Attorney in the said Flat and a , free from all sorts of encumbrances to hold the same absolutely and forever situate, lying at, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and delineated in the **PLAN** or **MAP** annexed hereto, bordered in **RED verges**, hereinafter referred to as the “said Flat and a ” **AND** all the estate, right, title, interest, inheritance use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and the Developer in and upon the said Flat to be used by the Purchasers for their residential purposes, hereby granted sold, transferred, conveyed, assigned and or intended so to be and also to the production of and or inspection for all lawful purposes upon payment of all costs and expenses there upon, reasonable notice of all deeds, paths, muniments, writings and evidence of title whatsoever relating to or



concerning the said Flat, at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendors and the Developer **TO HAVE AND TO HOLD** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use, trust or other thing whatsoever to alter defect, encumber or make void the said, and the Vendors and Developer/Attorney doth hereby covenant with the Purchasers that notwithstanding any acts, deeds, matter, assurances or thing whatsoever made, done, executed, occasioned or suffered to the contrary, Vendors/Developer are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Flat and the said here by granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect in indefeasible estate or inheritance in fee simple in possession without any manner of hindrance lawful eviction, interruption claim or demand whatsoever from or by the Vendors /Developer any person or persons lawfully or equitably claiming or to claim from, under or in trust for the Vendors and the right and privileges as to the restriction hereunder and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharges or otherwise by the Vendors well and sufficiently saved, defended, keep harmless and indemnified of and from and against all the manner of former or other estate, encumbrances, claim, demands, charges, liens, lispence, debts and attachments, whatsoever had made done executed, occasioned or suffered by the Vendors and the Attorney or any person or to claim from, under or in trust for the Vendors and Developer/Attorney and that free and clear and freely and clearly and absolutely acquitted, executed, discharged or otherwise by the Vendors or the Developer/Attorney well and sufficiently saved defended kept harmless and indemnified of other estate, right, title, lease, mortgage, charges, trusts, wakf, debtor, attachments, executions, lispences, claim, demand and encumbrances, whatsoever made done occasional or equitably claiming or to claim by from through under or in trust for the Vendors and **FURTHER THAT** the Vendors and all persons having or lawfully claiming and estate, right, title, interest whatsoever in the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at their request and cost of the Purchasers do and execute all such deeds, acts, matters, assurances and things

whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said Flat and the said hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said hereby granted, sold transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid shall or may be reasonably required and that the Purchasers hereby covenant with the Vendors/Developer that the Purchasers will and shall maintain the Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially effect the other floors and flat **AND** the Vendors/Developer have now in themselves good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and the said hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and all times hereafter peaceably and quietly hold, use, possess and enjoy the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and Attorney or other Co-Owners of the said Building and that they will pay their share or rates and taxes proportionately, relating to the said building until separation and mutation is effected in respect of the said Flat and the said and the separate assessment is made thereby and shall always pay the rates of maintenance charges for the expenditures of the common parts of the Building as will be reasonably assessed by the building committee and/or Owners' Association and that they will and shall not incur, cut, damages any of the main walls, roofs, common stair case, common passage and or common sewers so as to cause damages to the said Ground Plus Three Storied Building with Lift facility and or the said premises and further that the Purchasers shall and will bear jointly with the other Flat/Space Owner or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage, and or common sewers and further that Purchasers shall and will bear jointly with the other Flat Owners or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage and common sewers and common parts of the building as mentioned earlier **AND THAT** the Vendors /Developer and the Purchasers hereby had agreed with each other that the Purchasers shall be entitled to enjoy and install electric

meter on one of their own name for the aforesaid Flat in the meter room at their own costs and also telephone and cable connection separately in the said Flat and that the water supply shall be from the over head water reservoir of the roof and the water will be lifted from the Ground Floor water tank connected with water, of the said building and the Purchasers shall share the pro-rata costs or electricity charges and or generators costs if installed, with other co-owners of the other Flats and or tenants of the said building and that the stair case/lift leading to the said flat from the Ground Floor up to roof and the passage for ingress and egress from the road to the building and to the stair case/lift shall be used by the Purchasers and or their men, agents, servants etc. commonly with the other co-owners and or tenants of the said building and that the Developer/Attorney shall render all possible help and co-operation to the Purchasers for the purpose of mutation of the Purchasers' name jointly in the Assessment Record of the Kolkata Municipal Corporation concerning the said Flat and the said of the Purchasers in proportion of the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoings payable in respect of the said premises directly to the authorities concerned and the said rates and taxes etc. and the Purchasers shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoing payable in respect of the said premises directly to the authorities concerned and that the said rates and taxes etc. and the Purchasers shall also entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed, subject to the terms herein contained to any person or persons without the consent of the Vendors/Developer/Attorney or any other Co-Owners who may have acquired before and whom may hereafter acquire any right title and interest acquired by the Purchaser or Purchasers under the terms these presents and that the Purchasers' undivided interest in the soil as more fully described in the **FIRST SCHEDULE** hereunder written shall remain common for all times to come that is to say that the Purchasers shall become Co-Owners and Co-Sharers for all times to come in respect of the soil and or ground of the said building proportionately with the other co-owners who may hereafter or heretofore have acquire right title and interest in the soil of the said premises. The Purchasers shall abide by the rules and regulations of the committee of the building.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the entire Property)

ALL THAT piece and parcel of a plot of presently homestead land measuring net land area of 3 cottahs 8 chittacks 17 square feet a little more or a little less as per the present physical measurement and the entire property is situated in Mouza-Kalikapur, JL No 20, RS No 2, Touzi No 3,5 86 12, Parganas- Khaspur, comprising in RS Dag No 365, under RS Khatian No 169, corresponding to CS Dag No 306/313, under CS Khatian No 155, being Scheme Plot No 2, within the Kolkata Municipal Corporation, Ward No 109, known as KMC Premises No 292, Kalikapur, having Assessee No 31-109-06-0292-9, PS- Purba Jadavpur, Kolkata 700099, District- South 24 Parganas and the said property has been shown in the annexed plan as the part of this indenture and demarcated by RED border line and the property zone is (Kalikapur-Kalikapur) and is butted and bounded by

NORTH:- Scheme Plot No 13(Part of RS Dag No 365)

SOUTH:- 30'-0" wide Road

EAST:- Scheme Plot No 3

WEST:- Scheme Plot No 1

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE FLAT AND SOLD IN FAVOUR OF**  
**THE PURCHASERS)**

**ALL THAT** \_\_\_\_\_ . of self- contained residential Flat being No. .... on the ..... Floor, ..... side, measuring about ..... sq.ft. more or less carpet area up area, comprising of together with the undivided proportionate share and interest in the land underneath the said building and all common rights over the common areas and facilities at Municipal Premises and the said Flat and the said are delineated and demarcated in the PLAN or MAP annexed herewith and colour with **RED border**, which will be treated as part of this Indenture.

**THE THIRD SCHEDULE**  
**(COMMON AREA AND FACILITIES)**

- a. The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b. The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, entrance and exists of the building.
- c. The easements and wards.
- d. Installation of common services such as powers, lights, water, sewerage etc.
- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter, pump and switches fixed in the common areas.
- g. common parking for two wheeler and cycles.

**THE FOURTH SCHEDULE**  
**(DESCRIPTION OF THE COMMON EXPENSES)**

1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
2. All charges and deposits for suppliers of common utilities to the Owners in common.
3. Proportionate share of Municipal Tax, water tax and other levis in respect of the land and building save those separately assessed of the Purchasers' Unit.
4. Proportionate share of insurance premium for insuring the Building.
5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
6. Electricity charges for the electrical energy, consumed for the operation of the common service.
7. Costs of maintenances, repairs and replacements of common Installations.
8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in

relation to the common purposes and common utilities.

9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Purchasers in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

**THE FIFTH SCHEDULE**

**(OTHER RULES AND REGULATIONS)**

- a) The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and or the common parts of the building and roof and or in respect of the common service and utilities therein.
- b) The Owners' Association shall have the power and authority to such rules and regulations for the common purposes as may be the other or the Association may consider reasonable but not inconsistent with the provisions of the W.B. Apartment Ownership Act, 1972 and the Purchasers shall abide by the same.
- c) The Purchasers shall become members of the Association and shall apart from paying proportionately all costs and expenses relating thereto, sign such forms, papers, documents, memorandums articles, declarations, constitution, rules and regulation as may be necessary and reasonably required for the purpose.
- d) The Purchasers cannot do additions or alterations or constructions of permanent nature in the outside of the said flats or any part thereof which will effect the structure and/or of the building.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hand and signature to these presents on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

**Presence of:-**

**WITNESSES:-**

1.

-----

**(SIGNATURE OF THE OWNERS/VENDORS)**

2.

-----

**(SIGNATURE OF THE PURCHASERS)**

.....

**(SIGNATURE OF THE BUILDER/  
DEVELOPER/ATTORNEY)**

**Drafted and Prepared By**

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchasers the within mentioned sum of Rs. ..../- (Rupees .....) only, as full and final consideration money of the Flat and the of this Deed, as per following Memo:-

**MEMO:-**

**TOTAL**

.....  
**Rs.**  
.....

**(RUPEES ) ONLY.**

**WITNESSES:-**

1.

\_\_\_\_\_

**SIGNATURE OF THE**

2.

**OWNER/DEVELOPER**