

DEED OF CONVEYANCE

THIS INDENTURE made this _____ day of _____ Two Thousand and **Twenty-Four (2024)**.

BY AND BETWEEN

SRI SANKHANAD DASGUPTA, PAN: AGKPD6774C, son of Late Anil Dasgupta, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 1E/7A, Chittaranjan Colony, P.O. Jadavpur University, P.S. Jadavpur, Kolkata 700032, hereinafter called the **OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs administrators, legal representative successors, successors-in-interest and assigns) of the **FIRST PART represented by his Attorney namely S.S. ENTERPRISE**, a Proprietorship firm having its office at J/27, Baghajatin Pally, P.O. Jadavpur University P.S. Jadavpur, Kolkata - 700 032, represented by its sole Proprietress namely **SMT. SNIGDHA SAHA, (PAN - ARSPS6953K)**, wife of Sri Sumantra Saha, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at J/27, Baghajatin Pally, P.O. Jadavpur University P.S. Jadavpur, Kolkata - 700 032, by virtue of registered Development Agreement alongwith Power of Attorney executed dated 11.01.2022, registered at A.D.S.R. Alipore, South 24 Parganas and recorded into Book No.1, Deed No.64 for the year 2022

S. S. Enterprise

Snigdha Saha
Proprietor

AND

(1) _____ , (PAN - _____) , (Aadhaar No. _____) , son of _____ , by Faith - _____ , both by Occupation - _____ , by Nationality - Indian, residing at _____ , Post Office - _____ , Police Station - _____ , District - _____ , Pin - _____ , State - _____ and (2) _____ , (PAN - _____) , (Aadhaar No. _____) , son of _____ , by Faith - _____ , both by Occupation - _____ , by Nationality - Indian, residing at _____ , Post Office - _____ , Police Station - _____ , District - _____ , Pin - _____ , State - _____ , hereinafter jointly called and referred to as the **“PURCHASERS/ALLOTTEES”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, representatives, successors and assigns) of the **SECOND PART**

A N D

S.S. ENTERPRISE, a Proprietorship firm having its office at J/27, Baghajatin Pally, P.O. Jadavpur University P.S. Jadavpur, Kolkata – 700 032, represented by its sole Proprietress namely **SMT. SNIGDHA SAHA, (PAN - ARSPS6953K)**, wife of Sri Sumantra Saha, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at J/27, Baghajatin Pally, P.O. Jadavpur University P.S. Jadavpur, Kolkata – 700 032, hereinafter called and referred to as the **“PROMOTER/DEVELOPER/ CONFIRMING PARTY”** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **THIRD PART**.

WHEREAS after the partition of India, a large number of residents of former East Pakistan, now Bangladesh crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control,

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal;

AND WHEREAS a considerable number of such people was compelled by circumstances to use vacant land in the urban area for homestead purposes;

AND WHEREAS one **Sri Anil Dasgupta**, son of Late Jatindra Mohan Dasgupta, of Chittaranjan Colony, P.O. Jadavpur University, P.S. Jadavpur, Kolkata - 700032, was one of such persons who had come to use and occupy a piece and parcel of homestead land measuring 03 (Three) Cottahs 02 (Two) Chittaks 00 (Zero) Sq.ft. more or less in E.P. No. 388, S.P. No. 415/1, in C.S. Plot No. 178(P), Mouza - Rajapur, J.L. No. 23, Sub-Registration Office at Alipore, Police Station - Jadavpur, District South 24-Parganas;

AND WHEREAS said Sri Anil Dasgupta was a refugee displaced from East Pakistan, now Bangladesh approached the Government of West Bengal for a plot of land for his rehabilitation,

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the refugees from East Pakistan now Bangladesh acquired land in C.S. Plot No. 178(P), of Mouza Rajapur, Police Station - Jadavpur, District South 24- Parganas, in the Urban area under the provision of L.D.P. Act, 1948/L.A. Act 1 of 1894 including the plot under the occupied of the said Sri Anil Dasgupta,

AND WHEREAS said Sri Anil Dasgupta was in possession and enjoyment of the aforesaid 03 (Three) Cottahs 02 (Two) Chittaks 00 (Zero) Sq.ft. land after raising construction on a portion thereof,

AND WHEREAS the State of West Bengal decided to make a gift of the aforesaid plot of land in occupied of said Sri Anil Dasgupta, so as to confer absolute right, title and interest to said Sri Anil Dasgupta in the said land,

AND WHEREAS in pursuance of the said decision, the Governor of the State of West Bengal by a registered **Deed of Gift** dated **28th day of July, 1994** gave, granted and transferred absolutely **ALL THAT** the plot of land measuring 03 (Three) Cottahs 02 (Two) Chittaks 00 (Zero) Sq.ft. more or less in E.P. No. 388, S.P. No. 415/1, in C.S. Plot No. 178(P), Mouza - Rajapur, J.L. No. 23,

Sub-Registration Office at Alipore, Police Station - Jadavpur, District South 24-Parganas unto said Sri Anil Dasgupta The said deed was registered in the Office of the Additional District Registrar at Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 6, Pages from 197 to 200, **Being No. 0425, for the year 1994;**

AND WHEREAS after accepting the said gift, said Sri Anil Dasgupta, constructed a two storied residential building on his said land;

AND WHEREAS thereafter said Sri Anil Dasgupta, as such owner of the aforesaid property duly **mutated** his name before then Calcutta Municipal Corporation now the Kolkata Municipal Corporation (K.M.C.) and said property subsequently came to be known and numbered as the K.M.C. **Premises No. 54, Chittaranjan Colony, Assessee No. 31-102-06-0054-1**, in the K.M.C. **Ward No. 102**, Police Station - Jadavpur, Kolkata 700032, under the Kolkata Municipal Corporation,

AND WHEREAS said Sri Anil Dasgupta alias Sri Anil Baran Dasgupta became absolute sole lawful owner, seized and possessed, since deceased, of a plot of homestead land measuring about 03 (Three) Cottahs 02 (Two) Chittaks 00 (Zero) Sq.ft. more or less and one old two storied brick built with cemented flooring residential building measuring about 1150 Sq.ft. area in each floor, standing thereon, lying and situated in E.P. No. 388, S.P. No. 415/1, in C.S. Plot No. 178(P), Mouza - Rajapur, J.L. No. 23, Sub-Registration Office at Alipore, Police Station - Jadavpur, District: South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C), in the K.M.C. Ward No. 102, being the K.M.C. **Premises No. 54, Chittaranjan Colony, Assessee No. 31-102-06-0054-1**, and **Postal Address 1E/7A, Chittaranjan Colony**, P.O. Jadavpur University, Kolkata - 700032, and entire this property hereinafter collectively called and referred to as the **said premises**.

AND WHEREAS said Anil Dasgupta alias Anil Baran Dasgupta died intestate on 12/09/2004, leaving behind his legal heirs i.e. his wife namely Smt. Arati Dasgupta, one daughter namely Smt. Aditi Dasgupta and one son namely Sri Sankhanad Dasgupta (the Owner herein), who jointly inherited the **said premises**, as per the Hindu Succession Act, 1956;

AND WHEREAS said Arati Dasgupta died intestate on 06/06/2009, leaving behind her only legal heirs i.e. her said daughter Smt. Aditi Dasgupta and son Sri Sankhanad Dasgupta, who became joint owners of the undivided share of their mother

Arati Dasgupta in the **said premises** by inheritance, as per the Hindu Succession Act, 1956,

AND WHEREAS by aforesaid facts, Smt. Aditi Dasgupta and Sri Sankhanad Dasgupta, became **joint owners**, seize and possess of the **said premises** situated at the K.M.C. **Premises No. 54, Chittaranjan Colony**, within the K.M.C. **Ward No. 102**, P.S. Jadavpur and **Postal Address 1E/7A, Chittaranjan Colony**, P.O. Jadavpur University, Kolkata - 700032, which is morefully described in the **SCHEDULE "A"** hereunder written, each had undivided 50% share on the said premises;

AND WHEREAS said Smt. Aditi Dasgupta gifted conveyed and transferred her undivided 50% share on the **said premises** in favour of her brother Sri Sankhanad Dasgupta, by a registered **Deed of Gift** dated **27/09/2021** and registered in the Office of the Additional District Sub-Registrar at Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 1605-2021, Pages from 103555 to 103580, **Being No. 160502466, for the year 2021.**

AND WHEREAS thereafter Sri Sankhanad Dasgupta **mutated** his name with the Kolkata Municipal Corporation (K.M.C.) in respect of the aforesaid property and it is recorded as the K.M.C. **Premises No. 54, Chittaranjan Colony** and **Assessee No. 31-102-06-0054-1**, in the K.M.C. **Ward No. 102**, Kolkata-700032.

AND WHEREAS in pursuance of the aforesaid facts, Sri Sankhanad Dasgupta, the Land Owner herein is now absolute sole owner, seize and possess of one piece and parcel of land measuring about 03 (Three) Cottahs 02 (Two) Chittaks 00 (Zero) Sq.ft. more or less together with two storied building standing thereon, lying and situated in E.P. No. 388, S.P. No. 415/1, in C.S. Plot No. 178(P), Mouza - Rajapur, J.L. No. 23, Sub-Registration Office at Alipore, Police Station - Jadavpur, District South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.), in the K.M.C. **Ward No. 102**, being the K.M.C **Premises No. 54, Chittaranjan Colony, Assessee No. 31-102-06-0054-1**, and **Postal Address 1E/7A, Chittaranjan Colony**, P.O. Jadavpur University, Kolkata - 700032.

AND WHEREAS being desirous of the promotion work of his said premises the **Owner herein** entered into a registered Development Agreement alongwith Development Power of Attorney dated 11.01.2022, registered at A.D.S.R. Alipore, South 24 Parganas and recorded into Book No.1, Deed No.64 for the year 2022 with the Developer namely **S.S. Enterprise**, a Proprietorship firm having its office at J/27, Baghajatin Pally, P.O. Jadavpur University P.S.

Jadavpur, Kolkata – 700 032, represented by its sole Proprietriess namely **Smt. Snigdha Saha**, wife of Sri Sumantra Saha, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at J/27, Baghajatin Pally, P.O. Jadavpur University P.S. Jadavpur, Kolkata – 700 032, and thereafter the said Developer has taken the sanction of the **Ground Plus Three Storied Building Plan with lift facility** vide Building Permit No.2022120548 dated 13.03.2023 from The Kolkata Municipal Corporation.

AND WHEREAS for the smooth running of the" said project, the Land Owner herein agreed to execute a registered Development Power of Attorney, by which the Land Owner herein has appointed and nominated **S.S. Enterprise** as her Constituted Attorney and new Developer, to act on behalf of the Land Owner and also for entering into an agreement for sale in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the Owner and also for to appear before any Registrar of Assurances, District Registrar, Sub- Registrar, Additional District Sub-Registrar or other offices or authorities haying jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on my behalf and to do all other acts and deeds in that behalf developer may deem necessary, expedient and proper.

AND WHEREAS originally the land measuring an area of **03 (Three) Cottahs 02 (Two) Chittaks 00 (Zero) Sq.ft. more or less situated in E.P. No. 388, S.P. No. 415/1, in C.S. Plot No. 178(P), Mouza - Rajapur, J.L. No. 23, Police Station Jadavpur, District: South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.), in the K.M.C. Ward No. 102, being the K.M.C. Premises No. 54, Chittaranjan Colony, Assessee No 31-102-06-0054-1, and Postal Address 1E/7A, Chittaranjan Colony, P.O. Jadavpur University, Kolkata - 700032**, belongs to the Land Owner as mentioned herein above. .

AND WHEREAS the **DEVELOPER** herein has agreed to make the construction of the proposed new Ground Plus Three Storied residential building with lift facility and the **DEVELOPER** has declared the Owners' Allocated portion in the building as mentioned in the said registered Development Agreement dated 11.01.2022 and accordingly

the entire **OWNER'S** Allocation as described in the Schedule B of the said Development Agreement.

AND WHEREAS the entire **DEVELOPER'S Allocation as described in the Schedule D** of the said registered Development Agreement dated 11.01.2022.

AND WHEREAS the West Bengal Government introduced the **new Promoter and Builder Law** as per The West Bengal Real Estate (Regulation and Development) Act, 2016 and also The West Bengal Real Estate (Regulation and Development) Rules, 2021. The **DEVELOPER** has now taken the registration of this project under this Act and Building Rules vide Registration No. _____ dated _____ and the **DEVELOPER** has also taken registration of GST. As per said Act the registration of the flat shall be done on Carpet area which has been described in this deed accordingly.

AND WHEREAS the Flat and Car Parking Space as mentioned in the SCHEDULE - B below are of Developer's allocated portion and the **DEVELOPER** has received the entire sale proceeds i.e. consideration amount from the intending Purchaser herein.

AND WHEREAS during construction of the building the **PROMOTER/ DEVELOPER** declared to sell the flats etc. with habitable use of the **DEVELOPER'S ALLOCATION** and the **PURCHASER** herein knowing the same and also after satisfaction of the title of the property agreed to purchase one residential **Apartment/Flat/Unit No. ___ having carpet area of ___ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area ___ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of ___ Square Feet** corresponding to total built up area of unit ___ **Square Feet** and corresponding to total **Super built up/Saleable area of ___ Square Feet more or less** on the _____ **Floor, _____ side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1

Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. __** on the **Ground Floor** of the said building measuring an area of **Sq.ft.** more or less on satisfaction of the **PURCHASER** regarding the specification of the flat and its area and also right to use all common service area and other facilities and also right to use the common portions, space and right of common use of the common passage, stair-case, lift, landings etc. as well as roof for the service purpose and the other necessary easement rights as described in the **SCHEDULE "C"** hereunder written and undivided proportionate share of land as described in the **SCHEDULE "A"** below.

AND WHEREAS both the **VENDORS** and the **PROMOTER/DEVELOPER** agreed to sell and convey the said **Flat No. __** and the **PURCHASER** agrees to purchase the said **Flat No. __** situated on the _____ **Floor**, _____ **side** of the building togetherwith **one Car parking Space No. __** on **Ground Floor** of the said building as described in the **SCHEDULE "B"** below togetherwith undivided proportionate share of land as described in the **SCHEDULE "A"** below and also right to use all common rights and facilities as described in the **SCHEDULE "C"** for a total consideration price of **Rs. _____ /- (Rupees _____) only** free from all encumbrances, liabilities, whatsoever, which is under **PROMOTER/DEVELOPER /CONFIRMING PARTY'S Allocation.**

AND WHEREAS the **PROMOTER/DEVELOPER** entered into an Agreement for Sale dated _____, with the **PURCHASER** and the **DEVELOPER** has agreed to sell the **PURCHASER** the said **Apartment/Flat/Unit No. __** having carpet area of _____ **Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area _____ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of _____ Square Feet** corresponding to total built up area of unit _____ **Square Feet** and corresponding to total **Super built up/Saleable area of _____ Square Feet more or less** on the _____ **Floor**, _____ **side** of the building and the flat is

consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. __** on the **Ground Floor** of the said building measuring an area of **Sq.ft.** more or less and the **PROMOTER/DEVELOPER** herein has agreed to sell the **PURCHASER ALL THAT** said **Flat No. __** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. __** on the **Ground Floor** of the said building as described in the **SCHEDULE "B"** hereunder written right to use all common rights and common services as described in the **SCHEDULE "C"** below and undivided proportionate share of land morefully as described in the **SCHEDULE "A"** and the said flat alongwith the balcony of the building has been built up in accordance with the said sanctioned residential building plan and discuss to acquire and possess the said flat togetherwith one Car Parking Space of **Rs. _____ /- (Rupees _____) only** for a total consideration towards the proportionate cost of land and cost of construction of the said flat togetherwith Car Parking Space and the entire cost of the said flat togetherwith Car Parking Space have been taken only by the **PROMOTER/DEVELOPER** as the said flat and Car Parking Space is of Developer's Allocation.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale dated _____ , in consideration of the said sum of **Rs. _____ /- (Rupees _____) only** of which the entire consideration of **Rs. _____ /- (Rupees _____) only** paid by the **PURCHASER** to the **CONFIRMING PARTY/DEVELOPER** on or before execution of this Deed only on different dates as described in the Memo of Consideration of which receipts have been issued totalling **Rs. _____ /- (Rupees _____) only** and the receipt whereof the **PROMOTER/DEVELOPER** hereby acknowledges and admits and/or for the same and every part thereof both truly

acquit release and forever discharge the **PURCHASER** of all his liabilities thereof and it is noted that the entire consideration money of **Rs. _____ /- (Rupees _____) only** against the said flat and Car Parking have been received by the **DEVELOPER/ CONFIRMING PARTY** and both the **VENDORS** and the **CONFIRMING PARTY/DEVELOPER** as beneficial owners and party respectively do hereby grant, convey, transfer, assigns, assure unto the said **PURCHASER** free from all encumbrances **ALL THAT** the undivided proportionate share of interest in the said land morefully and more particularly described in the **SCHEDULE "A"** hereunder written together with a complete **Apartment/Flat/Unit No. ___ having carpet area of ___ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area ___ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of ___ Square Feet** corresponding to total built up area of unit ___ **Square Feet** and corresponding to total **Super built up/Saleable area of ___ Square Feet more or less** on the _____ **Floor, _____ side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ___** on the **Ground Floor** of the said building measuring an area of **Sq.ft.** more or less as described in the **SCHEDULE "B"** below and undivided proportionate share of land as mentioned in the **SCHEDULE "A"** hereunder written constructed at the cost and expenses of the **PURCHASER TO HAVE AND TO HOLD** the said Flat togetherwith right to use the undivided share of land, staircases, common-land, roof of the building, water supply lines and other common paths and drains and sewerages, equipments and installation and fixture and passages and stair appertaining to the said building situated **within the K.M.C. Ward No. 102, known as K.M.C. Premises No. 54, Chittaranjan Colony, Assessee No 31-102-06-0054-1, and Postal Address 1E/7A, Chittaranjan Colony, P.O. Jadavpur**

University, Kolkata - 700032, as mentioned in the **SCHEDULE “B” AND “C”** hereunder written herein comprised and hereby granted conveyed, transferred, assigned and assured and every part or parts thereof respectively together with there and every or their respective rights and appurtenance whatsoever unto the said **PURCHASER** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER** with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said complete **Flat No. ___** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ___** on the **Ground Floor** of the said building and right to use all common rights and proportionate land share as morefully described in the **SCHEDULE “B” AND “C”** hereunder written.

AND IT IS HEREBY AGREED AMONG THE OWNERS/VENDORS, PROMOTER/DEVELOPER /CONFIRMING PARTY AND THE PURCHASER :-

1. The **PURCHASER** shall be entitled to all rights, privilege vertical and lateral supports easements quasi easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said **Flat No. ___** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ___** on the **Ground Floor** of the said building for usually hold used occupied or enjoyed or reputed so to be or known as part and parcel thereof or appertaining thereto.
2. The **PURCHASER** shall be entitled to the right of access in common with the **OWNERS/VENDORS** and/or other occupiers of the said building at all times and for all normal

purposes connected with the use and enjoyment of the said building.

3. The **PURCHASER** and her agents and nominees shall also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said **Flat No. ___** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ___** on the **Ground Floor** of the said building pathways comprised with the said building and Premises or passages and that nothing therein contained the **VENDORS/ PROMOTER/DEVELOPER** shall permit the **PURCHASER** or any person deriving title under the purchase but the **PURCHASER** or her servants nominees, employees invitees shall not obstruct the common portion of the building in any way by parking vehicles, deposit of materials, rubbish or otherwise to any other flat owners of the building or holding including the **VENDOR**.
4. The **PURCHASER** shall have the right of protection of the said flat to be kept safe and perfect of all portions of the said **Flat No. ___** situated on the _____ **Floor, _____ side** of the building including the entire premises.
5. The **PURCHASER** shall also be entitled to the right of passage _____ in common as aforesaid of taking, gas, electricity water to the said flat through pipes drains, wires and common spaces lying or being under or through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said flat for the purpose whatsoever.
6. The **PURCHASER** shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises

for the purpose of repairing so far as may be necessary such as pipes, drains and common spaces aforesaid and for the purpose of building repair or cleaning part or part of the said **Flat No. ___** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ___** on the **Ground Floor** of the said building.

THE OWNERS/VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-

1. That the **VENDORS** have the absolute authority of the land and so the **VENDORS** have good rightful power and absolute authorities to grant, convey, transfer, assign and assure the undivided proportionate share of land pertaining to the said **Flat No. ___** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ___** on the **Ground Floor** of the said building and also together with right to use common stair-case and other common portions/parts and open spaces, paths and passages in the said building.
2. It shall be lawful for the **PURCHASER** from time to time and at all times hereafter to enter into and upon hold and enjoy the said **Apartment/Flat/Unit No. ___** **having carpet area of ___ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area ___ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of ___ Square Feet** corresponding to total built up area of unit ___ **Square Feet** and corresponding to total **Super built up/Saleable area** of _____ **Square Feet more or less** on the _____ **Floor, _____ side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ___** on the **Ground Floor** of the

said building measuring an area of **Sq.ft.** more or less and right of use all common open places and other services of the building with stair cases and other common parts and passages in the said building and every part thereof morefully described in the **SCHEDULE "B" AND "C"** hereunder written and to receive the rents, issues and profits thereof and have full power, right and authority to sell, transfer, mortgage, lease, dispose of the said flat and balcony without any interruption disturbances claims or demands whatsoever from or by the **VENDORS** or **CONFIRMING PARTY** herein of any person or persons claiming through under or in the trust for them.

3. The said Flat on _____ **Floor**, _____ **side** being **Flat No.** ___ of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No.** ___ on the **Ground Floor** of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever.
4. The **VENDORS** and the **CONFIRMING PARTY** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASER** makes do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said proportionate undivided share of land pertaining to the said **Flat No.** ___ situated on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No.** ___ on the **Ground Floor** of the said building and also togetherwith common stair case and other common open parts and services, paths and passages respectively and every part thereof unto the

PURCHASERS in manner aforesaid as shall or may be reasonably required **AND** that the **VENDORS** and/or **CONFIRMING PARTY** shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the **PURCHASER** produce or cause to be produced to the **PURCHASER** or to her attorney or agent at any trial, commission, examination or otherwise occasion shall require any of the Deed or Deeds, Documents and writings which are in their possession or power relating to the said undivided proportionate share of land and the **CONFIRMING PARTY** shall deliver to the **PURCHASER** all the attested or other copies of extract and/or from the said deeds, documents and writings.

THE PURCHASER DO HEREBY COVENANT WITH THE OWNERS/ VENDORS AND THE DEVELOPER/CONFIRMING PARTY AS FOLLOWS:-

1. So long as the said **Flat No.** ___ situated on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No.** ___ on the **Ground Floor** of the said building along with all common rights and common expenses as described in the **SCHEDULE "B", "C" AND "D"** hereunder written shall not be separately assessed the said **PURCHASER** shall pay from the date of execution of the Deed of Conveyance and/or occupations taken by the **PURCHASER** whichever date is earlier, the proportionate share of Municipal taxes as per apportionment to the extent of the said flat to be made by the **VENDORS** and the **CONFIRMING PARTY** jointly and they also pay the building taxes to the State Government if any proportionately as apportioned by the said **VENDORS** only to the extent of the **PURCHASER'S** flat as mentioned in the **SCHEDULE-'B'** below.

2. The **PURCHASER** shall pay all taxes, rates impositions and other outgoings in respect of the said flat proportionately as may be imposed by the K.M.C. and/or the Central or State Government and shall also pay all such fees or charges or any other taxes or payment of similar nature.
3. The **PURCHASER** shall contribute and pay from time to time and at all times hereafter the proportionate share towards cost expenses, outgoings and maintenance in respect of the enjoyment of the common amenities and common expenses as specified by the Association of the flat owners of the Premises and the same shall be conclusive final and binding on the **PURCHASER** and other flat owners of the building.
4. The **PURCHASER** shall maintain the said **Flat No.** ___ situated on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No.** ___ on the **Ground Floor** of the said building at her own cost in the same good condition (reasonable wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the Government both central and State, the K.M.C. and/or any other Authorities and Local Bodies and also particulars to observe and maintain such rules, Bye-laws framed by Association of Flat Owners for the protection of the building.
5. The said **PURCHASER** doth hereby covenant to keep her said flat inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions and in good repair.
6. The said **PURCHASER** shall not make any such construction of structural alteration of any portion of the building causing any damages to other flats or causing obstruction to other owners of the flats of the building.

7. The said **PURCHASER** shall at her own costs and expenses fix up separate meter connection or meters in the said flat and balcony for electricity power connection to be consumed in the said flat by the **PURCHASER** and the **PURCHASER** shall pay all rates and taxes which may be imposed by the proper authority. The **PURCHASER** shall be entitled to make such interior construction and decoration for her necessities like racks, storage space, gas cylinder spaces, cooking racks etc., without causing any damages to the building.
8. The **PURCHASER** shall have full right and authority to sell, transfer, convey, mortgage, Gift, charges, lease or in any kind of encumber or deal, or dispose of her flat and Car Parking Space and/or her possession or to assign let out or part with this interest possession or benefit of her said **Flat No.** ___ situated on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No.** ___ on the **Ground Floor** of the said building or any part thereof provided the transferee shall agree in writing to observe and perform the covenants herein contained and rules and Bye-laws relating to the said building to be framed by the Association.
9. The **PURCHASER** shall have to carry out the necessary repair which may be pointed out by the Association to be formed as per W.B. Apartment Ownership Act, 1972 to extent of the said flat and balcony which will be applicable to the all the flat owners.
10. The **PURCHASER** shall not use nor caused to be used the said **Flat No.** ___ situated on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No.** ___ on the **Ground Floor** of the said building and or any part thereof in such manner which may likely to cause nuisance or

annoyance to the occupants of other flats of the said building or to the owners or occupiers of adjoining or neighbouring properties nor shall use the same for any illegal or immoral purposes or as a restaurant, workshop and godown.

11. Save and except the said flat and Car Parking Space sold herein, the said **PURCHASER** shall have no claim or right of any nature or kind over or in respect of any other flat and he shall have right to use open spaces and lobbies, stair-case as well as for the purpose of services or the ultimate roof of the building in common with other Flat owners morefully specified in the **SCHEDULE "C"** hereunder written.
12. The said **PURCHASER** shall not bring keep or store in or any part of the said flat inflammable combustibile substance or articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.
13. The **PURCHASER** herein alongwith other Purchaser(s) of the Car Parking Space of the building shall use their individual Car Parking Space by mutual understanding at the time of egress and ingress of his individual Cars without raising objection or creating any hindrances to other Owners of the Car Parking Space on the Ground Floor of the building. The **PURCHASER** shall have no right title or interest in any other flat except Schedule – B flat and Car Parking Space and open land, if any of the said building excepting the using and holding right of the roof along with his Co-Purchasers. The **PURCHASER** hereby declares that he shall not raise any objection if the **DEVELOPER** and the **OWNERS/VENDORS** sell the unsold Car Parking Space/s to any Third Party and/or if the Car Parking Spaces are not sold the same shall be used by the **DEVELOPER** at his will.

14. The **PURCHASER** shall have to pay the monthly maintenance and also the cost of the maintenance/repair of the lift time to time to be fixed up by the flat Owners or by the Association of the Flat Owners of the building to be formed later on and the **PURCHASER** shall have to abide by the decision of the Association.
15. The **PURCHASER** shall use the said flat and Car Parking Space as residential purpose only and keep the peace of the building without creating any nuisance or sound pollution.
16. That the save as the said flat and Car Parking Space and properties proportionate land herein morefully contained the **PURCHASER** shall have no right title or interest in any other flat and open land of the said building excepting the using right of the roof along with his Co-Purchasers. The **PURCHASER** hereby declares and confirms that he has already received the physical possession of the said flat and Car Parking Space from the **OWNERS/VENDORS** with full satisfaction as regards the super built-up area, title of the entire property and construction of the said building.
17. On and from the date of taking physical possession/registration/Completion Certificate whichever is earlier the **PURCHASER** shall have to pay the necessary monthly maintenance charges of the building & also lift and proportionate taxes of their portion of the property as mentioned in the **SCHEDULE – E** below. The **THIRD PART/ DEVELOPER** will be responsible for all types of taxes, duties and charges for the said flat and Car Parking Space as described in the **Schedule – B** below upto the date of handing over of physical possession or registration or Completion Certificate whichever is earlier. The said charges, maintenance etc. shall be fixed up and decided by the association of the Flat Owners of the building to be formed later on and the

PURCHASER shall become the members of that association and also have to abide by the decision of the association as well as restrictions of the building as mentioned in the **SCHEDULE – D** below.

AND FURTHER more that the **VENDORS** and the **CONFIRMING PARTY** and all their heirs executors and administrators representatives shall at all times hereinafter indemnify and keep indemnified the **PURCHASER** and his heirs and executors, administrators and assigns against loss, damages, costs, charges expenses, if it is suffered by reasons of any defect in the title of the **VENDORS** and the **CONFIRMING PARTY** or any breach of the covenants hereafter contained. Simultaneously, with the execution and registration of the conveyance of the said flat together with one Car Parking Space the **VENDORS** and the **DEVELOPER** shall hand over the **PURCHASER** the necessary Xerox copies of documents such as The Kolkata Municipal Corporation Tax Receipts, copy of the sanctioned building plan, copies of all other deeds etc. for perfection of the **PURCHASER'S** title.

THE SCHEDULE ABOVE REFERRED TO
SCHEDULE - 'A'

ALL THAT piece and parcel of one plot of homestead land measuring about **03 (Three) Cottahs 02 (Two) Chittaks 00 (Zero) Sq.ft.** more or less whereon a residential **Ground Plus Three Storied building plan with lift facility** is being erected as per Building Permit No.2022120548 dated 13.03.2023 sanctioned by The Kolkata Municipal Corporation Borough Office – XII situated in E.P. No. 388, S.P. No. 415/1, in C.S. Plot No. 178(P), Mouza - Rajapur, J.L. No. 23, Sub-Registration Office at Alipore, **Police Station Jadavpur, District: South 24-Parganas**, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.), in the K.M.C. **Ward No. 102**, being the K.M.C. **Premises No. 54, Chittaranjan Colony, Assessee No 31-102-06-0054-1**, and **Postal Address 1E/7A, Chittaranjan Colony**, P.O. Jadavpur University, Kolkata - 700032, together with all easement rights including free right of egress and ingress and right to take water connection, sewer and drainage connection, electric, gas, telephone line connection, etc over and beneath the adjacent roads and the entire property is butted and bounded by as follows.

ON THE NORTH : E.P. No. 385;
ON THE SOUTH : 8'-5" wide K.M.C. maintained Road,
ON THE EAST : E.P. No. 389,
ON THE WEST : 16' feet wide K.M.C. maintained Road.

SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT piece and parcel of one residential **Apartment/Flat/Unit No. ___ having carpet area of ___ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area ___ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of ___ Square Feet** corresponding to total built up area of unit ___ **Square Feet** and corresponding to total **Super built up/Saleable area of _____ Square Feet more or less** on the _____ **Floor, _____ side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. __** on the **Ground Floor** of the said building measuring an area of **Sq.ft.** more or less and also together with proportionate undivided share of land measuring an area of **03 (Three) Cottahs 02 (Two) Chittaks 00 (Zero) Sq.ft. more or less** situated in **E.P. No. 388, S.P. No. 415/1, in C.S. Plot No. 178(P), Mouza - Rajapur, J.L. No. 23, Police Station Jadavpur, District: South 24-Parganas, also within the K.M.C. Ward No. 102, being the K.M.C. Premises No. 54, Chittaranjan Colony, Assessee No 31-102-06-0054-1, and Postal Address 1E/7A, Chittaranjan Colony, P.O. Jadavpur University, Kolkata - 700032** and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **SCHEDULE 'D'** hereunder written and the sold Flat together with Car Parking Space is shown in the annexed Plan by Red border line.

SCHEDULE 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND SERVICES)

1. All stair-cases on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Roof of the building is for the purpose of common services and parapet wall on the roof.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Electricity service and electricity main line wirings and common electric meter space and lighting and main electric meter.
8. Drainages and sewerages of the building.
9. Boundary walls and main gate of the Premises.
10. Such other common parts, alike, equipments, installations, fixtures, and fittings and open spaces in or about the said building.
11. Vacant space, Watch Man's room and W.C. in the Ground Floor of the building.
12. Lift of the building.
13. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.

THE SCHEDULE "D" ABOVE REFERRED TO
(MAINTENANCE /COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Premises Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owners may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.

12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
16. The Purchase maintenance and renewal of fire fighting appliances, if required and the common equipment as the Owners may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Holding Organisation it is reasonable to provide.

IN WITNESS WHEREOF the parties have put their signature hereto the day, month and year first above written.

SIGNED, SEALS AND DELIVERED

by the within the names **PARTIES** at Calcutta in the presence of :

1.

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE PROMOTER
DEVELOPER/CONFIRMING PARTY

MEMO OF CONSIDERATION

RECEIVED the sum of **Rs.** _____ /- (**Rupees** _____) only from the within mentioned **PURCHASERS** against the within mentioned Apartment/Flat/Unit No. _____ on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No.** ____ on the **Ground Floor** of the said building **within jurisdiction of the K.M.C. Ward No. 102, being the K.M.C. Premises No. 54, Chittaranjan Colony, Assessee No 31-102-06-0054-1, and Postal Address 1E/7A, Chittaranjan Colony, P.O. Jadavpur University, Kolkata - 700032**, in the manner followings :-

Sl. No	Cheque No./Draft No.	Date	Name of the Bank & Branch	Amount (Rs.)

Rs.

Total _____ :

(Rupees _____) only
WITNESSES :

1.

S. S. Enterprise

Snigdha Saha
Proprietor

SIGNATURE OF THE PROMOTER
DEVELOPER/CONFIRMING PARTY

2.