

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, **TWO THOUSAND AND TWENTY-FOUR (2024)**.

**-BETWEEN-**

**(1) SRI. KAUSTAV MALLICK (PAN NO. APIPM6549M)** Son of K. C. Mallick, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at Arabindanagar, P.O.- Midnapore, P.S.- Kotwali, District- West Midnapore, West Bengal,

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**(2A) SRI. PRADIP KUMAR PAUL (PAN NO. AEJPP3371C) (AADHAAR NO. 9948 0477 0442)** son of Late Probodh Chandra Paul, by Occupation- Retired Person, residing at 50, B. T. Road, P.O. & P.S. Sinthee, Kolkata-700050, **(2B) SRI. AMAL KUMAR PAUL (PAN NO. AFKPP0623D) (AADHAAR No. 4637 6321 0137)** son of Late Probodh Chandra Paul, by Occupation- Retired Person, residing at 50, B. T. Road, P.O. & P.S. Sinthee, Kolkata 700050, **(2C) SMT. SHOVARA MONDAL (PAN NO. CADPM8670B) (AADHAAR NO. 5065 3774 6360)** Daughter of Late Probodh Chandra Paul, by Occupation Housewife, residing at 311/5/1, Nagendra Nath Road, P.O. P.S. Dum Dum, Kolkata 700028, District- North 24 Parganas, West Bengal, **(3A) SRI. SUBHAS CHANDRA PAUL (PAN NO. CTMPP2804G) (AADHAAR NO. 4537 9814 9748)** Son of Late Bijon Bihari Paul, by Occupation Business, residing at 50, B. T. Road, P.O. & P.S. Sinthee, Kolkata 700050, West Bengal, **(3B) SRI. ASHOKE KUMAR PAUL (PAN NO. AFAPP0024N) (AADHAAR NO. 8392 0559 4891)** Son of Late Bijan Behari Paul, by Occupation- Retired Person, residing at A-40, Gitanjali Park, P.O. Ariadaha, P.S. Belgharia, Kolkata 700057, District North 24 Parganas, West Bengal, **(3C) SRI. DILIP PAUL @ SRI DILIP KUMAR PAUL (PAN NO. BSCPP7860A) (AADHAAR NO. 6529 3820 8195)** Son of Late Bijon Behari Paul, by Occupation Business, residing at 50, B. T. Road, P.O. & P.S. Sinthee, Kolkata 700050, West Bengal, **(3D) SRI. DIPAK PAUL @ DIPAK KUMAR PAUL (PAN NO. BPJPP8986H)** son of Late Bijan Behari Paul, by Occupation Business, residing at 50, B. T. Road, P.O. & P.S. Sinthee, Kolkata 700050, West Bengal, **(3E) SRI. SISIR KUMAR PAUL (PAN NO. DEIPP1882N) (Aadhaar No. 853601083661)** Son of Late Bijon Behari Paul, by Occupation Business, residing at 50, B. T. Road, P.O. & P.S. Sinthee, Kolkata 700050, West Bengal, hereinafter referred to as the **“OWNERS”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART.**

The OWNERS are represented by their **Constituted Attorney** namely "**M/S. BALAJI CREATION** a Partnership Firm having its registered office at 28, Ramlal Banerjee Road, P.O.& P.S. Baranagar, Kolkata -700036, District- North 24 Parganas, West Bengal, represented by its partners namely **(1) SRI. TIRTHA BISWAS (PAN NO. AGRP9383J)** son of Late Asit Biswas, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 54/10, Satchasi Para Road, P.O. & P.S. Cossipore, Kolkata 700002, **(2) SRI. SANKAR DEB (PAN NO. AHAPD0870G)** son of Late Sambhu Nath Deb, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 36, Ramlal Banerjee Road, P.S. Baranagar, Kolkata 700036, District- North 24 Parganas, West Bengal, **(3) SRI. KSHITISH CHANDRA PANCHADHYEE (PAN NO. AFPPP9453A)** son of Nani Gopal Panchadhyee, by faith Hindu, by Occupation- Business, by Nationality- Indian, residing at 15E, Gopal Chatterjee Road, P.O. & P.S.- Cossipore, Kolkata - 700002, West Bengal, by virtue of several registered Development Power of Attorney (After registered Development Agreement) which are as follows:

1. Development Power of Attorney (After registered Development Agreement), dated 15<sup>th</sup> day of December, 2020, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506-2020, Pages from 344860 to 344882, being No. 150607394 for the year 2020.
2. Development Power of Attorney (After registered Development Agreement), dated 15<sup>th</sup> day of December, 2020, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506-2020, Pages from 344883 to 344917, being No. 150607395 for the year 2020.

**AND**

**M/S BALAJI CREATION (PAN NO. AAVFB7913N)** a Partnership firm having its registered office at 28, Ramlal Banerjee Road, P.O. & P.S.- Baranagar, Kolkata- 700036, represented by its partners **(1) SRI. TIRTHA BISWAS (PAN NO. AGRP9383J)** son of Late Asit Biswas, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 54/10,

Satchasi Para Road, P.O. & P.S. Cossipore, Kolkata 700002, **(2) SRI. SANKAR DEB (PAN NO. AHAPD0870G)** son of Late Sambhu Nath Deb, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 36, Ramlal Banerjee Road, P.S. Baranagar, Kolkata 700036, District- North 24 Parganas, West Bengal, **(3) SRI. KSHITISH CHANDRA PANCHADHYEE (PAN NO. AFPPP9453A)** son of Nani Gopal Panchadhyee, by faith Hindu, by Occupation- Business, by Nationality- Indian, residing at 15E, Gopal Chatterjee Road, P.O. & P.S.- Cossipore, Kolkata - 700002, West Bengal, hereinafter referred to as the “**DEVELOPER**” (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**.

**-AND-**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the “Allottee” (which

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr./Ms. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[ If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

## **PART - A**

### **WHEREAS**

1. One Ganapati Sur and one Kartick Chandra Sur, both since deceased jointly seized and possessed of an undivided 8/9th share of Premises No. 53, B. T. Road & 54/A, B.T. Road, Kolkata - 700050 and also the

absolute owner of the Premises Nos. 51, B. T. Road, 51/1, B. T. Road and 173B, South Sinthee Road P.S. - Cossipore, Kolkata - 700050 and one Smt. Durgamoni Sur was the owner of the rest 1/9th undivided portion of Premises No. 53 and 54/A, B. T. Road, P.S. Cossipore, Kolkata 700050 with all right, title and interest whatsoever being free from all encumbrances.

2. While the aforesaid Ganapati Sur, Kartick Chandra Sur and Smt. Durgamoni Sur jointly and collectively seized and possessed of the aforesaid properties as "Ejmali" with all right title and interest whatsoever subsequently some disputes and differences crop up amongst the aforesaid co-sharers regarding use, possession and peaceful enjoyment of the said joint properties, resulting which one of the co-shares namely Kartick Chandra Sur, on the 9th day of June 1969 filed a suit for partition and administration in respect of the aforesaid properties being numbered as Title Suit No. 54 of 1969 (Kartick Chandra Sur vs Ganapati Sur and Smt. Durgamoni Sur) in the then 1 Court of the Learned Assistant District Judge at Alipore, 24 Parganas.
3. During the pendency of the said Title Suit No. 54 of 1969, one of the co- sharers, Kartick Chandra Sur died intestate on the 10th day of September, 1975 leaving behind him surviving sole widow Smt. Malina Sur and two daughters namely (1) Miss Krishna Sur and (ii) Smt. Deepali Mallick wife of Dr. K. C. Mallick who jointly and collectively according to the Hindu Succession Act, 1956 became the owners of the estate left by the aid deceased Kartick Chandra Sur each having undivided one third share therein and they were duly substituted in place and stead of the said deceased Kartick Chandra Sur in the said Title Suit No. 54 of 1969 in the 1st Court of the Ld. Assistant District Judge at Alipore, District 24 Parganas.

4. During the pendency of the aforesaid partition suit one of the co-sharers Ganapati Sur died intestate on the 29th day of May, 1973 leaving behind him surviving sole widow Smt. Mrinalini Sur three sons, namely (i). Biswaspati Sur, (ii) Sambhupati Sur, (iii) Alokpati Sur and five daughters namely i) Smt. Ila Ghosh, wife of Sital Chandra Ghosh ii) Sandhya Neogy wife of Ambuj Neogy, iii) Smt. Arati Ghosh wife of Pran Nath Bikash Ghosh, iv) Smt. Provati Paul wife of Ashoke Paul and v) Miss Bharati Sur who jointly and collectively according to the Hindu Succession Act, 1956 become the owners of the estate left by the said deceased Ganapati Sur and they were duly substituted in place and stead of the said deceased Ganapati Sur in the said Title Suit No. 54 of 1969, in the 1st Court of the Ld. Assistant District Judge Alipore 24 Parganas.
5. After lapse of few years on the basis of a compromising petition filed by the parties concerned the said partition and administration suit being Title Suit No. 54 of 1969 in the 1<sup>st</sup> Court of the Ld. Assistant District Judge at Alipore 24 Parganas was decreed finally on the 27th day of February 1989 in terms of the said compromise petition.
6. The said Smt. Malina Sur wife of Late Kartick Chandra Sur deceased on 14/10/1990.
7. Said Smt. Deepali Mallick wife of Dr. K. C. Mallick and daughter of the Late Kartick Chandra Sur and Miss Krishna Sur daughter of the Late Kartick Chandra Sur were jointly and collectively allotted a piece and parcel of land measuring more or less. 4 Cottahs 1 Chittack comprised in Premises No. 51, B. T. Road, P.S. - Cossipore, Kolkata 700050 and also 13 Cottah land more or less comprised in Premises No. 53 and 54A, B. T. Road, Kolkata 700050 and the same were mentioned in the Schedule 'A' and shown in a mpa or plan annexed with the said final decree in T. S. No. 54 of 1969, passed by the 15 Court of the Ld. Assistant District Judge Alipore, 24 Parganas.

8. During the pendency of the said suit and before the final decree was passed as referred hereinabove Smt. Malina Sur died intestate on 14/10/1990 leaving behind her surviving two daughters namely Smt. Deepali Mallick and unmarried Miss Krishna Sur as her legal heirs and successors AND the undivided one third share of the said deceased Malina Sur devolved upon her said two daughters in undivided equal shares.
9. By virtue of the said final decree as partly recited hereinabove the said Smt. Deepali Mallick and Miss Krishna Sur jointly became the absolute owners in undivided equal shares in respect of the said total land measuring more or less 4 (Four) Cottah 1 Chittacks being the 'combined portion of Premises No. 51, B. T. Road, Kolkata - 700050 with all right title and interest and mutated their names in the assessment record of the Kolkata Municipal Corporation.
10. On 09/08/2006 one of the co-owner Deepali Mallick died intestate leaving behind her only son Kaustav Mullick is the legal heirs and successors of Late legal heirs and successors of Late Dipali Mallick.
11. The aforesaid Miss Krishna Sur and Kaustav Mullick became the joint owner of undivided equal shares in respect of the said total land measuring more or less 4 (Four) Cottah 1 (One) Chittack being the combined portion of Premises No. 51, 13. T. Rond, Kolkata 700050 and mutated their names in the assessment record of Kolkata Municipal Corporation and paid all taxes in their names.
12. One co-owner Miss Kirshna Sur died intestate on 28/02/2019 she was unmarried in her life time.
13. The said Kaustav Mullick has become the absolute owner of the said Premises No. 51, B. T. Road, Kolkata 700050 total land measuring about 4 (Four) Cottah 1 (One) Chittacks more or less and mutated



his name in the assessment record of Kolkata Municipal Corporation as absolute owner and paid all taxes in his name being Premises No. 51, B. T. Road, P.S. Cossipore, Kolkata 700050, under Ward No. 2, being Assessee No. 110020100059, within the jurisdiction of P.S. Cossipore now Sinthee.

14. The Owners No. 1 herein are desirous to develop the said property and to construct a multi storied building with lift facility after demolishing of existing structure on the said property but could not do it themselves and the developer herein knowing the intention of the owners and approached the said owners to authorize them to develop the said property and accordingly the Owners No. 1 and the Developer herein have entered into a registered Development Agreement dated 15<sup>th</sup> December, 2020, registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District-North 24 Parganas and recorded in Book No. I, Volume No. 1506-2020, Page from 344033 to 344067, being No. 150607370 for the year 2020, for the purpose of construction of multi-storied building on the said premises and according to other terms and conditions as contained therein.
15. Thereafter, the owners no. 1 executed and registered a Development Power of Attorney (After registered Development Agreement), dated 15<sup>th</sup> day of December, 2020, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506-2020, Pages from 344860 to 344882, being No. 150607394 for the year 2020, in favour of the developer herein with certain terms and conditions as mentioned therein.

**PART- B**

16. One Smt. Amrita Moni Dasi purchased undivided piece and parcel of land measuring 3 Cottahs more or less under Lot A, lying and situated at Mouza- Sinthee Uttar Para, Division 1, Sub Division 14, Holding No. 171/172, P.S Cossipore, District 24 Parganas from Sri Durga Charan Sur by way of a Deed of Sale dated 26/09/1913.
17. After such purchase said Amrita Moni Dasi was the owner of the said property due to demarcated property she amicably partition her plot of land with another co- owner of the adjacent plot holder namely Amulya Charan Sur and Prannath Sur by a way of Deed of Partition in Bengali language, dated 22/08/1921 registered at Cossipore Dum Dum recorded in Book No. 1, Volume No: 11, Pages 175 to 178, being No. 789, for the year 1921.
18. After such Deed of Partition dated 22/08/1921, Deed No. 789/1921 said Amrita Moni Dasi absolute owner of ALL THAT piece and parcel of land measuring about 3 Cottahs more or less lying and situated at Mouza Sinthee Uttar Para, Division 1, Sub Division 14, Premises No. 50, B. T. Road, P.S.- Cossipore, Calcutta 700050 and she enjoyed the said property peaceably.
19. During the course of her enjoyment she died intestate leaving behind her two sons namely Satkari Paul & Kalicharan Paul as per Succession Act. It is pertinent to mention here that the husband of said Amrita Moni Dasi namely Hiralal Paul predeceased before the death of said Amrita Moni Dasi.
20. After such sad demise of Amrita Moni Dasi her legal heirs Satkari Paul alias Satcowri Paul & Kalicharan Paul were the joint owners of the said ALL THAT piece and parcel of land measuring about 3 Cottahs more or less lying and situated at Mouza Sinthee Uttar Para, Division 1, Sub Division 14, Premises No. 50, B. T. Road, P.S.

Cossipore, Calcutta 700050 and during the course of their aforesaid enjoyment of the said Satkari Paul alias Satcowri Paul died intestate on 22/10/1969 leaving behind his wife namely Rani Bala Paul and one son namely Probodh Chandra Paul as his only legal heirs and successors.

21. Said Rani Bala Paul and Probodh Chandra Paul became the co-owners of land measuring about 3 Cottahs more or less lying and situated at Mouza Sinthee Uttar Para, Division 1, Sub Division 14, Premises No. 50, B. T. Road, P.S. Cossipore, Calcutta 700050, within Calcutta Municipal Corporation now Kolkata Municipal Corporation.
22. Said Rani Bala Paul also died intestate on 22/05/1974 leaving behind her only son namely Prabodh Chandra Paul and said Prabodh Chandra Paul became the co-owner of undivided share of property measuring about 3 Cottahs more or less lying and situated at Mouza Sinthee Uttar Para, Division 1, Sub Division 14, Premises No. 50, B. T. Road, P.S. Cossipore, Calcutta 700050, within Calcutta Municipal Corporation now Kolkata Municipal Corporation and he enjoyed the property peaceably.
23. During the course of his aforesaid enjoyment of the said property said Probodh Chandra Paul died intestate, on 19/02/1999 leaving behind his wife namely Sefali Paul and two sons namely Pradip Kumar Paul, Amal Kumar Paul and one daughter namely Sovana Mondal and subsequently said Sefali Paul also died intestate on 24/07/2003 leaving behind her two sons namely Pradip Kumar Paul, Amal Kumar Paul and one daughter Sovana Mondal as per Hindu Succession Act 1956 and they became the co-owners of total property measuring 3 Cottah more or less lying and situated at 50, B. T. Road, P.S. Cossipore now Sinthi, Kolkata 700050, Ward No. 002, within the Kolkata Municipal Corporation, Borough No. I.

24. The other co-owner son of Amrita Moni Dasi namely Kali Charan Paul by way inheritance got undivided share of the property and during the course of his enjoyment of the said Kalicharan Paul died intestate on 21/11/1952 leaving behind his son Bijon Behari Paul @ Bijon Behary Paul as his only legal heirs and successors as per Hindu Succession Act, 1956. It is also pertinent to mention here that the wife of said Kalicharan Paul namely Urmila Paul also predeceased (12/06/1946) before the death of said Kalicharan Paul.
25. Said Bijon Behari Paul @ Bijon Behary Paul became the co-owner of property measuring about 3 Cottah more or less lying and situated at 50, B. T. Road, P.S. Cossipore now Sinthi, Kolkata 700050, Ward No. 002, within the Kolkata Municipal Corporation, Borough No. I, by way of inheritance.
26. During the course of his aforesaid enjoyment of the said property said Bijon Behari Paul @ Bijon Behary Paul died intestate on 10/06/1982 leaving behind his wife namely Nilima Paul and five sons namely (1) Subhash Chandra Paul, (2) Ashok Kumar Paul, (3) Dilip Kumar Paul, (4) Dipak Kumar Paul, (5) Sisir Kumar Paul and three daughters namely Suchitra Ghosh, Sumitra Ghosh, Sujata Paul as his only legal heirs and successors and subsequently said Nilima Paul also died intestate on 06/01/2005 leaving behind her five sons namely (1) Subhash Chandra Paul, (2) Ashok Kumar Paul, (3) Dilip Kumar Paul, (4) Dipak Kumar Paul, (5) Sisir Kumar Paul and three daughters namely Suchitra Ghosh, Sumitra Ghosh, Sujata Paul as her only legal heirs and successors as per Hindu Succession Act 1956.
27. By way of inheritance said (1) Subhash Chandra Paul, (2) Ashok Kumar Paul, (3) Dilip Kumar Paul, (4) Dipak Kumar Paul, (5) Sisir Kumar Paul (6) Suchitra Ghosh, (7) Sumitra Ghosh, (8) Sujata Paul became the joint co-owners of land measuring 3 Cottah more or less

lying and situated at Premises No. 50, B. T. Road, P.S. Cossipore now Sinthi, Kolkata-700050, Ward No. 002, within the Kolkata Municipal Corporation, Borough No. I.

28. During the course of, their enjoyment of the said property said Suchitra Ghosh, Sumitra Ghosh, Sujata Paul transferred their undivided share of the said property in favour of Sri Dilip Paul @ Dilip Kumar Paul by way of a Deed of Gift dated 28/09/2020 registered at A. D. S. R. Cossipore Dum Dum, recorded in Book No. I, Volume No. 1506-2020, Pages 245345 to 245372, being Deed No.150605203 for the year 2020.
29. By way of above mentioned Deed and by way of inheritance said Owner Nos. 2A to 3E herein i.e. Sri Pradip Kumar Paul, Sri Amal Kumar Paul, Sovana Mondal, Sri Subhas Chandra Paul, Sri Ashoke Kumar Paul, Sri Dilip Kumar Paul @ Dilip Paul, Sri Dipak Kumar Paul, Sri Sisir Kumar Paul has become the joint owners of the said Premises No. 50, B. T. Road, Kolkata 700050 total land measuring about 3 (Three) Cottahs more or less and mutated their name in the assessment record of Kolkata Municipal Corporation as joint owners and paid all taxes in his name being Premises No. 50, B. T. Road, P.S. – Cossipore now Sinthee, Kolkata - 700050, under Ward No. 2, being Assessee No. 11002010047, within the jurisdiction of P.S. Cossipore now Sinthee.
30. The Owners No. 2A to 3E herein are jointly desirous to develop the said property and to construct a multi storied building with lift facility after demolishing of existing structure on the said property but could not do it themselves and the developer herein knowing the intention of the owners and approached the said owners to authorize them to develop the said property and accordingly the Owners No. 2A to 2E jolintly and the Developer herein have entered into a registered Development Agreement dated 15<sup>st</sup> December,

- 2020, registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506-2020, Pages from 344068 to 344114, being No. 150607371 for the year 2020, for the purpose of construction of multi-storied building on the said premises and according to other terms and conditions as contained therein.
31. Thereafter, the owners no. 2A to 2E executed and registered a Development Power of Attorney (After registered Development Agreement), dated 15<sup>th</sup> day of December, 2020, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506-2020, Pages from 344883 to 344917, being No. 150607395 for the year 2020, in favour of the developer herein with certain terms and conditions as mentioned therein.
32. For the purpose of development in respect of the aforesaid two premises numbers, said the owners herein amalgamated their respective premises numbers into a single premises number and after amalgamation the area of land is 7(Seven) Cottah 1(One) Chittack, and thereafter they also mutated their names in the assessment records of the Kolkata Municipal Corporation in respect of the abovementioned property as absolute lawful owners and the above mentioned property is assessed and re-numbered as Premises No. 50, B. T. Road, P.O. & P.S.- Sinthee, Ward No. 002 of Borough No. I, Kolkata Municipal Corporation, Kolkata- 700050 and are paying taxes and other outgoings to the competent authority regularly time to time.
33. Owners herein jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land total admeasuring 7(Seven) Cottah 1(One) Chittack more or less along with structures standing thereon upon lying and at Premises No.

- 50, B. T. Road, P.O. & P.S.- Sinthee, Ward No. 002 of Borough No. I, Kolkata Municipal Corporation, Kolkata- 700050, West Bengal, hereinafter referred to as the “**said Premises**” and morefully described in the **First Schedule** hereunder written.
34. The Owners herein have mutated their names in the records of the concerned authorities and has been paying the applicable rates and taxes without any default.
35. The Developer has obtained the final layout plan approvals for the Project from the Siliguri Municipal Corporation vide **Sanction Building Permit No. 2023010053 dated 05.08.2023.**
36. The Owners and the Developer pursuant to the Agreement for Development duly commenced the construction of multi-storied buildings comprising of Flats/ Units and Apartments in accordance with the **Sanction Building Permit No. 2023010053 dated 05.08.2023.**, approved by the **Kolkata Municipal Corporation** consisting of several self-contained finished flats/apartments and car parking spaces in respect of the project known as “\_\_\_\_\_”.
37. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on \_\_\_\_\_ under registration no. \_\_\_\_\_.**
38. While in the course of construction the Developer invited offers for purchase of self-contained units/apartments and the Purchasers herein offered to purchase **ALL THAT** the **APARTMENT NO.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor** of the building being **Block-**\_\_\_\_\_, containing \_\_\_\_\_ by \_\_\_\_\_ estimation an area of \_\_\_\_\_ (**\_\_\_\_\_**) **Square Feet** more or less (**Carpet Area**) excluding balcony area of \_\_\_\_\_ (**\_\_\_\_\_**)





\_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Super Built Up Area**), flooring \_\_\_\_\_, situate at the Project known as ' \_\_\_\_\_ ', constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owners and/or Developer assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said unit and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common areas (excluding the roof/terrace) and common facilities in the building for the use occupation and enjoyment of the said unit as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchasers

shall be entitled to the common easements and quasi easements affecting and attached to the Said Unit and/or Unit are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

**THE OWNERS and/or DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-**

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
2. The Purchasers shall hold the said Unit and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.
4. The Owners and/or Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times

hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.

5. The Owners and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Unit and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

**THE PURCHASERS COVENANT/S WITH THE OWNERS AND/OR DEVELOPER AS FOLLOWS:-**

1. The Purchasers admits and accepts that the **OWNERS AND/OR DEVELOPER** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions and the building Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the building thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
2. The Purchasers consents to be a member of the Association of Unit Owners to be formed by the Owners of **UNIT AND/OR UNIT** in the

building for which Purchasers agrees and covenants:

- i) To Co-Operate with The Other Co-Purchaser/s and the **OWNERS AND/OR DEVELOPER** /and /or the Association of Unit Owners in The Management and Maintenance of The Block/Complex/Project.
- ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
- iii) **TO ALLOW** the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners with or without workmen to enter into the said **UNIT AND/OR UNIT** for the purpose of maintenance and repairs.
- iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **UNIT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS AND/OR DEVELOPER** and upon the formation of the association of Unit Owners. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **UNIT AND/OR UNIT** at a later date or the said **UNIT AND/OR UNIT** has been taken possession of or not by the Purchasers.
- v) **TO DEPOSIT** the amounts reasonably required with the **OWNERS AND/OR DEVELOPER** and upon the formation with the association of Unit Owners as the said case may be towards the liability for the rates and taxes and other outgoings.

- vi) **TO PAY** charges for electricity in or relating to the said **UNIT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) **NOT TO** sub-divide the said **UNIT AND/OR UNIT**.
- viii) **NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **UNIT AND/OR UNIT**.
- ix) **NOT TO** throws dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- x) **NOT TO** store or bring and allow to be stored and brought in the said **UNIT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi) **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii) **NOT TO** fix or install air conditions in the said **UNIT AND/OR UNIT** save and except at the places which have been specified in the said **UNIT AND/OR UNIT** for such installation.
- xiii) **NOT TO** do or cause anything to be done in or around the said **UNIT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **UNIT AND/OR UNIT** or adjacent to the said **UNIT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

- xiv) NOT TO** damage or demolish or cause to be damaged or demolished the said **UNIT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv) NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **UNIT AND/OR UNIT** which in the opinion of the **OWNERS AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.
- xvi) NOT TO** installs grill the design of which have not been suggested or approved by the Architect of the Developer.
- xvii) NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **UNIT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii) NOT TO** raise any objection whatsoever to the **OWNERS'/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR DEVELOPER** subject to approval by the concerned authority.
- xix) NOT TO** make in the said **UNIT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNERS AND/OR DEVELOPER** and/or any concerned authority.

- xx)** **NOT TO** raise any objection as and when the Owners and/or Developer erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.
- xxi)** **NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.
- xxii)** **TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** before the formation of the and /or the Association of Unit Owners and after the and /or the Association of Unit Owners is formed.
- xxiii)** **NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.
- xxiv)** **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **UNIT AND/OR UNIT**.
- xxv)** **NOT TO** claims any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owners and/or Developer exercising its right to deal with the same.
- xxvi)** **NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **UNIT AND/OR UNIT**.





with all other units in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by  
the **OWNER, DEVELOPER and**  
**PURCHASERS** at \_\_\_\_\_ in the  
presence of:

**WITNESS:**

1.

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**SIGNATURE OF THE OWNERS  
REPRESENTED BY HIS  
CONSTITUTED ATTORNEY**

2.

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**SIGNATURE OF THE DEVELOPER**

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**SIGNATURE OF THE PURCHASERS**

**RECEIPT**

**RECEIVED** from the within named Purchasers the within mentioned sum  
**Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)only** by way of total  
 consideration money as per Memo below :-

**MEMORANDUM OF CONSIDERATION**

<b>Sl.No.</b>	<b>Date</b>	<b>Cheque No.</b>	<b>Bank</b>	<b>Amount (in Rs.)</b>
			<b>TOTAL</b>	<b>_____/-</b>

(Rupees \_\_\_\_\_)only.

**WITNESS:**

1.

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**SIGNATURE OF THE DEVELOPER**

2.

**Deed prepared and Drafted by:-**