

DEED OF CONVEYANCE

THIS INDENTURE OF SALE is made this the _____ day of _____ ,
Two Thousand and Twenty-four (2024)

BETWEEN

For HOMEMAKERS

Anand Kumar G.
Partner

“**MESSRS HOMEMAKERS**”, (PAN - AADFH2525G), a registered Partnership Firm having its office at K-40, Bose Para, Kamdahari, Post office - Garia, Police Station - Bansdroni, Kolkata - 700 084, represented by its Partners **(1) SRI RAJIB NARAYAN RAY, (PAN - AGCPR6765R)**, son of Sri Priyotosh Narayan Ray, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at K-40, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdroni, Kolkata - 700 084, District – South 24-Parganas and **(2) SRI PRANAB KUMAR GUHA, (PAN – ADYPG2226P)**, , son of Late Ram Dayal Guha, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at K-17, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdroni, Kolkata - 700 084, District – South 24-Parganas, hereinafter called and referred to as the **VENDOR/ DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-office/successors-in-interest executor/executors, administrator/ administrators, representative/ representatives, assign/ assigns) of the **FIRST PART**

AND

(1) _____, (PAN – _____), 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**.

WHEREAS one Sri Jyotish Chandra Mitra, Sri Phani Bhushan Mitra and Sri Manindra Nath Mitra, all sons of Late Kailash Chandra Mitra, inhabitants of Kamdahari, P.S. Sadar Tollygunge, District - 24-Parganas were the joint recorded owners of a big plot of land and property situated in Mouza - Kamdahari, J.L. No. 49, Touzi No. 14, comprising in C.S. Dag No. 439, under C.S. Khatian No. 326, within the then District – 24-Parganas, the then Police Station - Tollygunge Sadar and also other land and property.

AND WHEREAS thereafter said three brothers namely Sri Jyotish Chandra Mitra, Sri Phani Bhushan Mitra and Sri Manindra Nath Mitra sold, conveyed, transferred and granted a plot of land measuring an area of 5 (Five) Cottahs of said Dag and Khatian under

said Mouza - Kamdahari in favour of Smt. Usha Rani Devi, wife of Kumud Chandra Bhattacharya of 86, Raja Nabakishore Street, P.S. Shyampukur, Kolkata for a valuable consideration as mentioned therein by virtue of a registered Deed of Conveyance dated 06.05.1949, registered in the office of Sadar Joint Sub-Registrar of Alipore and entered into Book No. 1, Volume No. 49, at Pages 32 to 36, Deed No.2334 for the year 1949.

AND WHEREAS by virtue of another Deed of Sale dated 06.05.1949, registered in the office of Sadar Joint Sub-Registrar of Alipore and entered into Book No. 1, Volume No. 45, at Pages 73 to 77, Deed No.2340 for the year 1949, said three brothers namely Sri Jyotish Chandra Mitra, Sri Phani Bhushan Mitra and Sri Manindra Nath Mitra again sold, conveyed, transferred, assigned and granted another adjacent plot of land measuring an area of 5 (Five) Cottahs of same Dag and Khatian under said Mouza - Kamdahari in favour of one Sri Mahima Ranjan Goswami, son of Late Mathura Nath Goswami and Sri Mohit Ranjan Goswami, son of Sri Mohini Mohan Goswami of 40, Beniapukur Lane, P.S. Beniapukur, Kolkata for a valuable consideration as mentioned therein.

AND WHEREAS by virtue of a registered Deed of Sale dated 26.05.1950, registered in the office of Sadar Joint Sub-Registrar of Alipore and entered into Book No. 1, Volume No. 45, at Pages 89 to 93, Deed No.2104 for the year 1950, said Sri Mahima Ranjan Goswami and Sri Mohit Ranjan Goswami sold, conveyed, transferred, assigned and granted their aforesaid purchased plot of land and property measuring an area of 5 (Five) Cottahs in favour of one Sri Kshetra Nath Bagchhi, son of Late Dwaraka Nath Bagchhi of 36/4/3, Benetola Lane, Kolkata – 700009 for a valuable consideration as mentioned therein.

AND WHEREAS by virtue of another registered Deed of Sale dated 18.07.1955, registered in the office of Sub-Registrar, at Alipore and entered into Book No. 1, Volume No. 93, at Pages 44 to 47, Deed No. 5321 for the year 1953, said Sri Kshetra Nath Bagchhi sold, conveyed, transferred, assigned and granted his aforesaid purchased land and property measuring an area of 5 (Five) Cottahs in favour of said Smt. Usha Rani Devi for a valuable consideration as mentioned therein.

AND WHEREAS thus said Usha Rani Devi since deceased became the absolute owner of total purchased land measuring an area of 10 (Ten) Cottahs but as per physical measurement 9 (Nine) Cottahs 8 (Eight) Chittacks more or less situated in said Mouza - Kamdahari, J.L. No. 49, comprising in R.S. Dag No. 773, under R.S. Khatian No. 439

corresponding to C.S. Dag No. 439, under C.S. Khatian No. 326 and had been enjoying the same without any interruption and hindrances by erecting building thereon.

AND WHEREAS said Usha Rani Devi died intestate on 13.04.1983 leaving behind his two sons namely Dr. Biswanath Bhattacharya, Sachi Nath Bhattacharya since deceased and one married daughter Smt. Manasi Goswami, wife of Paresh Chandra Goswami who collectively inherited the said land and property of their mother, Usha Rani Devi as per Hindu Succession Act, 1956. It is noted that husband of Usha Rani Devi, namely Kumud Kanta Bhattacharya died long before.

AND WHEREAS while enjoying the aforesaid property jointly by virtue of a registered Deed of Partition dated 05.06.1985, registered in the Office of Sub-Registrar Alipore and entered into Book No.1, Deed No. 4686 for the year 1985 aforesaid two brothers and sister namely Dr. Biswanath Bhattacharya, Sachi Nath Bhattacharya since deceased and Smt. Manasi Goswami amicably partitioned their aforesaid inherited land and building and accordingly said Sachi Nath Bhattacharya since deceased as the Party of the Second Part of the said Deed of Partition obtained the land measuring an area of 3 (Three) Cottahs togetherwith building standing thereon.

AND WHEREAS after obtaining the said plot of land said Sachi Nath Bhattacharya since deceased mutated his name in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No. 131, Narkel Bagan, Assessee No.31-11-15-0131-6, corresponding to postal address B-22/1, Kamdahari, Narkel Bagan, Post Office - Garia, Police Station - Bansdrone (formerly Police Station - Regent Park), Kolkata - 700 084 and during life time said Sachi Nath Bhattacharya had also mutated his name in the record of concerned B.L. & L. R.O. in respect of his property being Case No.807/2003 dated 30.07.2003, Memo No. 18/1396/Mut/Addl. B.L. & L.R.O. T.M./03 dated 30.07.2003 and paid the necessary land taxes to the concerned authority.

AND WHEREAS said Sachi Nath Bhattacharya died intestate on 26.06.2006 leaving behind his wife namely Smt. Ila Bhattacharya and one married daughter namely Smt. Sutapa Lahiri, wife of Sri Arjun Lahiri, who jointly inherited the entire land and building known as K.M.C. Premises No. 131, Narkel Bagan, within K.M.C. Ward No. 111 as per Hindu Succession Act, 1956 and had been enjoying the land and building without any interruption and hindrances from anybody else.

AND WHEREAS subsequently said Smt. Ila Bhattacharya and Smt. Sutapa Lahiri jointly recorded their said inherited land and building in the record of K.M.C. Premises No. 131, Narkel Bagan, within K.M.C. Ward No. 111.

AND WHEREAS being in need of money said Smt. Ila Bhattacharya and Smt. Sutapa Lahiri decided for absolute sale of their said 'Bastu' land together with a two storied old building and the present **OWNER/VENDOR** herein purchased the aforesaid plot of 'Bastu' land measuring an area of 3 (Three) Cottahs more or less together with a two storied old building measuring total built up area of 1980 (One Thousand Nine Hundred and Eighty) Sq.ft. more or less standing thereon, situated in Mouza – Kamdahari, J.L. No.49, Touzi No. 14, comprising in C.S. Dag No.439, under C.S. Khatian No. 326, corresponding to R.S. Dag No. 439, under R.S. Khatian No. 773, known as K.M.C. Premises No. 131, Narkelbagan within Ward No.111, being Assessee No.31-111-15-0131-6, under Police Station – Bansdroni, Kolkata - 700 084, District : South 24-Parganas, by virtue of a registered Deed of Conveyance dated 14.11.2018, duly registered in the office of Addl. District Sub-Registrar, Alipore, South 24-Parganas and recorded into Book No. I, Volume No. 1605-2018, Pages from 234779 to 234811, Deed No. 07261 for the year 2018 togetherwith all easement rights for a valuable consideration from the said Smt. Ila Bhattacharya and Smt. Sutapa Lahiri.

AND WHEREAS by virtue of the aforesaid registered Deed of Partition dated 05.06.1985, said Smt. Manasi Goswami, since deceased as the Party of the Third Part of the said Deed of Partition obtained the land measuring an area of 2 (Two) Cottahs 8 (Eight) Chittacks togetherwith building.

AND WHEREAS after obtaining the aforesaid plot of land said Manasi Goswami since deceased mutated her name in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No. 50, Narkelbagan, within Ward No.111, being Assessee No.31-111-15-0050-6, corresponding to Postal Address B-22, Kamdahari, Narkel Bagan, Post Office - Garia, Police Station - Bansdroni (formerly Police Station - Regent Park), Kolkata - 700 084 and during life time said Manasi Goswami had also mutated her name in the record of concerned B.L. & L. R.O. in respect of her property being Mutation Reference Case No. 808/2003, vide Memo No. 18/1410/Mut/Addl. B.L. & L.R.O. T.M./03 dated 30.07.2003 and paid the necessary land taxes to the concerned authority.

AND WHEREAS said Manasi Goswami died intestate on 12.03.2015 leaving behind her only son namely Sri Devavrata Goswami and two married daughters namely Smt. Reena Mukherjee and Smt. Joya Roy Choudhury, who jointly and/or collectively inherited the entire land and building known as K.M.C. Premises No. 50, Narkel Bagan, within K.M.C. Ward No. 111 as per Hindu Succession Act, 1956 and had been enjoying the land and building without any interruption and hindrances from anybody else. It is noted that husband of Manasi Goswami, namely Paresh Chandra Goswami died intestate on 27.11.2005.

AND WHEREAS subsequently said Sri Devavrata Goswami, Smt. Reena Mukherjee and Smt. Joya Roy Choudhury jointly recorded their said inherited land with building as the absolute Owners thereof in the record of K.M.C. in respect of Premises No. 50, Narkel Bagan, within K.M.C. Ward No. 111.

AND WHEREAS being in need of money said Sri Devavrata Goswami and two married daughters namely Smt. Reena Mukherjee and Smt. Joya Roy Choudhury decided for absolute sale of their said land together with a two storied old building and the present **OWNER/VENDOR** herein purchased the aforesaid plot of land measuring an area of 2 (Two) Cottahs 8 (Eight) Chittacks more or less together with a two storied old building measuring total built up area of 1300 (One Thousand and Three Hundred) Sq.ft. more or less standing thereon, situated in Mouza – Kamdahari, J.L. No.49, Touzi No. 14, comprising in C.S. Dag No.439, under C.S. Khatian No. 326, corresponding to R.S. Dag No.439, under R.S. Khatian No.773, measuring land area 2 (Two) Cottahs and in R.S. Dag No.⁴³⁹/1452, under R.S. Khatian No.773, measuring land area 8 (Eight) Chittacks, totaling land area 2 (Two) Cottahs 8 (Eight) Chittacks, known as K.M.C. Premises No. 50, Narkelbagan, within Ward No.111, being Assessee No.31-111-15-0050-6, corresponding to Postal Address B-22, Kamdahari, Narkelbagan, Post Office - Garia, under Police Station – Bansdronei, Kolkata - 700 084, District : South 24-Parganas, by virtue of a registered Deed of Conveyance dated 01.12.2019, duly registered in the office of Addl. District Sub-Registrar, Alipore, South 24-Parganas and recorded into Book No. I, Volume No. 1605-2019, Pages from 232050 to 232085, Deed No. 06813 for the year 2019 togetherwith all easement rights for a valuable consideration from the said Sri Devavrata Goswami and two married daughters namely Smt. Reena Mukherjee and Smt. Joya Roy Choudhury.

AND WHEREAS after purchase the said two plots of land the present **OWNER/VENDOR** herein namely “**MESSRS HOMEMAKERS**” mutated its name in the record of Learned B.L. and L.R.O. in respect of its aforesaid purchased plot of land measuring total land area of 5 (Five) Cottahs 8 (Eight) Chittacks and its name has been published in the L.R. Record of Right comprising in L.R. Dag Nos. 439 & ⁴³⁹/₁₄₅₂, under L.R. Khatian No. 2287 under Block Land and Land Reforms Officer, Kolkata South 24-Parganas.

AND WHEREAS thereafter the present **OWNER/VENDOR** converted the land partly from ‘Danga’ to ‘Bastu’ in nature from the Office of the Block Land & Land Reforms Officer, Kolkata, South 24-Parganas vide Conversion Case No. CN/2022/1630/110, Memo No. 17/81/ B.L. & L.R.O./Kol dated 17.01.2022 against its ownership plot of land.

AND WHEREAS as both the said plots of land being Premises No. 131, Narkelbagan and Premises No. 50, Narkelbagan are situated side by side and adjacent to each other and therefore after purchase the said plots of land the present **OWNER/VENDOR** herein namely “**MESSRS HOMEMAKERS**” mutated its name in the record of The Kolkata Municipal Corporation in respect of its aforesaid two purchased property and the same has been amalgamated and subsequently being known and numbered as K.M.C. Premises No. 131, Narkelbagan, within Ward No.111, being Assessee No.31-111-15-0131-6 and the property is also known as Postal Address B-22, Kamdahari, Narkelbagan, Post Office - Garia, Police Station – Basndroni, Kolkata - 700 084, District : South 24 Parganas arising out of said two premises and has been paying necessary Taxes to The Kolkata Municipal Corporation and is now peaceful enjoyment and possession of the aforesaid land and Property morefully and particularly described in the **Schedule – “A”** hereunder written.

AND WHEREAS the **OWNER/VENDOR** herein decided to develop the aforesaid premises by constructing a New Building at its costs and expenses and to do and to make construction of a new building on its said land the **OWNER** has taken sanction of a Ground plus Four storied building plan with Lift facility vide sanctioned building Permit No. 2022110021 dated 11.04.2022 and now the **VENDOR/DEVELOPER** has developed the entire Premises at its cost and erected the building thereon under name and style “
_____” as per aforesaid sanctioned building plan.

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 **VENDOR** has now taken the registration of this project under this Act and Building Rules vide Registration No. _____ dated _____ and the **VENDOR** 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 when the **VENDOR/DEVELOPER** herein constructing the said Ground plus Four storied building at the said K.M.C. Premises No. 131, Narkelbagan, within Ward No.111, under Police Station – Basndroni, Kolkata - 700 084, District : South 24 Parganas, as per said Building Plan duly sanctioned by The Kolkata Municipal Corporation Borough Office - XI, the Parties of the **SECOND PART/ PURCHASERS**, having their desire 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 3 (Three) Bed rooms, 1 (One) Drawing-cum-Dining room, 1 (One) Kitchen, 1 (One) Toilet, 1 (One) W.C. and 1 (One) 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 **135 Sq.ft.** more or less have approached the said **VENDOR/DEVELOPER** which is morefully and particularly described in the **SCHEDULE "B"** hereunder written.

AND WHEREAS the **VENDOR/DEVELOPER** agreed to sell and convey the said one residential flat togetherwith one Car Parking Space of the said building and the **PURCHASERS** agree to purchase the said 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 3 (Three) Bed rooms, 1 (One) Drawing-cum-Dining room, 1 (One) Kitchen, 1 (One) Toilet, 1 (One) W.C. and 1 (One) 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 **135 Sq.ft.** more or less being part of K.M.C. Premises No. 131, Narkelbagan, within Ward No.111, under Police Station – Basndroni, Kolkata - 700 084, District : South 24 Parganas together with undivided proportionate share of land and also together with all common rights and facilities as described in the **SCHEDULE "A", "B" and "C"** herein below for the total consideration price of the said flat and one Car Parking Space is **Rs. _____ /- (Rupees _____)** only free from all encumbrances, charges, lien and liabilities etc.

AND WHEREAS the **OWNER/VENDOR** has entered into an Agreement for Sale dated _____ with the **PURCHASERS** and the **OWNER/ VENDOR** has agreed to hand over by way of Sale the said one residential flat togetherwith one Car Parking Space of the said building constructed as per specification and also as per the sanctioned Plan duly sanctioned by The Kolkata Municipal Corporation as mentioned in the said Agreement for Sale dated _____ **ALL THAT** the said 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 3 (Three) Bed rooms, 1 (One) Drawing-cum-Dining room, 1 (One) Kitchen, 1 (One) Toilet, 1 (One) W.C. and 1 (One) 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 **135 Sq.ft.** more or less as described in the **SCHEDULE 'B'** hereunder written together with right of use all common user, amenities, facilities and common services and also togetherwith undivided proportionate share of said land as morefully described in the **SCHEDULE 'A'** and **'C'** below and the said one residential flat has been built up in accordance with the said sanctioned residential building plan to enable them to acquire and possess the said flat and one Car Parking Space for a total consideration

price of Rs. _____ /- (**Rupees** _____) **only** payable to the **VENDOR/DEVELOPER** only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale dated _____ and in consideration of the total sum of Rs. _____ /- (**Rupees** _____) **only** of which the entire consideration money of the said one residential flat togetherwith one Car Parking Space of the said building alongwith the proportionate share of land which has been morefully described in the **SCHEDULE 'B'** below for a total sum of Rs. _____ /- (**Rupees** _____) **only** paid by the **PURCHASERS** to the **VENDOR/DEVELOPER** on or before execution of this Deed on different dates as described in the Memo of Consideration of which receipts have been granted by the **VENDOR/DEVELOPER** totaling Rs. _____ /- (**Rupees** _____) **only** as applicable paid by the **PURCHASERS** the receipt whereof the **VENDOR/DEVELOPER** hereby acknowledge and admit as per memo below and/or from the said and every part thereof truly acquit release and forever discharge the **PURCHASERS** of all their liabilities thereof and the **VENDOR/DEVELOPER** as beneficial parties herein do hereby grant, sell, convey, transfer, assigns, assure unto the said **PURCHASERS** 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 said 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 3 (Three) Bed rooms, 1 (One) Drawing-cum-Dining room, 1 (One) Kitchen, 1 (One) Toilet, 1 (One) W.C. and 1 (One) 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 **135 Sq.ft.** more or less being part of The Kolkata Municipal Corporation **Premises No. 131, Narkelbagan,** within Ward No.111, being Assessee No.31-111-15-0131-6 and the property is also known as Postal Address B-22, Kamdahari, Narkelbagan, Post Office - Garia, Police

Station – Basndroni, Kolkata - 700 084, District : South 24 Parganas and also together with right to use all common open areas and common services of the building and undivided proportionate share of land as mentioned in the **SCHEDULE 'B'** and **'C'** hereunder written. **AND TO HAVE AND TO HOLD** the said complete self contained one residential flat togetherwith one Car Parking Space of the said building alongwith the said undivided proportionate share of land together with the right to use the common space, stair-cases, lift, common-land, roof of the building and also together with right to use all the common rights, water supply lines and other common paths and drains and sewerages, equipments and installation and fixtures and fittings and passages and stair appertaining to the said building as mentioned in the **SCHEDULE "B"** and **"C"** hereunder comprised and hereby granted, sold, conveyed, transferred assigned assured and every part or parts thereof respectively together with their and every or their respective rights and appurtenances whatsoever unto the said **PURCHASERS** 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 one residential flat togetherwith one Car Parking Space of the said building and also together with all common rights, facilities, amenities and undivided proportionate share of land morefully described in the **SCHEDULE "B"** and **"C"** hereunder written.

IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR/ DEVELOPER AND THE PURCHASERS as follows :-

1. That the **VENDOR/DEVELOPER** has good rightful power and absolute authorities, indefeasible title to grant, sell, 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 togetherwith **one Car parking Space No. ___** on **Ground Floor** of the said building and also togetherwith common stair-case and other common portions parts and open spaces, paths and passages and undivided proportionate share of land in the said building as described in the **SCHEDULE "B"** hereunder written.

2. It shall be lawful for the **PURCHASERS** from time to time and at all times hereafter to enter into and upon hold and enjoy the said 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 3 (Three) Bed rooms, 1 (One) Drawing-cum-Dining room, 1 (One) Kitchen, 1 (One) Toilet, 1 (One) W.C. and 1 (One) 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 **135 Sq.ft.** more or less and also together with right of use all common open places and other services of the building with stair-cases and other common parts and passage 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 shall have full power, absolute right and authority to sell, transfer, mortgage, lease, dispose of the said flat togetherwith one Car Parking Space without any interruption disturbances, claims or demands whatsoever from or by the **VENDOR/DEVELOPER** or any person or persons claiming through under or in the trust for them.
3. The **VENDOR/DEVELOPER** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASERS** make 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 undivided proportionate share of land pertaining 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 and also together with other common open parts and services, paths and passages respectively and every part thereof being part of **K.M.C. Premises No. 131, Narkelbagan,** within Ward No.111, under Police Station – Basndroni, Kolkata - 700 084, District : South 24 Parganas, unto the **PURCHASERS** in the manner aforesaid

as shall or may be reasonably required after the execution and registration of this Deed of Conveyance.

4. The **PURCHASERS** 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 togetherwith **one Car parking Space No. ___** on **Ground Floor** of the said building.
5. The **PURCHASERS** shall be entitled to the right of access in common with the **VENDOR/DEVELOPER** and/or other Owners and the Occupiers of the said building at the times and for all normal purposes connected with the use and enjoyment of the said building till such time including their said flat togetherwith one Car Parking Space which is being sold to the **PURCHASERS**.
6. The **PURCHASERS** and their agents and nominees shall be entitled to the right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment as the said one residential flat togetherwith one Car Parking Space of the building and also comprised with the said building and premises or passages and the **PURCHASERS** and/or servants, nominees, employees, invitees shall not obstruct other flat owners and the occupiers of the building in any way by parking vehicles, deposit of materials or rubbish.
7. The **PURCHASERS** shall have the right of protection of the said one residential flat togetherwith one Car Parking Space to be kept safe and perfect of all portions of 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 and also togetherwith undivided proportionate share of land alongwith common rights as mentioned herein.
8. The **PURCHASERS** shall also be entitled to the right for passage in common as aforesaid for taking gas, electricity, telephone, water to their said flat through pipes, drains, wires and common spaces lying or being in under 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 and one Car Parking Space for the purpose whatsoever.

9. The **PURCHASERS** 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 pipes, drains and common spaces as aforesaid and for the purpose of building repair or cleaning of the said one residential flat togetherwith one Car Parking Space of the said building.
10. So long as 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 alongwith all common rights and common expenses as described in the **SCHEDULE "B", "C" and "E"** hereunder written shall not be separately assessed the said **PURCHASERS** shall pay (from the date of execution of the Deed of Conveyance and/or Completion Certificate issued by K.M.C. and/or occupations/possession taken by the **PURCHASERS** whichever date is earlier) the proportionate share of maintenance of the building and also Municipal taxes as per apportionment to the extent of the **PURCHASERS'** said flat together with one Car Parking Space.
11. The **PURCHASERS** shall pay all taxes, rates, impositions and other outgoings in respect of the said one residential flat togetherwith one Car Parking Space proportionately as may be imposed by The Kolkata Municipal Corporation and/or State Government and shall pay all such betterment fees or development charges or any other taxes or payment of similar nature from the date of execution and registration of this Deed of Conveyance.
12. The **PURCHASERS** shall pay the proportionate cost of building maintenance and taxes, repairing cost etc., as common expenses as mentioned in the **SCHEDULE 'E'** hereunder written.
13. The **PURCHASERS** shall maintain 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 at their 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 Kolkata Municipal Corporation and/or any other Authorities and Local Bodies. The **PURCHASERS** shall abide by rules and by laws of the association of the flat owners if it is formed.

14. The said **PURCHASERS** shall maintain their said one residential flat togetherwith one Car Parking Space inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions.
15. That the said **PURCHASERS** shall not make any such construction of structural alteration of the outer portion of the building causing any damages to other flats or obstruction to other Owners of the flats of the building.
16. The said **PURCHASERS** shall at their own costs and expenses fix up separate meter connection or meters in the said flats for electricity power or gas connection to be consumed in the said flats by the **PURCHASERS** and if required, the **OWNER/ VENDOR** shall apply for bringing up such electric meter from C.E.S.C. on behalf of the **PURCHASERS** at the cost of the **PURCHASERS** and the **PURCHASERS** shall pay all rates and taxes which may be imposed by the appropriate authority in connection with their said one residential flat togetherwith one Car Parking Space. The **PURCHASERS** shall be entitled to make such interior construction and decoration in their flats for their necessities like racks, storage space, gas cylinder spaces, cooking racks etc. without causing any damages to the building.
17. The **PURCHASERS** shall have full right and absolute authority to sell, transfer, convey, mortgage, charges, lease of in any encumber deal, with or dispose of their said one residential flat togetherwith one Car Parking Space and/or their possession or to assign or to let out full or part with their interest possession benefit of their said flat together with or any part thereof.
18. The **PURCHASERS** shall have to carry out the necessary repair which may be pointed out by the Association only to extent of the said flat together with one Car Parking Space which will be applicable to all the flat Owners.

19. The **PURCHASERS** shall not use or caused to be used the said flat together with one Car Parking Space in such manner which may likely to cause nuisance or annoyance to the occupants of other flats of the said building not shall use the same for any illegal or immoral purposes or as a restaurant, workshop and/or godown.
20. The said **PURCHASERS** shall not bring keep or store in or any part of the said flat togetherwith one Car Parking Space any inflammable combustible substance articles things likely to injure, damage or prejudicially affect the said flat as well as the building or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.
21. On and from the date of taking physical possession/registration/completion certificate obtained from KMC whichever is earlier the **PURCHASERS/ SECOND PART** shall have to pay the necessary monthly maintenance charges of the building, lift and proportionate taxes of their portion of the property. The **OWNER/ VENDOR** will be responsible for all types of taxes, duties and charges for the said flat as described in the **SCHEDULE – B** below up to the date of handing over of physical possession or registration and also Completion Certificate to be obtained from K.M.C. whichever is earlier. The said charges, maintenance etc. shall be fixed up and decided by the association of the Flat Owner's of the building to be formed later on by all the flat owners and the **PURCHASERS** shall have to abide by the decision of the such association.
22. The **PURCHASERS** alongwith other owner of Car Parking Space on the ground floor of the building and shall use their individual car parking space by mutual understanding at the time of egress and ingress their individual car through the open car parking space without raising any objection/ hindrances or creating any obstruction. The **PURCHASERS** shall have no right title or interest in any other flat except **Schedule – B flat and one Car Parking Space** of the Ground Floor and open land of the said building excepting the using right of the roof along with their Co-Purchasers. The **PURCHASERS** shall have no right to the Ground floor area except common area allotted to them. The **PURCHASERS** hereby declare

that they shall not raise any objection if the **VENDOR/DEVELOPER** sells the unsold Car Parking Space/s to any outsider and also if the **VENDOR/DEVELOPER** sells the North-East corner vacant space of the premises situated back side of the building by making temporary sheds there on to any Third Party or to the flat owners for the use of Car Parking Space only. The said North-East corner vacant space of the premises shall never be treated as common mandatory space.

23. The **PURCHASERS** hereby declare and confirm that they have already received the physical possession of the said one residential flat togetherwith one Car Parking Space from the **VENDOR/DEVELOPER** with full satisfaction as regards the area of the said Flat and Car parking Space as mentioned on the Schedule 'B' below and the construction of the entire building and also the title of the property/Premises.

AND FURTHERMORE that the **VENDOR/DEVELOPER** and all its heirs, executors and administrators, representatives shall at all times hereinafter indemnify and keep indemnified the **PURCHASERS** and their 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 **PURCHASERS** by the **VENDOR/DEVELOPER** or any breach of the covenants hereafter contained. Simultaneously, with the execution and registration of the conveyance of the said one residential flat togetherwith one Car Parking Space the **VENDOR/DEVELOPER** has handed over the **PURCHASERS** the necessary Xerox copies of document such as The Kolkata Municipal Corporation Tax Receipts, copy of the sanctioned building plan, copies of Title Deeds and all other necessary papers of the building for perfection of the **PURCHASERS'** Title.

SCHEDULE "A" REFERRED TO ABOVE
(DESCRIPTION OF THE ENTIRE LAND AND BUILDING)

ALL THAT piece and parcel of ‘**Bastu**’ land measuring land area of **5 (Five) Cottahs 8 (Eight) Chittacks more or less** whereon a Ground plus Four storied building is standing under name and style “ _____ ” erected as per sanctioned Building Plan vide building Permit No. 2022110021 dated 11.04.2022 duly sanctioned by The Kolkata Municipal Corporation Borough Office - XI, situated in **Mouza – Kamdahari, J.L. No.49, Touzi No. 14, comprising in C.S. Dag No.439, under C.S. Khatian No. 326, corresponding to R.S. & L.R. Dag No. 439 & ⁴³⁹/1452, under R.S. Khatian No. 773, L.R. Khatian No. 2287, known as K.M.C. Premises No. 131, Narkelbagan, within Ward No.111, being Assessee No.31-111-15-0131-6** and the property is also known as **Postal Address B-22, Kamdahari, Narkelbagan, Post Office - Garia, Police Station – Basndroni, Kolkata - 700 084, District : South 24-Parganas, Additional District Sub-Registration Office & District Sub-Registration Office at Alipore** and the entire property is butted and bounded by :

ON THE NORTH : Property of R.S. Dag No. 1435, 437, 439 and 1436;

ON THE SOUTH : Property of R.S. Dag No. ⁴³⁹/1452;

ON THE EAST : 20’-0” wide K.M.C. Road;

ON THE WEST : Property of R.S. Dag No. 438.

SCHEDULE “B” REFERRED TO ABOVE
(DESCRIPTION OF FLAT ALONGWITH CAR PARKING SPACE
WHICH IS HEREBY BEING TRANSFERRED)

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 3 (Three) Bed rooms, 1 (One) Drawing-cum-Dining room, 1 (One) Kitchen, 1 (One) Toilet, 1 (One) W.C. and 1 (One) 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 **135 (One hundred and Thirty-five) Sq.ft.** more or less at “ _____ ” and also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **SCHEDULE ‘C’** hereunder written and the said flat together with Car Parking Space erected as per sanctioned Building Plan vide building Permit No. 2022110021 dated 11.04.2022 sanctioned by The Kolkata Municipal Corporation, Borough Office - XI and the said flat is situated within the Police Station – Bansdroni, known as **K.M.C. Premises No. 131, Narkelbagan, within Ward No.111, Kolkata - 700 084, District : South 24-Parganas,** as described in the **SCHEDULE “A”** above 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)

1. All stair-cases and stair landings 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. Ultimate Fourth Floor roof, Parapet wall of the building are for the purpose of common services and right.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Common Electric meter space, electric meter board, Electricity service and electricity main line wirings and lighting.

8. Drainages and sewerages including man-hole, junction pits etc. and drive way.
9. Boundary walls, main gate and/or side gates if any.
10. Vacant space and common Toilet, if any on the Ground Floor.
11. Lift and lift machine room of the building
12. 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.
13. Such other common parts, areas, equipments and installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Owner expressly to be the common parts after construction of the building.

SCHEDULE – ‘D’ ABOVE REFERRED TO
(RESTRICTIONS)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall Keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
2. The **PURCHASERS** shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.

3. The **PURCHASERS** shall not decorate the exterior of the said building otherwise than in a manner agreed by the Owner or in a manner as near as may be in which the same was previously decorated.
4. The **PURCHASERS** shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the Purchasers shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
5. The **PURCHASERS** shall permit the Owner and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Owner to the Purchasers.
6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof
8. 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 constructions of the building or any part thereof.
9. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Owner may affect the elevation in respect of the exterior walls of the said buildings.

10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner and with the sanction of The Kolkata Municipal Corporation and/or concerned authority.
11. Not to use the allocated Car Parking Space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, and shall use the pathways as would be decided by the Owner.
13. Not to commit or permit to be committed any waste or to remove or alter the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Flat No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor Taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
14. Not to install any generator without permission in writing of the Owners.
15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance To the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the Purchasers in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

THE SCHEDULE "E" 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, SEALED AND DELIVERED by
the within the names **PARTIES** at Kolkata in
the presence of :

WITNESSES :

1.

SIGNATURE OF THE FIRST PART/
VENDOR/DEVELOPER

2.

1.

2.

SIGNATURE OF THE SECOND PART/
PURCHASERS

MEMO OF CONSIDERATION

RECEIVED of and from the within mentioned **PURCHASERS** the full
consideration sum of **Rs.** _____ /- (**Rupees** _____) **only** against the

BETWEEN

“MESSRS HOMEMAKERS”

FIRST PART/VENDOR/DEVELOPER

AND

1. _____
2. _____

SECOND
PART/PURCHASERS

DEED OF CONVEYANCE

VALUE: Rs. _____/-