

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this \_\_\_\_\_  
day of \_\_\_\_\_, Two Thousand-Three (2023)

**BETWEEN**

**MR. AVIK SAHA** (PAN ALLPS 8160 M) & (Aadhaar No. 3061 3821 3535), Son of **Mr. Dinesh Prasad Saha**, by Religion-Hindu, by Occupation-Business, by Nationality-Indian, residing at **Flat No. SW, on the 6<sup>th</sup> Floor at BALAKA of 64, Lake Road, P.O. Sarat Bose Road, P.S. Lake, Kolkata-700 029**, hereinafter called and referred to as the “ **LAND OWNER / VENDOR** ” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, successors, and assigns) the Land Owner / Vendor being represented by his Constituted Attorney namely **M/S. SONA ABASON CONSTRUCTION**, (PAN ACXFS 8678 R), a Partnership Firm, having its Registered Office at 1404, Purbachal Main Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata-700099, represented by its PARTNERS, namely (1) **MR. DINESH PRASAD SAHA**, (PAN ALNPS 0310 B), Son of Late Jonmejaya Saha and (2) **MRS. MALATI SAHA** (PAN AJJPS 7590 P), Wife of Mr. Dinesh Prasad Saha and D/O. Late Subol Chandra Sarkar, both are residing at Flat No. SW, on the 6<sup>th</sup> Floor at BALAKA of 64, Lake Road, P.O. Sarat Bose Road, P.S. Lake, Kolkata-700 029, by virtue of a registered Development Power of Attorney, registered in the Office of District Sub-Registrar-V of Alipore and recorded in Book No. I, Volume No. 1630-2022, Page from 2102 to 2128, Being No. 05538, for the year 2021, of the O N E P A R T.

A N D

**MR./MRS.** \_\_\_\_\_ (PAN \_\_\_\_\_),  
 Son/Daughter of \_\_\_\_\_, by Religion-\_\_\_\_\_, by  
 occupation-\_\_\_\_\_, presently residing at \_\_\_\_\_

\_\_\_\_\_,  
 hereinafter called and referred to as the “ **P U R C H A S E R** ” (which term

or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, successors, legal representatives and assigns) of the SECOND PART.

A N D

**M/S. SONA ABASON CONSTRUCTION** (PAN ACXFS 8678 R), a Partnership Firm, having its Registered Office at 1404, Purbachal Main Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata-700099, represented by its PARTNERS, namely (1) **MR. DINESH PRASAD SAHA**, (PAN ALNPS 0310 B), Son of Late Jonmejaya Saha and (2) **MRS. MALATI SAHA** (PAN AJJPS 7590 P), Wife of Mr. Dinesh Prasad Saha and D/O. Late Subol Chandra Sarkar, both by Religion-Hindu, both by Occupation-Business, both by Nationality-Indian, both are residing at Flat No. SW, on the 6<sup>th</sup> Floor at BALAKA of 64, Lake Road, P.O. Sarat Bose Road, P.S. Lake, Kolkata-700 029, hereinafter called and referred to as the “**DEVELOPER / CONFIRMING PARTY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, legal representatives and assigns) of the **THIRD PART**.

**ALL THAT** One \_\_\_\_\_ Floorings Self Contained Residential Flat, being Flat No.\_\_\_\_, measuring \_\_\_\_\_ Sq. Ft. Super Built Up Area more or less, on the \_\_\_\_\_ Floor, consisting of \_\_\_\_\_ Bedrooms, \_\_\_\_\_ Dining-cum-Living Room, \_\_\_\_\_ Kitchen, \_\_\_\_\_ Toilet/s and \_\_\_\_\_ Verandahs/Balconies, along with **One Open Car Parking Space**, measuring about \_\_\_\_\_ Sq. Ft. on the **Ground Floor** of the said Building, situated in the \_\_\_\_\_ Storied Building, which is more fully and particularly mentioned and described in the

*Schedule-B hereunder written together with undivided proportionate share or interest of the Schedule-A mentioned Land along with all common rights, benefits, facilities, amenities, utilities, more fully mentioned and described in the Schedule-C hereunder written, situated at **K.M.C. Premises No. 1404, Purbachal Main Road, Ward No. 106, vide Assessee No. 311061614726, Kolkata-700 078, in the District of South 24-Parganas, is the Subject matter of Sale** by these presents free from all sorts of encumbrances, charges, attachments whatsoever.*

*W H E R E A S ALL THAT the entire Land of the aforesaid C.S. Dag No. 103 had been recorded in the Records of the District Settlement Records in the name of One **MAHENDRA CHANDRA NASKAR** and he absolutely seized and possessed the same as its recorded owner thereof.*

*AND WHEREAS during enjoyment the aforesaid property, said **Mahendra Chandra Naskar** died intestate leaving behind him surviving his Wife namely **SMT. KHUDIMONI DASI** as his only legal heirs and successor in respect of his left property.*

*AND WHEREAS after demised of said **Mahendra Chandra Naskar**, said **Smt. Khudimoni Dasi** became the absolute owner and occupier of the sixteen annas share of Land of Dag No. 103, left by said Mahendra Chandra Naskar, by virtue of inheritance as per Dayabhaga School of Hindu Law.*

*AND WHEREAS by virtue of a **registered Kobala**, registered in the Office of Sub-Registrar at Alipore and recorded I Book No. I, Volume No. 86, Pages-80 to 83, Being No. 3223, for the year 1942, said **Smt. Khudimoni Dasi**, due to her necessity of money, sold, conveyed, transferred and assigned*

*ALL THAT the entire Land of Dag No. 103 along with others property, to one **DHARMADAS KHAN**, since deceased.*

*AND WHEREAS after purchasing the aforesaid property, said **Dharmadas Khan**, since deceased, has seized and possessed of or otherwise well and sufficiently entitled to the same as its rightful owner and thereafter his name had been recorded in the Records of the Revisional Settlement Records and since then said property of **C.S. Dag No. 103, under C.S. Khatian Nos. 53, 26 & 6 known and recorded as R.S. Dag No. 127, under R.S. Khatian Nos. 298, 303 & 294** and finally published in the Records of Rights.*

*AND WHEREAS unfortunately during enjoyment the said property, said **Dharmadas Khan** died intestate on **4<sup>th</sup> day of May, 1969**, leaving behind him surviving his **Wife** namely **SMT. SOUDAMINI KHAN**, **two Sons** namely **SRI SANTOSH KUMAR KHAN, SRI SUFAL CHANDRA KHAN** and **three married Daughters** namely **SMT. JAMUNA DAS, SMT. AMUNA MONDAL & SMT. URMILA KAYAL** as his legal heirs, heiress and successors.*

*AND WHEREAS unfortunately during joint enjoyment the said inherited properties, said **SMT. SOUDAMINI KHAN** also died intestate on **26<sup>th</sup> day of September, 1973**, leaving behind her surviving her aforesaid **two Sons** namely **SRI SANTOSH KUMAR KHAN, SRI SUFAL CHANDRA KHAN** and aforesaid **three married Daughters** namely **SMT. JAMUNA DAS, SMT. AMUNA MONDAL & SMT. URMILA KAYAL** as her legal heirs, heiress and successors.*

AND WHEREAS after demised of said **Dharmadas Khan and Smt. Soudamini Khan**, the aforesaid **Sri Santosh Kumar Khan, Sri Sufal Chandra Khan, Smt. Jamuna Das, Smt. Amuna Mondal & Smt. Urmila Kayal** are became the joint owners in respect of the left properties of said **Dharmadas Kha** by virtue of inheritance as per **Hindu Succession Act, 1956**.

AND WHEREAS by virtue of a **registered Kobala**, registered in the **Office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 87, Pages-278 to 291, Being No. 3516, for the year 1974**, said **Smt. Jamuna Das** sold, conveyed, transferred and assigned her aforesaid undivided share of property to her aforesaid brothers **SRI SANTOSH KUMAR KHAN & SRI SUFAL CHANDRA KHAN** and since then she relinquished her right, title and interest over her share of aforesaid property.

AND WHEREAS by virtue of a **registered Kobala**, registered in the **Office of Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 88, Pages-252 to 269, Being No. 3500, for the year 1974**, said **Smt. Amuna Mondal** sold, conveyed, transferred and assigned her aforesaid undivided share to her aforesaid **brothers SRI SANTOSH KUMAR KHAN & SRI SUFAL CHANDRA KHAN** and since then she relinquished her right, title and interest over her share of aforesaid property.

AND WHEREAS by virtue of a **registered Kobala**, registered in the **Office of Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 100, Pages-214 to 222 & 224 to 228, Being No. 3401, for the year 1974**, said **Smt. Urmila Kayal** sold, conveyed, transferred and assigned her aforesaid undivided share to her aforesaid brothers **SRI SANTOSH KUMAR KHAN**

**& SRI SUFAL CHANDRA KHAN** and since then she relinquished her right, title and interest over her share of aforesaid property.

AND WHEREAS since then by virtue of the aforesaid 3 nos. Deeds, said **SRI SANTOSH KUMAR KHAN & SRI SUFAL CHANDRA KHAN** are became the joint owners in respect of ALL THAT the Land measuring .14 Sataks of **R.S. Dag No. 127, under R.S. Khatian Nos. 298, 303 & 294**, (which had been recorded in the name of said Dharmadas Khan) by virtue of inheritance and by virtue of aforesaid purchased. It is mentioned that the Bastu Land measuring .06 Decimal had been acquired by the Learned Governor of the State of West Bengal and the rest Bastu Land measuring .08 Decimal equivalent to 4 Cottahs 13 Chittacks 19 Sq. Ft. more or less has been under possession of the said **SRI SANTOSH KUMAR KHAN & SRI SUFAL CHANDRA KHAN** and have jointly seized and possessed of or otherwise well and sufficiently entitled to the same (each having undivided 50% share in the said property).

AND WHEREAS by virtue of a **registered Bengali Saf Bicroy Kobala** bearing dated 13<sup>th</sup> day of July, 1987 corresponding to 28<sup>th</sup> day of Ashar, 1394 B.S., registered in the Office of the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 203, Pages from 255 to 265, Being No. 11224, for the year 1987, said Sri Santosh Kumar Khan and Sri Sufal Chandra Khan have jointly sold, conveyed, transferred, assigned and assured ALL THAT piece and parcel of Bastu Land measuring .08 Decimal equivalent to **04 (Four) Cottahs 13 (Thirteen) Chittacks 19 (Nineteen) Sq. Ft.** more or less together with Structure standing thereon, situated and lying under **Mouza-Kalikapur, J.L. No. 20, Pargana-Khaspur, Collectorate Touzi Nos. 3, 4 & 5, comprised in C.S. Dag No. 103 & R.S. Dag No. 127, under**

*C.S. Khatian Nos. 53, 26 & 6 and R.S. Khatian Nos. 298, 303 & 294, P.S. formerly Tollygunge, then **Jadavpur** and at present **Kasba**, in the **District of South 24-Parganas**, which is more fully mentioned and described in the **Schedule-A hereunder written**, to **MR. AVIK SAHA**, the aforesaid **LAND OWNER/VENDOR** herein and the consideration mentioned therein, free from all sorts of encumbrances, charges, lien, attachments whatsoever.*

*AND WHEREAS after such purchase the aforesaid property, the Land Owner/Vendor herein duly mutated his name in the Assessment Records of the Kolkata Municipal Corporation and since then said property known and numbered as **K.M.C. Premises No. 1206, Purbachal Main Road, Ward No. 106**, vide Assessee No. **311061612067** and has seize and possess of or otherwise well and sufficiently entitled to the same as its absolute owner thereof and paid the relevant rates and taxes to the appropriate authorities.*

*AND WHEREAS said **MR. AVIK SAHA**, the aforesaid **LAND OWNER/VENDOR** herein with a view to develop his said Schedule-A mentioned property for better enjoyment of the better Residential accommodation by raising a Multi Storied Building as per Approved Plan and Specifications of The Kolkata Municipal Corporation, but due to paucity of Funds and lack of knowledge and experience, he could not materialize his said intension and contracted the aforesaid **M/S. SONA ABASON CONSTRUCTION**, the Developer/Confirming Party herein and have approached it to fulfill his said intention of development of his said Schedule-A mentioned property and the Developer/Confirming Party herein coming to know his said intention have agreed to Develop the said Schedule-A mentioned property by raising a Multi storied building, consisting of several self-contained Flats/Units, Car Parking Spaces and Other Spaces as per*



*approved Plan and Specification of The Kolkata Municipal Corporation and as such a Development Agreement executed & registered on 8<sup>th</sup> day of December, 2021 by and between said **Land Owner/Vendor** herein and the **Developer/Confirming Party** herein under certain terms and conditions mentioned therein, which was registered in the Office of **D.S.R.-V, Alipore, South 24-Parganas** and recorded in **Book No. I, Volume No. 1630-2022, Pages from 2174 to 2214, Being No. 05510, for the year 2021.***

*AND WHEREAS in terms of the said Agreement for Development dated 08/12/2021, said **Land Owner/Vendor** herein also executed and **registered a Development Power of Attorney** dated 08/12/2021, registered in the Office of the **D.S.R.-V, Alipore, South 24-Parganas** and recorded in **Book No. I, Volume No. 1630-2022, Pages from 2102 to 2128, Being No. 05538, for the year 2021**, in favour of the **Developer/Confirming Party** herein, empowering it's for **Sanctioned the Building Plan/s, Construction of the multi storied Building, sale the Developer's Allocations and/or including Owner's Allocations** and/or given so many powers which are more fully mentioned in the said **Development Power of Attorney.***

*AND WHEREAS in terms of the said registered Agreement dated 08/12/2021 and by the strength of the said registered **Development Power of Attorney** dated 08/12/2021 the **Developer/Confirming Party** herein started and completed the **Construction of a G+III Storied Residential Building**, consisting of several self-contained residential **Flats/Units, Car Parking Spaces and Other Spaces** over the **Schedule-A** mentioned Land after obtaining **Building Sanction Plan**, in the name of the **Land Owner/Vendor** herein vide **Building Sanctioned Plan/Permit No. \_\_\_\_\_, dated***

*\_\_\_\_\_.*

*AND WHEREAS the Purchaser/s herein after taking several inspection and full satisfaction in the title Deeds and other relevant papers & documents, construction of the said Building including Sanctioned Building Plan and has/have agreed to purchase one of the said **Residential self-contained Flat**, being Flat No. \_\_\_\_\_, measuring an area of \_\_\_\_\_ Sq. Ft. super Built up Area more or less on the \_\_\_\_\_ Floor, \_\_\_\_\_ side of the said Building, consisting of \_\_\_\_\_ Bedrooms, \_\_\_\_\_ Dining-cum-Drawing Room, \_\_\_\_\_ Kitchen, \_\_\_\_\_ Toilets (Bath & Privy) and \_\_\_\_\_ Balconies, along with One Car Parking Space, measuring about \_\_\_\_\_ Sq. Ft. on the Ground Floor of the said Building, situated at the portion of said K.M.C. Premises No. 1206, Purbachal Main Road, Ward No. 106, P.S. Kasba now Garfa, Kolkata-700 078.*

*AND WHEREAS after coming to know the said intension of the Purchaser/s the Owner/Vendor as well as the Developer/Confirming Party herein have agreed to sell the said **Residential self-contained Flat**, being Flat No. \_\_\_\_\_, measuring an area of \_\_\_\_\_ Sq. Ft. super Built up Area more or less on the \_\_\_\_\_ Floor, \_\_\_\_\_ side of the said Building, consisting of \_\_\_\_\_ Bedrooms, \_\_\_\_\_ Dining-cum-Drawing Room, \_\_\_\_\_ Kitchen, \_\_\_\_\_ Toilets (Bath & Privy) and \_\_\_\_\_ Balconies, along with One Car Parking Space, measuring about \_\_\_\_\_ Sq. Ft. on the Ground Floor of the said Building, situated at the portion of said K.M.C. Premises No. 1206, Purbachal Main Road, Ward No. 106, P.S. Kasba now Garfa, Kolkata-700 078, in the District of South 24-Parganas, at or for a Total Consideration sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakh) only, free from all sorts of encumbrances, charges, attachments whatsoever, from its Allocations at or for a **total Marketable Consideration** sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only and the Purchaser/s*

*have agreed to purchase the same by paying the said total Consideration Money.*

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS**

*That the said total Consideration sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only of the lawful Money is truly paid by the Purchaser/s to the Developer / Confirming Party herein as per Memo of Consideration hereunder written on or before execution of these presents (the receipts whereof the Developer/Confirming Party doth hereby admit and acknowledge the receipts for the same and every part thereof) and the Land Owners/Vendors as well as the Developer/Confirming Party have release and forever discharge the Purchaser/s and also the said Schedule-B mentioned property or part thereof and the Land Owners/Vendors as well as the Developer/Confirming Party doth hereby absolutely and indefeasibly grant, convey, assign and assured and transferred by way of Sale unto and to the use of the Purchaser/s forever ALL THAT the said Flat & C.P.S., which is more fully mentioned and described in the Schedule-B hereunder written and delineated in the Map or Plan annexed hereto and thereon bordered by RED Colour and hereinafter referred to as the said **Flat & C.P.S. TOGETHER WITH** undivided proportionate share or interest of the underneath said Building along with all common rights, areas, benefits, facilities, amenities, utilities, appurtenances, privileges more fully mentioned and described in the different Schedule hereunder written **OR HOWSOEVER OTHERWISE** the same is or are any time heretofore were or was situated butted and bounded, called, known and numbered, described or distinguished in respect of the said **Flat & C.P.S.** and all fixtures, frames, fittings, erections, water, water courses, sewers, drains, fences, boundaries, ways, paths, passages, lights,*

*liberties and all manner of rights, privileges, easement, advantages, appurtenances, whatsoever to the said **Flat & C.P.S.**, building, premises, hereditaments tenements, belonging or in otherwise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, claim and demand, interest, use, trust, possession, property and muniments whatsoever both at law and in equity or the Land Owners/Vendors as well as the Developer/Confirming Party unto and upon the said property and every part thereof **AND ALL** the rents, issues and profits thereof and also arrears of rents if any, and all deeds, pattahs, muniments, writings and evidences of title which otherwise relate exclusively to the said land hereditaments and premises and which are or here after shall or may be in the custody, possession and control of the Land Owners/Vendors as well as the Developer/Confirming Party and they can or may be procure the same without any suit or actions at law or in equity, free from all liens, attachments and encumbrances and **TO HAVE AND TO HOLD** the said **Flat & C.P.S.** hereby granted, conveyed, transferred, assured, assigned, sold or expressed or intended so to be unto and to the use of the Purchaser/s absolutely and forever and the Land Owners/Vendors as well as the Developer/Confirming Party doth hereby for themselves and their heirs, successors, representatives and assigns that **NOTWITHSTANDING** any act, deed, matters or things by the Land Owners/Vendors as well as the Developer/Confirming Party made, done, committed or knowingly suffered to the contrary the Land Owners/Vendors as well as the Developer/Confirming Party is or are now rightfully or lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said **Flat & C.P.S.** hereby granted, conveyed and transferred unto and to the use of the Purchaser/s absolutely and forever and also the Land Owners/Vendors as well as the Developer/Confirming Party herein shall and will from time to time and at all*

*times hereafter at the request and costs of the Purchaser/s do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, Declaration, conveyance, matters and things whatsoever for further better and more perfectly assuring the said property and other common parts and passage appertaining thereto in the said premises and every part thereof unto and to the use and enjoyment of the Purchaser/s according to the true intent and meaning of these presents as shall or may be reasonably required.*

**THE LAND OWNERS/VENDORS AS WELL AS THE  
DEVELOPER/CONFIRMING PARTY DO TH HEREBY COVENANT WITH  
THE PURCHASER/S AS FOLLOWS :**

*1. The interest which the Land Owners/Vendors as well as the Developer/Confirming Party herein doth hereby transfer subsists and that they have full power and absolute authority to grant, convey, transfer, assign and assure the Purchaser/s with prorate share of undivided land beneath the said building, proportionate undivided share of said stair-case, landings, paths and passages in the said premises as stated above and specifically hereby granted, conveyed, transferred, assigned and assured unto the Purchaser/s in the manner aforesaid.*

*2. It shall be lawful for the Purchaser/s from time to time and at all times hereafter to enter into and upon and hold and enjoy the said **Flat & C.P.S.** with undivided prorate share of land at the said premises and the said proportionate undivided share of stair-case, landings, lobbies, Lift, path and passages in the said building as stated above and every part thereof without any interruption, disturbances, claim or demand whatsoever from or by the Land Owners/Vendors as well as the Developer/Confirming Party herein or any person or persons claiming through under or in trust for them and that free from and clear and freely and clearly and absolutely acquitted, exonerated and forever discharge or otherwise by the Land Owners/Vendors as well as the Developer/Confirming Party herein and any other person well and sufficiently saved, defended and kept harmless and indemnified of from and against all former and other estate, title, charges, attachments and*

*encumbrances whatsoever, made executed or suffered by the Land Owners/Vendors as well as the Developer/Confirming Party or any other person or persons lawfully or equitable claiming.*

3. *The said **Flat & C.P.S.** with undivided prorate share of land at the said premises and the said proportionate undivided share of stair-case, landings, lobbies, Lift, path and passages in the said building as stated above and every part thereof are free and discharged from and against any manner of encumbrances whatsoever.*

4. *That the Land Owners/Vendors as well as the Developer/Confirming Party herein further covenant that they shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser/s, his/her/their heirs, executors, administrators or assigns make, do or cause to be done or executed all such further and other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly conveying and assuring the said **Flat & C.P.S.** and every part thereof with undivided prorate share of land of the said premises and the said proportionate undivided share of common rights, benefits and facilities over the staircases, landings, roof, path and passages in the said building as stated above and every part thereof unto the Purchaser/s in the manner aforesaid as shall or may be reasonably required.*

5. *The Land Owners/Vendors as well as the Developer/Confirming Party herein shall unless prevented by fire or some inevitable accident from time to time and at all times hereafter upon every request and at the cost of the Purchaser/s or his/her/their attorney or agents at any trial, commission, examination or otherwise as the occasion shall require, produce all or any of the Deeds, Sanctioned Plan, documents and writing relating to the said **Premises No. 1206, Purbachal Main Road, Ward No. 106, Kolkata-700078,** deliver to the Purchaser/s /s such attested or other copies or extracts of and from the said Deeds, Sanctioned Plan, documents and writings or any of them as the Purchaser/s may require and keep the said deed, Sanctioned Plan, documents and writing un obliterated.*

6. *That notwithstanding any act, deed or things by the Land Owners/Vendors as well as the Developer/Confirming Party herein done,*

*executed or knowingly suffered to the contrary the Land Owners/Vendors as well as the Developer/Confirming Party herein are now lawfully, rightfully and sufficiently entitled to the said property, hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser/s and having such right and power the Land Owners/Vendors as well as the Developer/Confirming Party herein by executing these presents transfer all that the said **Flat** together with undivided proportionate share in the land in favour of the Purchaser/s herein to be enjoyed and possessed by the Purchaser/s exclusively and absolutely with all right to **sell, gift, mortgager, transfer, lease, let-out the same** in any manner whatsoever as per his own choice and discretion.*

7. *That the said **Flat** hereby conveyed are not subject to any attachment, mortgage or hypothecation and there is no arrear of rent nor the same has been acquisitioned or requisitioned by the Govt. or any public Undertakings and there is no co-sharers in respect of the said property.*

8. *That the Purchaser/s shall have every right or authority to **Mutate** his/her/their **name/s** in the Assessment Records of The K.M.C. and/or any other Competent Authorities in respect of their Schedule-B mentioned property after Completion the Registration procedure.*

**IT IS FURTHER AGREED AND DECLARED BETWEEN THE PARTIES AS FOLLOWS:-**

1. *The Purchaser/s shall be liable to pay directly to the authorities or contribute in proportion to the floor area of the said **Flat & C.P.S.** hereby conveyed to the Purchaser/s towards the payment of Municipal Taxes and other outgoings payable in respect of the property mentioned in the Schedule-B hereunder written from the date of receiving Possession of the Flat.*

2. *The Purchaser/s shall have full and absolute proprietary rights such as the Land Owners/Vendors as well as the Developer/Confirming Party herein derives from their title save and except that of demolishing or committing waste in respect of the property described in the Schedule-B hereto in any manner so as to affect other co-owners who have already purchased and*

*acquired or may hereinafter purchase or acquire similar property rights as covered by this Conveyance.*

3. *For the proper and effective administration of the said building at **Premises No. 1206, Purbachal Main Road, Ward No. 106, Kolkata-700078** and for the due maintenance, repair and replacement of common areas and facilities, an **Association or Society of Flat Owners** shall be formed and/or already formed and all the flat owners shall be members of the said Flat Owner's Association or Society.*

4. *The Purchaser/s shall be entitled to **sell, gift, mortgage, lease out, let-out or otherwise alienate the property hereby conveyed** at his sole discretion subject to the terms herein contained to any one without the consent & knowledge of the Land Owners/Vendors as well as the Developer/Confirming Party or any other Purchaser/s /s of the other flats in the building who may have acquired before and who may hereinafter acquire any rights, title or interest similar to those acquired by the Purchaser/s under the terms of this Conveyance.*

5. *That the Purchaser/s shall not in any way claim or demand in future any other Flat, Car Parking Space, Other Space or any other Structure in the Ground Floor of the said Premises, which is exclusively use by the Land Owner/Vendor as well as the Developer/Confirming Party herein.*

6. *The Purchaser/s undivided interest in the soil as more fully described in the Schedule-A hereunder written shall remain joint for all times with other co-owners who may hereinafter or hereto before have acquired rights, title and interest in the said land and in any flat in the said building, it being hereby declared that the interest in the soil is impartible.*

7. *That the Developer/Confirming Party herein Confirm this Sale by putting its seal and signatures in this Deed.*



**SCHEDULE-A REFERRED TO ABOVE :**

*(Description of Land where the G+III Storied Building is constructed)*

**ALL THAT ALL THAT** piece and parcel of **Bastu Land** measuring **04 (Four) Cottahs 13 (Thirteen) Chittacks 19 (Nineteen) Sq. Ft.** more or less together with **Structure measuring 200 Sq. Ft. approx.** standing thereon, situated and lying at **Mouza-Kalikapur, J.L. No. 20, Pargana-Khaspur, Collectorate Touzi Nos. 3, 4 & 5, comprised in C.S. Dag No. 103 & R.S. Dag No. 127, under C.S. Khatian Nos. 53, 26 & 6 and R.S. Khatian Nos. 298, 303 & 294, P.S. formerly Tollygunge, then Jadavpur thereafter Kasba now Garfa,** at present within the limits of The Kolkata Municipal Corporation, known as **K.M.C. Premises No. 1206, Purbachal Main Road, Ward No. 106, vide Assesse No. 311061612067, Kolkata-700 078, in the District of South 24-Parganas,** which is butted and bounded as follows :-

**ON THE NORTH BY :: Land of Dag No. 128.**

**ON THE SOUTH BY :: Land of Dag No.81 & 20' Wide  
K.M.C. Road.**

**ON THE EAST BY :: 20'-0" Wide K.M.C. Road.**

**ON THE WEST BY :: Land of R.S. Dag No. 72.**

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

*(Description of Flat & C.P.S. hereby agreed to be sold)*

**ALL THAT One** Self Contained Residential Flat, **being Flat No.\_\_\_\_\_**, measuring \_\_\_\_\_ **Sq. Ft** Super Built Up Area more or less, on the \_\_\_\_\_ **Floor**, consisting of \_\_\_\_\_ Bedrooms,\_\_\_ Dining-cum-Living Room, \_\_\_\_\_ Kitchen,\_\_\_\_\_Toilets and \_\_\_\_\_ Verandahs/Balconies, along with **One Open Car Parking Space**, measuring about \_\_\_\_\_ **Sq. Ft.** on the **Ground Floor** of the said Building, situated in the G+III Storied Building, which is more fully and particularly mentioned and described in the Schedule-B hereunder written together with undivided proportionate share or

*interest of the Schedule-A mentioned Land along with all common rights, benefits, facilities, amenities, utilities, more fully mentioned and described in the Schedule-C hereunder written, situated under **Mouza-Kalikapur**, J.L. No. 20, Pargana-Khaspur, Collectorate Touzi Nos. 3, 4 & 5, **comprised in C.S. Dag No. 103 & R.S. Dag No. 127, under C.S. Khatian Nos. 53, 26 & 6 and R.S. Khatian Nos. 298, 303 & 294, P.S. formerly Tollygunge, then Jadavpur thereafter Kasba now Garfa, at present within the limits of The Kolkata Municipal Corporation, portion of K.M.C. Premises No. 1206, Purbachal Main Road, Ward No. 106, Kolkata-700 078, in the District of South 24-Parganas, free from all sorts of encumbrances, charges, attachments whatsoever.***

**SCHEDULE-“C” REFERRED TO ABOVE :**  
**(Description of Common rights and facilities)**

1. *That the Land underneath the said Building and open spaces which are open to Sky, Passages, Common Passages, Main Gate, Entrance & Exit, in the said premises.*
2. *That Foundation columns, Beams, supports, girders, Partition Walls, Boundary Walls, Main Gate, Fences, Grills, Lights and other fittings and fixtures in the common areas in the said premises.*
3. *Roof, Staircases, Stairways, Landings, Lobbies, Railings, Grills in the said building in the said premises.*
4. *Space provided for Electric Meter, Motor Pump Installation Caretaker Room in the said Premises.*
5. *Water courses, Underground Water Reservoir, Overhead Water Tank, Water Lifting Pipes, Pump Motor, Septic Tanks, Drainage & Sewerages, Sanitary fittings and fixtures, electric wirings in the common area of the said premises.*
6. *One 4 (Four) Passenger Lift with all machinery's accessories and equipment (including Lift machine Room) and Lift wells and lift lobbies on all floors.*

SCHEDULE- "D" REFERRED TO ABOVE :  
(Description of Rights/Obligations/Common Expenses)

RIGHTS

1. That the Purchaser/s shall have full right and absolute authority to **Mutate his/her/their name/s** in respect of the Schedule-B mentioned Flat, hereby conveyed in the Assessment Records of The Kolkata Municipal Corporation and any other Competent Authorities.
2. That the Purchaser/s shall get separate Electric Meter in his own name at his own expenses from the common Meter Room in the said building.
3. That the Purchaser/s shall get Twenty-Four Hours uninterrupted supply of K.M.C. and/or self arrange Water in the said premises.
4. That the Purchaser/s may fix T.V./Radio Antenna, Cable and Internet Connections on the Roof and use the said roof in common with the other owners and occupiers of the said building.
5. That the Purchaser/s shall have full authority to possess and enjoy the said Schedule-B mentioned property as its absolute owner with his successors and legal representatives in any manner whatsoever with full right to sell, gift, mortgage, let-out, lease-out the same as per his own choice and discretion.
6. That the Purchaser/s shall have right to enter any other flat in the said building for the purpose of effecting of Repair or service pipe lines and portion of their flat as may be reasonably required and also shall allow the other flat owners for the same purposes subject to prior notice to that effect in both.

OBLIGATIONS

1. That the Purchaser/s shall have no right to claim partition of the land underneath the said building in the said premises.
2. That the Purchaser/s shall not cause any damage to the common walls, partition walls, main structural beam in the said building at the said premises.
3. That the Purchaser/s shall not make any addition or alteration of the Main structure of the said building.
4. That the Purchaser/s shall use the said Flat as per his own choice and discretion, permitted by Law but shall not use any illegal purposes and shall not create any nuisance and/or shall not permitted to the same in the said premises.
5. That the Purchaser/s shall not throw or accumulate and permitted to be thrown or accumulated any dirt, rubbish, garbage etc. in the common areas, staircases, landings, roof in the said building.

6. *That the Purchaser/s shall have no right or authority to use and/or claim or demand any other Flats/Units, covered space or area in the said Building, except his Schedule-B mentioned Flat.*

7. *That the Land Owners/Vendors or Developer/Confirming Party in no way liable or responsible for default of Water arrangement system or any other problems, after formation of Flat Owners Association in the said premises.*

**8. *That the Purchaser/s shall not in any way claim or demand in future any other Flat, Car Parking Space, Other Space or any other Structure in the Ground Floor of the said Premises, which is exclusively use by the Land Owner/Vendor as well as the Developer/Confirming Party herein.***

#### COMMON EXPENSES

*That the Purchaser/s shall pay common expenses proportionately (from the date of receiving possession of the said Flat) for the purpose of maintaining, repairing, white washing, painting, decorating, cleaning re-building, re-decorating the said building.*

*That the Purchaser/s /s shall pay the Monthly expenses proportionately (from the date of receiving possession of the said Flat) for payment of Salary, Wages, Charges, Fees, Remunerations to the Management Staff, Caretaker, Mistry, Electrician, Sweeper, etc.*

*That the Purchaser/s shall also pay the premium proportionately (from the date of receiving possession of the said Flat) for Insured the said building, if any and Legal Charges, if any.*

*That the Purchaser/s shall pay the charges proportionately (from the date of receiving possession of the said Flat) for installations, fittings and fixtures for the common user of electric, sanitary, pipes, wires in the said building and also maintenance charges for Lift, Lift-Well including its fittings and fixtures with the other co-owners of the said Building.*

*IN WITNESS WHEREOF the PARTIES have hereunto sets and subscribed their respective hands and seal on this the day, month and year first above written;*

*SIGNED, SEALED & DELIVERED*

*in the presence of :*

*WITNESSES*

*1.*

*As Constituted Attorney of MR. AVIK SAHA*

\_\_\_\_\_  
*SIGNATURE OF THE LAND OWNER/VENDOR*

*2.*

\_\_\_\_\_  
*SIGNATURE OF THE PURCHASER/S*

\_\_\_\_\_  
*SIGNATURE OF THE DEVELOPER/  
CONFIRMING PARTY*

*Drafted by me:*

MEMO OF CONSIDERATION

RECEIVED of and from the within named PURCHASER/S the within mentioned total Consideration sum of Rs. 13,10,000/- (Rupees Thirteen Lakh Ten Thousand) only towards the full and final payment against the conveyed property as per MEMO below :

M E M O

<u>Sl.</u>	<u>No. Pay Order No. &amp; Date</u>	<u>Name of the Bank</u>	<u>Amount</u>
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(TOTAL RUPEES \_\_\_\_\_ ONLY)

WITNESSES

1.

2.

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SIGNATURE OF THE DEVELOPER/  
CONFIRMING PARTY

COMPUTER PRINTED BY :

(SWAPAN KUMAR MONDAL)  
ALIPORE POLICE COURT,  
KOLKATA :::: 700 027.