

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day of-----, **2020 AMONGST (1) SRI AMITAVA MUKERJI** (PAN NO.CQNPM1861J) son of Late Satya Niranjan Mukerji, by faith-Hindu, by occupation-Retired Person, Nationality-Indian, residing at 20/12/2/2A, Iswar Ganguly Street, P.O. & P.S.-Kalighat, Kolkata-700026, presently residing at 115, Lesdon Avenue Cranbourne-3977 Victoria, Australia, hereby represented through its lawful attorney Mr. Sudipto Panda, son of Late D.K. Panda, residing at 200/E, S.P. Mukherjee Road, Kolkata-700026,

(2) **SMT. MANJU MUKERJI** (ADHAR NO.297698604931) wife of Late Debabrata Mukerji, by faith-Hindu, by occupation-Housewife, Nationality-Indian, residing at present at 200/E, S.P. Mukherjee Road, P.O.-Kalighat, P.S.-Tollygunge, Kolkata-700026, formerly residing at 11, Ratan Babu Road, P.O.-& P.S.-Cossipore, Kolkata-700002, (3) **SMT. MAHASWETA PANDA**, (PAN NO.AQZPP2253K) wife of Sri Sudipto Panda, by faith-Hindu, by occupation-Service, Nationality-Indian, residing at 200/E, S.P. Mukherjee Road, P.O.-Kalighat, P.S.-Tollygunge, Kolkata-700026, (4) **SRI SOMBUDDHA MUKHERJEE** (PAN NO.AJDPM4764H) Son of Late Satya Kinkar Mukerji, by faith-Hindu, by occupation-Retired Person, Nationality-Indian, residing at 11, Ratan Babu Road, P.O. & P.S.-Cossipore, Kolkata-700002, (5) **SMT. GOPA MUKHERJEE** (PAN NO. AEXPM7446K) wife of Late Bodhisatya Mukerji, by faith-Hindu, by occupation-Housewife, Nationality-Indian, residing at present at A-4, Flat-B, 35, Lawrence Street, Uttarpara, Kotrang, P.O.-P.S.-Uttarpara, District-Hooghly, Pin-712258, formerly residing at 11, Ratan Babu Road, P.O. & P.S.-Cossipore, Kolkata-700002, hereinafter collectively referred to as the "**LANDOWNERS**", The Land owners lander Sl. No. 2 to 5 herein above hereby represented through their Attorney Sri Tarak Nath Shaw son of late Panchu gopal Shaw. residing at 156/2, A.P.C. Road. P.s. – Burtolla, Kolkata – 700006. (which term shall unless excluded by and/or repugnant to the context shall deem to include **their** legal heirs, heiresses, representatives, executors, administrators and/or assigns) of the **FIRST PART**.

-AND-

M/S. TIRUPATI BALAJI CONSTRUCTION, (PAN NO.AAKFT7290B) a partnership firm, having its office at 157/A, A.P.C. Road, Kolkata – 700006, represented by its partners (1) **SRI TARAK NATH SHAW**

(PAN NO.-AXBPS7044J) son of Late Panchu Gopal Shaw, **(2) SRI SURAJ KUMAR SHAW** (PAN NO.ASCPS1805M) son of Sri Tarak Nath Shaw, **(3) SRI MANISH KUMAR SHAW** (PAN No.BDIPS7808E) son of Sri Tarak Nath Shaw, all are by faith-Hindu, by occupation-Business, and all are residing at 156/2, Acharya Prafulla Chandra Road, Police Station-Burtolla, Kolkata- 700006, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include **their** heirs, executors, successors, successors-in-interest, administrators, legal representatives and/or assigns) of the **SECOND PART**.

SRI/SMT. _____ (PAN NO _____) AND
 (AADHAAR NO _____), Son of
 _____ by faith - _____, by occupation
 _____, residing at _____

herein after referred to as the **PURCHASER** (Which term shall unless excluded by and/or repugnant to the context shall deem to include his/her legal heirs, heiresses, representative, executors, administrators and/or assigns) of the **THIRD PART**

WHEREAS one **Sateyendra Krishna Basu, Jatindra Krishna Basu** and **Taralini Dassi**, were the joint Owners of ALL THAT the piece and parcel of land measuring about **9, Cottahas** together with two storied building thereupon the said comprised in land Holding No.77 & 78A, old Holding No.10, Touzi No.2833/1298, Division-I, Sub-division-IV, within Mouza and P.S.-Cossipore, Dihi Panchanna Gram, Sub-Registry office-Cossipore, District-24, Parganas now under District-24, Parganas North, within the limit of KMC Ward No.-1, being premises No.-11, Ratan Babu Road, P.S.-Cossipore, Kolkata-700002.

AND WHEREAS the said **Jatindra Krishna Basu** and others vide a registered Deed dated 29-11-1910, sold the said land and building to Ganesh Chandra Dey Ghatak and his two brothers both are sons of Late Biharilal Dey of 151, Raja Deinendra Street, P.S.-Manicktala, District-24, Parganas North.

AND WHEREAS said **Ganesh Chandra Dey Ghatak** and his two brothers in the year 1928, by virtue of partition being Suit No.77 of 1928, dated 20-04-1928, got division of their said land, whereby said **Ganesh Chandra Dey Ghatak** have allotted and became the sole Owners of the property consisting of **9 Cottahas** bastu land and a two storied structure standing thereupon with all other easement rights morefully described in the **SCHEDULE** written below known as Premises No.11, Ratan Babu Road, within Ward No.1, of Kolkata Municipal Corporation, and seized and possessed of the same peaceably and quietly upon mutating his name in the records of the Kolkata Municipal Corporation as its absolute Owners and lately let out his said property to one Rai Saheb Mahendra Nath Mukhopadhyay.

AND WHEREAS said **Ganesh Chandra Dey Ghatak** thereafter sold and transferred his said property and premises unto and in favour of his said tenant said Rai Saheb Mahendra Nath Mukhopadhyay, vide a registered Deed of sale registered at the office of the Sub-Registrar, at Cossipore, District-24, Parganas now 24-Parganas North, registered in Book No.1, Volume No.16, Pages from 243 to 247, Being No.905 for the year 1933, and by virtue of the said deed of conveyance said Rai Saheb Mahendra Nath Mukhopadhyay became the absolute Owners of the said property and premises 11, Ratan Babu Road, Kolkata-700002.

AND WHEREAS the said Rai Saheb Mahendra Nath Mukhopadhyay while seized and possessed of his said property free from all encumbrances died intestate in November 1948 prior to enactment of Hindu Succession Act, leaving behind him surviving his four sons namely Satya Sadan Mukhopadhyay, Satya Brata Mukhopadhyay, Satya Kinkar Mukhopadhyay and Satya Niranjan Mukhopadhyay and two daughters Satyabati and Satyashila and on his demise the said property devolves only upon his abovementioned four sons as per Hindu Law inheritance and each of his said four sons became the joint Owners in respect of their undivided 1/4th share in the said property and premises.

AND WHEREAS said **Satya Sadan Mukhopadhyay** thereafter died intestate on 11-11-1954 prior to enactment of Hindu Succession Act, leaving behind him surviving his daughter Jogamaya Mukhopadhyay and son Sidhartha Mukhopadhyay but Jogamaya Mukhopadhyay did not get any share in the said property since Satya Sadan Mukhopadhyay expired much before 1955.

AND WHEREAS said **Satya Brata Mukhopadhyay** being a bachelor renounced the material world by becoming a Sannyasi in the year 1939 leaving his share to the rest of his two sisters and brothers.

AND WHEREAS the said **Satya Kinkar Mukhopadhyay** alias Mukherji also died intestate on 24-01-1978, leaving behind him surviving his two sons namely Bodhisatya Mukhopadhyay and Sombuddha Mukhopadhyay as his legal heirs and on his demise his share in the said property devolves upon his said two sons jointly in equal share.

AND WHEREAS said **Satya Niranjana Mukhopadhyay** alias Mukherji also died intestate in October, 1947 prior to enactment of Hindu Succession Act, leaving behind him surviving his two sons namely Debabrata Mukherji and Amitava Mukherji as his legal heirs and on his demise his share in the said property devolves upon his said two sons jointly in equal share.

AND WHEREAS said Bodhisatya Mukherji also died intestate on 20-07-1980, leaving behind him surviving his wife Smt. Gopa Mukherji and his son Subbrata Mukherji as his only legal heirs.

AND WHEREAS said Subabrata Mukherji being bachelor died on 19-09-1990, leaving him surviving his mother said Smt. Gopa Mukherji upon whom all his undivided 50% share which he derived upon death of his father said Bodhisatya Mukherji, automatically devolved as per Hindu law of inheritance.

AND WHEREAS said Debabrata Mukherji also died intestate on 02-12-2005, leaving behind him surviving his wife Smt. Manju Mukherji and his daughter Smt. Mahasweta Panda as his legal heiresses upon whom all his estate including his undivided share as in the said property and premises automatically devolved upon them in equal share.

AND WHEREAS said **Sri Amitava Mukherji, Smt. Manju Mukherji** and **Smt. Mahasweta Panda** on one hand and **Sri Sombudha Mukherji** and **Smt. Gopa Mukherji** on the other hand become joint Owners in respect of their respective shares as in the said property and premises and while they jointly seized and possessed of the said property and premises 11, Ratan Babu Road, Kolkata-700002, free

from all encumbrances they intended to get their said property developed by constructing of a multi storied building consisting of several self-contained flats/units through a Developer and in accordance with their said desire the Owners contacted with an expert Developer of their locality known in the name **M/S. TIRUPATI BALAJI CONSTRUCTION**, a partnership firm, having its office at 157/A, A.P.C. Road, Kolkata - 700006, represented by its partners **(1) SRI TARAK NATH SHAW** son of Late Panchu Gopal Shaw, **(2) SRI SURAJ KUMAR SHAW** son of Sri Tarak Nath Shaw, **(3) SRI MANISH KUMAR SHAW** son of Sri Tarak Nath Shaw, all are by faith-Hindu, by occupation-Business, and all are residing at 156/2, Acharya Prafulla Chandra Road, Police Station-Burtolla, Kolkata- 700006, to develop their said property and premises more particularly mentioned in the **Schedule** written hereunder and obtained a sanctioned building plan vide Building Permit No.2017010050, dated 08-11-2007, from the Kolkata Municipal Corporation Building Department in order to construct a G+4, storied building thereupon their said property and premises 11, Ratan Babu Road, Kolkata-700002,.

AND WHEREAS relying upon the representation and assurances of the parties herein this Development Agreement, the Developer said **M/S. TIRUPATI BALAJI CONSTRUCTION**, through its partners agreed to develop the said property of the Owners under First Part herein and in accordance with the said sanctioned building plan also agree to cause all constructional work at their entire cost and expenses in terms of the statutory Building Rules and Regulation of the of the KMC.

AND WHEREAS the Owners herein under First Part according to their said desire and to develop and construct building in terms of the said

sanctioned building plan appoint the said Developer firm **M/S. TIRUPATI BALAJI CONSTRUCTION** as their Developer of their said property and premises subject to the terms contained hereunder this Development Agreement.

AND WHEREAS it is agreed by and between the parties i.e. between the Owners and the Developer that for the purpose of causing all necessary works to develop and construct building thereupon the said land and property, the Owners herein also agree to execute a register power of attorney in favour of the partners of said Developer firm **M/S. TIRUPATI BALAJI CONSTRUCTION** to enable the Developer firm and their partners to do all works relating to development of their said property and also to construct building thereupon in terms of the said sanctioned building plan in the name of the owners and to act on their behalves all necessary works for this aforesaid purposes.

AND WHEREAS the Developer herein under Second Part as agreed to do all works in terms of this Development Agreement at the entire cost of the Developer and also to construct G+4, storied building at the said premises of the Owners more particularly mentioned in the **SCHEDULE** written hereunder in terms of the said sanctioned building plan and for causing such works smoothly also agree to accept the registered power of attorney which would be executed and registered simultaneously with the execution and registration of this Development Agreement.

AND WHEREAS in view of the above the land owners on or about 03.09.2019 by execution and registration of a Development Agreement registered at the office of the ARA- III , KOLKATTA and recorded in book no 1, volume no 1903-2019, Being No – 190305592 for the year

2019 agreed to develop and construct a multistoried building thereupon through their said land thing their said Developer firm M/S TRIPUTI BALAJI CONSTRUCTION subject to the term contained therein the said Development Agreement.

AND WHEREAS in term if the said development agreement the landowners also have executed a registered development power of attorney on the even date 03.09.2019 in favour if the managing partner of the said developer firm Sri Tarak Nath Shaw registered at the office if the ARA III, KOLKATTA , Being no 05598/2019 to enable the Developer to cause all development and constructional work in term if the sanctioned building plan vide plan no – 2017010050 dated 08.11.2017, already obtained from the Kolkata Municipal Corporation.

AND WHEREAS in term of the said registered Development Agreement and registered power of Attorney and in term of the said sanctioned building plan the developer caused construction of a G +5 Storied building at the said land if the land owners.

AND WHEREAS the purchaser herein being interested to purchase of a residential flat at the said project thus contacted with the developer M/S TIRUPARI BALAJI CONSTRUCTION for purchase of a self-contained flat being flat no _____ at _____ floor measuring an area more or less _____ sq.ft. super built up at a for a total construction RS. _____ (Rupees _____) only plus GST AS application and considering his said offer as fare and marketable the developer agreed sale the said flat free from all encumbrances in favour of the said purchaser entered in to as agreement for sale dated _____ subject to the terms contained in the said

agreement for sale of the said flat on which the purchaser also agreed to purchase the said flat which is exclusively under developers allocation.

NOW THIS DEED WITNESSETH and it is hereby mutually agreed by and between the parties hereto as follows:-

ARTICE - I

1. DEFINITION:

OWNERS shall mean;

1a. Sri Amitava Mukherji son of Late Satya Niranjan Mukherji;

1b. Smt. Manju Mukherji, daughter of Late Debabrata Mukherji;

1c. Smt. Mahasweta Panda daughter of Late Debabrata Mukherji;

2a. Sri Sombuddha Mukherji, son of Late Satya Kinkar Mukherji;

and

2b. Smt. Gopa Mukherji wife of Late Bodhisatya Mukherji, **all are permanent residing of 11, Ratan Babu Road, P.S.-Cossipore, Kolkata-700002;**

- Being the parties under First Part herein which mean and include their respective legal heirs successors, representatives and/or administrators and assigns.
- **DEVELOPER** shall mean **M/S. TIRUPATI BALAJI CONSTRUCTION**, a partnership firm, having its office at 157/A, A.P.C. Road, Kolkata – 700006, represented by its partners **(1) SRI TARAK NATH SHAW** son of Late Panchu Gopal Shaw, **(2) SRI SURAJ KUMAR SHAW** son of Sri Tarak Nath Shaw, **(3) SRI MANISH KUMAR SHAW** son of Sri Tarak Nath Shaw, all are by

faith-Hindu, by occupation-Business, and all are residing at 156/2, Acharya Prafulla Chandra Road, Police Station-Burtolla, Kolkata-700006.

- **THE SAID PROPERTY AND PREMISES** shall mean **ALL THAT** the piece and parcel of a land measuring an area more or less **9 Cottahs**, together two storied building standing thereupon known by Municipal Premises No.11, Ratan Babu Road, P.S.-Cossipore, KMC Ward No.1, Kolkata-700002, lying under Holding No.77 & 78A, old Holding No.10, Touzi No.2833/1298, Division-1, Sub-Division-4, Mouza-Cossipore, Dihi Panchanna Gram, Additional District Sub-Registry office Cossipore Dum Dum, District-24, Parganas North.
- **NEW BUILDING:** shall mean G+4, storied building or buildings to be constructed in accordance with the sanctioned plan vide Building Permit No.2017010050, dated 08-11-2017, sanctioned by the Kolkata Municipal Corporation or any future modification thereof in respect of the said property.

ALLOCABLE SPACE : shall mean the space in the new building available for independent use and occupation after making due provisions for common facilities and spare required thereof.

- **OWNERS SHARE OR ALLOCATION** shall mean and include 40% of sanctioned area in the premises which shall include built-up area throughout the building from ground floor to top floor out of which four nos. of garages will be provided at the ground floor, the existing temple of His Holiness **Thakur Satyananda Dev** will be kept intact but the same would be renovated and decorated at par

with the new building with a dome shaped structure at the top along with Bath-cum-privy, and **one big flat on the fourth floor being Flat No.L**, on the South Eastern side, **three flats comprising the entire 2nd floor**. Any future changes/alterations if be made that will be made and executed by a supplementary agreement specifying the individual allotments, which would be considered and treated as part of this development agreement. If any more floors are constructed later on, by obtaining permission from the Municipal Authority, then in such event the Owners will be entitled to have 40% share on such extra floors, to be constructed later on in the said building, more and above the said G+4 storied building. It is made clear that the Owners are entitled jointly to an area **4300 Sq. ft.** built-up area in lieu of their 40% share in the constructed area of the **G+4** building proposed to be constructed in terms of the said sanctioned building plan but the area allotted to the Owners is more or less **3700 Sq. ft.** built-up area and for the rest **600 Sq. ft.** built-up area more or less will be adjusted and vested to the Developer against payment of **Rs.35,00,000/- only** which the Developer paid to the Owners and if the Owners may interested to have and to hold their said **600 Sq. ft.** built-up area more or less for their own in that case the Owners shall refund the said amount **Rs.35,00,000/- only** to the named herein said Developer **M/S. TIRUPATI BALAJI CONSTRUCTION**, the party under Second Part herein.

- **DEVELOPER'S ALLOCATION:-** shall mean and include the 60% area of the total sanctioned area in the building consisting of several flats/units/car parking's etc. excepting the area specially allocated to the owners and that would be the consideration flowing from the owners end for developing/promoting the said property into a multi storied building. If any more floor will be constructed later on, if so

permitted by the Municipal Authority, then in such event the Developer will be entitled to have 60% share on such extra floor, if be constructed later on in the said building, more and above the said **G+4** storied building, as shown in the sanctioned building plan **Together with** the proportionate undivided right and interest on the open space or vacant land and in respect of the land underneath the said building and the proportionate rights and interest in the common areas and facilities as will be in the said project proposed to be constructed.

- **THE SUPER BUILT-UP AREA** shall mean built up area of the unit together with the proportionate share on the stair case, landings, and passages as well as proportionate undivided share or interest in the land underneath and around the structure which will be calculated straightway of **20%** of the built-up area.
- **COVERED AREA** shall mean and include the built-up/constructed area in the said property and premises.
- **COMMON FACILITIES AND AMENITIES:** shall mean and include all passages, ways, stairways, lift, corridors, Lobbies, shafts, gates, rainwater pipes, sewerage and drainage pipe lines, underground sewer fittings, fixtures, manholes, pits, gullies, water connection and pipe lines, overhead and underground reservoirs pipe lines, motor pumps, fences and boundary wall, courtyard, CESC supply electric connection and electrical supply to common areas fittings, fixtures, entire exterior walls, boundary walls, garbage vat common driveways and other facilities whatsoever required for the establishment of location enjoyment provision maintenance and

management of the affairs of the said building on the said property.

- **ARCHITECT** shall mean such person or persons, confirming all Municipal statutory provision, Rules, Regulations and other statutory provisions who shall be appointed by the Developer/Promoter for designing and planning of the building which also includes supervision during construction of the building, if so, appointed by the Promoter/Developer at their own cost.
- **BUILDING SANCTIONED PLAN:** shall mean and include the plan, already sanctioned vide Building Permit No.2017010050, dated 08-11-2017, by the Kolkata Municipal Corporation in respect of the said property including its modifications, variations, revision, if be made thereto, later on.
- **APARTMENTS:** shall mean and include the individual unit or units in the new building/s available for independent use and occupation by the prospective buyer or buyers including the Owners/Developer and their respective nominee or nominees together with the proportionate share in the common facilities and amenities.
- **UNIT/SPACE:** for occupation shall mean the unit and space in the building available for independent use together with common facilities and the space thereof including the car parking space as specified in the said plan.
- **TRANSFER:** with the grammatical variation shall include transfer by possession and by any other means adopted for affection of what is understood as a transfer of space in the multi-storied building to its

purchasers/occupiers.

- **TRANSFeree:** shall mean a person, firm, limited company, Association of persons to whom any space in, the building or buildings will be transferred by separate deed of transfer/conveyance.
- WORDS importing singular shall include plural and vice-versa.
- WORDS importing Masculine Gender shall include Feminine and Neuter Genders likewise words importing Feminine Gender shall include Masculine and Neuter Genders.
- **CO-OWNERS :** of the building according to the context shall mean all the buyers/ Owners who from time to time have purchased or have agreed to purchase any unit of the building jointly and have taken possession of such unit including the Vendors portion.
- **ASSOCIATION** shall mean any Association or Registered society that may be framed by the units/flats holders for the common purposes after transfer of all units to the occupiers having such Rules, Regulations and restrictions as may be deemed proper and necessary by the **Owners/Purchasers** but not inconsistent with the provisions and covenants herein contained.
- **MAINTENANCE CHARGES:** shall upon formation of the Association and its taking charge of the acts relating to the common purpose mean and the Association and .till such time the Association is formed and take charge of the acts relating to the common

purpose the Developer will have the right to take maintenance charges from the Owners of the flats/car parking spaces as in the said building as would be decided amicably amongst the owners of respective flats and the Developer.

- **COMMENCEMENT:** this agreement shall be deemed to have commenced on and with effect from the date of its execution and registration.

2. SCOPE OF THE AGREEMENT:

- The Developer shall develop and construct the new building in accordance with the sanctioned building plan upon the land of the said premises through the expert architects, L.B.S, Engineers, at the choice of the Developer.
- Nothing in these presents shall be construed as a demise or agreement or conveyance in law by the Owners of the said property and premises or any part thereof to the Developer or as creating any right title or interest in respect thereof excepting the Developer's right as contained in this Agreement.

3. ADVOCATE for the Developer shall mean and include the Association of **Mr. S.N. Panda**, Advocate, High Court at Calcutta having his office at of 6, Old Post Office Street, 3rd Floor, Room No. 75, Kolkata – 700001, and 15, Kartick Bose Lane, Kolkata-700006.

4. FORCE MAJEURE:

- The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations if prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.

Force Measure shall mean flood, earthquake, war, tempest, suits legal disputes and/or other act or commission beyond the control of the parties hereto.

NOW THIS INDENTURE WITNESSTH AND IT IS HEREBY AGREED BETWEEN THE PARTIES ON THE FOLLOWING TERMS.

That in pursuant to the said agreement and in consideration of the said sum of **Rs. _____ (Rupees only)** paid by the PURCHASERS to the OWNERS/DEVELOPER at or before the execution of these presents (the receipt whereof the OWNERS/DEVELOPER doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and forever discharge the PURCHASERS, the said flat and the proportionate share on the land together with all easement rights appurtenance thereto to the said flat intended to be sold herewith) **AND THAT** the OWNERS/DEVELOPER doth hereby sell, grant, transfer, convey, assign and assure unto and in favour of the PURCHASERS **ALL THAT** the piece and parcel of a self-contained residential Flat, being **Flat No.- _____**, on the _____ **Floor**, _____ **Side**, having **super built-up area** of _____ **Sq. ft.** together with all amenities and facilities thereto the **said flat** and the undivided impartible proportionate share on the land underneath the said building, which more particularly mentioned in the **SECOND** written hereunder and also together with the right title interest

claim or demand whatsoever or howsoever of the OWNERS/DEVELOPER into and upon the proportionate land with all easement rights, interests and appurtenance thereto **TO HAVE AND TO HOLD** the **said flat** together with all amenities and facilities thereto more perfectly mentioned in the **THIRD SCHEDULE** written hereunder along with the undivided proportionate share on the land underneath the said building for the use of the PURCHASERS absolutely and forever, which is free from all mortgages, charges, liens, lispendents, attachments trusts and encumbrances whatsoever or howsoever.

AND THE OWNERS/DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:-

- 1. That** notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the OWNERS/DEVELOPER to the contrary, the OWNERS/DEVELOPER is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land morefully described in the **FIRST SCHEDULE** written hereunder whereupon **said flat** is erected and build and morefully described in the **SECOND SCHEDULE** hereunder written together with all amenities and facilities thereto and the undivided proportionate share on the land underneath the said building, together with all rights, appurtenance thereto the said flat hereby sold granted, transferred, conveyed assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.
- 2. That** the OWNERS/DEVELOPER have good right full power and absolute and indefeasible authority to sell grant transfer and convey the said land and the **said flat** erected thereupon along with the undivided proportionate share on the land with all rights, appurtenance

thereto and every part thereof unto and to the use of the PURCHASERS in the manner as aforesaid and according to the true intent and meaning of these presents.

3. **That** it shall be lawful for the PURCHASERS at all times hereafter peaceably and quietly to enter into and upon and hold occupy and enjoy the **said flat** and the undivided proportionate share on the land with all rights, appurtenance thereto and receive the rents issues and profits thereof without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the OWNERS/DEVELOPER or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said flat and in the undivided proportionate impartible share in the land with all rights appurtenance thereto from and under through or in trust for the OWNERS/DEVELOPER and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the OWNERS/DEVELOPER well and sufficiently saved defended kept harmless and indemnified of and from and against all charges and encumbrances whatsoever made or done or executed or knowingly suffered by the OWNERS/DEVELOPER.
4. **That** the OWNERS/DEVELOPER and all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said flat and on the proportionate share on the land, hereditaments, with all rights appurtenance thereto from or through or under or in trust for the OWNERS/DEVELOPER shall and will from time to time and at all times hereafter at the request and costs of the PURCHASERS do make acknowledge and execute or cause to be done made acknowledged and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring for use of the **said flat** and the undivided proportionate share

on the land with all rights appurtenant thereto hereby sold, granted, transferred, conveyed assigned and assured and every part thereof unto and to the use of the PURCHASERS as shall or may be reasonably required.

5. That neither the OWNERS/DEVELOPER nor their respective legal heirs and representatives will have any right, title, interest or claim whatsoever in the **said flat** which is a self-contained residential Flat, being **Flat No.-_____**, on the _____ **Floor**, _____ **Side**, having super built-up area of _____ **Sq. ft.**, more particularly mention in the **SECOND SCHEDULE** written hereunder and which is subject matter of sale in this Deed of Conveyance.

THE PURCHASERS DO HEREBY ALSO COVENANT WITH THE OWNERS/DEVELOPER AS FOLLOWS:-

- 1. That** the proportionate share as on the land with appurtenance thereto shall always remained impartible and indivisible.
- 2. That** the PURCHASERS shall make payment of the municipal rates taxes and outgoings including the maintenance charges exclusively for the said Flat representing the proportionate share on the land underneath the said building whereupon the said flat is erected and built together with all rights, appurtenance and liberties thereto proportionately for the common areas and facilities in the said building on and from the date of transfer of the said flat to the purchaser herein by the Owners/Developers.

3. **That** the PURCHASERS along with the other PURCHASERS on the other unit shall frame a scheme and/or rules and regulations as to the manner of holding of the flats on the proportionate land with rights appurtenance thereto and also for maintaining the said proportionate land and other common parts and facilities and shall obey the rules if, be framed of their own.
4. **That** the PURCHASERS shall as early as possible got his name mutated in the records of the all concerned authorities in respect of the said flat intended to be conveyed herewith and became the absolute owner of the **said flat**.

AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- (a) **That** the undivided share in the land underneath the; building comprised in the said premises hereby sold and transferred and attributable to the said Unit shall always remain indivisible and impartible.
- (b) **That** at or before entering into these presents! The PURCHASERS, has made himself aware that the said newly constructed building is more or less residential in nature and the PURCHASERS agree to maintain the decency of the said building and shall not do any act, deed or thing nor permit any act, deed or thing to be done which is likely to adversely affect the decency of the said new building.

SCHEDULE-A, ABOVE REFERRED TO

(Description of the entire property and premises)

ALL THAT the piece and parcel of a land measuring an area more or less **9 Cottahs**, together **G+4** building constructed thereupon having _____ **sq. ft. super built up** area in each floor comprised in at Premises No.11, Ratan Babu Road, P.S.-Cossipore, KMC Ward No.1, Kolkata-700002, lying under Holding No.77 & 78A, old Holding No.10, Touzi No.2833/1298, Division-1, Sub-Division-4, Mouza-Cossipore, Dihi Panchanna Gram, Additional District Sub-Registry office Cossipore Dum Dum, District-24, Parganas North, which is butted and bounded as follows:-

ON THE NORTH :- By Ratan Babu Road, Kolkata-700002;

ON THE EAST :- By Private passage of Patkol;

ON THE SOUTH :- By Boundary of Patkol;

ON THE WEST :- 12, Ratan Babu Road, Kolkata-700002;

SCHEDULE-B, ABOVE REFERRED TO

ALL THAT the piece and parcel of a residential flat being **Flat No.-** _____, on the _____ **Floor**, _____ **Side**, measuring more or less _____ **Sq. ft. super built-up area** as in the said Premises 11, Ratan Babu Road, p.s.- Cossipore, Kolkata-700002, commonly known as " _____ " (which more particularly delineated in the map attached hereto marked with "Red" border) together with all amenities and facilities thereto the said flat along with the undivided proportionate share on the land underneath the said building more particularly mentioned in Schedule-A, above.

SCHEDULE-C, ABOVE REFERRED TO

(Common areas and amenities)

1. Staircase landings on all the floors and limited user of roof.
2. Generator back-up system and transformer installations.
3. Common passages and lobbies on the ground floor excepting car parking spaces.
4. Water pump, water tank, water pipes and other plumbing installations. Overhead water tank, underground water reservoir.
5. Drainage and sewerage.
6. Electrical wiring meters and fittings (excluding those as are installed for any particular flat).
7. Pump Room.
8. Boundary walls and main gates.
9. Such other common parts areas, equipment, installations, fixtures, fitting and spaces in or about the said building as are necessary for passage, better use and occupation of the units in common as are specified by the Owners expressly be the common parts after construction of the building but except the covered spaces.

SCHEDULE-D ABOVE REFERRED TO
(Common Expenses)

MAINTENANCE: All costs and expenses of maintaining repairing redecorating and renewing etc. of the main structure and in particular in roof (only to the extent of leakage damp and drainage to the upper floors) gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said building, mid enjoyed or used by the purchaser/occupier in common with other occupiers or serving more than one unit/flat and other saleable at the Housing Complex main entrance, landing and staircase of the said building and enjoyed by the Occupier/Occupiers used by him/them in common as aforesaid etc. The costs of cleaning and lighting the main entrance, passage, landings, staircases and other parts of the Housing Complex so enjoyed or used-by the occupier/purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired condition.

1. **OPERATIONAL:** All expenses for running and operating all machines, equipment's and installations comprised in the common parts and the common portions (including lift, water pump with Deep Tube-well and also the costs of repairing , renovating and replacing the same.
2. **STAFF:** The Salaries and other expenses of the staffs to be employed for the common purposes (e.g. electrification caretaker, plumber, administrative persons, etc.) and other emoluments and benefits. However the caretaker should be appointed only by mutual consent of Owners and Developer.
3. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Vendor or any agency

looking after the common purposes, until handing over the same to the Association.

SEHEDULE-E, ABOVE REFERRED TO

(Fittings and fixtures to be provided in the unit)

- A) GENERAL:** The building shall be constructed with RCC frame in accordance with the plan and drawing prepared by the Architects appointed by the Developer and sanctioned by the Kolkata Municipal Corporation.
- B) UNIT**
- 1. FLOORING:** Flooring in the room of the Units shall be made Marble or Vitrified Tiles of standard quality.
 - 2. WALL:** Inside walls will be finished with putty outside surface on the walls of the building will be painted with cement based weather coat paints.
 - 3. DOORS/WINDOWS:** Wooden frame Mush/doors painted with wood primer finish and windows will be finishes with Aluminum Sliding window with Iron grill for the outside windows, in the Owners Allocation.
 - 4. TOILETS:** Flooring will be of marble and walls to be cladded with glazed tiles upto 6 feet height. All white sanitary ware of standard make, exhaust fan, WC in all bathrooms, cistern with angular Cock, 3 hole miser with one shower and one Tap and all standard quality fixtures preferably Jaguar make in all owners allocation.

5. **KITCHEN:-** modular kitchen in the Owners Allocation in addition to granite stone slab for cooking, one appropriate basin, one sink, complimenting such modular kitchen and one exhaust fan including marble tiles fitting of 5: ft. height in the kitchen.
6. **LOFT:** On any bath of Giry **K.C.C.** finish.
7. **DINING HALL:** One basin with a Tap line with Normal water with one Angular Cock and one washing machine point (input & output).
8. **BALCONY:** Iron Grill at Normal height.
9. **BUILDING ENTRANCE:** Iron Collapsible gate.
10. **SANITARY WORK:** Contrast dark colour porcelain fittings.
11. **PAINTING:** Outside portion of the building will be of weather coat snowcem of a branded company preferable Asian Paints or Berger Paints.
12. **PLUMBING WORK:** All concealed plumbing work will be of ISI certified P.V.C Pipe fitting.
13. **ELECTRIC:** Concealed wiring with standard quality Copper Wire preferable (Havels, ISI Certified) as per required points and installation of required numbers of PCBs inside the flat.
14. **WATER:** required number of overhead tanks will be installed for providing 24 hours water supply from Corporation to all flat owners.

IN WITNESS WHEREOF the parties hereto have set **their** respective hands and seals hereunto on this day, month and year first above written.

SIGNED AND DELIVERED BY

1.

1. Sri Sudipta panda

(for and on behalf of said Sri Amitava Mukherjee as his constituted attorney.)

2. Sri Tarak Nath Shaw

(for and on behalf of
 Smt. Manju Mukherjee
 Smt Mahasweta panda
 Sri Sombuddha Mukherjee
 Smt. Gopa Mukherjee
 as their constituted attorney.)

SIGNATURE OF THE OWNERS

1.

2.

3.

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

Drafted by:-

Mr. Sachidananda Panda
 Advocate,
 High Court at Calcutta,
 15, Kartick Bose Lane,
 Kolkata-700006.
 M:9830613796.

MEMO OF CONSIDERATION

RECEIVED from the within named **Developer** the aforementioned sums
Rs. _____ **(Rupees _____) only**, as per memo
below.

Date	Particulars	Amount
	Total	

(Rupees Thirty Five Lac) only

WITNESSES :

1.

2.

SIGNATURE OF THE RECIPIENT

29
DATED THIS THE _____ DAY OF _____, 2020

DEED OF CONVEYANCE

BETWEEN

SRI AMITAVA MUKERJI & ORS.

...Landowners

-AND-

M/S. TIRUPATI BALAJI CONSTRUCTION,

... Developer

AND

PURCHASER

Drafted by:

**MR. SACHIDANANDA PANDA, Advocate,
High Court, Calcutta,
6, Old Post Office Street,
3rd Floor, Room No.75,
Kolkata - 700001
Phone: 9830613796**