

## DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the ..... day of  
....., 2019 (Two Thousand Nineteen) *B E T W E E N*;

(1) SRI SOUMENDRA NATH MUKHERJEE, having PAN :  
AEPPM7867L and (2) SRI RAMEN MUKHERJEE, having PAN :  
ACUPM7583Q, both sons of Late Birendra Nath Mukhopadhyay  
alias Biren Mukherjee, both are by creed : Hindu, Indian by  
National, by occupation : No.1 Advocate & No.2 Retired, both are  
residing at 47, Netaji Subhas, Post Office : Behala, Police Station :  
Parnasree, Kolkata : 700034, District : 24 Parganas (South),  
hereinafter jointly called and referred to as "the  
OWNERS/VENDORS" (which term or expression shall unless  
excluded by or repugnant to the subject or context be deemed to  
mean and include each of their respective heirs, executors,  
administrators, legal representatives and assigns) of the FIRST  
PART. The Owners/Vendors are being represented through their  
constituted Attorneys (1) SRI JAY S. KAMDAR and (2) SRI TUSHAR  
S. KAMDAR, both sons of Late Sharad H. Kamdar, both by religion  
: Hindu, Indian by National, both residing at 61, B.L. Saha Road,  
Block : H3, Tower : II, Flat No.2G, South City Garden, Police  
Station : Behala, Kolkata : 700053 and (3) SRI MANPEET SINGH,  
son of Manjit Singh, by religion: Hindu, Indian by National, by  
occupation : Business, residing at 3/1B, Chakraberia Lane, Police

Station : Ballygunge, Kolkata : 700020, by virtue of a registered General Power of Attorney dated 14<sup>th</sup> August, 2014, registered in the Office of the Additional District Sub-Registrar at Behala and registered in Book No.I, CD Volume No.23, Pages from 6153 to 6173, Being No.07237 for the year 2014.

AND

(1) SRI ....., having PAN : ..... and  
(2) SMT. ...., having PAN : ....., wife of Sri ....., both by creed : Hindu, Indian by National, by occupation : No.1 ..... & No.2 ....., both are residing at ....., Post Office : ....., Police Station : ....., Kolkata : 700....., District : 24 Parganas (South), hereinafter jointly called and referred as "the PURCHASERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

AND

ALL BENGAL CONSTRUCTION, a Partnership Firm, having PAN : ..... having its registered Office at 21/4, Aswini Dutta Road, Police Station : Lake, Kolkata : 700029, represented

by its Partners (A) SRI JAY S. KAMDAR, having PAN : AKWPK2270L, and (B) SRI TUSHAR S. KAMDAR, having PAN : AKWPK2271M, both are the sons of Sri Sharad. H. Kamdar, both by religion : Hindu, Indian by National, both residing at 61, B.L. Saha Road, Block : H3, Tower : II, Flat No.2G, South City Garden, Police Station : Behala, Kolkata : 700053 and (3) SRI MANPEET SINGH, having PAN : ....., son of Manjit Singh, by religion: Hindu, Indian by National, by occupation : Business, residing at 3/1B, Chakraberia Lane, Police Station : Ballygunge, Kolkata : 700020, 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 successor-in-office, administrators and assigns) of the THIRD PART.

WHEREAS one Phanindra Nath Mukhopadhyay had during his life time executed a Deed of Gift and registered the same on 13<sup>th</sup> December, 1955 whereby he transferred and conveyed amongst other properties ALL THAT the land measuring 16 (Sixteen) Cottahs 5 (Five) Chittacks and 9 (Nine) Square Feet more or less comprised in Mouza : Behala, J.L. No.2, R.S. No.83, in C.S. Dag No.7011, corresponding to R.S. Dag No.9685, under C.S. Khatian No.1935, corresponding to R.S. Khatian No.8666, Police Station : Behala, District : then 24 Parganas, with structure thereon unto and in favour of his four sons namely, Styendra Nath

Mukhopadhyay, Amarendra Nath Mukhopadhyay, Samarendra Nath Mukhopadhyay and Birendra Nath Mukhopadhyay absolutely and forever, in consideration of his natural love and affection.

AND WHEREAS one Satyendra Nath Mukhopadhyay, Amarendra Nath Mukhopadhyay, Samarendra Nath Mukhopadhyay and Birendra Nath Mukhopadhyay alias Biren Mukherjee became the Owners of ALL THAT piece and parcel of land measuring more or less 16 (Sixteen) Cottahs 5 (Five) Chittacks 9 (Nine) Square Feet together with several structures standing thereon, comprised in Mouza : Behala, J.L. No.2, R.S. No.83, under C.S. Khatian No.1935, corresponding to R.S. Khatian No.8666, appertaining to C.S. Dag No.7011, corresponding to R.S. Dag No.9685, Police Station : Behala, District : 24 Parganas (South).

AND WHEREAS while seized and possessed the aforesaid property as joint Owners thereof, the aforesaid persons executed and registered a Deed of Settlement, whereby they settled the aforesaid property in the names of Arati Devi, wife of Amarendra Nath Mukhopadhyay and Smt. Bandana Devi, wife of Birendra Nath Mukhopadhyay alias Biren Mukherjee, towards their life estate and after their demise the property will devolved upon the male successors of Amarendra Nath Mukhopadhyay and Birendra Nath Mukhopadhyay alias Biren Mukherjee.

WHEREAS all the Settlers died long earlier and Smt. Arati Devi also died on 24<sup>th</sup> December, 2010 without having any male descendant.

AND WHEREAS Amarendra Nath Mukhopadhyaya died on 29<sup>th</sup> January, 1980 and he had no son of his own.

AND WHEREAS Birendra Nath Mukhopadhyay alias Biren Mukherjee died on 17<sup>th</sup> December, 2001 leaving behind him surviving his two sons i.e. the Owners herein and wife Smt. Bandana Devi.

AND WHEREAS the Vendors herein including Smt. Bandana Devi @ Mukherjee have jointly mutated their names in respect of the aforesaid property, hereinafter called "the SAID PROPERTY", morefully described in the FIRST SCHEDULE hereunder written, with the Office of the Kolkata Municipal Corporation and the same is at present known and numbered as Municipal Premises No.43, Dwarik Mukherjee Road (mailing address 32, Dwarik Mukherjee Road), Police Station : Parnasree, Kolkata : 700034, under Ward No.130.

AND WHEREAS the Vendors herein jointly owned and possessed the said property, wherein Smt. Bandana Devi has her life estate

and the Vendors herein are the actual Owners of the said property and are the ultimate Reversioners and the said Smt. Bandana Devi @ Mukherjee was ready and willing to forgo her life interest in favour of her sons, the mutation in respect of the said property at present stands in the names of the Owners herein.

AND WHEREAS to avoid all future complication the said Smt. Bandana Devi @ Mukherjee by execution and registration of a Deed of Release withdraw herself as life estate holder in respect of the said property and release the same in favour of her two sons viz. Soumendra Nath Mukherjee and Ramen Mukherjee, the ultimate Reversioners of the said property. The aforesaid Deed of Release was registered on 11<sup>th</sup> August, 2014 in the Office of the Additional District Sub-Registrar at Behala and registered in Book No.I, Being No.06972 for the year 2014.

AND WHEREAS the Vendors herein entered into a registered Development Agreement in respect of the said property with the Developer herein on 14<sup>th</sup> August, 2014, as per terms and conditions as set forth in the aforesaid Agreement, hereinafter called "the SAID AGREEMENT". The said Agreement was registered

in the Office of the Additional District Sub-Registrar at Behala and registered in Book No.I, CD Volume No.23, Pages from 6439 to 6499, Being No.07234 for the year 2014.

AND WHEREAS the Vendors herein also jointly executed and registered a General Power of Attorney on 14<sup>th</sup> August, 2014, wherein they jointly empowered, appoint, nominate and constitute SRI JAY S. KAMDAR, TUSHAR S. KAMDAR and MANPEET SINGH, being the Partners of the Developer herein as their true and lawful Attorneys. The aforesaid General Power of Attorney was registered on 14<sup>th</sup> August, 2014, registered in the Office of the Additional District Sub-Registrar at Behala and registered in Book No.I, CD Volume No.23, Pages from 6153 to 6173, Being No.07237 for the year 2014.

AND WHEREAS thereafter the Developer herein on behalf of the Vendors herein applied for conversion of the nature of the land contained in the said property before the Office of the Sub-Divisional Land & Land Reforms Office, Sadar Alipore, South 24 Parganas, Treasury Building, 6<sup>th</sup> Floor, Kolkata : 700027 and accordingly the Authority concerned duly converted nature of the land from Bagan to Bahutal Abasan vide Order being Memo No.6/P/411/SDL&LRO, Sadar Alipore dated 28<sup>th</sup> March, 2018 in Conversion Case No.5/18 R.S.L. No.5/18 stands in the name of

Ramen Mukherjee and also Order being Memo No.6/P/412/SDL&LRO, Sadar Alipore dated 28<sup>th</sup> March, 2018 in Conversion Case No.6/18 R.S.L. No.6/18 stands in the name of Soumendra Nath Mukherjee.

AND WHEREAS thereafter the Developer herein already at its own cost got a Building Plan sanction from the for construction of a Multistoried Building over the said property from the Kolkata Municipal Corporation bearing sanctioned Building Plan No..... dated ..... in the name of the Vendors herein.

AND WHEREAS in terms of the said Development Agreement, the said Owners and the Developer, formulated a scheme to enable person/party intending to own Flat/s, Car Parking Space/s and other Space/s in the said new Building together with undivided proportionate share or interest in the land of the said premises along with undivided proportionate share in common areas whereupon the proposed Building is to be erected out of the Developer's allocation.

AND WHEREAS according to the said scheme, the Developer will construct or cause to be constructed a Multistoried Building at the



costs and expenses of the Developer at the said premises in accordance with the said sanctioned Building Plan.

AND WHEREAS the Purchasers have approached the Developer and agreed to acquire a portion of the Developer's allocation in the New Building and accordingly the Purchasers herein entered into a verbal Agreement with the Developer herein for purchasing a self-contained Flat bearing Flat No..... having super built up area of ..... Square Feet more or less from the ..... side of the ..... Floor and one Car Parking Space bearing No..... measuring more or less ..... Square Feet on the ..... side of the Ground Floor of the proposed Building, which will be constructed as Multistoried.

AND WHEREAS in terms of the said Development Agreement dated 14<sup>th</sup> August, 2014, the Developer erected, constructed and completed the construction of the said Multistoried Building at the said premises, hereinafter called "the NEW BUILDING", in accordance with aforesaid sanction Plan.

AND WHEREAS the Purchasers have inter-alia agreed to acquire from the Vendors, the undivided impartible proportionate share of land in the said premises, morefully described in the FIRST SCHEDULE hereunder written, free from all encumbrances,

charges, liens, lispendences, attachments, trusts whatsoever TOGETHER WITH the proportionate share and the benefit of the Plans relating to the said Flat bearing Flat No..... having super built up area of ..... Square Feet more or less from the ..... side of the ..... Floor and one Car Parking Space bearing No..... measuring more or less ..... Square Feet on the ..... side of the Ground Floor of the new Building, exclusively belonging to the Developer's allocation, hereinafter called "the SAID FLAT & CAR PARKING SPACE", which is morefully described in the SECOND SCHEDULE hereunder written, also with the right of use of the common portions, morefully described in the THIRD SCHEDULE hereunder written and TOGETHER WITH all right or rights in respect of said Flat & Car Parking Space and the common portions, proportionately from the Developer, which is morefully described in the SECOND SCHEDULE hereunder written on the terms and conditions as agreed upon by and between the Parties hereto as per Agreement at or for the total consideration of Rs...../- (Rupees .....) only paid by the Purchasers to the Developer.

AND WHEREAS the Developer has represented and assured the Purchasers that the said Flat bearing Flat No..... having super built up area of ..... Square Feet more or less from the

....., side of the ..... Floor and one Car Parking Space bearing No..... measuring more or less ..... Square Feet on the ..... side of the Ground Floor of the new Building, which has already been constructed as Multistoried one, is free from all encumbrances charges, liens, lispendences, attachments, trusts whatsoever or howsoever and the Vendors have also represented and assured the Purchasers that they have absolute power and authority to sell and transfer the undivided proportionate share or interest in the land comprised in the said premises attributable to the said Flat & Car Parking Space.

AND WHEREAS in pursuance of the aforesaid, the Vendors at the request of the Developer is completing the sale of the undivided share of land in the said premises attributable to the said Flat & Car Parking Space and the Developer is also completing the sale of the said Flat & Car Parking Space and the undivided proportionate share in the common portions in the New Building and/or the said premises by these presents.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said premises and in consideration of the sum of Rs...../- (Rupees .....) only paid by the Purchasers to the Developer being the total consideration price which includes the costs of undivided share in land at the premises of the Vendors

attributable to the said Flat bearing Flat No..... having super built up area of ..... Square Feet more or less from the ..... side of the ..... Floor and one Car Parking Space bearing No..... measuring more or less ..... Square Feet on the ..... side of the Ground Floor of the new Building and the undivided proportionate share in the common portions (the receipt whereof the Developer doth hereby also by the receipt and Memo hereunder written, admits and acknowledges, which duly affirmed by the Vendors also and of and from the payment of the same forever, release, discharge and acquit the Purchasers and the said undivided share of land in the said premises attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions). The Vendors do hereby grant, sell, convey, transfer, assign and assure and the Developer doth hereby confirms unto the Purchasers ALL THAT the undivided impartible proportionate share in the land contained in the said premises, morefully described in the FIRST SCHEDULE hereunder written, attributable to the said Flat & Car Parking Space TOGETHER WITH the proportionate undivided share and/or the benefit of the Plan relating to the said Flat & Car Parking Space, morefully described in the SECOND SCHEDULE hereunder written AND ALSO the proportionate share of the common portions, morefully described in the THIRD SCHEDULE hereunder written, in common with the Co-Owners and/or Occupiers of the New Building AND

the Developer doth hereby grant, sell, convey, transfer, assign and assure and the Vendors do hereby confirm unto the Purchasers the said Flat bearing Flat No..... having super built up area of ..... Square Feet more or less from the ..... side of the ..... Floor and one Car Parking Space bearing No..... measuring more or less ..... Square Feet on the ..... side of the Ground Floor of the new Building, morefully described in the SECOND SCHEDULE hereunder written and the undivided proportionate share in the common portion, morefully described in the THIRD SCHEDULE hereunder written, OR HOWSOEVER OTHERWISE the undivided share of land in the said premises attributable to the said Flat & Car Parking Space and undivided proportionate share in the common portions now are or is or at any time hereto before were or was situated, butted & bounded, called, known, numbered, described and distinguished TOGETHER WITH all areas, fences, limited right for the passage leading to the staircase and sides spaces of the Building including front open spaces, sewers, drains, water, water courses, benefits, advantages and all manners, former or other rights, liberties and easements privileges, appendages and appurtenances whatsoever belonging to the said undivided share of land in the said premises attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions or in anywise appertaining thereto or any part thereof, usually held, used,

occupied, accepted, enjoyed reputed or known as part or parcel or member thereof or appurtenant thereto AND the reversion or reversions, remainder or remainders and the rents, issues and profits of the said undivided share of land in the said premises attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions and other rights hereby conveyed AND all the estate, right, title, interest, property, claim and demand whatsoever of the Vendors and the Developer into or upon the said undivided share of land in the said premises attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions respectively and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from AND TOGETHER FURTHER WITH all rights, liberties and appurtenances, whatsoever TO AND UNTO the Purchasers free from all encumbrances, trust, liens, lispendences and attachments whatsoever (save only those as are expressly mentioned herein) AND TOGETHER FURTHER WITH AND SUBJECT TO easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the premises, the land and the New Building by the Purchasers as Co-Owners as mentioned in the FIFTH SCHEDULE hereunder written AND TO HAVE AND TO

HOLD the said undivided share of land attributable to the said premises and the said Flat & Car Parking Space and the undivided proportionate share in the common portions and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever SUBJECT TO the covenants, the rules and regulations contained in the SIXTH SCHEDULE hereunder written and/or elsewhere herein AND ALSO SUBJECT TO the Purchasers' paying and discharging all taxes, impositions and other common expenses relating to the said premises proportionately and the said Flat & Car Parking Space and details whereof are morefully mentioned in the FOURTH SCHEDULE and the SIXTH SCHEDULE hereunder written.

THE VENDORS AND DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS as follows :-

1. THAT the interest which the Vendors and the Developer do hereby professes to transfer, subsists and that the Vendors and the Developer have the sole right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchasers, the said Flat & Car Parking Space and undivided proportionate share in the common

portions TOGETHER WITH the benefits, rights and properties hereby sold and conveyed.

2. AND THAT it shall be lawful for the Purchasers from time to time and at all times hereafter, to enter into and upon and to use, hold and enjoy the said undivided share of land in the said premises, the said Flat & Car Parking Space and the undivided proportionate share in the common portions and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof, without any interruption, disturbance, claim or demand whatsoever from or by the Vendors or the Developer or any person or persons claiming through under or in trust for the Vendors and/or the Developer, unless otherwise expressly mentioned herein AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever SAVE only those as are expressly contained herein.
  
3. AND THAT the Vendors and the Developer shall from time to time and at all times hereafter, upon every request and at the costs of the Purchasers, make, do, acknowledge, exercise, execute, register and perfect all such further and/or other lawful and reasonable acts, deeds, matters and



things whatsoever for further better or more perfectly assuring the said undivided share of land in the said premises, the said Flat & Car Parking Space and the undivided proportionate share in the common portions TOGETHER WITH the benefits, rights and properties hereby granted unto the Purchasers in the manner aforesaid.

THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS AND DEVELOPER as follows :-

1. THAT the Purchasers herein shall be entitled to sell, gift, mortgage, lease, convey or otherwise alienate the said Flat & Car Parking Space to any person or persons without the consent of the Vendors and the Developer herein or any other Co-Owner or Co-Owners of the said Building.
2. THAT the Purchasers' undivided right, title, interest, possession in the soil of the said premises, morefully mentioned in the FIRST SCHEDULE hereunder written, shall remain join for all times the other Co-Owners of the said Building at the said Municipal premises.
3. THAT the Purchasers herein shall have all rights to mutate their names as Owners and Possessors in respect of the said

Flat & Car Parking Space in the Office of the Kolkata Municipal Corporation and in the records of any other Authorities, the Vendor and the Developer herein doth hereby give its consent or approval in writing for the purpose of such mutation and separate assessment, whenever shall be required by the Purchasers.

4. THAT the Purchasers herein shall be liable to pay directly towards payment of Owners' share and Occupiers' share of rates, taxes, land revenues and other outgoing charges payable to the Kolkata Municipal Corporation or to any other Authorities in respect of the said Flat & Car Parking Space hereby sold and transferred to the Purchasers and from the execution of this Deed of Conveyance.
5. THAT, so long as the said Flat & Car Parking Space is not be separately assessed in the name of the Purchasers herein for the purpose of aforesaid rates, taxes, land revenues and other outgoing charges, in that event the Purchasers shall pay proportionate share of the aforesaid charges as levied on the said Flat & Car Parking Space on and from the date of execution of this Deed.
6. THAT the Purchasers herein shall have full and absolute rights in common with the other Co-Owners of the said

Building in respect of proportionate share of common rights, common facilities and common amenities belonging to the said Building and belonging to the said premises, morefully described in the THIRD SCHEDULE hereunder written together with the right of the common use and occupation of the ultimate roof of the Building at the said Municipal premises.

7. THAT the Purchasers herein shall have all right to take electric, telephone, gas, water pipe etc, connections at the said Flat in the name of the Purchasers at the Purchasers' own costs through common portions and spaces of the said Building as well as the said Municipal premises.
8. THAT the Purchasers herein shall have all rights of erecting, scaffolding at the common spaces of the said Municipal premises for repairing, whitewashing, maintenance, painting, decorating, plastering, constructions in respect of the said Flat & Car Parking Space.
9. THAT all expenses for maintenance, repairing in respect of the common parts of the said Building including all common areas and common installations of the said Building shall be proportionately borne by the Purchasers with the other Co-

Owners of the said Building, morefully described in the FOURTH SCHEDULE hereunder and the Purchasers herein will enjoy the right of easements of the said Building as well as the said Municipal premises, morefully described and written in the FIFTH SCHEDULE hereunder.

10. THAT all expenses for running and operation of all common machineries, equipments and other installations, including all cost of maintenance, repairing shall be borne by the Purchasers proportionately with the other Co-Owners of the said Building.
  
11. THAT one Association and/or Society will be formed between the Flat Owners' of the said Building at the said Municipal premises having one member for each Flat and the Purchasers herein within 3 (Three) months after having possession of their said Flat & Car Parking Space, will join and form the said Owners' Association as the Owner(s)/Purchaser(s) may decide and upon the formation of the Owners' Association shall take the full charge of the Building and they should discharge the Vendor and the Developer herein from any further liability of whatsoever in respect of the said Building and the Vendor and the Developer herein shall have no responsibility in respect of

the said Building after the said stipulated period of 3 (Three) months.

12. THAT it is expressly and clearly mentioned that the Purchasers herein have paid a sum of Rs...../- (Rupees ..... ) only towards the security deposit for the common electric meter in the said Building and a sum of Rs...../- (Rupees Ten ..... ) only towards proportionate share of common electric charges and common maintenance charges for 4 (Four) months from the date of execution of this Deed of Conveyance and also paid a sum of Rs...../- (Rupees Two Thousand Eight Hundred Fifty) only towards proportionate share of K.M.C. 2 Quarter Tax and also paid a sum of Rs...../- (Rupees ..... ) only towards the service tax to the Developer herein.

13. THAT after formation of the said Association and/or Society, the said Body will be liable for the running maintenance, repairs, replacement, installations etc. of the said Building as well as said premises out of their own fund, which will be raised from the Flat Owners' of the said Building by the Association and/or Society and the Purchasers including the

other Flat Owners will not demand for the same to the Developer herein after formation of the Association and/or Society.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows

:-

THAT the said Flat & Car Parking Space have been constructed, completed and made tenantable and vacant possession thereof has been delivered by the Developer and the Purchasers duly received delivery of possession of the same with full satisfaction.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PREMISES)

ALL THAT piece and parcel of land measuring an area of 16 (Sixteen) Cottahs 5 (Five) Chittacks 9 (Nine) Square Feet be the same a little more or less together with several structures standing thereon, situate and lying at Mouza : Behala, J.L. No.2, R.S. No.83, under C.S. Khatian No.1935, R.S. Khatian No.8666, appertaining to C.S. Dag No.7011, R.S. Dag No.9685, being known and numbered as Municipal Premises No.43, Dwarik Mukherjee Road (mailing address 32, Dwarik Mukherjee Road), Police Station : Parnasree, Kolkata : 700034, within the limits of the Kolkata

Municipal Corporation, under Ward No.130, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto and the same is butted and bounded by :-

ON THE NORTH : 17' wide K.M.C. Road and other premises ;  
ON THE SOUTH : Municipal Drain and thereafter another property ;  
ON THE EAST : Several other premises ;  
ON THE WEST : Another premises.

THE SECOND SCHEDULE ABOVE REFERRED TO  
(DESCRIPTION OF THE SAID FLAT & CAR PARKING SPACE)

ALL THAT a self contained Flat bearing Flat No..... having super built up area of ..... Square Feet more or less having marble flooring consisting of 3 (Three) bed rooms, 1 (One) drawing-cum-dining, 1 (One) kitchen, 1 (One) toilet, 1 (One) W.C. and 1 (One) verandah from the ..... side of the ..... Floor and one Car Parking Space bearing No..... measuring more or less ..... Square Feet on the ..... side of the Ground Floor of the new Building constructed as Multistoried and/or built on the piece or parcel of land as described in the FIRST SCHEDULE hereinabove, TOGETHER WITH undivided proportionate share or interest in land attributable to the said Flat & Car Parking Space and all other rights of user of the common parts/portions in the said New

Building as mentioned in the THIRD SCHEDULE hereunder written and the said Flat & Car Parking Space are delineated on the MAP or PLAN annexed and bordered with RED colour attached herewith.

THE THIRD SCHEDULE ABOVE REFERRED TO  
(DESCRIPTION OF THE COMMON PORTION)

1. AREAS :-

- A. Entrance and exits to the said property and the Building/s.
- B. Darwans room, if any.
- C. Boundary walls and main gate of the said property.
- D. Lift and lift machine room.
- E. Staircase, stair head room and lobbies on all the floors.
- F. Entrance lobby, electric/utility room, water pump room, if any and the Office room, to be used by the Association/Committee, if any.



- G. Common installations on the roof and in the Ground Floor and also in each floor.
- H. Right to access on the roof above the top of the floor of the Building/s.
- I. The open land in the said property, foundation columns, beams, supports, common passage and boundary walls of the Building/s.
- J. Generator & Transformer.

2. WATER PLUMBING AND DRAINAGE :-

- A. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit! or exclusively for the same.
- B. Water supply system of the whole Building.
- C. Water pump, underground and overhead water reservoirs together with all common plumbing installations for carriage of water (save only those are within the exclusive area of any unit and/or exclusively for its use.

3. ELECTRICALS INSTALLATIONS :-

- A. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit or exclusively for its use).
- B. Lighting of common portions.
- C. Electrical installations for receiving electricity from suppliers and meters for recording the supply.
- D. Electric installation for lift.
- E. Machineries and accessories, if any (at extra cost).

4. OTHERS :-

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or around the said property and the Building/s as are necessary for passage to and/or user of the units in common by the Co-Owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO  
(DESCRIPTION OF THE COMMON EXPENSES)

- 1. All costs of maintenance, operating, replacing, repairing, white washing, painting, decoration, rebuilding, re-

construction redecorating lighting the common portions and common areas of the Building including the outer walls.

2. All charges and deposits for suppliers of common utilities to the Co-Owners in common in respect of the entire property.
3. Municipal tax, multistoried Building tax, water tax and other levies in respect of the Building save those separately assessed of the Purchasers' said Flat & Car Parking Space.
4. Insurance premium for insuring the Building.
5. Cost of formation and operation of the association of the Flat Owners.
6. The office expenses incurred in maintaining and office for common purposes.
7. All litigation expenses for the common purpose and relating to the common use and enjoyment for the common portions of entire property.
8. Electricity charges for the electrical energy consumed for the operation of the common services of entire property.

9. Salary of all persons employed for the common purpose including durwans, security personnel, sweepers, plumbers, electricians etc.
10. Fees and charges from all services and consultation and advices required to be and obtained from time to time in respect of and/or relation to the common purpose and common utilities.
11. All expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Co-Owners in common including such amount as may be fixed for creating a fund for replacement, renovation, repairing and/or periodic repairing of the common portions.

THE FIFTH SCHEDULE ABOVE REFERRED TO  
(DESCRIPTION OF THE EASEMENTS)

The Co-Owners shall allow each other and the Association, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances :-

1. The right of common passage, user and movement in all common portions.
2. The right of passage of utilities, including, connection for telephones, televisions, pipes, cables etc. through each and

every part of the New Building, including the said Flat & Car Parking Space.

3. Rights of support, shelter and protection of each portion of the New Building by other and/or others thereof.
4. The absolute, unfettered and un-encumbered right over the common portions SUBJECT TO the terms and conditions herein contained.
5. Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said Flat & Car Parking Space.
6. Right to install Television Antenna at such place on the roof of the New Building as may be demarcated by the Developer or the Association, upon formation for such purpose, from time to time without in any manner, disturbing any Co-Owners entitled to the same.

THE SIXTH SCHEDULE ABOVE REFERRED TO  
(DESCRIPTION OF THE COVENANTS, RULES & REGULATIONS)

1. The Purchasers shall not at any time, claim partition of the undivided impartible proportionate share and/or the common portions.

SUBJECT TO the provisions contained in these presents AND SUBJECT TO the provisions of law of for the time being in force, the Purchasers shall be entitled to the exclusive ownership, possession and enjoyment of the said Flat & Car Parking Space and the undivided share of land in the said premises and the same shall be heritable and transferable as other immovable properties.

2. MUTATION, TAXES & IMPOSITIONS :-

- A. The Purchasers shall after the transfer being completed in terms hereof apply for and have the said Flat & Car Parking Space separately assessed for the purpose of assessment of rates and taxes.
- B. Until such time as the said Flat & Car Parking Space be not separately assessed and/or mutated in respect of any tax or imposition, the Purchasers shall bear and pay the proportionate share of the rates and taxes.
- C. Upon the mutation of the said Flat & Car Parking Space in the name of the Purchasers for the purpose of liability of any tax or imposition, the Purchasers shall pay wholly such tax or imposition in respect of the said Flat & Car Parking Space.

3. THE ASSOCIATION :-

The Purchasers and also the Vendors and the Developer (if it retains any Flat and unsold Car Parking Space, if any) shall become members of the Association and shall pay proportionately, all costs for and/or relating to the formation and the establishment of the Association and shall sign such forms, papers, documents, memorandum, articles, declarations, constitution, rules and/or regulations as be necessary and be reasonably required by the Association.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE RIGHTS AND OBLIGATIONS)

1. Save and except in respect of the said Flat & Car Parking Space hereby purchased and the right to the common user over common areas and facilities, as specified in the THIRD SCHEDULE hereinabove written, the Purchasers shall have no claim or right over any portion/s on any manner or kind over or in respect of other portion/s of the said Building.
2. The Purchasers shall proportionately pay the Corporation taxes and rates, water tax, multistoried Building tax, urban land tax and any other property tax by whatever named called and assessed on the said Building and/or the said premises so long of the said Flat & Car Parking Space is not

separately assessed. The Vendors shall be liable to pay Municipal taxes and rates including arrear, if there be any, upto the date of handing over possession of the Flat to the Purchasers.

3. The maintenance charges and all other taxes and other outgoing payable in respect of the said Flat & Car Parking Space from the date of possession.
4. Apportionment of the liability of the Purchasers in respect of items of costs, taxes, outgoings, expenses or any other money or as sum payable under these present by the Purchasers shall to decide as per Square Feet area of the said Flat & Car Parking Space.
5. THE PURCHAERS SHALL :-
  - A. Maintain at their own costs and shall keep the said Flat & Car Parking Space in the good conditions state and order in which it was delivered to them and shall abide by all laws, bye-laws rules and regulations as per the West Bengal Apartment Ownership Act, 1972 and if amendment is being done from time to time.
  - B. Use the area and facilities strictly as required for passage for ingress to and egress from the said Flat &



Car Parking Space and shall not cause any obstructions or hindrances or interferences of free ingress and egress of the said Building for the Vendors or persons claiming through them.

- C. Permit the Association and their Surveyors or Agents with or without workman and others at reasonable time with prior notice in writing to enter into and upon the said Flat & Car Parking Space or any part thereof in view and examine the state and conditions thereof and shall request them to make good (within the time as mentioned in the notice from the Association to the Purchasers) all such defects and repairs.
  
- D. Permit the Association and their Surveyors or Agents with or without workman and others as also the Officers and staff of any public supply Authority or bodies at their convenient time to enter into and upon the said Flat & Car Parking Space or any part thereof for the purpose of repairing or any part of the said Building and for the purpose of making, repairing, re-building, maintaining, clearing, lighting and keeping in order and good conditions all services drains, pipes, cables, water co-belonging to or serving or use for the

said Building and also for the purpose of pulling down, maintaining, repairing and testing drainage and water pipes and electric wires and connections.

- E. Execute file and register all declarations, deed and documents and will do all acts, deeds, matters and things as shall be from time to time necessary for and in relating to the said Flat & Car Parking Space and shall also furnish declares and file in compliance with all statutory obligations in respect of income tax, wealth tax, urban land tax, multi storied Building tax and other statutory obligation from time to time and all time statements and shall comply with and observe all formalities from time to time as shall be necessary in any other law or required for any purpose including for registration of Conveyance and/or transfer Deed and shall always pay and discharge all tax and other statutory liabilities and hereby agrees to indemnify and keep indemnified the Vendors against demands, claims, suits, actions, proceedings, charges, costs and expenses in respect thereof and shall execute from time to time all papers and documents and to do all other things for giving effect to the present and also for protecting the interest of the Vendors and of the other

Purchasers and/or holders of the other portions in the said Building.

- F. The Purchasers shall full proprietary right and interest and shall be entitled to sell, mortgage, rent or lease without requiring to have or seek any consent for the purpose from the Vendors or any other Owners of other Apartment Owners association in the said Building.

6. THE PURCHASERS SHALL NOT :-

- A. Use the said Flat & Car Parking Space or any portion thereof for any purpose whatsoever other than a Flat for residence purpose. The Purchasers shall not cause danger, nuisance or annoyance to the Occupiers of the other Flats in the said Building or to the Owners or Occupiers of the adjoining or neighbouring properties nor shall use the same for any illegal or immoral purpose.
- B. Purchasers cannot do addition or alteration or constructions of permanent nature in the said Flat & Car Parking Space or any part thereof which will affect the structure and like of the said Building but shall be

allowed to effect necessary addition/ alteration which would not violate Kolkata Municipal Corporation Building Rules and exterior design of the Building.

- C. Throw or accumulate any dirt, rubbish, rags or other refuse or permit the same to be thrown or allow the same to be accumulated in the said Flat & Car Parking Space, passages, lobbies, staircase or in the open space.
- D. Store or keep stored or allowed to be stored in the said Flat & Car Parking Space any good or hazardous or combustible nature or otherwise materials or any other goods of articles which are likely to endanger the said Building or any articles giving an offensive smell or which are so heavy as to effect the structure of the said Building or keep any animals or any other articles which may create extra nuisances or annoyances to the neighbours and/or other Purchasers and/or the Vendors and/or the Purchasers or Occupiers of the other Building in the neighbourhood.
- E. Hang from or attach to beams or rafts any article which is heavy or likely affect en-danger or damage the said Building and/or construction thereof.

- F. Demolish the said Flat & Car Parking Space of any part thereof.
  - G. Use stove or chula in the stair case and other common parts, passages and other portion and/or allow the smoke to spread and to go in the common area, common parts, and common portions and in other Flats in the said Building.
7. The Purchasers' undivided ownership in the said soil or land, as described in the FIRST SCHEDULE hereunder written shall remain joint forever with the Owners of the other Flats and Spaces of the said Building and is being hereby further declared that the interest in the said soil or the said plot of land is impartible.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata

in the presence of :-

WITNESSES :-

1.

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Signature of the *OWNERS/  
VENDORS*

2.

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Signature of the *PURCHASERS*

Drafted by me :-

SANTANU ADHIKARY  
*Advocate*  
Alipore Judges' Court, Kol : 27.

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Signature of the *DEVELOPER/  
CONFIRMING PARTY*

Computer Typed by :-

DEBASISH NASKAR  
Alipore Judges' Court, Kol : 27.

:: XX ::

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs...../- (Rupees .....)  
only being the consideration in full towards sale of the said Flat & Car Parking Space including the price of undivided proportionate share or interest in the common portions in the said Building and/or said property as per Memo below :-

MEMO

Sl. No.	DATE	CHEQUE No.	BANK WITH BRANCH	AMOUNT
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
Total : .....				Rs...../-
(RUPEES .....) ONLY				

WITNESSES :-

1.

\_\_\_\_\_  
Signature of the *DEVELOPER/*  
*CONFIRMING PARTY*

2.