

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the

day of

Two Thousand Nineteen **BETWEEN**

(1) **SRI RATAN CHATTERJEE**, having PAN: AGLPC4687J (2) **SRI AMAL CHATTERJEE**, having PAN: ACSPC8565E both sons of Late Panch Kari Chatterjee, (3) **SMT. AVA CHATTERJEE**, having PAN:AOIPC1126R wife of Late Panch Kari Chatterjee,(4) SMT. MITHU CHAKRABORTY (nee and daughter of Late Panch Kari Chatterjee, PAN : AIQPC1080L all by faith – Hindu, by Nationality residing at 18/1, Panchanantala Road, Post Office – Paschim Putiary, Police Station – Haridevpur, Kolkata – 700041, District: South 24-Parganas, West Bengal, India, being represented by their constituted Attorney **BAPI CHOWDHURY** a Proprietorship Firm, represented by its Proprietor **SRI BAPI CHOWDHURY**, having PAN: ACPPC4457Q , son of Late Jay Narayan Chowdury of 7, Paddapukur Road, Post Office – L.R. Sarani, Police Station – Bhowanipore, Kolkata – 700020, District: South 24-Parganas, West Bengal, India, duly appointed by virtue of a General Power of Attorney,which was duly registered in the office of the District Sub-Registrar – II, South 24-Parganas and recorded in Book No.I, C.D. Volume No.16, pages from 7461 to 7478, Being No.08185 for the year 2013, hereinafter jointly called and referred to as the **“VENDORS”** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART.**

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SRI _____, having PAN: _____, SON OF

BY FAITH – Hindu, by Nationality – Indian, by occupation Service, residing at

West Bengal, India, hereinafter called and referred to as the **“PURCHASER”** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **SECOND PART.**

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BAPI CHOWDHURY a Proprietorship Firm , represented by its Proprietor **SRI BAPI CHOWDHURY**, having PAN: ACPPC4457Q , son of Late Jay Narayan Chowdury of 7, Paddapukur Road, Post Office – L.R. Sarani, Police Station – Bhowanipore, Kolkata – 700020, District: South 24-Parganas, West Bengal, India, hereinafter called and referred to as the **“DEVELOPER”** (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, administrators, successors, legal representatives and assigns) of the **THIRD PART**.

W H E R E A S one Satyadas Bandopadhyay, since deceased, by way of inheritance became the absolute Owner of the rent free Brahmottar Chirasthayace Madhyasattwa land comprising Dist Survey Settlement Khatian No.288, lying and situate at Mouza Paschim Putiary, under District Collectorate Touzi No. 18, Pargana Magura, Police Station Behala, lying within the limits of the then South Suburban Municipality.

AND WHEREAS in the last District Survey Settlement the said land of the said Mouza was recorded in the name of Satyadas Bandopadhyay in Khatian No.288, in finally published Records of Rights.

AND WHEREAS thereafter the said Satyadas Bandopadhyay by a registered Deed of Sale dated 11th day of May, 1939 and recorded in Book No.I, Volume No.44, pages 144 to 150, Being No.1682 for the year 1939, sold, transferred and conveyed as area of land measuring 1 Bigha 2 Cottahs 4 Chittaks more or less out of 80 decimals of land comprising Dag No.53, under Khatian No.288, of the said Mouza Paschim Putiary into and in favour of one Sri Ranjit Kumar Bandopadhyay since purchase enjoyed the said land under Khas possession.

AND WHEREAS after the death of said Satyadas Bandopadhyay his only son and only legal heir Sri Smritidhar Bandopadhyay inherited the balance land of said 80 decimals along with other landed property and enjoyed the properties as absolute Sixteen annas owner thereof

AND WHEREAS thereafter said Sri Smritidhar Bandopadhyay got his name mutated in the office of the then South Suburban Municipality and paid the taxes regularly.

AND WHEREAS subsequently being in need of Cash money for meeting the expense of marriage ceremony of his sister divided and demarcated the land measuring 49 decimals that is 43 decimals of land in Dag No.53 and 6 decimals of land in Dag No.54 altogether 49 decimals into several small plots and declared for Sale of these plots to deferent buyers.

AND WHEREAS thereafter Panch Kari Chatterjee, since deceased, proposed to purchase one of such plots of land measuring 3 Cottahs 5 Square Feet more or less.

AND WHEREAS thereafter the said Sri Smritidhar Bandopadhyay by a Deed of Sale registered at the office of the Sub-Registrar Alipore Sadar and recorded in Book No.I, Volume No.68, pages 293 to 298, Being No.4391 for the year 1955, sold, transferred and conveyed a piece and parcel of land measuring 3 Cottahs 5 Square Feet more or less that is 1 Cottah 15 Chittacks 28 Square Feet out of 80 decimals of land comprising Dag No.53 and 1 Cottah 22 Square Feet of land out of 6 decimals comprising Dag No.54 appertaining to Dist. Survey Settlement Khatian No.288, lying and situate at Mouza Paschim Putiary, Pargana Magura, under Collectorate Touzi No.18, Police Station Behala under the South Suburban Municipality, Sub-Registry Office at Alipore, District: 24-Parganas since South 24-Parganas together with all easement rights through the common passage between Dag No. 53 and 54 into and in favour of Panch Kari Chatterjee for the consideration mentioned therein.

AND WHEREAS in Revisional Settlement the said land was recorded in R.S. Khatian Nos.661 and 662 of Dag No.54/1873, 53/1866 and 53/1868 under Touzi No.3313, J.L. No.26, R.S. No.275, of Mouza Paschim Putiary in the name of said Panch Kari Chatterjee in finally published Records of Rights.

AND WHEREAS one Sri Sarbeswar Bandopadhyay and his other co-shares by way of inheritance acquired the land comprising Dag No.8 under Dist. Settlement Khatian No.491, lying and situate at Mouza Haridevpur, J.L. No.25, R.S. No.35, Pargana Magura, under Collectorate Touzi No.239, Police Station Behala under the then South Suburban Municipality, District: 24-Parganas and they enjoyed the said property jointly in ejamli rights.

AND WHEREAS while thus seized and possessed one of the co-shares namely Joy Nath Banerjee for the sake of convenience of all the co-sharers filed a Partition Suit vide T.S. No.10/51 before the Court of Ld. 2nd Additional Sub-Judge, Alipore now 6th Sub Judge and a Preliminary decree was passed by the Ld. Sub-Judge in the said Suit and thereafter the said decree was made final Decree in Title Execution Case No.26/67 and by the help of the commission appointed in the said Suit each of the co0shares took possession of their respective allotted property separately.

AND WHEREAS accordingly Sri Sarbeswar Bandopadhyay was allotted 1 Bigha 5 Cottahs and 3 Cottahs 31 Square Feet in respect of his 1 Anna 2 ganda 6 kranti share comprising Dag No.8, under Khatian No.491 of the said Mouza Haridevpur.

AND WHEREAS thereafter forming various difficulties to took after and manage the said property the said Sri Sarbeswar Bandopadhyay divided the said land measuring 1 Bigha 5 Cottahs and 3 Cottahs 31 Square Feet into several small plots opening common passage for free ingress and egress to and from these plots and declared for sale of those plots and one Smt. Ava Rani Chatterjee wife of Sri Panch Kari Chatterjee Proposed to purchase one of such plots measuring 3 Cottahs 6 Chittacks 35 Square Feet more or less.

AND WHEREAS thereafter said Sri Sarbeswar Bandopadhyay by a Deed of Sale registered at the office of the Sub-Registrar of Alipore and recorded in Book No.I, Volume No.83, pages 204 to 210, Being No.3540 for the year 1973 sold, transferred and conveyed a plot of land measuring 3 Cottahs 6 Chittakas 35 Square Feet more or less, lying and situated at Mouza Hardevpur, J.L. No.25, R.S. No.35, Pargana Magura, Touzi No.239, comprising Dag No.8, under Khatian No 491, Police Station Behala under the then South Suburban Municipality, Sub-Registry Office Alipore, District: 24-Parganas since South 24-Parganas into and in favour of Smt. Ava Rani Chatterjee for a valuable consideration mentioned therein.

AND WHEREAS Satyadas Bandopadhyay father of Sri Smritidhar Bandopadhyay by way of inheritance became the owner of land comprising Dag No.54 under Dist. Survey Settlement Khatian No.619, lying and situated at Mouza Paschim Putiary, Pargana Magura, Touzi No.3313, Police Station formerly Behala at present Thakurpukur, under the then South Suburban Municipality being Holding No.212, District: 24-Parganas since South 24-Parganas.

AND WHEREAS during Dist. Survey Settlement the said land was recorded in khatian No.619 of the said Mouza Paschim Putiary in the name of said Satyadas Bandopadhyay in finely published Records of Rights.

AND WHEREAS after the death of said Satyadas Bandopadhyay his only son and only legal heir Sri Smritidhar Bandopadhyay inherited the said land along with other properties left by his deceased father and enjoyed the same as absolute sixteen annas owner thereof.

AND WHEREAS thereafter being in need of Cash money the said Smritidhar Bandopadhyay by a Deed of Sale registered at the office of the A.D.S.R. Behala and recorded in Book No.I, Volume No.38, pages 181 to 188, Being No.1822 for the year 1994 sold, transferred and conveyed a piece and parcel of land measuring 2 Cottahs 11 Chittaks 23 Square Feet more or less lying and situated at Mouza Paschim Putiary, Pargana Magura, Touzi No.3313, comprising Dag No.275, under Dist. Survey Settlement Khatian No.619,

Police Station formerly Behala, now Thakurpukur at present lying within the jurisdiction of the Kolkata Municipal Corporation ,A.D.S.R. Behala, District: 24-Parganas South unto and in favour of (1) Sri Ratan Chatterjee son of Panch Kari Chatterjee and (2) Sri Dipak Roy, son of Late Jagatbandhu Roy for a valuable consideration mentioned thereon.

AND WHEREAS thereafter the said Ratan Chatterjee and Dipak Roy got their names mutated in the Assessment Records of the Calcutta Municipal Corporation in respect of the said land measuring 2 Cottahs 11 Chittacks 23 Square Feet more or less.

AND WHEREAS while seized and possessed the said Dipak Roy by a Deed of Sale registered at the office of the Dist. Sub-Registrar – II, Alipore and recorded Book No.I, Volume No.28 pages 105 to 117, Being No. 1168 for the year 2001 sold, transferred and conveyed his undivided $\frac{1}{2}$ share of land measuring 1 Cottah 5 Chittacks 34 Square Feet together with undivided $\frac{1}{2}$ Share of R.T. Shed measuring 100 Square Feet together with easement rights over the 4 Feet wide common passage situate on the northern side of the total land comprising Dag No.275 under Dist. Survey Settlement Khatian No.619 of the said Mouza Paschim Putiary in favour of the owner of other undivided $\frac{1}{2}$ share of the said property Sri Ratan Chatterjee for a valuable consideration.

AND WHEREAS in the names aforesaid the said Panch Kari Chatterjee became the owner of a plot land measuring 3 Cottahs 5 square Feet of Mouza Paschim Putiary and Ava Rani Chatterjee became the owner of a plot of land measuring 3 Cottahs 6 Chittacks 35 square Feet of Mouza Haridevpur and Ratan Chatterjee became the owner of a plot of land measuring 2Cottahs 11 Chittacks 23 square Feet of Mouza Paschim Putiary.

AND WHEREAS while the said Panch Kari Chatterjee seized and possessed of the said land measuring 3 Cottahs 5 square Feet of Mouza Paschim Putiary died intestate in the year 2012 leaving behind his wife Ava Rani Chatterjee two sons Sri Ratan Chatterjee and Sri Amal Kumar Chatterjee and

of married daughter Smt. Mithu Chakraborty, wife of Tirthankar Chakraborty as his only legal heirs and successors who jointly inherited the said land measuring inherited the said land measuring 3 Cottahs 5 square Feet more or less of the said Mouza Paschim Putiary in equal share.

AND WHEREAS thereafter Ava Rani Chatterjee got her name mutated in B.L. & L.R. Office in respect of her purchased land in Mouza Haridevpur in Khatian No.4671, dag No.8, J.L. No.26, inherited from her husband and Ratan Chatterjee got his name mutated in B.L. & L.R. Office in respect of his purchased land as well as the land inherited from his father in Khatian No.454 of Dag Nos.53/1871, 54/1872 and Amal Chatterjee got his name mutated in B.L. & L.R. Office in respect of the land inherited from his father in Mouza Paschim Putiary J.L. No.26, Khatian No.43, Dag No. 53/1871, 54/1872 and Smt. Mithu Chakraborty (nee Chatterjee) got her name mutated in B.L. & L.R. Office in respect of the land inherited from her father in Mouza Paschim Putiary J.L. No.26, Khatian No. 407 of Dag Nos.53/1871, 54/1872.

AND WHEREAS in the manner aforesaid the said (1) Sri Ratan Chatterjee (2) Sri Amal Kumar Chatterjee (3) Smt. Ava Rani Chatterjee (4) Smt. Mithu Chakraborty (nee Chatterjee) became the joint owners of ALL THAT piece and parcel of land measuring 9 Cottahs 2 Chittacks 20 Square Feet being Premises No.197, Putiary Panchantola Road (mailing address 18/1, Panchantola Road) Police Station formely Thakurpukur at present Haridevpur, Kolkata – 700041, vide Assurance No.411151101979.

AND WHEREAS thereafter the said owners i.e. the Vendors herein with a view to get the said properly developed by constructing a Multi Storied Building as per sanctioned plan of the Kolkata Municipal Corporation by a Agreement for Development dated 11th day of July, 2013 entered into a contract a Agreement with **BABI CHOWDHURY**, a proprietorship Firm, represented by its proprietor Sri Bapi Chowdhury, son of Late Jay Narayan Chowdhury of 7, Paddapukur Road , Police Station Bhowanipur, Kolkata – 700020 described therein as the Developer, subject to the terms, conditions,

stipulations and obligations contained in the said Development Agreement which was registered at the office of the District Sub-Registrar II, Alipore and recorded in Book No.I, C.D. Volume No.16, Pages 7436 to 7460, Being No.08184 for the year 2013.

AND WHEREAS the said owners by executing a general power of Attorney registered at the office of the Sub-Registrar – II, Alipore and recorded in Book No.I, C.D. Volume No.16, pages from 7461 & 7478, Being No.08185 for the year 2013 appointed the said Developer **BABI CHOWDHURY** represented by its Proprietor Sri Babi Chowdhury as their lawful Attorney to do all acts, deeds and things in connection with the construction of the said Attorney to sell transfer and convey the Developer's allocation to any agreement for sale with the intending buyer/s and to receive advance or booking money from those intending buyers and to execute Deed of conveyance in favour of the intending buyer/s for sale and transfer of the Developer's allocation.

AND WHEREAS thereafter by a Deed of Gift dated 18th day of September 2013 registered at the office of the Dist. Sub-Registrar – II, Alipore and recorded in Book No.I, C.D. Volume No.19, pages from 8505 & 8517, Being No.10405 for the year 2013 Sri Ratan Chatterjee as the owner granted and transferred by way of gift ALL THAT piece and parcel of land measuring 2Cottahs 27 square Feet more or less together with portion of Tile Shed structure measuring 150 Square Feet more or less being the undivided 3/4th share of the Doner out of the total land measuring 2 Cottahs 11 Chittacks 23 square Feet more or less and Tile Shed structure thereon measuring 20 Square Feet lying in Mouza Pashim Putiary J.L. No.26, Touzi No.3313, R.S. No.275, being portion of Dag No.54 under Khatian No.619 under the Kolkata Municipal Corporation Ward No.115, being Premises No.212A, Putiary Panchantola Road, Police Station formely Thakurpukur at present Haridevpur, Kolkata – 700041, being Assesee No.411151105950 unto and in favour of (1) Smt. Ava Rani Chatterjee (2) Sri Amal Kumar Chatterjee (3) Smt. Mithu Chakraborty the Donors therein.

AND WHEREAS by an another Deed of Gift dated 18th of September 2013 registered at the office of the Dist. . Sub-Registrar – II, Alipore and recorded in Book No.I, C.D. Volume No.19, pages from 8518 & 8530, Being No.10406 for the year 2013 Smt. Ava Rani Chatterjee as the Doner granted and transferred by way of gift ALL THAT piece and parcel of land measuring 2Cottahs 9 Chittacks 3 square Feet more or less together with portion of Tile Shed structure measuring 150 Square Feet more or less being the undivided 3/4th share of the Donor out of the total land measuring 3 Cottahs 6 Chittacks 35 square Feet more or less and Tile Shed structure thereon measuring 20 Square Feet lying in Mouza Haridevpur, Pargana Magura, J.L. No.25, Touzi No.239, R.S. No.35, being portion of C.S. Dag No.8 under Khatian No.491 formerly under South Suburban Municipality being Holding No.22, Premises No.212A Panchantola Road, Pashim Putiary Ward No.18, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.115,being Premises No.197, Putiary Panchantola Road (mailing address 18/1, Panchantola Road) Police Station formely Thakurpukur at present Haridevpur, Kolkata – 700041, vide Assurance No.411151101979 unto and in favour of said (1) Sri Ratan Chatterjee (2) Sri Amal Kumar Chatterjee and (3) Smt. Mithu Chakraborty the Donee therein.

AND WHEREAS by the exchange of land through the said two deeds of gift the said Owners i.e. the Vendors herein amalgamated the said two premises into one premises being Premises No.197, Putiary Panchantola Road and the same was approved by the Kolkata Municipal Corporation.

AND WHEREAS thereafter Sri Amal Kumar Chatterjee got his name recorded in B.L. & L.R. Department vide Reference Mut/423/T.M.B./2014 dated 24.07.14 in Mutation Case No.5966/14 in respect of his land in L.R. Khatian No.43 of L.R. Dag No.54/1872, 53/1871 of Mouza Pashim Putiary and Smt. Mithu Chakraborty got her name recorded in B.L. & L.R. Department vide Reference Mut/424/T.M.B./2014 dated 24.07.14 in Mutation Case No.5967/14 in respect of his land in L.R. Khatian No.407 of L.R. Dag No.54/1872, 53/1871 of Mouza Pashim Putiary Smt. Ava Rani Chatterjee got her name recorded in B.L. & L.R. Department vide Reference Mut/425/T.M.B./2014

dated 24.07.14 in Mutation Case No.5968/14 in respect of his land in L.R. Khatian No.90 of L.R. Dag No.54/1872, 53/1871 of Mouza Pashim Putiary and Sri Ratan Chatterjee got his name recorded in B.L. & L.R. Department vide Reference Mut/428/T.M.B./2014 dated 30.07.14 in Mutation Case No.5969/14 in respect of his land in L.R. Khatian No.454 of L.R. Dag No.54/1872, 53/1871 of Mouza Pashim Putiary.

AND WHEREAS thereafter Smt. Ava Rani Chatterjee, Sri Ratan Chatterjee Sri Amal Kumar Chatterjee and Smt. Mithu Chakraborty jointly mutated their names in the office of the Kolkata Municipal Corporation in Ward No.115,being Premises No.197, Putiary Panchantola Road vide Assurance No.411151101979.

AND WHEREAS thereafter Sri Ratan Chatterjee applied to the Office of the Additional District Magistrate and District Land and Land Reforms Office for change of character of land from one class to another and obtained necessary permission from the said authorities for conversion of the said Danga land into Bastu commercial.

AND WHEREAS thereafter the Vendors also obtained no objection certificate from Land Ceiling Authority under Urban Land (Ceiling and Regulation) Act, 1976 for construction of a building on the said land measuring 9 Cottahs 2 Chittacks 20 Square Feet under K.M.C . Ward No.115,being Premises No.197, Putiary Panchantola Road, Kolkata – 700041.

AND WHEREAS after completion of all formalities the said Developer in terms of the said Development Agreement got a building Plan sanctioned by the the Kolkata Municipal Corporation in the name of the Vendors vide Sanction Plan No. _____ Dated _____ for construction of a G+3 storied building/ buildings at the said Premises No.197, Putiary Panchantola Road Police Station Haridevpur, Kolkata – 700041.

AND WHEREAS the said Developer in terms of the said Development Agreement and General Power of Attorney constructed a G+3 Storied Building/s at the said Premises No.197, Putiary Panchantola Road Police

Station Haridevpur, Kolkata – 700041 as per the aforesaid sanctioned plan and completed the construction of the said building in every respect.

AND WHEREAS after completion of the said building the said Developer delivered vacant and peaceful possession of the Owners' Allocation to the said Owners i.e. the Vendors herein.

AND WHEREAS the Developer has declared for sale of one flat out of the allocation of the Developer situate at the **south-east side** of the **second floor** having super built up area of **1200 square feet** more or less being **Flat No.** and one **car parking space** measuring about **135 square feet** being **No.** On the **ground floor** of the said G+3 storied building together with undivided impartible proportionate share of land comprised in the said premises together with right to use all common areas, parts, facilities, amenities and utilities as provided in the said premises at a fixed price or consideration of **Rs.48,67,800/- (Rupees Forty Eight Lakh Sixty Seven Thousand Eight Hundred)** only and the Purchaser herein made inspection of all deeds and documents as well as sanction plan and specifications and being fully satisfied agreed to purchase the said flat at the said consideration.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in Consideration of the said sum of **Rs.48,67,800/- (Rupees Forty Eight Lakh Sixty Seven Thousand Eight Hundred)** only well and truly paid by the Purchaser to the Vendors/ Developer herein (the receipt whereof the Vendors/ Developer do hereby admit and acknowledge of and from the payment of the same every part thereof, acquit, release and discharge forever the Purchasers as well as the said flat and car parking space mentioned in the Second Schedule hereunder written hereby granted, sold, transferred, conveyed, assigned and assured) the Vendors do hereby grant, transfer, convey, sell, assure and assign and the Developer/ Confirming Party doth hereby confirm such sell and transferred unto the Purchaser **ALL THAT** undivided proportionate share in the land as attributable to the said flat being **Flat No.** Lying on the **second floor** at the **south-east side** measuring super built up area of **1200 square feet** more or less and one **car parking**

space measuring about **135 square feet** being No. _____ on the **ground floor** of the said G+3 storied building on the said land described in the First Schedule hereunder written together with right and interest benefit in respect of all common parts areas/ portions/ common facilities and common conveniences relating thereto hereinafter referred to as the "Said Property" fully described in the Second Schedule hereunder written together with all amenities and facilities attached thereto or to be provided therewith such as common rights in all common passages, paths, spaces, stairs and landings attached thereto overhead water tank, underground water reservoir of the said building **TOGETHER WITH** right of ingress to and egress from the said property and the Second Schedule hereunder written with common rights now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished **TOGETHER WITH** all and singular other erections, walls, structures, fixtures ground and soil thereof sewer, drains, ways, paths, passages, water-courses, lights, rights, benefits of ancient or other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or with the same or any part thereof now are or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or deemed to be or known as part, parcel and member thereof or appurtenant thereto **A N D** the reversion or reversions, remainder or remainders and the rents, issues and profits of and from the said property with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be and every part thereof and **ALL THAT** estate, right, title, interest, inheritance, use, trust, possession property claim and demand whatsoever both at law and in equity of the Vendors into and upon the said property with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be **A N D** all deeds, pattahs, muniments, writings and evidences of title whatsoever exclusively relating to or concerning the same or any part thereof which now or is or at any time heretofore were or was or may be in the custody, possession or power of the Vendors or any person or persons from whom the Vendors can or may procure the same without any

action or suit at law and in equity of the Vendors unto or upon the said property **AND TO HAVE AND TO HOLD** the said property with common rights hereby granted, transferred, sold, conveyed, assigned and assured to and unto and to the use of the Purchasers absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner or condition, use, trust or other things whatsoever to alter, defeat, encumber or make void the same and the Vendors do hereby covenant with the Purchaser **THAT NOTWITHSTANDING** any act, deed, matter, assurance or thing whatsoever by the Vendors made done executed occasioned or knowingly suffered to the contrary the Vendors are now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said property with common rights hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of hindrance, lawful eviction, interruption, claim or demand whatsoever form or by the Vendors or any person or persons lawfully or equitable claiming or to claim from under or in trust for the Vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharged or otherwise by the Vendors well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and all manner of former or other estates, encumbrances, claims, demands, charges, liens, lispens, debts and attachments whatsoever made done executed occasioned or suffered by the Vendors or any person or persons claiming or to claim through under or in trust for the Vendors into and upon the said property with common rights hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser for a perfect and indefeasible estate of inheritance without any manner or condition use trust or other things whatsoever to alter, defeat, encumber or make void the same and **THAT NOTWITHSTANDING** any act, deed, matter or thing whatsoever as aforesaid the Vendors have now in themselves good right, full power by these presents the said property with common rights hereby

granted, sold, transferred, conveyed, assigned and assured or agreed or intended so to be unto and to the use of the Purchaser in manner aforesaid **AND THAT** the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold, possesses and enjoy the said property with common rights hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Vendors **A N D** that free and clear and freely and clearly and absolutely acquitted, exonerated, discharged or otherwise by the Vendors well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and all manner of former or other estates, rights, title, lease, mortgages, charges, trusts, wakfs, debutters, attachments, executions, lispensens, claims, demands and encumbrances whatsoever made done occasioned or suffered by the Vendors and all persons having or lawfully or equitably claiming or to claim by from through under or in trust for the Vendors and further that the Vendors and all persons having or lawfully claiming any estate, right, title, and interest, whatsoever in the said property with common rights hereby granted, transferred, sold, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchasers make do and executed all such acts, deeds, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said effectually granting, transferring, conveying, assigning and assuring the said property with common rights hereby granted, transferred, sold, conveyed, assigned and assured and confirmed and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required **A N D** that the Developer/ Confirming Party doth hereby confirm the averments made in these presents as Confirming Party **A N D** that the Purchaser hereby covenants with the Vendors/ Developer that the Purchaser shall and will maintain the said property with common rights in such manner so that it

may not cause any danger and/or prejudicially affect the said G+3 storied building in any way whatsoever and that the Purchasers will and shall pay proportionate share or rates and taxes relating to the said holding until such time as separate assessment is made in respect of the said property and that the purchaser further covenants with the Vendors that the Purchaser shall hold, possess and enjoy the said property as an absolute Owners thereof subject to the covenants, conditions and agreements and common expenses set out and particularly mentioned in part – I, Part – II and Part – III of the Third Schedule hereunder written to be observed and performed and to be paid by the Purchaser and that the Vendors shall be entitled to retain the original documents of title relating to the said property and shall upon every reasonable request of the Purchaser and at the cost of the persons making the request produce the said documents of title or any of them and on like requests and costs furnish such copies thereof or extracts there-from as the Purchaser may reasonably require. The Vendors after the Owners of all the Units/Flats in the said holding do form an Association for the maintenance upkeep and administrations of services in the said holding shall handover the said original documents to such Associations, so that the same may be kept and made available upon requisition as and when made by the members thereof.

AND if any error or omission or defect is found in this deed in that event, the Owners and the Developer shall at the request of the Purchaser make themselves available for execution and registration of Deed of Declaration for rectification, the cost of such rectification and registration of Deed of Declaration for rectification shall be borne by the Purchaser.

THE FIRST SCHEDULE AS REFERRED TO ABOVE

ALL THAT the piece of parcel of Bastu land measuring 9 (nine) Cottahs 2 (two) Chittaks 20 (twenty) Square Feet more or less out of which land measuring 3 Cottahs 6 Chittaks 35 Square Feet more or less, lying and situate at Mouza Haridevpur, J.L.NO.25, R.S. No.35, Touzi No.239, Pargana Magura, being portion of C.S. Dag No.8, under C.S. Khatian No.491,

L.R. KHATIAN No.4671 and land measuring 5 Cottahs 12 Chittaks 30 Square Feet more or less. Lying and situate at Mouza Paschim Putiary J.L. No.26, R.S. No.275, Touzi Nos. 18 & 3133, Pargana Magura, being portion of C.S. Dag Nos.53 & 54 under L.R. Khatian No.619, comprising L.R. dag Nos. 53/1871 & 54/1872 under L.R. Khatian Nos.90, 454, 43 & 407, both under Police Station Thakurpukur now Haridevpur, at present within the limits of the Kolkata Municipal Corporation, Ward No.115, being Municipal Premises No. 197 Putiary Panchantola road, Kolkata – 700041, A.D.S.R. Office at Behala, District: South 24-Parganas together with a G+3 storied building standing thereon, being butted and bounded as follows:-

ON THE NORTH

ON THE SOUTH

ON THE EAST

ON THE WEST

THE SECOND SCHEDULE AS REFERRED TO ABOVE

ALL THAT one self contained residential Flat being **No.** Lying on the **second floor** at the **south-east side** measuring super built up area of **1200 Square feet** more or less consisting of three bedrooms, one drawing/dining room, one kitchen, two toilets, one verandah and **one car parking** space measuring about **135 square feet** being **No.** On the **ground floor** of the said G+3 storied building above forming part of the First Schedule property together with the undivided, impartible, proportionate share of the land underneath the building, lying and situate at Premises No.197, Putiary Panchantola road, Police Station Thakurpukur now Haridevpur, Kolkata – 700041, within the limits of the Kolkata Municipal Corporation, Ward No.115, A.D.S.R. Office at Behala, District: South 24-Parganas together with all easement rights thereto and the said flat and car parking space is delineated by a Map or Plan annexed hereto and depicted by **R E D** border lines.

THE THIRD SCHEDULE AS REFERRED TO ABOVE

PART – I

DESCRIPTION OF COMMON AREAS

1. The entire land or space lying vacant within the said premises.
2. The space within the building comprises of the entrance, boundary walls and main entrance.
3. The installation for common services such as the drainage systems in The premises, water supply arrangements in the premises including Water supply from the municipality.
4. The installation for common service such as the drainage systems in the premises, water supply arrangements in the premises including water supply from the municipality.
5. Reservoir on thereof of the top floor of the building pump, motor, pipes and all other apparatus and installations in the holding for common use, septic tanks, pits, drainage and sewerage lines thereto connected.
6. All the Owners shall be entitled to use roof of the building at all times.
7. Electric wiring, meters and electric installations and fittings including Those as are installed for any particular unit.
8. Water pump, water tank, water pipes and other common plumbing Installation.
9. Lift from any reputed concerned (four passengers capacity)
10. Other parts of all the property at the said premises normally in common use.

PART – II

Covenants, conditions and obligations to be observed and performed by the Purchaser his heirs, executors, administrators, representatives and assigns:-

1. The Purchaser herein covenant with the Vendors/Developer as Follows:-
 - a) To keep the said property or apartment with all fixtures and fittings but excluding other walls thereof in good working order and repaired condition.
 - b) Be entitled to make any addition or alteration inside the said property or apartment or to fix any fittings and fixtures therein at his own cost in order to cause improvement of the said property or apartment but the said property or apartment but the said addition

and alterations etc. Shall not be in any way prejudicial to the said property or apartment or any other flats or apartments or contrary to the provisions of the law.

- c) Not to use the said property or apartment or any part thereof for any purpose other than for residential purpose not shall use the same in such manner as to cause nuisance or annoyance to the owners and occupiers of other apartments not shall use or allow the said property or apartment to be used for any illegal or immoral purpose.
- d) Not to demolish or damage or cause or permit to be demolished or damaged the said property or apartment or any part thereof or make or cause or permit to be made therein any addition or alterations may be in the manner endanger the rest of the said G+3 storied building or its construction.
- e) Not to injure, deface or damage the footings, foundations and main walls on the said G+3 storied building.
- f) Not to obstruct or create nuisance in the common corridors, staircase, landing and other place of common use.
- g) Not to throw or accumulate dirt, rubbish or other refuse or permit the same to be thrown or accumulated in his property or apartment or any portion of the said G+3 storied building or the open space or common passages adjoining thereto nor shall use or permit to be used any fuel other than electricity, cooking gas or kerosene stove for cooking purpose.
- h) Not to allow water or rain water or drain water accumulated or allow the same to be stagnant in the said property or apartment.
- i) Not to decorate or change the colour scheme of the exterior of the said property or apartment including verandahs other than the interior of his said property or apartment otherwise than in the manner to be agreed in writing by Vendors or the Developer/ Confirming Party as the case may be nor shall close or permit to be closed the verandahs excepting grill nor shall make any alteration to the elevation of the said G+3 storied building or the said property or apartment.

- j) In the event of formation of Owners' Association, it shall be obligatory on the part of the flat Owners to become a member of such association. It is agreed that every flat owner shall contribute to most the expenses on common matter viz. Municipal taxes and/or other levies if any, CESC Bill for common services, periodical colour washing, painting of the exterior of the building, upkeep and maintenance of the common areas/ services including sewerage/ water reservoir, pump etc.
 - k) The Purchaser shall maintain at his own cost the property in good and habitable condition, state and manner and shall abide by all laws, rules and regulations of Govt./K.M.C.
 - l) The Purchaser shall not keep nor store in the said property any inflammable or combustible article such as explosive chemicals or any other articles giving any offensive smell nor shall use the same for any illegal or immoral purpose.
2. The Sale is also subject to the following rights and further agreement and conditions:-
- a) The right to pass re-pass and have ingress and to egress from the main entrance of the said property, cannot staircase, common landing passage and corridor landing upto the said property or apartment for the purpose of going, coming, walking and taking and carrying all luggage's and articles without causing any disturbance, annoyance and inconvenience to the Owners and occupiers of the other apartment of the said G+3 storied building and without causing any loss, damage or injury whatsoever to the said G+3 storied building and without causing any loss, damage or injury whatsoever to the said G+3 storied building or any part thereof.
 - b) Right to use the passage in common as aforesaid for the purpose of laying the pipes for taking supply of electricity, telephone connections etc. Over the said passage or any wall or other portions of the said G+3 storied building so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said property or apartment.
 - c) The right of protection of the said property or apartment by all parts of the said G+3 storied building and getting the exterior wall plaster and decorated by the Vendors or any the Developer/Confirming Party as the case may be.

- d) All rights of support and other easements and all quasi-easements and all other rights of support and benefit of whatsoever nature of kind now enjoyed or intended to be enjoyed by the said property or apartment or by any part thereof and on the soil supporting the same shall continue undisturbed.
 - e) The right to use the electric meter of the said property or apartment in the meter space of the ground floor and to locate additional meter therein is space for housing the said additional meter be available and to draw electric main along with the outside wall of the said property or apartments or other apartments as the case may be.
 - f) Exclusive Ownership and possession of the said property or apartment together with the said proportionate undivided part of interest to the said land and common areas and facilities shall for all purposes constitute heritable and transferable immovable property and the Purchaser shall be entitled to transfer the said property or apartment to other with the said proportionate undivided part of the interest in the land and common areas and facilities appurtenant to the said property or apartment by way of sale mortgage, lease, gift, exchange or in any other manner whatsoever of make request of the same but subject to the covenants, conditions and agreement contained in these presents and upon such transfer the Transferee shall be jointly liable with the Transferor for all unpaid amount payable under these presents upto the said date of transfer.
3. The said property or apartment and the proportionate undivided interest in the said common areas and facilities appurtenant to the said property or apartment shall remain undivided for all times to come and the Purchaser herein or any person claiming through or under him shall not be entitled to sub-divide the same or bring any action for partition or division thereof or any part thereof.
4. The Owners and occupiers of the other apartments of the said G+3 storied building shall have right of access to and entry upon the said property or apartment as are and shall be necessary for the purpose of maintenance and/or repair of any installation in or relating to the other apartments upon

prior notice in writing to the purchaser **PROVIDED ALWAYS** that the Purchaser shall such rights as aforesaid against the Owners and Occupiers of the apartments.

5. Notwithstanding anything hereinbefore contained if for any act of God, fire, nature calamities, accident, strike civil commotion or circumstance beyond the control of the Vendors and the Developer/ Confirming Party as the case may be in common parts and facilities or any part thereof in interrupted, destroyed or damaged the Vendors or the Developer/ Confirming Party shall at the costs and expenses of the Purchaser and other apartment, owners take steps for removing and/or repairing the said interruption, destruction or damages as quickly as possible.

PART – III

COMMON EXPENSES TO BE BORNE BY THE PURCHASER AND OTHER FLAT/APARTMENT OWNERS OWN PRO-RATA BASIS.

- a) The expenses of maintaining, repairing, decorating and renewing the main structures and in particular the drainage system, septic tank, water discharge arrangement water supply system, supply of electricity to all common areas mentioned in the Third Schedule.
- b) The expenses of repairing, maintaining, while washing and colour washing the main structure of the building including the exterior of the building and also the common areas of building described in the Third Schedule above written.
- c) The cost of cleaning and lighting the entrance of the building the passage and space around the building lobby, corridors, staircase and other common areas.
- d) Salaries, wages, fees and remunerations to Sweepers, Plumbers, Electricians, Caretakers or any other person or persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.
- e) Insurance premium of the building, if any.

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

IN PRESENCE OF:-

1.

Signature of the Vendors

2.

Signature of the Vendors

Signature of the Developer/
Confirming Party

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs.48,67,800/- /- (Rupees Forty Eight Lakh Sixty Seven Thousand Eight Hundred)** only being the full Consideration money in the manner:-

Date	Cheque No./	Bank/ Branch	Amount
	Cash		Rs. P.

Total = 48,67,800.00

WITNESSES :

1.

2.

Signature of the Developer/
Confirming Party

Drafted by me:-

Alipore Police Court, Kolkata – 27
Computer Print by:

Alipore Police Court, Kolkata – 27