

# DEED OF CONVEYANCE

**THIS INDENTURE OF CONVEYANCE** is made, effected, instrumented and/or executed at Kolkata on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty (2020) A.D.

## BY AND BETWEEN

**(1) MRS. SWAGATA SEN (PAN : AKZPS9381H)**, wife of Late Ashok Sen, by faith – Hindu, by occupation – Ref tired, by Nationality – Indian, residing at 478, Sahid Hemanta Kumar Basu Sarani, Police Station – Dum Dum, Post Office – Motijheel, Kolkata – 700 074, in the district of North 24-Parganas, **(2) MRS. SUPRAVA PRAMANICK (PAN – BYWPP4201R)** wife of Late Tuhin Pramanick alias Tuhinendu Pramanick, by Occupation – Housewife, **(3) MS. TIYASHA PRAMANICK (PAN – BIQPP0008L)** daughter of Late Tuhin Pramanick alias Tuhinendu Pramanick, by Occupation – Service, **(4) MR. SOUVIK PRAMANICK (PAN – BOZPP3443J)** son of Late Tuhin Pramanick alias Tuhinendu Pramanick, by Occupation – Service, **(5) MRS. SNIGDHA KUNDU (PAN – DIIPK0649N)**, daughter of Late Chinmoy Pramanick, by Occupation- Housewife, **(6) MISS. SIMA PRAMANICK (PAN – EQEPP0358G)** daughter of Late Chinmoy Pramanick, by occupation – Household work, No. 2 to 6 are residing at 478/1, Jawpur Road, P.O. – Motijheel, P.S. Dum Dum, Kolkata – 700 074, Dist North 24-Pgs., **(7) MRS SIPRA PAL (PAN – AFCPP9421M)**, daughter of Late Chinmoy Pramanick and wife of Late Nani Gopal Pal, by Occupation – Housewife, residing at 32/34A, Chandi Ghosh Lane, near Wireless 2<sup>nd</sup> Gate, Regent Part, P.O. & P.S. Regent Park, Kolkata – 700 040, Dist South 24-Pgs., **(8) MRS. SUBHRA PAL (PAN – EOWPP0620B)**, daughter of Late Chinmoy Pramanick and wife of Biman Kumar Pal, by occupation – Service, residing at 119, Jawpore Road, Dum Dum, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700 074, Dist. North 24-Pgs., **(9) MR. PARTHA SARATHI DEY (PAN – AGSPD9994J)**, by occupation – Service, **(10) MR. PRANAB KUMAR DEY (PAN – BZGPD1008P)**, by occupation – Service, No. 9 & 10 are sons of Late Esha Dey & Late Manindra Nath Dey, residing at 12B, Monohar Pukur Road, Kalighat, P.O. & P.S. Kalighat, Kolkata – 700 026. Dist South 24-Pgs. **(11) SRI RATAN PAL alias SRI RATAN PAUL**, alias **SRI RATAN KUMAR PAUL (PAN – AFRPP4330G)**, son of Late Narendra Chandra Paul, by Occupation – Business and **(12) (SMT. DEBI PAL alias SMT. DEBI PAUL (PAN – BGYPP6311G)**, wife of Sri Ratan Pal, daughter of Chitta Ranjan Pal, by Occupation – Housewife, both by faith –Hindu, by Nationality – Indian, both are residing at 469/1, Jawpur Road, P.O. – Motijheel, P. S. – Dum Dum, Kolkata -700 074, Dist. North 24-Pgs., hereinafter “**Jointly**” referred to as the “**OWNERS**”(which expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** heirs, executors, administrators, legal representatives, successors or successors, nominee or nominees and/or permitted assigns) of the **FIRST PART**.

The owners / Vendors is represented through their Constituted Attorneys **M/S MIRA CONSTRUCTIO**, a Proprietorship firm having its registered office at having its registered office at 42/25, Dum Dum Road, P.O.- Motijheel, P. S. - Dum Dum, Kolkata – 700 074, Dist- 24 Parganas (North), being its represented by its sole Proprietor namely **SMT. BANDANA BANERJEE** wife of Sri Subrata Banerjee, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 42/25, Dum Dum Road, P.O.- Motijheel, P. S. - Dum Dum, Kolkata – 700 074, Dist- 24 Parganas (North), by dint of a Development Power of Attorney date 29.06.2018 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 150605752 for the year 2018, Development Power of Attorney date 24.08.2018 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 150608003 for the year 2018 and Development Power of Attorney date 14.03.2019 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 150602253 for the year 2019.

AND

**M/S MIRA CONSTRUCTION**, a Proprietorship firm having its registered office at having its registered office at 42/25, Dum Dum Road, P.O.- Motijheel, P. S. - Dum Dum, Kolkata – 700 074, Dist- 24 Parganas (North), being its represented by its sole Proprietor namely **SMT. BANDANA BANERJEE** wife of Sri Subrata Banerjee, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 42/25, Dum Dum Road, P.O.- Motijheel, P. S. - Dum Dum, Kolkata – 700 074, Dist- 24 Parganas (North), herein after referred to as the **DEVELOPER/ PROMOTER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **her** successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **SECOND PART**.

AND

**SRI** \_\_\_\_\_ (**PAN:** \_\_\_\_\_) son of \_\_\_\_\_, By Occupation - \_\_\_\_\_, By faith- Hindu, By Nationality- Indian, By Occupation- Retired, Residing at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, P.O.- & P.S.- \_\_\_\_\_, Kolkata-700\_\_\_\_, Dist- North 24 Parganas, West Bengal hereinafter referred to as the “**PURCHASER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **his/his/their** successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **THIRD PART**.

The Promoter and Purchaser shall hereinafter collectively be referred to as the Parties” and individually as a “Party”

## **BACK GROUND:**

**WHEREAS** by virtue of a Deed of Conveyance date 03.06.1994 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 2175 for the year 1994, Sri Sukumar Chakraborty, Smt. Sanchita Chakraborty and Smt. Indrani Mukherjee jointly described therein as the Vendors sold, transferred and conveyed to Mrs. Swagata Sen described therein as thle Purchaser ALL THAT piece or parcel of “Bastu” land measuring an area 01 (one) Cotthas 14 (forteen) Chittacks 15 (fifteen) Sq. ft. be the same a little more or less with One storied building at Municipal Holding No. 469, Premises No. 478, Sahid Hemanta Kumar Bosu Sarani (formerly Jawpur Road), Police Station – Dum Dum, comprised in Dag No. 1711, presently R.S. & L.R. Dag No. 4722, under Khatian No. 265, at Mouza – Kalidaha, J.L. No. 23, R.S. No. 16, Touzi No. 1298 /2833, Ward No. 12, now Ward No. 18 under Jurisdiction of South Dum Dum Municipality, in the District of North 24-Parganas.

**AND WHEREAS** after purchaser the said land Mrs. Swagata Sen duly mutated her name in the recors of South Dum Dum Municipality, being Holding No. 469 now renumbered 732, Sahid Hemanta Kumar Basu Sarani and thus the said Mrs. Swagata Sen became the Owner of aforesaid land and constructed the said building as two storied.

**AND WHEREAS** now the Land Owner herein decided to develop the aforesaid and below First Schedule mentioned property situated at Municipal Holding No. 732, Sahid Hemanta Kumar Basu Sarani, P.S.-Dum Dum Kolkata-700074, presently under Ward No. 18, of South Dum

Dum municipality, morefully and particularly described in the First Schedule hereunder written and the present Land Owner herein is enjoying the said property peacefully, freely, absolutely and without any interruption from any corners together with the right to sell, convey, transfer.

**WHEREAS** by a Deed of Conveyance dated 10.01.1969 registered at Sub Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 12, pages 34 to 38, Being No. 129 for the year 1969, Smt. Namita Chakraborty described therein as the Vendor sold, transferred and conveyed to Smt. Usha Rani Pramanick described therein as the Purchaser ALL THAT piece or parcel of land measuring an area 02 (two) Cotthas 00 (zero) Chittacks 16 (sixteen) Sq.ft.; be the same a little more or less comprised in Dag No. 1711 under Khatian No. 265, Police Station – Dum Dum, at Mouza – Kalidaha, J.L. No. 23, R.S. No. 16, Touzi No. 1298 / 2833, Pargana 55 Gram, Division 1, Sub Division 16, in the District of 24-Parganas.

**AND WHEREAS** after purchaser the said land Smt. Usha Rani Pramanick duly mutated her name in the records of South Dum Dum Municipality, being Holding No. 734, Sahid Hemanta Kumar Basu Sarani and thus the Owner of aforesaid land.

**AND WHEREAS** Smt. Usha Rani Pramanick is thus well seized and possessed of or otherwise well and sufficiently land measuring an area 02 (two) Cotthas 00 (zero) Chittacks 16 (sixteen) Sq.ft.; be the same a little more or less comprised in Dag No. 1711 under Khatian No. 265, Police Station – Dum Dum, at Mouza – Kalidaha, J.L. No. 23, R.S. No. 16, Touzi No. 1298/2833, Pargana 55 Gram, Division 1, Sub Division 16, Holding No. 734, Sahid Hemanta Kumar Basu Sarani, Ward No. 18, with in the limits of South Dum Dum Municipality, in the District of North 24-Parganas.

**AND WHEREAS** Smt. Usha Rani Pramanick died intestate on 06.05.1992 living behind her legal heirs and representatives as follows :-

- 1) Miss. Sima Pramanick - daughter of the deceased;
- 2) Mrs. Sipra Pal - daughter of the deceased;
- 3) Mrs. Subhra Pal - daughter of the deceased;
- 4) Mrs. Snigdha Kundu - daughter of the deceased;
- 5) Mrs. Esha Dey - daughter of the deceased;
- 6) Mr. Tuhin Pramanick - daughter of the deceased;

**AND WHEREAS** Tuhin Pramanick alias Tuhinendu Pramanick died intestate on 14.09.2008 living behind his legal heirs and representatives as follows :-

- 1) Mrs. Suprava Pramanick - wife of the deceased;
- 2) Miss Tiyasha Pramanick - daughter of the deceased;
- 3) Mr. Souvik Pramanick - son of the deceased.

**AND WHEREAS** Smt. Esha Dey died intestate on 03.02.2016 living behind her legal heirs and representatives as follows:-

- 1) Mr. Partha Sarathi Dey - son of the deceased;
- 2) Mr. Pranab Kumar Dey - son of the deceased.

**AND WHEREAS** Mrs. Suprava Pramanick, Mrs. Tiyasha Pramanick, Mr. Souvik Pramanick, Mrs. Snigdha Kundu, Miss. Sima Pramanick, Mrs. Sipra Pal, Mrs. Subhra Pal, Mr. Partha Sarathi Dey, Mr. Pranab Kumar Dey are thus seized and possessed the aforesaid land by virtue of Hindu Law of Succession.

**AND WHEREAS** Mrs. Suprava Pramanick, Mrs. Tiyasha Pramanick, Mr. Souvik Pramanick, Mrs. Snigdha Kundu, Miss. Sima Pramanick, Mrs. Sipra Pal, Mrs. Subhra Pal, Mr. Partha Sarathi Dey, Mr. Pranab Kumar Dey now the Land Owners herein decided to develop the aforesaid and below First Schedule mentioned property situated at Municipal Holding No. 734, Sahid Hemanta Kumar Basu Sarani, P.S.-Dum Dum Kolkata – 700074, Ward No. 18, of South Dum Dum municipality, more fully and particularly described in the First Schedule hereunder written and the present Land Owners herein are enjoying the same peacefully, freely, absolutely and without any interruption from any corners with the right to sell, convey, transfer.

**WHEREAS** by virtue of a Deed of Conveyance executed 28.09.2005 registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum and registration completed on 01.09.2006 copied in Book No. I, Being No. 7482 for the year 2006, Smt. Namita Chakraborty described therein as the Vendor sold, transferred and conveyed to Sri Ratan Paul and Smt. Debi Pal described therein as the Purchasers ALL THAT piece or parcel of land measuring an area 01 (One) Cotthas 2 (two) Chittacks 25 (twenty five) Sq.ft. be the same a little more or less together with a two storied building standing there on having an area of 447 Sft more or less in each floor situate at Mouza – Kalidaha, J.L. No. 23, R.S. No. 16, Touzi No. 1298/2833, Pargana/Dihi Panchanna Gram, Division -1, Sub-Division 16, comprised in Dag No. 1711, under Khatian No. 265, Municipal Holding No. 469/1 (old- 1/1A/22), Sahid Hementa Kumar Basu Sarani, Police Station – Dum Dum, Kolkata-700074, Ward No. 18 of South Dum Dum Municipality, in the District of 24-Parganas.

**AND WHEREAS** after purchase the said property said Sri Ratan Paul alias Sri Ratan Kumar Paul and Smt. Debi Paul alias Smt. Debi Pal became the absolute owners of the said property and duly mutated their names in the records of South Dum Dum Municipality, being Holding No. 733 (old – 469/1), Sahid Hemanta Kumar Basu Sarani, Police Station – Dum Dum, Kolkata – 700074 and the present Land Owners herein are enjoying the same peacefully, freely, absolutely and without any interruption from any corners together with the right to sell, convey, transfer.

**AND WHEREAS** the owners namely Mrs. Swagata Sen, Mrs. Suprava Pramanick, Mrs. Tiyasha Pramanick, Mr. Souvik Pramanick, Mrs. Snigdha Kundu, Miss. Sima Pramanick, Mrs. Sipra Pal, Mrs. Subhra Pal, Mr. Partha Sarathi Dey, Mr. Pranab Kumar Dey, Sri Ratan Paul alias Sri Ratan Kumar Paul and Smt. Debi Paul alias Smt. Debi Pal, amalgamated their land into a single holding through a Deed of Amalgamation date 27.06.2019 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 150605484 for the year 2019 by and between owners and amalgamation their respective land and concern South Dum Dum Municipality issued a certificate of Mutation having holding No. Holding No. 732, Sahid Hemanta Kumar Bosu Sarani, Kolkata- 700074 in respect of below mentioned land and paying tax regularly and absolutely seized and possessed of the same free from all sorts of encumbrances together with right to develop the same and to sell, convey and/or transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Vendors shall think fit and proper.

**AND WHEREAS** the owners herein approached to the Developer with a proposal for construction of a Multi Storied building consisting of flats and garages/Unit on the said land to which the Developer is agreed with such proposal on the terms and conditions appearing in the (1) Development Agreement date 29.06.2018 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 150605735 for the year 2018 by and between Mrs. Swagata Sen and Promoter/ Developer herein also the said Swagata Sen empower the

Promoter/ Developer herein by Development Power of Attorney date 29.06.2018 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 150605752 for the year 2018. ( 2 ) Development Agreement date 24.08.2018 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 150607847 for the year 2018 by and between Mrs. Suprava Pramanick, Mrs. Tiyasha Pramanick, Mr. Souvik Pramanick, Mrs. Snigdha Kundu, Miss. Sima Pramanick, Mrs. Sipra Pal, Mrs. Subhra Pal, Mr. Partha Sarathi Dey, Mr. Pranab Kumar Dey and Promoter/ Developer herein also the said owners empower the Promoter/ Developer herein by Development Power of Attorney date 24.08.2018 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 150608003 for the year 2018. (3) Development Agreement date 14.03.2019 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 150602224 for the year 2019 by and between Sri Ratan Paul and Smt. Debi Pal and Promoter/ Developer herein also the said owners empower the Promoter/ Developer herein by Development Power of Attorney date 14.03.2019 registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 150602253 for the year 2019.

**AND WHEREAS** the Developer is constructing the building on the said property consisting of several flats / Garage/Unit spaces according to the sanctioned plan sanctioned by the South Dum Dum Municipality vide plan No. 540 dated 23<sup>th</sup> day of October, 2019.

**AND WHEREAS** the Owners/Vendors being the party of the first part and Developer party of the second part as Developer, Confirming Party and attorney agree to sell from their **DEVELOPER ALLOCATION** and the Purchasers agree to purchase Residential Flat being Flat No "\_\_\_\_\_" on the \_\_\_\_\_ Floor, \_\_\_\_\_ (\_\_\_\_\_) Side, measuring \_\_\_\_\_ (\_\_\_\_\_) Sq. ft. more or less including super built up area of the said building at the below schedule mentioned property, more fully and particularly described in the Second Schedule hereunder written and together with proportionate share and interest on the land described in the first schedule at or for the consideration of **Rs.** \_\_\_\_\_/- [Rupees \_\_\_\_\_] only @ \_\_\_\_\_/- (Rs. \_\_\_\_\_) per sq. Ft.

**Vendors/Owners and the Purchasers entered into an Agreement for Sale** :: In terms and conditions of the above Agreement for Sale dated made between the Vendors/Owners herein as the First Part and the Developer herein as the Second Part and the Purchasers herein as the Third Part, the Vendors/Owners and The Developer have agreed to sell and the Purchasers has agreed to purchase the **ALL THAT** one self contain Flat in being Flat Vide No. **1-A**, on the **South-East** Side of the **First** Floor, measuring a super built up area of **1080** Sq.Ft. more or less of the said building including undivided impartible proportionate share or interest in the land or ground together with undivided common rights on the terrace and parapet walls, all common amenities and facilities appended thereto the said building, more fully mentioned and described in the **SECOND SCHEDULE** hereunder in the said for the total price of consideration of **Rs.** \_\_\_\_\_/- [Rupees \_\_\_\_\_] only free from all encumbrances and liabilities whatsoever.

On the request of the Purchasers, the Vendors/Owners/Developer have agreed to execute and register a Deed of Conveyance in favour of the Purchasers in respect of the said Flat mentioned herein below, of the said building including undivided impartible proportionate share or interest in land, together with undivided common rights on the terrace and parapet walls with all common amenities and facilities appended thereto the said building and premises more fully mentioned and described in the **SECOND SCHEDULE** hereunder written at or for the price or consideration money free from all encumbrances and liabilities whatsoever absolutely and forever.

TOGETHER WITH the land, whereupon or on part whereof, the same is erected and built and premises, that are part and parcel thereof, together with all rights, liberties, privileges, easements, profits and appendages, right of ingress and egress and right of air and light, that are belonging thereunto and/or reputed so to belong and all muniments of title documentation, that are in the custody, power and possession of the Vendors/Owners, relating to the demised premises and all rents, issues, profits and usufructs there from, for the Purchasers **TO HAVE AND TO HOLD**, the same for an indefeasible title, in fee simple, free from all encumbrances whatsoever, absolutely and forever, doth hereby covenants, with the Purchasers, that notwithstanding, any act, deed or thing done by them, or their predecessor-in-interest, they the Vendors/Owners, have in their good, rightful, power and absolute authority, to grant, sell, convey, transfer, assign and assure, the demised premises, unto the Purchasers, as is being done by this instrument and that there is no latent or patent defect of title of the Vendors/Owners in the same, or any latent or patent defect of title of the Purchasers i.e. being obtained through this instrument and further that there is no clog on the title of the Vendors/Owners and further there is no impediment, or bar for the Vendors/Owners to absolutely sell the demised premises as Vendors/Owners thereof, either under any law, or statute, or under any order of Court, or any other statutory forum, or Municipality or under any contract and the Vendors/Owners, hereby further covenant with the Purchasers, that the demised premises and every part thereof, is totally free from all encumbrances whatsoever and the Vendors/Owners hereby keeps the Purchasers sufficiently harmless and indemnified against the same and the Vendors/Owners hereby further covenant with the Purchasers, that all municipal taxes, electric bills, maintenance charges and all other outgoing, in respect of the demised premises, shall be borne by the Vendors/Owners till the month, date or quarter in which this conveyance is being executed or vacant and peaceful possession is taken, whichever is earlier, as shall be applicable and thereafter the same shall be paid by the Purchasers and the Vendors/Owners hereby further mutually covenant with the Purchasers, that the Purchasers shall be free to use, occupy, enjoy, possess and absolutely own the same, without any let or hindrance, claim, question or demand, being raised by the Vendors/Owners or any one claiming through or under them, or in trust or in equity and the Vendors/Owners further covenant with the Purchasers, that on request of the Purchasers, they will be bound to do, all and every act and to sign, execute and register if necessary, all deeds, documents, applications and papers, for more perfectly assuring the title, of and in the demised premises AND the parties doth hereby mutually covenant with one another, that all of them shall at all times in future, duly comply with all the terms and conditions contained in this conveyance.

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

1. The interest which the Vendors professed to transfer, subsist and the Vendors have good, rightful power and absolute authority and indivisible title to grant, convey, transfer, assign and assure unto the Purchasers and every part or parts thereof respectively unto the Purchasers and the Vendors/Owners have not at any time hereto before done, omitted, committed, suffered or been party or privy to any act, deed or thing whereby they may be prevented from granting conveying transferring assigning or assuring the said demised premises which is morefully and specifically mentioned and/or described in the Schedule.

2. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon the said demised premises which is morefully and specifically described in First Schedule hereunder and thus the demised premises is hereby sold, conveyed and transferred unto the Purchasers and every part thereof and to enjoy the said demised premises which is morefully and specifically described in

Schedule hereunder, without any interruption claim or demand whatsoever by the Vendors/Owners or any person or persons claiming through under or in trust for the Vendors.

3. The said demised premises which is morefully and specifically described in Second Schedule is hereby sold conveyed and transferred unto the Purchasers and freed and discharged from or otherwise by the Vendors/Owners sufficiently indemnified against all and all manner of encumbrances claims and demands whatsoever caused, created, occasioned and / or made by the Vendors/Owners or any person or persons claiming or to claim through under or in trust for the Vendors/Owners.

4. The Vendors/Owners or every person or persons under or representing them, lawfully claiming any estate, right, title or interest into or upon the said demised premises which is more fully and specifically described in the Schedule hereunder, hereby sold conveyed and transferred unto the Purchasers or any part thereof through under or in trust for the Vendors/Owners shall and will at all times hereafter upon every reasonable request and at the cost of the Purchasers make, do, acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, assurances, matters and things whatsoever for the further better and more perfectly assuring the said premises unto the Purchasers or shall or may be reasonably required.

5. The Vendors/Owners promise, declare, undertake and covenant with and to the Purchasers that they shall attend and/or present themselves before any Forum and/or Court and/or Govt. Authority and/or Organization and/or statutory body including South Dum Dum Municipality, CESE for and/or on behalf of and at the request of the Purchasers in order to answer, clarify, if any question, query and / or dispute is raised by the above authorities i.e. to corroborate, pass on and/or transfer better title to, for and in favour of the Purchasers the Vendors/Owners shall attend to any authority at any time at the request of the Purchasers.

6. That the Vendors/Owners hereby undertake and indemnify to pay all dues and/or arrears till the date of execution of these presents to and for the Purchasers or vacant and peaceful possession is taken, whichever is earlier, on account of municipal taxes, levies, electricity bills etc.

7. That the Vendors/Owners are the joint, exclusive and absolute Vendors/Owners of the property and/or otherwise well and sufficiently entitled to the said property (which is morefully and specifically mentioned and/or described in the Schedule).

8. That the Vendors/Owners hereby declares, that the properties appurtenant thereto is free from all encumbrances, mortgages (including mortgage by deposit of title deeds or anomalous mortgage under the Transfer or property Act), charges, liens, lispensens, annuity, right of residence or maintenance under any testamentary disposition, settlement or other documents or under any law, debutters, wakf, trusts, benami transactions, adverse possession, attachments, decree or order including any injunction or prohibitory order, acquisition, requisition, vesting, alignment, claims, demands and liabilities of whatsoever or howsoever nature and that the Vendors/Owners have and hold clear, undisputed, undisturbed, marketable and authentic title to the same.

9. The Vendors/Owners have actual, undisturbed, undisputed, exclusive, and absolute Ownership and khas physical possession of the said premises (which is morefully and specifically mentioned and/or described in the Schedule).

10. The Vendors/Owners also declare that the entire First Scheduled property is neither affected by and/or included under any law suit and/or proceedings nor affected by and under the (Urban Land Ceiling Regulation) Act., and/or scheme related to such Act or any other Law in force for the time being.

11. The Vendors/Owners have not entered into any Agreement for Sale, Lease, License, Tenancy and or any sort of Agreement and/or Contract with any body, person and/or organization in respect of and/or regarding the Scheduled property other than the abovementioned Purchasers.

12. The Vendors/Owners have not mortgaged this Scheduled property to any person and/or organization and/or body Corporate and/or bank etc.

13. The Vendors/Owners declare that there is no Title Suit pending and/or active in any Court and/or Tribunal etc. in respect of and regarding this scheduled property.

14. The Vendors/Owners also vehemently declare that neither any declaration nor any undertaking, in respect of and in regard to the Scheduled property, have been given, and/or declared and/or announced to any body corporate, bank, person, organization etc. which holds and/or causes and/or effects any encumbrance and/or charge to the Scheduled property and/or affects the title of the Scheduled property.

15. The Vendors/Owners neither have received any notice for Acquisition and/or Requisition, nor any process and/or proceeding for Acquisition and/or Requisition under any law or laws for the time being in force, is active and /or pending and /or under process and/or in motion in any Court, Tribunal and/or Administrative office and offices in respect of and with regard to the Scheduled property and the area appurtenant thereto or any part or portions thereof.

16. That it is hereby further agreed that the Purchasers hereto as the absolute owners of the said flat shall have all right to sell, gift, transferred and assign the said flat in any manner and the Developer/vendors or any co-owners shall have no objection to any such transferred.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE ENTIRE PROPERTY)**

**ALL THAT** piece or parcel of land admeasuring 5 (Five) Cottahs 1 (One) Chittaks 11 (Eleven) Sq. ft. more or less Mouza – Kalidaha, J.L. No. 23, R.S No. 16, Touzi No.1298/2833, Parganaa 55 Gram, Division- I, sub- Division- 16, comprise in Dag No. 1711, presently enlisted in R.S. & L.R. Dag No. 4722 Khatian No. 265, bearing amalgamated Municipal Holding No. 732, Premises No. 478, Sahid Henanta Kumar Basu Sarani, (formerly Jwapur Road), Police Station Dum Dum, Kolkata – 700074, Municipal Ward No. 18, within the local limits of South Dum Dum Municipality, within the Jurisdiction of Additional District Sub-Registered office at Cossipore Dum Dum, in the District of 24 Parganas (North), which is butted and bounded by :

ON THE NORTH	:	Property of Gita Biswas / Land in Dag No. 1720
ON THE SOUTH	:	12 ft wide Road
ON THE EAST	:	20 ft wide Road
ON THE WEST	:	Plto No. 6A

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Description of Flat)**

**ALL THAT** piece and parcel of a Covered Garage being No. "\_\_\_\_\_" on the \_\_\_\_\_ Floor, \_\_\_\_\_ Side, measuring super built up total area of \_\_\_\_\_ (\_\_\_\_\_) Sq. ft. more or less, consisting of \_\_\_\_\_ Room (on the basis of actual measurement) of the said building namely, on the first schedule mentioned property, along with undivided proportionate share of land and including rights of users of the common areas in the building namely **BIDIPTA ABASHAN**.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

[Common Parts and Portions]

1. The foundation columns, girds, beams, supports, main walls, corridors, lobbies, stairs, roof, stairways entrance to and exist from the building intended for common use.
2. Common rights on the passages and lobbies on the Ground Floor excepting for other saleable spaces.
3. Water pump and electrical panels, wirings, switches and all electrical installations in common portions.
4. Overhead water tank, water pipes and other common plumbing installations and pump appended therein.
5. Windows, doors, grills and other fittings of the common areas of the said premises and/or the said building.
6. Electrical machine parts, electrical wiring, motors and fittings excluding those as are installed for any particular flat or unit in the said building.
7. All drains, sewers, drainage rain water pipes, septic tank, under ground deep tube well with boring therein,
8. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said premises and/or building as are necessary for passage to or user and occupancy of the said unit or flat in common and expressly to be the common parts of the building and premises.
9. Including common rights to use the roof terrace of the said building with other co-owners.
10. Outside Paved periphery of the building stair. Lobby, Landing, entrance can't be used for parking of Motorcycle, cycle.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

[Common Expenses]

- i.** All costs of maintenance, replacing, repairing, white washing, painting, re-building, reconstructing, decorating, re-decorating and lighting the common parts and the portions and the common areas and also the outer walls of the said building and parking spaces.
- ii.** The costs of cleaning and lighting the passage, landings, staircase and all other parts of the building including the open compound.
- iii.** Insurance premium for insuring the said building against earthquake fire, lightening, mob-damages, civil commotion etc.
- iv.** The salaries of clerks, Caretaker, sweepers, electricians, plumbers and all other persons employed for the same purpose.
- v.** All charges and deposits for supplies of common utilities to the co-owners in common.
- vi.** Municipal Taxes and other outgoing expenses those as are separately assessed on the respective flat or unit.
- vii.** Cost and charges of establishment for maintenance of the said building and for watch and ward staff.
- viii.** All litigation expenses for protecting the title of the said land and building.
- ix.** The office expenses incurred for maintenance of the office for common purpose.
- x.** Costs of establishment and operation of the Association upon its formation relating to common purposes.
- xi.** All such other expenses and outgoings as are deemed by the Vendors/Owners and/or of the Association to be necessary for or incidental thereto.
- xii.** All expenses referred to above shall be borne and paid proportionately by the co-Purchasers on and from the date of taking over the Possession of their respective flats or units but the Vendors/Owners shall be liable to bear such charges in respect of flats or units not taken by any Purchasers.

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

**SIGNED, SEALED AND DELIVERED**

In presence of the following

Witnesses:

1.

**SIGNATURE OF TH VENDORS/OWNERS/DEVELOPER**

2.

**SIGNATURE OF THE PURCHASERS**

**MEMO OF CONSIDERATION**

Received a sum of Rs. \_\_\_\_\_ /- [Rupees \_\_\_\_\_] only as full and final consideration as follows:- .

<u>DATE</u>	<u>BANK</u>	<u>BRANCH</u>	<u>CHEQUE</u>	<u>AMOUNT (Rs)</u>
<b>TOTAL AMOUNT (Rs)</b>				_____ /-

( \_\_\_\_\_ Only)

IN THE PRESENCE OF :

**SIGNATURE OF THE DEVELOPER**