

**DEED OF CONVEYANCE**

**THIS INDENTURE** made this                      day of                      Two  
Thousand and **Twenty (2020)**

**BY AND BETWEEN**

(1) **SRI NEMAI RANJAN MUKHERJEE**, (PAN : **CKQPM7537N**), (Aadhaar No. \_\_\_\_\_), son of Late Kalipada Mukherjee, by Occupation – Retired Person, (2) **SRI VASKAR MUKHERJEE**, (PAN : **AIUPM8961E**), (Aadhaar No. \_\_\_\_\_), by Occupation – Service, (3) **SRI SUBHANKAR MUKHERJEE**, (PAN : **AITPM2796E**), (Aadhaar No. \_\_\_\_\_), by Occupation – Service, (4) **SMT. PUSPITA MUKHERJEE**, (PAN : **CSCPM2706F**), (Aadhaar No. \_\_\_\_\_), by Occupation – House wife, (2) to (4) all sons and daughter of Sri Nemai Ranjan Mukherjee and Late Gouri Rani Mukherjee, all by Faith - Hindu, all by Nationality - Indian, all are residing at Premises No.256, Parui Pucca Road, corresponding to Postal Address 46/2, Parui Pucca Road, Post Office – Sarsuna, Police Station – Behala, Kolkata – 700 061, District – South 24-Parganas, represented by their Lawful Constituted Attorney “**MESSRS BASBHUMI**”, (PAN – **AFNPB5701P**), a proprietorship firm having its office at 8R, Roy Para Bye Lane, Post Office and Police Station – Sinthi, Kolkata – 700 050, District – North 24-Parganas, represented by its sole proprietor namely **SRI DEBABRATA BHATTACHARYA**, (PAN – **AFNPB5701P**), (Aadhaar No. \_\_\_\_\_), son of Sri Nripendra Nath Bhattacharjee, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 8R, Roy Para Bye Lane, Post Office and Police Station – Sinthi, Kolkata – 700 050, District – North 24-Parganas, by virtue of a registered Joint Venture/Development Agreement along with Developer Power Of Attorney dated 24.08.2017, registered in the Office of District Sub-Registrar - II Alipore, South 24-Parganas and recorded into Book No. I, Volume No. 1602-2017, Pages from 229080 to 229171, Being No. 1602007908 for the year 2017 hereinafter jointly called and referred to as the “**OWNERS/VENDORS/FIRST PARTIES**” (which expression unless repugnant to the context shall mean and include their heir/heirs, executor /executors, assign/ assigns, administrator/ administrators and representative/ representatives ) of the **FIRST PART**

**A N D**

**MR./MRS.** \_\_\_\_\_ , (PAN - \_\_\_\_\_ ), (Aadhaar No. \_\_\_\_\_), son/daughter of \_\_\_\_\_, by Faith - Hindu, by Occupation - \_\_\_\_\_ , by Nationality - Indian, residing at \_\_\_\_\_ hereinafter called and referred to as the

**ALLOTTEE/PURCHASER** (which term or expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**

**A N D**

**“MESSRS BASBHUMI”, (PAN – AFNPB5701P)**, a proprietorship firm having its office at 8R, Roy Para Bye Lane, Post Office and Police Station – Sinthi, Kolkata – 700 050, District – North 24-Parganas, represented by its sole proprietor namely **SRI DEBABRATA BHATTACHARYA, (PAN – AFNPB5701P)**, son of Sri Nripendra Nath Bhattacharjee, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 8R, Roy Para Bye Lane, Post Office and Police Station – Sinthi, Kolkata – 700 050, District – North 24-Parganas, hereinafter called the **“PROMOTER/DEVELOPER”** (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns), of the **THIRD PART**.

**WHEREAS** by virtue of a registered Deed of Sale dated 16.02.1971, registered in the Office of Jt. Sub-Registrar of Alipore at Behala and entered into Book No.I, Volume No.12, at Pages 156 to 161, Deed No.582, for the year 1971, one Gouri Rani Mukherjee, deceased wife of the Owner No.1 and deceased mother of the Owners Nos. 2 to 4 purchased a plot of Bastu land measuring an area of 4 (Four) Cottahs from one Sk. Golam Rabbani, son of Late Sk. Baharali for a valuable consideration as mentioned therein and by virtue of another registered Deed of Sale dated 13.04.1974, registered in the Office of Jt. Sub-Registrar of Alipore at Behala and entered into Book No.I, Volume No.20, at Pages 290 to 294, Deed No.1899 for the year 1974 said Gouri Rani Mukherjee agains purchased adjacent plot of Bastu land measuring 1 (One) Cottah 8 (Eight) Chittacks from the said Vendor namely Sk. Golam Rabbani for a valuable consideration as mentioned therein and thus said Gouri Rani Mukherjee purchased the total plot of land measuring an area of 5 (Five) Cottahs 8 (Eight) Chittacks, situated in Mouza – Basudebpur, J.L. No.15, R.S. No.82, Touzi No.351, comprising in C.S. and R.S. Dag No.30, under R.S. Khatian No.379/1, C.S. Khatian No.79, P.S. presently Behala, District – South 24-Parganas.

**AND WHEREAS** thereafter while in peaceful possession in the aforesaid total land said Gouri Rani Mukherjee, since deceased erected a Two Storied building thereon and she recorded the property in the record of The Kolkata Municipal Corporation known as **Premises No.256, Parui Pucca Road**, Assessee No.41-128-17-0255-9.

**AND WHEREAS** said Gouri Rani Mukherjee died intestate on 19.03.2013 leaving behind her husband, two sons and one married daughter the present **OWNERS** i.e. the parties of the **FIRST PART** herein, who have inherited the entire land and building as per Hindu Succession Act, 1956.

**AND WHEREAS** thus the Parties of the **FIRST PART** herein become the joint Owners by inheritance and are seized and possessed of **ALL THAT** land measuring an area of 5 (Five) Cottahs 8 (Eight) Chittacks 0 (Zero) Sq.ft. more or less along with a two storied existing building situated within The Kolkata Municipal Corporation, under K.M.C. Ward No. 128, known and numbered as K.M.C. Premises No. 256, Parui Pucca Road, being Assessee No. 41-128-17-0255-9, under presently P.S. Behala, Kolkata – 700 061 and the said land has been more fully described in the **SCHEDULE “A”** hereunder written.

**AND WHEREAS** being desirous of the promotion work of their said premises the **OWNERS** entered into a registered Joint Venture/Development Agreement along with Developer Power Of Attorney dated 24.08.2017, registered in the Office of District Sub-Registrar - II Alipore, South 24-Parganas and recorded into Book No. I, Volume No. 1602-2017, Pages from 229080 to 229171, Being No. 1602007908 for the year 2017 with the **PROMOTER/DEVELOPER** herein namely **MESSRS BASBHUMI** for making the construction.

**AND WHEREAS** accordingly the said Developer has taken sanction of a Ground plus Three Storied Building plan with Lift facility from the K.M.C. Borough Office – XIV, Vide sanctioned building Permit No. .... dated ..... and now the Developer has developed the entire Premises through his Developer-Firm namely “Messrs Basbhumi” and erected the building thereon.

**AND WHEREAS** the **DEVELOPER** has constructed the building. Thereafter the West Bengal Government introduced the **new Promoter and Builder Law** with effect from 01.06.2018 as per The West Bengal Housing Industry Registration Act, 2017 and also The West Bengal Housing Industry Regulation Rules, 2018. The **DEVELOPER** has now taken the registration of this project under this Act and Building Rules vide No. .... and the **DEVELOPER** has also taken registration of GST. As per said Act the registration of the flat shall be done on Carpet area which has been described in this deed accordingly.

**AND WHEREAS** the Flat and Car Parking Space as mentioned in the SCHEDULE - B below are of Developer's allocated portion and the **DEVELOPER** has received the entire sale proceeds i.e. consideration amount from the intending Purchaser herein.

**AND WHEREAS** during construction of the building the **DEVELOPER** declared to sell the flats etc. with habitable use of the **DEVELOPER'S ALLOCATION** and the **PURCHASER** herein knowing the same and also after satisfaction of the title of the property agreed to purchase one residential flat being **Flat No.....** situated on the ..... **floor .....** **side** of the Ground Plus Three storied building measuring Carpet area of ..... (**.....**) **Sq.ft. more or less** and one adjacent Verandah of the said Flat measuring Carpet area of ( ) **Sq.ft. more or less** corresponding to super built up area of the said Flat is ( ) **Sq.ft. more or less** together with right to use all common service area and other facilities and the flat is consisting of ..... Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, and 1 W.C. togetherwith one Car parking Space No..... on the Ground Floor of the building measuring an area of ..... Sq.ft. on satisfaction of the **PURCHASER** regarding the specification of the flat and its area and also right to use all common service area and other facilities and also right to use the common portions, space and right of common use of the Common passage, stair-case, landings etc. as well as roof for the service purpose and the other necessary easement rights as described in the **SCHEDULE "C"** hereunder written and undivided proportionate share of land as described in the **SCHEDULE "A"** below.

**AND WHEREAS** both the **VENDORS** and the **DEVELOPER** agreed to sell and convey the said **Flat No.....** and the **PURCHASER** agrees to purchase the said **Flat No.....** situated on the ..... **floor .....** **side** of the Ground Plus Three Storied building togetherwith one Car parking Space No..... on Ground Floor of the building as described in the SCHEDULE “B” below togetherwith undivided proportionate share of land as described in the SCHEDULE “A” below and also right to use all common rights and facilities as described in the SCHEDULE “C” for a total consideration price of **Rs...../- (Rupees .....** **only** free from all encumbrances, liabilities, whatsoever, which is under **DEVELOPER/CONFIRMING PARTY’S** allocation.

**AND WHEREAS** the **DEVELOPER** entered into an Agreement for Sale dated ....., with the **PURCHASER** and the **DEVELOPER** has agreed to sell the **PURCHASER** the said **Flat No.....** situated on the ..... **floor .....** **side** of the Ground Plus Three Storied building measuring Carpet area of ..... (**.....**) **Sq.ft. more or less** and one adjacent Verandah of the said Flat measuring Carpet area of ( ) **Sq.ft. more or less** corresponding to super built up area of the said Flat is ( ) **Sq.ft. more or less** togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of ..... Sq.ft. and the **CONFIRMING PARTY/DEVELOPER** herein has agreed to sell the **PURCHASER ALL THAT** said **Flat No.....** situated on the ..... **floor .....** **side** of the Ground Plus Three Storied building measuring Carpet area of .....(**.....**) **Sq.ft. more or less** and one adjacent Verandah of the said Flat measuring Carpet area of ( ) **Sq.ft. more or less** corresponding to super built up area of the said Flat is ( ) **Sq.ft. more or less** and the said flat is consisting of ..... Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of ..... Sq.ft. as described in the **SCHEDULE “B”** hereunder written right to use all common rights and common services as described in the **SCHEDULE “C”** below and undivided proportionate share of land morefully as described in the **SCHEDULE “A”** and the said flat alongwith the balcony of the building has been built up in accordance with the said sanctioned residential building

plan and discuss to acquire and possess the said flat togetherwith one Car Parking Space of Rs...../- (**Rupees ..... only**) for a total consideration towards the proportionate cost of land and cost of construction of the said flat togetherwith Car Parking Space and the entire cost of the said flat togetherwith Car Parking Space have been taken only by the **DEVELOPER** as the said flat and Car Parking Space is of Developer's Allocation.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement for Sale dated ....., in consideration of the said sum of Rs...../- (**Rupees ..... only**) of which the entire consideration of Rs...../- (**Rupees ..... only**) paid by the **PURCHASER** to the **CONFIRMING PARTY/DEVELOPER** on or before execution of this Deed only on different dates as described in the Memo of Consideration of which receipts have been issued totalling Rs...../- (**Rupees ..... only**) and the receipt whereof the **DEVELOPER** hereby acknowledges and admits and/or for the same and every part thereof both truly acquit release and forever discharge the **PURCHASER** of all their liabilities thereof and it is noted that the entire consideration money of Rs...../- (**Rupees ..... only**) against the said flat and Car Parking have been received by the **DEVELOPER/ CONFIRMING PARTY** and both the **VENDORS** and the **CONFIRMING PARTY/DEVELOPER** as beneficial owners and party respectively do hereby grant, convey, transfer, assigns, assure unto the said **PURCHASER** free from all encumbrances **ALL THAT** the undivided proportionate share of interest in the said land morefully and more particularly described in the **SCHEDULE "A"** hereunder written together with a complete **Flat No.....**, situated on the ..... **floor** ..... **side** of the Ground Plus Three Storied building measuring Carpet area of .....(**.....**) **Sq.ft. more or less** and one adjacent Verandah of the said Flat measuring Carpet area of ( ) **Sq.ft. more or less** corresponding to super built up area of the said Flat is ( ) **Sq.ft. more or less** together with right to use all common service area and other facilities consisting of .... Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of ..... Sq.ft. as described in the **SCHEDULE "B"** below and undivided

proportionate share of land as mentioned in the **SCHEDULE "A"** hereunder written constructed at the cost and expenses of the **PURCHASER TO HAVE AND TO HOLD** the said Flat togetherwith right to use the undivided share of land, staircases, common-land, roof of the building, water supply lines and other common paths and drains and sewerages, equipments and installation and fixture and passages and stair appertaining to the said building situated at **K.M.C. Premises No. 256, Parui Pucca Road, within Ward No. 128, under P.S. Behala, Kolkata - 700061**, as mentioned in the **SCHEDULE "B" AND "C"** hereunder written herein comprised and hereby granted conveyed, transferred, assigned and assured and every part or parts thereof respectively together with there and every or their respective rights and appurtenance whatsoever unto the said **PURCHASER** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER** with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said complete **Flat No.....**, situated on the **..... floor .....** **side** of the building togetherwith one Car parking Space No..... on Ground Floor of the said building and right to use all common rights and proportionate land share as morefully described in the **SCHEDULE "B" AND "C"** hereunder written.

**AND IT IS HEREBY AGREED AMONG THE OWNERS/VENDORS, CONFIRMING PARTY AND THE PURCHASER :-**

1. The **PURCHASER** shall be entitled to all rights, privilege vertical and lateral supports easements quasi easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said **Flat No.....**, situated on the **..... floor .....** **side** of the building and Car Parking Space for usually hold used occupied or enjoyed or reputed so to be or known as part and parcel thereof or appertaining thereto.
2. The **PURCHASER** shall be entitled to the right of access in common with the **OWNERS/VENDORS** and/or other occupiers of the said building at all times



and for all normal purposes connected with the use and enjoyment of the said building.

3. The **PURCHASER** and her agents and nominees shall also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said **Flat No.....**, situated on the **..... floor .....** **side** of the building and Car Parking Space pathways comprised with the said building and Premises or passages and that nothing therein contained the **VENDORS/ DEVELOPER** shall permit the **PURCHASER** or any person deriving title under the purchase but the **PURCHASER** or her servants nominees, employees invitees shall not obstruct the common portion of the building in any way by parking vehicles, deposit of materials, rubbish or otherwise to any other flat owners of the building or holding including the **VENDORS**.
4. The **PURCHASER** shall have the right of protection of the said flat to be kept safe and perfect of all portions of the said **Flat on .....** **floor .....** **side** of the building including the entire premises.
5. The **PURCHASER** shall also be entitled to the right of passage in common as aforesaid of taking, gas, electricity water to the said flat through pipes drains, wires and common spaces lying or being under or through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said flat for the purpose whatsoever.
6. The **PURCHASER** shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such as pipes, drains and common spaces aforesaid and for the purpose of building repair or cleaning part or part of the said Flat on **..... floor .....** **side** of the building togetherwith one Car Parking Space on the Ground floor of the said building.

**THE OWNERS/VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-**

1. That the **VENDORS** have the absolute authority of the land and so the **VENDORS** have good rightful power and absolute authorities to grant, convey, transfer, assign and assure the undivided proportionate share of land pertaining to the said **Flat No.....** , situated on the ..... **floor** ..... **side** of the building togetherwith one Car Parking Space on the Ground floor of the said building and also together with right to use common stair-case and other common portions/parts and open spaces, paths and passages in the said building.
  
2. It shall be lawful for the **PURCHASER** from time to time and at all times hereafter to enter into and upon hold and enjoy the said **Flat No.....**, situated on the ..... **floor** ..... **side** of the Ground Plus Three Storied building measuring Carpet area of ..... (.....) **Sq.ft. more or less** and one adjacent Verandah of the said Flat measuring Carpet area of ( ) **Sq.ft. more or less** corresponding to super built up area of the said Flat is ( ) **Sq.ft. more or less** and the said flat is consisting of .... Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. and One Balcony togetherwith one Car Parking Space on the Ground floor of the said building measuring an area of ..... (.....) **Sq.ft. more or less** and right of use all common open places and other services of the building with stair cases and other common parts and passages in the said building and every part thereof morefully described in the **SCHEDULE “B” AND “C”** hereunder written and to receive the rents, issues and profits thereof and have full power, right and authority to sell, transfer, mortgage, lease dispose of the said flat and balcony without any interruption disturbances claims or demands whatsoever from or by the **VENDORS** or **CONFIRMING PARTY** herein of any person or persons claiming through under or in the trust for them.
  
3. The said Flat on ..... **floor** ..... **side** being **Flat No.....**, of the building togetherwith one Car Parking Space on the Ground floor of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever.

4. The **VENDORS** and the **CONFIRMING PARTY** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASER** make do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said proportionate undivided share of land pertaining to the said **Flat on ..... floor ..... side being Flat No.....**, of the building togetherwith **one Car Parking Space on the Ground floor** of the said building and also togetherwith common stair case and other common open parts and services, paths and passages respectively and every part thereof unto the **PURCHASERS** in manner aforesaid as shall or may be reasonably required **AND** that the **VENDORS** and/or **CONFIRMING PARTY** shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the **PURCHASER** produce or cause to be produced to the **PURCHASER** or to her attorney or agent at any trial, commission, examination or otherwise occasion shall require any of the Deed or Deeds, Documents and writings which are in their possession or power relating to the said undivided proportionate share of land and the **CONFIRMING PARTY** shall deliver to the **PURCHASER** all the attested or other copies of extract and/or from the said deeds, documents and writings.

**THE PURCHASER DO HEREBY COVENANT WITH THE OWNER/  
VENDOR AND THE DEVELOPER/CONFIRMING PARTY AS FOLLOWS:-**

1. So long as the said **Flat No.....**, situated on the **..... floor ..... side** of the building togetherwith one Car parking Space No..... on Ground Floor of the building along with all common rights and common expenses as described in the **SCHEDULE “B”, “C” AND “D”** hereunder written shall not be separately assessed the said **PURCHASER** shall pay from the date of execution of the Deed of Conveyance and/or occupations taken by the **PURCHASER** whichever date is earlier, the proportionate share of Municipal taxes as per apportionment to the extent of the said flat to be made by the **VENDOR** and the **CONFIRMING PARTY** jointly and they also pay the building taxes to the State

Government if any proportionately as apportioned by the said **VENDOR** only to the extent of the **PURCHASER'S** flat as mentioned in the **SCHEDULE-'B'** below.

2. The **PURCHASER** shall pay all taxes, rates impositions and other outgoings in respect of the said flat proportionately as may be imposed by the K.M.C. and/or the Central or State Government and shall also pay all such fees or charges or any other taxes or payment of similar nature.
3. The **PURCHASER** shall contribute and pay from time to time and at all times hereafter the proportionate share towards cost expenses, outgoings and maintenance in respect of the enjoyment of the common amenities and common expenses as specified by the Association of the flat owners of the Premises and the same shall be conclusive final and binding on the **PURCHASER** and other flat owners of the building.
4. The **PURCHASER** shall maintain the said **Flat No.....**, situated on the **..... floor ..... side** of the building togetherwith one Car parking Space No..... on Ground Floor of the building at her own cost in the same good condition (reasonables wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the Government both central and State, the K.M.C. and/or any other Authorities and Local Bodies and also particulars to observe and maintain such rules, Bye-laws framed by Association of Flat Owners for the protection of the building.
5. The said **PURCHASER** doth hereby covenant to keep her said flat inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions and in good repair.
6. The said **PURCHASER** shall not make any such construction of structural alteration of any portion of the building causing any damages to other flats or causing obstruction to other owners of the flats of the building.

7. The said **PURCHASER** shall at her own costs and expenses fix up separate meter connection or meters in the said flat and balcony for electricity power connection to be consumed in the said flat by the **PURCHASER** and the **PURCHASER** shall pay all rates and taxes which may be imposed by the proper authority. The **PURCHASER** shall be entitled to make such interior construction and decoration for her necessities like racks, storage space, gas cylinder spaces, cooking racks etc., without causing any damages to the building.
8. The **PURCHASER** shall have full right and authority to sell, transfer, convey, mortgage, Gift, charges, lease or in any kind of encumber or deal, or dispose of her flat and Car Parking Space and/or her possession or to assign let out or part with this interest possession or benefit of her said **Flat No.....** on ..... **floor .....** **side** of the building togetherwith one Car parking Space No..... on Ground Floor of the building or any part thereof provided the transferee shall agree in writing to observe and perform the covenants herein contained and rules and Bye-laws relating to the said building to be framed by the Association.
9. The **PURCHASER** shall have to carry out the necessary repair which may be pointed out by the Association to be formed as per W.B. Apartment Ownership Act, 1972 to extent of the said flat and balcony which will be applicable to the all the flat owners.
10. The **PURCHASER** shall not use nor caused to be used the said **Flat No.....** on ..... **floor .....** **side** of the building togetherwith one Car parking Space No..... on Ground Floor of the building and or any part thereof in such manner which may likely to cause nuisance or annoyance to the occupants of other flats of the said building or to the owners or occupiers of adjoining or neighbouring properties nor shall use the same for any illegal or immoral purposes or as a restaurant, workshop and godown.

11. Save and except the said flat sold herein, the said **PURCHASER** shall have no claim or right of any nature or kind over or in respect of roof and they shall have right to use open spaces and lobbies, stair-case as well as for the purpose of services or the roof of the building in common with other Flat owners morefully specified in the **SCHEDULE "C"** hereunder written.
12. The said **PURCHASER** shall not bring keep or store in or any part of the said flat inflammable combustibile substance or articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.
13. The **PURCHASER** shall never raise any objection if the **DEVELOPER** converts the Car Parking Space of the ground floor in respect of her Allocated portion into shop or office space by converting the same by brick masonry and it is noted that any Car Parking Space of the building shall never be treated as common Space.
14. The **PURCHASER** shall have to pay the monthly maintenance and also the cost of the maintenance/repair of the lift time to time to be fixed up by the flat Owners or by the Association of the Flat Owners of the building to be formed later on and the **PURCHASER** shall have to abide by the decision of the Association.
15. The **PURCHASER** shall use the said flat as residential purpose only and keep the peace of the building without creating any nuisance or sound pollution.
16. That the **DEVELOPER** herein has handed over physical possession of the flat and balcony as mentioned in the **SCHEDULE-'B'** below to the **PURCHASER** herein who has taken the possession thereof with full satisfaction.
17. That the save as the said flat and properties proportionate land herein morefully contained the **PURCHASER** shall have no right title or interest in any other flat and open land of the said building excepting the using right of the roof along with their Co-Purchasers. The **PURCHASER** hereby declares and confirms that they have already received the physical possession of the said flat from the

**DEVELOPER** with full satisfaction as regards the area title of the entire property and construction of the said building.

**AND FURTHER** more that the **VENDORS** and the **CONFIRMING PARTY** and all their heirs executors and administrators representatives shall at all times hereinafter indemnify and keep indemnified the **PURCHASER** and her heirs and executors, administrators and assigns against loss, damages, costs, charges expenses, if it is suffered by reasons of any defect in the title of the **VENDORS** and the **CONFIRMING PARTY** or any breach of the covenants hereafter contained. Simultaneously, the execution and registration of the conveyance of the said flat the **VENDORS** and the **CONFIRMING PARTY** shall hand over the **PURCHASER** the necessary Xerox copies of documents such as The Kolkata Municipal Corporation Tax Receipts, copy of the sanctioned building plan, copies of all other deeds etc. for perfection of the **PURCHASER'S** title.

**THE SCHEDULE ABOVE REFERRED TO**  
**SCHEDULE - 'A'**

**ALL THAT** piece and parcel of land measuring an area of **5 (Five) Cottahs 8 (Eight) Chittacks 0 (Zero) Sq.ft.** whereon a new Ground plus three storied building with Lift facility is standing erected as per sanctioned building Permit No. \_\_\_\_\_ dated \_\_\_\_\_ duly sanctioned by The Kolkata Municipal Corporation Borough Office – XIV, situated in Mouza - Basudebpur, J.L. No. 15, Touzi No. 35, R.S. No.82, P.S. Behala, District - South 24 Parganas, under the jurisdiction of The Kolkata Municipal Corporation Ward No. 128, known as **K.M.C. Premises No. 256, Parui Pucca Road**, corresponding to Postal Address 46/2, Parui Pucca Road, Kolkata – 700 061, being Assessee No. 41-128-17-0255-9, which is butted and bounded by:

**ON THE NORTH** : Land & Building of Sri Saileswar Sarkar ;  
**ON THE SOUTH** : Others Property ;  
**ON THE EAST** : 17-0” wide Parui Pucca Road ;  
**ON THE WEST** : Land & Sheds of Sm. Sarnalata Das.

**SCHEDULE 'B' ABOVE REFERRED TO**

**ALL THAT** the Flat No.            situated on the            **floor**            **side** of the Ground Plus Four storied building measuring Carpet area of            (            ) **Sq.ft. more or less** and one adjacent Verandah of the said Flat measuring Carpet area of            (            ) **Sq.ft. more or less** corresponding to super built up area of the said Flat is (            ) **Sq.ft. more or less** together with right to use all common service area and other facilities and the flat is consisting of            Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. togetherwith one Car parking Space No.            on Ground Floor of the building measuring an area of **135 (One hundred and thirty five) Sq.ft.** more or less and also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **SCHEDULE 'C'** hereunder written and the entire building is being erected as per aforesaid sanctioned Building Permit No. .... dated ..... sanctioned by The Kolkata Municipal Corporation, Borough Office XIV and also as per specification, annexed hereto marked with letter 'X' and proposed flat and Car Parking Space is situated within the P.S. Behala, within The Kolkata Municipal Corporation Ward No.128, in **K.M.C. Premises No. 256, Parui Pucca Road, Kolkata - 700061**, as described in the **SCHEDULE "A"** above.

**SCHEDULE 'C' ABOVE REFERRED TO**  
**(COMMON RIGHTS AND SERVICES)**

1. All stair-cases on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.



4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Lift of the building and Roof of the building is for the purpose of common services.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Electric meter space and vacant roof for the purpose of services.
8. Electricity service and electricity main line wirings and common and electric meter space and lighting.
9. Drainages and sewerages and drive way.
10. Boundary walls and main gate and parapet wall on the roof.
11. Such other common parts, equipments, installations, fixtures, and fittings and open spaces in or about the said building.
12. Vacant space of the ground floor and Caretakers room and toilet.
13. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.

**SCHEDULE – ‘D’ ABOVE REFERRED TO**  
**(RESTRICTIONS)**

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall Keep it always open as before

dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

2. The Purchaser shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
3. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Owner or in a manner as near as may be in which the same was previously decorated.
4. The Purchaser shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the Purchaser shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
5. The Purchaser shall permit the Owner and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Owner to the Purchaser.
6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof
8. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
9. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any

external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Owner may affect the elevation in respect of the exterior walls of the said buildings.

10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.
11. Not to use the allocated car parking space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, if any, and shall use the pathways as would be decided by the Owner.
13. Not to commit or permit to be committed any waste or to remove or after the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Flat No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor Taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
14. Not to install any generator without permission in writing of the Owner.
15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance To the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the Purchaser in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
**(MAINTENANCE /COMMON EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owner may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.

11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
16. The Purchase maintenance and renewal of fire fighting appliances and the common equipment as the Owner may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.

18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Holding Organisation it is reasonable to provide.

**IN WITNESS WHEREOF** the parties have put their signature hereto the day, month and year first above written.

**SIGNED, SEALS AND DELIVERED** by the within the names **PARTIES** at Calcutta in the presence of :

1.

As Constituted lawful attorney of the Vendors herein

\_\_\_\_\_  
SIGNATURE OF THE VENDORS

2.

\_\_\_\_\_  
SIGNATURE OF THE PURCHASER

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

**PREPARED & DRAFTED BY :**

**(DEBES KUMAR MISRA)  
ADVOCATE**

**HIGH COURT, CALCUTTA**

Resi-cum-Chamber :69/1, Baghajatin  
Place, Kolkata-86  
PH-9830236148(D.K.M.),  
Email:debeskumarmisra@gmail.com  
9051446430(Somesh),  
Email:mishrasomesh08@gmail.com  
9836115120(Tapesh),  
Email:tapesh.mishra85@gmail.com

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within mentioned **PURCHASER** the full consideration sum of **Rs...../- (Rupees ..... only** towards the cost of proportionate undivided share of land and also the cost of construction of the said within mentioned **Flat No..... on ..... floor ..... side** togetherwith one Car parking Space No..... on Ground Floor of the building of the building under **K.M.C. Premises No. 256, Parui Pucca Road, P.S. Behala, Kolkata - 700061**, in the manner following :-

Sl. No	Cheque No./Draft No.	Date	Name of the Bank & Branch	Amount (Rs.)
Sl. No				
.				

**Total :** Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ ) only

WITNESSES :

1.

2.

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

\_\_\_\_\_  
DATED THIS            DAY OF            2020  
\_\_\_\_\_

BETWEEN

SRI NEMAI RANJAN MUKHERJEE & ORS.  
OWNERS/VENDORS

A N D

\_\_\_\_\_  
PURCHASER

A N D

MESSRS BASBHUMI

DEVELOPER/  
CONFIRMING PARTY



## **DEED OF CONVEYANCE**

**MR. DEBES KUMAR MISRA WITH  
SOMESH MISHRA & TAPESH MISHRA**  
**ADVOCATES'**  
**HIGH COURT CALCUTTA**  
**69/1, BAGHAJATIN PLACE,**  
**KOLKATA – 700086**  
**PHONE NO. 2425-0490**  
**MOB.9830236148**  
**MOB.9836115120**  
**MOB.9051446430**