

**THIS DEED OF CONVEYANCE** is made on this <sup>TH</sup> Day  
of November Two Thousand and Twenty one.

**BETWEEN**

(1) **SMT. SHIKHA MODANI (PAN : AEJPM 1038D)**, wife of Shri Sanjay Modani, residing at 137, S.P. Mukherjee Road, Kolkata – 700 026, (2) **SHRI PRITHIVIRAJ DASGUPTA (PAN : AFYPD 8544H)**, (3) **SHRI PADMANAVA DASGUPTA (PAN : AGTPD 0913A)** both sons of Late Prabir Kumar Dasgupta, all residing at 61/L, Kalighat Road, Kolkata – 700 026, hereinafter called and referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors -in-office, executors, administrators, legal representatives attorneys and assigns) of the **ONE PART** as **Land Owners**.

AND

**ESSQUARE PROJECTS (having PAN –AACFE9709L)** a registered Partnership firm having Its place of business at 12, Russa Road (East) 2<sup>nd</sup> Lane presently known as Chinmoy Chattopadhyay Sarani, 1st floor, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, being represented by its Partners 1) **SMT. SHIKHA MODANI (having PAN- AEJPM1038D)** w/o Sri Sanjay Modani, by faith Hindu, by occupation-Business, by Nationality-Indian, residing at 137,S.P Mukherjee Road, Flat No-3D, Kolkata- 700026. District South 24 Parganas. (2) **SHRI PRITHIVIRAJ DASGUPTA (PAN : AFYPD 8544H)**, (3) **SHRI PADMANAVA DASGUPTA (PAN : AGTPD 0913A)** both sons of Late Prabir Kumar Dasgupta, all residing at 61/L, Kalighat Road, Kolkata – 700 026, herein after called and referred to as the **DEVELOPER** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include the said Partnership firm, its Partners for the time being, their respective heirs ,executors administrators representatives and assigns) of the **OTHER PART** as **Developers and Vendors**.

AND

(1)**XXXXXXXX (PAN NO.....)**, hereinafter referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, legal representatives, administrators, successors, nominees and/or assigns) of the **THIRD PART**.

**WHEREAS :**

- A) One Gobinda Chandra Dutta, son of Late Baikuntha Nath Dutta was the absolute owner in respect of a piece and parcel of Danga land measuring about 76 Sataks equivalent to 2 Bighas, 5 Cottahs, 15 Chittaks and 30 Sq.ft. more or less situated within the then C.S. Dag No. 3867 under C.S. Khatian No. 2325 of Mouza Garagacha now Behala, J.L. No.2, Revenue Survey of No. 83, Touzi No. 346, P.S. Behala, District 24 Parganas (South).
- B) While seized and possessed of the said land measuring about 76 Satak, said Gobinda Chandra Dutta by virtue of a registered Deed of Conveyance dated 16<sup>th</sup> April, 1934 sold, conveyed and transferred a Danga land measuring about 10 Cottahs being the demarcated eastern side out of said 76 Sataks of Danga land to one Jogomaya Dasi, wife of Probodh Chandra Mallick on valuable consideration and the same was duly registered before the Sub-Registrar at Behala and recorded in Book No.I, Volume No. 12, pages 58 to 66, Being No. 584 for the year 1934.
- C) Though by virtue of the said Deed of Conveyance dated 16<sup>th</sup> April, 1934, said demarcated Danga land measuring about 10 Cottahs was purchased in the name of Jogomaya Dasi but she was the Benamdar of her husband Probodh Chandra Mallick, who was still in possession of the said land.
- D) While seized and possessed of the remaining portion of said 76 Sataks of said Danga land, said Gobinda Chandra Dutta further sold, conveyed and transferred a demarcated piece and parcel of Danga land measuring about 15 Sataks more or less from the south-eastern corner out of said 76 Sataks of Danga land to one Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary (both since deceased) by a registered Deed of Conveyance dated 26<sup>th</sup> November, 1938 on valuable consideration, which was duly registered before the Sub-Registrar of

Alipore at Behala and recorded in Book No.I, Volume No. 29, Pages 170 to 174, Being No. 1798 for the year 1938.

- E) Thus by virtue of the aforesaid Deed dated 26<sup>th</sup> November, 1938, said Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary became the joint owners of the demarcated Danga land measuring about 15 Satak equivalent to 9 Cottahs more or less situated within the then C.S. Dag No. 3867, under C.S. Khatian No. 2325, J.L. No. 2, Mouza Garagacha now Behala wherein each having undivided half share therein and constructed a tile shed structure over the aforesaid land for their residence out of their own fund.
- F) Said Jogomaya Dasi died intestate leaving behind her surviving said Probodh Chandra Mallick and her two sons, namely Paresh Chandra Mallick and Tarak Nath Mallick and one married daughter Smt. Anjali Laha as his legal heirs and successors.
- G) After demise of said Jogomaya Dasi, said Paresh Chandra Mallick, Tarak Nath Mallick and Smt. Anjali Laha jointly executed a Deed of Relinquishment dated 9<sup>th</sup> July, 1952 in favour of their father said Probodh Chandra Mallick to avoid any future complications regarding the possession and lawful enjoyment and lawful ownership in respect of the said land measuring about 10 Cottahs and the said Deed of Release and/or Relinquishment was duly registered before the Sub-Registrar at Behala, District 24 parganas and recorded in Book No.I, Volume No. 1, Pages 172 to 174, Being No. 1236 for the year 1952.
- H) Thus said Probodh Chandra Mallick became the sole and absolute owner of the said demarcated separated Danga land measuring about 10 Cottahs and while seized and possessed of the same, he, by virtue of a registered Deed of Conveyance dated 7<sup>th</sup> September, 1953 sold, conveyed and transferred a demarcated piece and parcel of Danga land measuring

about 11 Satak more or less equivalent to 6 Cottahs, 8 Chittaks and 2 Sq.ft. out of said 10 Cottahs of land to said Gosto Behari Adhikary alias Gosto Chandra Adhikary on valuable consideration, which was duly registered before the Joint Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 27, Pages 231 to 235, Being No. 1903 for the year 1953.

- I) After acquiring the ownership in respect of the said 6 Cottahs, 8 Chittaks and 2 Sq.ft. of Danga land by virtue of said registered Deed of Conveyance dated 7<sup>th</sup> September, 1953, said Gosto Behari Adhikary alias Gosto Chandra Adhikary constructed one tile shed structure therein measuring about 300 sq.ft. more or less and have duly mutated his name in the office of the South Suburban Municipality in respect of the said land and structure and he regularly paid the municipal tax thereof as lawful owner of the said land.
- J) The aforesaid land measuring about 6 Cottahs, 8 Chittaks and 2 Sq.ft. have been duly recorded in the Revisional Settlement Record in R.S. Dag No. 11994, under R.S. Khatian No. 2299 and R.S. Dag No. 12021 under R.S. Khatian No. 6391, Mouza Behala, P.S. Behala, District 24 Parganas (South).
- K) Said Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary (both since deceased) being the joint owners in respect of said Danga land measuring 15 Sataks more or less equivalent to 9 Cottahs together with the tile shed structure constructed by them on the aforesaid land duly mutated their names in the office of the then South Suburban Municipality and used to pay the municipal tax thereof as lawful joint owners each having undivided half share therein and the aforesaid land was recorded in the record of the Revisional Settlement in R.S. Dag No. 12022, under R.S. Khatian Nos. 6392 and 6393, Mouza Behala, District – 24 Parganas.

- L) That said Gosto Behari Adhikary alias Gosto Chandra Adhikary while seized and possessed of as absolute owner of said land measuring about 6 Cottahs, 8 Chittaks and 2 Sq.ft. and also undivided half share of the said land measuring about 9 Cottahs more or less together with tile shed structure situated thereon, he gifted all his right, title and interest in respect of the said two properties to his three nephews, namely Biswanath Adhikary, Ashoke Adhikary and Dilip Adhikary out of love and affection by virtue of a registered Deed of Gift dated 28<sup>th</sup> February, 1975, which was registered on 4<sup>th</sup> of March, 1975 before the Joint Sub-Registrar of Alipore at Behala and recorded in Book No.I, Volume No.22, Pages 59 to 62, Being No. 1077 for the year 1975.
- M) Due to passage of time, said South Suburban Municipality has been merged with the Calcutta Municipal Corporation now known as Kolkata Municipal Corporation and the aforesaid two properties have been included within the Municipal Ward No. 130 of the Kolkata Municipal Corporation and accordingly, the said area of land measuring about 6 Cottahs, 8 Chittaks and 2 Sq.ft. with tile shed structure standing thereon have been mutated in the name of Biswanath Adhikary and Ashoke Adhikary in the record of the Kolkata Municipal Corporation being Premises No. 137, Netaji Subhash Road within Municipal Ward No. 130 vide Municipal Assesse No. 41-130-09-0138-8, though another brother of said Biswanath Adhikary and Ashoke Adhikary, namely Dilip Adhikary also was one of the joint owners of the aforesaid property, which they acquired by virtue of the said registered Deed of Gift dated 28<sup>th</sup> February, 1975 but due to inadvertence the name of said Dilip Adhikary was not being mutated in respect of the said property though he continued to be the owner of undivided 1/3<sup>rd</sup> share therein.
- N) That said another property measuring about 9 Cottahs together with tile shed structure situated therein have been mutated and recorded in the

office of the Kolkata Municipal Corporation as premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 within Ward No. 130 vide Municipal Assesse No. 41-130-09-0137-6, in the name of Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary, both since deceased.

- O) While seized and possessed of the undivided half share of the said Danga land measuring about 9 Cottahs more or less together with tile shed structure situated therein being Municipal Premises No. 136, Netaji Subhas Road, said Gopal Chandra Adhikary died intestate on 24<sup>th</sup> October, 1986 leaving behind him surviving his four sons, namely Sunil Kumar Adhikary, Biswanath Adhikary, Ashoke Adhikary and Dilip Adhikary and three married daughters, namely Gita Das, Gayatri Adhikary and Rita Adhikary as his legal heirs and successors, who thus jointly inherited the said undivided half share in respect of the said Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 i.e. to say each having undivided 1/7<sup>th</sup> share out of said half share in respect of said premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034.
- P) One of the joint owners in respect of the aforesaid property, namely Ashoke Adhikary, filed a title suit for partition against his other co-sharers being Title Suit No. 100 of 1993 in the Court of 7<sup>th</sup> Sub-Ordinate Judge at Alipore, 24 Parganas (South) in respect of both the properties being premises Nos. 136 & 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034.
- Q) The aforesaid suit being Title Suit No. 100 of 1993 was decreed in preliminary form by the Learned Assistant District Judge, 7<sup>th</sup> Court on 22<sup>nd</sup> August, 1995 wherein it has been declared that said Ashoke Adhikary, Biswanath Adhikary and Dilip Adhikary each are the owners of undivided 1/3<sup>rd</sup> share in the land measuring about 6 Cottahs, 8

Chittaks and 2 Sq.ft. being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 and also undivided  $1/3^{\text{rd}}$  share each out of half share of land measuring 9 Cottahs more or less and  $1/7^{\text{th}}$  share each out of remaining half share of the land measuring 9 Cottahs more or less with the other co-sharers, namely Sunil Kumar Adhikary, Gita Das, Gayatri Adhikary and Rita Adhikary who acquired undivided  $1/7^{\text{th}}$  share each out of undivided half share of said premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034.

- R) After such preliminary decree, the aforesaid property has not yet been partitioned amongst the co-sharers, as aforesaid, by metes and bounds.
- S) Said Ashoke Adhikary, Biswanath Adhikary and Dilip Adhikary each were the owners of undivided  $1/3^{\text{rd}}$  share out of half share of land measuring 9 Cottahs more or less and also  $1/7^{\text{th}}$  share each out of remaining half share of the land measuring 9 Cottahs more or less with the other co-sharers, namely Sunil Kumar Adhikary, Gita Das, Gayatri Adhikary and Rita Adhikary, who acquired undivided  $1/7^{\text{th}}$  share each out of undivided half share of land measuring about 9 Cottahs more or less together with 100 sq.ft. tile shed structure situated thereon being premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034.
- T) Thus said Ashoke Adhikary, Biswanath Adhikary and Dilip Adhikary each acquired undivided  $5/21$  share each in respect of said piece and parcel of Danga land measuring about 9 Cottahs more or less with 100 sq.ft. tile shed structure situated therein, said Sunil Kumar Adhikary, Gita Das, Gayatri Adhikary and Rita Adhikary acquired undivided  $1/14^{\text{th}}$  share each in respect of the said land measuring about 9 Cottahs more or less together with 100 sq.ft. tile shed structure situated therein being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034.



- U) One of the co-owners, namely Ashoke Adhikary, by virtue of a registered Deed of Conveyance dated 1<sup>st</sup> April, 2011 sold, conveyed and transferred his undivided 5/21 share equivalent to 2 Cottahs, 2 Chittaks and 13 Sq.ft. out of total land measuring about 9 Cottahs together with proportionate share of structure measuring about 100 sq.ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of the present Vendors on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No.I, C.D. Volume No. 7, Pages 7926 to 7961, Being No. 03761 for the year 2011.
- V) Another co-owner, namely Biswanath Adhikary, by virtue of a registered Deed of Conveyance dated 6<sup>th</sup> April, 2011 sold, conveyed and transferred his undivided 5/21 share equivalent to 2 Cottahs, 2 Chittaks and 13 Sq.ft. out of total land measuring about 9 Cottahs together with proportionate share of structure measuring about 100 sq.ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of the present Vendors on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No.I, C.D. Volume No. 7, Pages 9852 to 9887, Being No. 03860 for the year 2011.
- W) While seized and possessed of the said undivided 1/14<sup>th</sup> share in respect of the piece and parcel of land measuring about 9 Cottahs together with the tile shed structure standing thereon being Municipal Premises No. 136, Netaji Subhas Road, said Gayatri Adhikary died intestate on 31.07.2000 leaving behind her husband, Sushil Kumar Adhikary and only daughter Amrita Adhikary, who thus jointly inherited said undivided 1/14<sup>th</sup> share of said Gayatri Adhikary.

- X) Said Sushil Kumar Adhikary and Amrita Adhikary jointly by virtue of a registered Deed of Conveyance dated 4<sup>th</sup> May, 2011 sold, conveyed and transferred their undivided 1/14<sup>th</sup> share out of said 9 Cottahs of land equivalent to land measuring about 462.75 sq.ft. more or less together with proportionate share of structure measuring about 30 sq.ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of the present Vendors on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 7, Pages 8725 to 8761, Being No. 04925 for the year 2011.
- Y) Another co-owner, namely Sunil Kumar Adhikary, by virtue of a registered Deed of Conveyance dated 10<sup>th</sup> August, 2011 sold, conveyed and transferred his undivided 1/14<sup>th</sup> share out of said 9 Cottahs of land equivalent to land measuring about 462.75 sq.ft. more or less together with proportionate share of structure standing thereon measuring about 30 sq.ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of the present Vendors on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 16, Pages 3371 to 3405, Being No. 08896 for the year 2011.
- Z) Another co-owner, namely Dilip Adhikary, by virtue of a registered Deed of Conveyance dated 14<sup>th</sup> December, 2011 sold, conveyed and transferred his undivided 5/21 share equivalent to 2 Cottahs, 2 Chittaks and 13 Sq.ft. out of total land measuring about 9 Cottahs together with proportionate share of structure measuring about 100 sq.ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of the present Vendors on valuable consideration, which was duly registered before the District Sub-

Registrar-II Alipore, 24 Parganas (South) and recorded in Book No.I, C.D. Volume No. 25, Pages 15385 to 15420, Being No. 13087 for the year 2011.

AA) While said Smt. Gita Das and Smt. Rita Adhikary seized and possessed of and peaceful use and enjoyment of undivided 1/7<sup>th</sup> share jointly in respect of the said piece and parcel of land measuring about 9 Cottahs with structure standing thereon, they, by virtue of a registered Deed of Conveyance dated 14<sup>th</sup> December, 2011 jointly sold, conveyed and transferred their undivided 1/7<sup>th</sup> share equivalent to land measuring about 925.50 sq.ft. more or less together with proportionate share of structure measuring about 60 sq.ft. situated and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of **SHRI RAGHU BANERJEE (PAN : AEIPB6196C)**, son of Late Shibapada Banerjee, residing at 40, Kazi Para Road, P.S. Behala, Kolkata – 700060, District – 24 Parganas (South) and (2) **SHRI DEBASIS GHOSH (PAN : AIJPG3341F)**, son of Late Shib Krishna Ghosh, residing at residing at 50, Kazi Para Road, P.S. Behala, Kolkata – 700060, District – 24 Parganas (South) on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 25, Pages 15456 to 15491, Being No. 13089 for the year 2011.

BB) After purchasing the aforesaid property being premises Nos. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 by virtue of the aforesaid 6 (six) registered Deed of Conveyances, as stated herein before, the present Vendors detected some typographical mistakes regarding the particulars of Dag Nos. in all the aforesaid Deeds executed in their favour and as such for rectification of the aforesaid mistake all the previous Owners and/or Vendors in the said respective Deeds duly executed 6 separate Deed of Declarations and/or Deed of Rectifications all dated 17<sup>th</sup> March, 2012 inter alia rectifying the aforesaid mistake in

respect of the Dag numbers, which were duly registered before the Additional Registrar of Assurance, Kolkata being Deed Nos. 02319, 02322, 02321, 02324, 02320, 02318 all for the year 2012.

- CC) Thus said **SHRI RAGHU BANERJEE and SHRI DEBASISH GHOSH** by virtue of said six registered Deed of Conveyances and also the said six registered Deeds of Rectification/ Declaration, became the absolute Owners in respect of the piece and parcel of land measuring about 9 Cottahs together with structure standing thereon measuring about 100 sq.ft. being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 and have also duly mutated their names in the record of the Kolkata Municipal Corporation and also in the record of the BLRO and constructed further tin shed structure therein having a total area of 2100 sq.ft. and otherwise entitled to deal with the same.
- DD) The present Landowners interested to purchase the aforesaid property from the Vendors being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 having an area of 9 Cottahs more or less together with tile shed structure standing thereon having an area of 2100 Sq.ft. by virtue of a registered deed of conveyance dated 27/04/2015 purchased from **SHRI RAGHU BANERJEE and SHRI DEBASISH GHOSH** for a valuable consideration and the said deed was registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 07, Pages 1640 to 1669, Being No. 04603 for the year 2015.
- EE) By virtue of another registered deed of conveyance dated 27/04/2015 the present Landowners also purchased another contiguous plot of land measuring about 6 Cottahs 8 chattak and 2 sq.ft together with tile shed structure standing thereon having an area of 300 Sq.ft. from **SHRI RAGHU BANERJEE and SHRI DEBASISH GHOSH** for a valuable consideration and the said deed was registered before the District Sub-

Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 07, Pages 1610 to 1639, Being No. 04602 for the year 2015.

FF) Since the present Owners purchased two contiguous plot of lands having a common access to both the plots from the main road, they, in order to have common right of use and enjoyment of the said passage running from 16' - 10<sup>1/2</sup>" to 56' - 4" from the main road to the respective plots, as aforesaid, they also entered into an **Agreement of Easement of Right of Way amongst themselves, which was also registered before the DSR-II, Alipore vide no. XXXXXXXXXXXXXXXX.**

GG) The present owners having acquired the absolute Ownership in respect of the aforesaid two distinct plots have decided to construct a complex consisting of 2 separate buildings in the aforesaid properties having common access and common facilities in both the buildings.

HH) At the time of purchasing the aforesaid two plots, the present Owners took financial assistance from the Party of the second Part/ Developer and for which it was initially agreed that the Owners shall get the aforesaid property develop by the Party of the Second Part and the amount received by the Owners from them shall be treated as refundable security deposit in the proposed project

II) The Land Owners does not possess sufficient experience to construct/ develop the property by constructing multi-storied building and the Party of the Second Part is a Developer having sufficient infrastructure and experience and the Owners being interested to get the aforesaid property, being premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034, developed, hereby authorize / appoint the aforesaid Developer, and accordingly, they have already agreed to get the aforesaid property developed by the said Developer by constructing a multi storied building therein.

- JJ) The Developer has also entered into another Development Agreement with the Owner in respect of the adjacent property being premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 for construction of a multi-storied building thereon. Accordingly the Developer with the consent and concurrence of the Owners of both the properties have decided to utilize certain common facilities and/or common amenities for utilization of the flat owners of both the buildings to be constructed at the said properties including common paths and passages thereof.
- KK) Pursuant to the said arrangement, both the Owners and the Developer have agreed to the basic terms and conditions for such development and accordingly, pursuant to such basic terms and conditions, the Developer has already progressed for basic work for such development.
- LL) For the purpose of recoding the detailed terms and conditions of such development in the aforesaid property, both the Owners and the Developer have agreed to record in writing the detailed terms and conditions for development of the aforesaid property authorized the Developer to complete the said scheme of construction of the proposed multi-storied building.

**AND WHEREAS**, the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with the said proposal of the Land Owner and agreed to develop the Schedule A property and to erect building thereon in terms of the sanctioned building plan at their own costs, expenses and efforts and in pursuance of the above, the parties herein have entered into this Agreement in between them.

**AND WHEREAS**, both the parties herein have negotiated between themselves regarding terms and conditions on which the same development work can be made

and have accepted and agreed to enter into this agreement under the following terms and conditions for the same.

**AND WHEREAS**, the Developer agreed to develop the aforesaid property and/or to construct a multi storied building thereon as per the sanctioned plan to be obtained from the concerned Municipality.

- A) The Purchasers being interested to purchase a flat being Flat NoXXX., situated on the **X** floor, measuring about XXX Sq.ft. (super built-up area) consisting of XX bed rooms, XX dining cum drawing, XX bath cum privies, XX kitchen together with XX open **car parking space & XX covered car parking space on the ground floor** beneath the building being parking no ..... together with proportionate variable share of land corresponding thereto being Municipal Premises No **136 Netaji Subhas Road, P.S. Behala, Kolkata – 700034** (more fully described in the Second Schedule hereunder written) hereinafter referred to as the “said Flat and Car Parking space” approached the Vendor and accordingly, the Vendor agreed to allocate and/or transfer the said flat and car parking space at or for a total consideration of Rs. XXXX(**XXXX**) free from all encumbrances, charges, liens, attachments, whatsoever, subject to the terms and conditions as contained hereinafter.
- B) Pursuance to the said arrangement, the Owners and Developers entered into an Agreement for Sale with the Purchasers on **XXXX** for sale of the aforesaid flat and with **XX covered car parking space on the ground floor** together with proportionate variable share of land corresponding thereto being Municipal holding **136, Netaji Subhas Road, P.S. Behala, Kolkata – 700034**.

**NOW THIS INDENTURE WITNESSETH** that in pursuance to the said Agreement for Sale dated **XXX** and in consideration of a sum of Rs. XXX plus GST

(XXXXXX) paid by the Purchasers to the Vendor at or before execution of these presents the receipt whereof the Vendor doth hereby acknowledge to have received the same and every part thereof as per the Memo given below, the Vendor doth hereby grant, sale, convey, transfer, assign and assure, whatsoever and conclude release, discharge and assign unto and in favour of the Purchasers, their heirs, executors, administrators, legal representatives and /or assigns and every one of them free from all encumbrances, charges, liens, whatsoever, **ALL THAT** one self contained flat being Flat No. XXX, situated on the XX floor, measuring about XXX. (super built-up area) consisting of XX bed rooms, X dining cum drawing, XX bath cum privies, XX kitchen together with XX open **one covered car parking space on the ground floor** TOGETHER WITH proportionate variable share of land corresponding thereto along with the proportionate right of common facilities, utilities, benefits and other appurtenances which is to be used as common between all the co-owners of the said building being **136, Netaji Subhas Road, P.S. Behala, Kolkata – 700034** (more fully described in the Second Schedule hereunder written) hereinafter referred to as the “said flat and open **XX covered car parking space on the ground floor** TOGETHER WITH proportionate right, title and interest in common areas and portions and common parts comprised in the said building and also the right of free ingress in and egress out from the said flat situated on the XX floor at the aforesaid premises without any obstruction of whatsoever and howsoever TOGETHER WITH all other easement and / or amenities and/ or facilities inclusive of overhead tank, water storage, underground reservoir, the pipes attached thereto together with internal and external wall in all internal partition walls of rooms free from all encumbrances, charges, liens, attachments, whatsoever, together with the right of use of passage leading from the main road up to the XX Floor and other common portions and/or common amenities jointly with other co-owners AND the Vendor doth hereby further covenant with the Purchasers that the Purchasers shall quietly and peacefully hold, possess, occupy and enjoy the said self contained flat and **XX covered car parking space on the ground floor** level without any let, hindrance, denial, demand, interruption or eviction or claim or demand by Vendor or any other person or persons lawfully or



equitably claiming through Vendor or in trust for the Vendor or HOWSOEVER OTHERWISE the said flat and XXX covered car parking space on the ground floor or any part thereof now are or is or at any point of time hereto before wherever was situated and butted and bounded, reputed, called, known, numbered, described or distinguished together with all and singular those walls, yards, ways, compound, paths, passages, water, water courses, sewerage drain, trees, plants, advantages and ancient and other rights, lights, liberties, easement, profits, privileges, advantages, appendages and appurtenances, whatsoever, to the said flat belonging to or any way appertaining thereto or with the same or any part thereof now or at any time therefore usually held used occupied or enjoyed or reputed therewith or known as part and parcel thereof or be appertaining thereto AND ALSO the reversion or reversions remainder or reminders and the rents, issues and profits thereof and every part thereof WITH ALL DEEDS documents writing vouchers or other evidence of title relating to the said flat and XXcovered car parking space on the ground floor or any part thereof and all estate, right, title and interest use inheritance property possession benefit claims and demand, whatsoever, both at law and in equity of the Vendor unto or upon or out of the said flat and XXX covered car parking space on the ground floor or any part thereof TO HAVE AND TO HOLD the said flat and XX covered car parking space on the ground floor and the impartible undivided share in the said land and building as fully described in the First Schedule hereinafter written and all the singular the flat hereby sold, conveyed, transferred, assigned, assured, expressed or intended so to be TOGETHER WITH the appurtenances and rights as aforesaid unto the Purchasers, with their rights, member and appurtenance unto and to the use and benefit of the Purchasers free from all encumbrances, charges, liens, claims and demands, whatsoever, absolutely and forever but subject to the obligation and stipulation as contained herein AND SUBJECT NEVERTHELESS to the payment by the Purchasers of their proportionate share of all taxes, rates, dues, maintenance, charges, assessment and duties, chargeable upon the same which may hereafter become payable in respect of the said flat and XX covered car parking space on the ground floor to the respective Statutory Authority or Authorities including the proportionate maintenance charges

of the building AND THAT NOTWITHSTANDING any act, deed, matter or thing done whatsoever by the Vendor or any person lawfully or equitably claiming by, from or through under or in trust for him made, done, commit or committed or intentionally suffered to the contrary they, the Vendor now is lawfully and as absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat and **XX covered car parking space on the ground floor** Space TOGETHER WITH undivided proportionate share of land corresponding thereto hereby sold, conveyed, assigned, assured and expressed so to be and every part thereof being perfect and indivisible estate or inheritance thereof without any manner or condition use trust or other thing whatsoever to alter, defeat, encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed, matter or thing, whatsoever, as aforesaid the Vendor now has in itself good right full power and lawful and absolute authority to sell, convey, transfer, assign and assure the said flat and **XX covered car parking space on the ground floor** hereby sold, conveyed, transferred, assigned and assured and expressed so to be unto and unto the use of the Purchasers absolutely in the manner as aforesaid free from all encumbrances, charges, liens, attachments whatsoever, together with undivided proportionate share of land corresponding thereto hereby conveyed and assured and intended so to be and unto and unto the use of the Purchasers AND it shall be lawful for the Purchasers from time to time and at all times hereinafter peaceably and quietly possess or to enter upon and enjoy the said flat as described in the Second Schedule hereunder written for use and enjoyment of the same and to get the benefit and receive rent issues and profits thereof without any suit lawful eviction interruption claim and demand whatsoever for or by him, the Vendor or by any person or persons lawfully or equitably claiming through under or in trust for him AND THAT free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor or its successor or successors in office and/or assigns and well and sufficiently saved defended and kept harmless and indemnified of, from and against all and all manner or forms and other estate, right, title, interest, claim, including any statutory liability like MUNICIPAL tax maintenance charges or any demand, whatsoever, created made excluded occasioned or suffered by them

or any of their predecessor in title or any person or persons lawfully or equitably or rightfully claiming by, from or in trust for him. AND FURTHER the Vendor and all persons having lawfully or equitably claiming any estate or interest whatsoever from, under or in trust for them shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make, do, acknowledge and execute or acknowledge and cause and procured to be made, done, do execute all such further and other lawful and reasonable acts, deeds, things and assurances for further assuring the said flat and open car parking space to the Purchasers as may be reasonably required for better and perfectly assuring the said Flat and **XX covered car parking space on the ground floor** as fully described in the Second Schedule written and every part thereof unto and to the Purchasers in the manner aforesaid. AND THAT the purchasers' undivided variable proportionate interest in the soil as fully described in the Schedule Second hereunder written shall remain joint for all times with other co-owners who may hereafter or hereto before acquire have acquired right, title, interest in respect of the said land and other units and it is hereby declared that such interest in the said land is impartible. HOWEVER THAT the Purchasers shall not have any claim or right of any nature in other units of the said building AND THAT the Purchasers shall maintain at their own cost the said flat in the same good condition and state under which the same is delivered to them and shall abide by all laws, bye laws, rules, regulations of both the Government, Statutory Bodies and shall attend, ensure and be responsible for all deviation, violation and breach of any of the conditions or laws or rules and regulations and shall observe and perform all the terms and conditions or laws or rules and regulations herein contained AND THAT the Purchasers shall not do or cause to be done any act, deed or thing whereby any of the drain, sewerage, pipeline, may be affected nor shall be entitled to in any way obstruct or cause to be obstructed the common passage, landing, staircase nor store therein any rubbish or other materials goods or furniture nor shall cause to be done or committed to be done any act, deed or thing whereby the use and enjoyment of the common parts and common amenities and common convenience of the said building put in any way prejudicially affected or vitiated. provided however the Purchaser have

common right with other flat owners in respect of the ultimate roof. AND THAT the Vendor or its successor or successors in office and/or assigns shall at all times herein indemnify or keep indemnified the Purchasers or their heirs, executors, administrators, legal representatives, if any, defect in the title of the Vendor or any statutory claims or demand including MUNICIPAL and maintenance charges in respect of the said unit up to the date of execution of this Deed or any breach of the covenant herein contained AND FURTHER the Purchasers shall have the following rights :

- i) The Purchasers shall use electricity meant for their flat and shall pay the electricity bills to CESC Limited or to the Society as the case may be till they obtains their meter in their own name and that for obtaining new meter the Vendor shall issue necessary letter as necessary to the Purchasers as well as to Authority concerned. The Purchasers shall take separate Electric Meter in their own name at their own cost at an early date, if not already obtained AND FURTHER the Purchasers shall be liable for the payment of proportionate municipal taxes and other statutory out goings as may be found due and payable to be assessed by the MUNICIPAL AUTHORITY until apportionment of municipal tax in respect of the aforesaid unit in the record of the Municipality.
  
- ii) The Purchasers shall enjoy the supply of Municipal Water jointly with the other co-owners from the underground reservoir in the Ground Floor through the overhead tank installed at the roof, lifted through common electric pump and motor. And the Purchasers shall pay mutually proportionate agreed charges, which shall in all cases be in conformity with Electricity Bill for lifting such water though Pump from underground reservoir to overhead tank to the Association. The Purchasers, in case of any difficulty, shall have the right or liberty to approach the Association and the Association shall take necessary steps at the earliest to remove any complaint about water supply and ensure that normal water supply is restored to the such complaints'

portion provided such supply is not disturbed, stopped by the Municipality and such other Statutory Authority at their own work.

- iii) The Purchasers shall have common right, title and interest in respect of the outside wall of the building and cannot erect any construction either within or outside the flat/unit save and except repairing with prior approval of the Association, if such Association is formed.
- iv) The Purchasers shall be able to have telephone connection, cable connection or any or all types of satellite antennae connection if not already taken or for additional lines at their own costs, without any objection and the Vendor hereby grant her consent to the same.
- v) The coloring of the inside wall of the unit in each side can be done separately by the Purchasers. The colour of the outside wall in the entire building i.e. of all the flat Owners and Occupants should be the same.
- vi) It is further clarified that none of the Flat Owners including Purchasers shall not keep and store any inflammable Article in the premises except for domestic use.
- vii) Also it is clarified that the said flat will be used for residential purpose only. In future to whomever the Purchaser sells the said flat he and / or she shall use the same for residential purpose only.
- viii) The sewerage system and other common user system shall continue as at present, and the Association or their men or masons shall have right to repair the same by entering into other co-owner / occupier's flat and /or portion of the building, during reasonable time, after giving reasonable notice to other Flat Owners and obtaining permission in writing.

- ix) The overhead tank for supply of water to the respective flats in the aforesaid building is situated on the roof and as such the Purchasers and other co-owners of the respective Units shall have the right of access to the said roof for the purpose of verifying and/or checking and/or repairing and/or maintenance the supply system of the overhead tank and also shall be liable for incurring the expenses proportionately for repairing of the said roof where the overhead tank is situated jointly with other co-owners.

**AND FURTHER** the Purchasers shall have to fulfill the following obligations :

- a) That save and except the aforesaid flat with **XX covered car parking space on the ground floor** the Purchasers shall not have any right in respect of the other areas in the aforesaid building and save and except the right of ingress and egress through the main entrance and the right of other easements attached to the aforesaid flat the Purchasers shall not claim any right in respect of any other portion of the building and the Vendor shall not claim any right in respect of the said flat agreed to be sold nor shall create any disturbance to the ingress and egress thereto and on completion of sale, the Purchasers shall be entitled to deal with the same and the Vendor shall not raise any objection.
- b) That the Purchasers shall be liable to pay maintenance charges to the association towards actual incurred cost, which is, however, liable to be variable from time to time as may be decided in future by mutual arrangement and discussion amongst the unit owners of the building.
- c) That the Purchasers agreed to become a member of such Association and further agreed to abide by all the Rules and Regulations thereof.
- d) That in case of default on the part of the Purchasers for payment of the proportionate municipal taxes, other statutory out goings, maintenance

charges within 7 days from the date of demand by the Association, the Purchasers shall, however, to pay with interest.

- e) That the Purchasers, however, shall not be entitled to make any construction and/or addition or alteration nor shall be entitled to make any structural changes thereof, save and except coloring, plastering, flooring, etc. but shall not make any structural changes affecting the main wall of the building or shall not make any unauthorized construction thereof nor shall do any thing which might affect the front elevation of the building.

#### **FIRST SCHEDULE AS REFERRED TO ABOVE**

**ALL THAT** the piece and parcel of land having an area of 9 Cottahs more or less together with tile structure standing thereon having an area of 2100 sq.ft. being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034, (property situated at Zone ‘4’), Ward No. 130 together with all other easement and/or facilities attached thereto and butted and bounded as follows:

ON THE NORTH : By Municipal premises No. 137, N.S. Road;

ON THE SOUTH : By the property of Fakir Chandra Dey;

ON THE EAST : By premises No. 117/E, N.S. Road;

ON THE WEST : Partly by 6’ wide common passage and partly by premises No. 191A, N.S. Road.

#### **SECOND SCHEDULE AS REFERRED TO ABOVE**

**ALL THAT** one self contained flat being Flat No. **XX** situated on the **XX** floor, measuring about **XX** Sq.ft. (super built-up area) consisting of **XX** bed rooms, **XX** dining cum drawing, **XX** bath cum privies, **XX** kitchen together with proportionate variable share of land corresponding thereto along with the proportionate right of common facilities, utilities, benefits and other appurtenances which is to be used as

common between all the co-owners of the said building being Municipal Holding 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034

**ALL THAT XX covered car parking space on the ground floor** as demarcated and detailed in the Annexure “B” attached hereto together with proportionate share of land corresponding thereto being 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034

### **THIRD SCHEDULE AS REFERRED TO ABOVE**

**GENERAL COMMON ELEMENTS** provided in the building - All appurtenances and facilities and other items which are not part of the Apartment Unit.

- i) All private driveways curbs, sidewalls on the ground floor of the said premises.
- ii) Public connections and meters and rooms for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services and located outside the complex.
- iii) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
- iv) All other facilities or elements or any improvement outside the said apartment unit but upon the said building which is necessary for a convenient to the existence, management, operation, maintenance and safety of the building or normally, in common use.

### **FOURTH SCHEDULE ABOVE REFERRED TO**

#### **(Exemption areas and/or common facilities)**

- i) The foundation, column, beams, supports, boundary walls including walls, including outside walls of the said building, corridors, passages, stair cases, drive way entrance exit and the lobby of the building and all other common areas excepting covered/open car parking space.



- ii) Overhead water tanks, underground water reservoir and other common plumbing installation.
- iii) Water and sewerage evacuation pipes from the flats and other common areas to the drains and sewerage, drain and sewerage pipe from the building to the Municipality ducts.
- iv) The main gate of the building.
- v) Lift, shaft and lobby for the lift.
- vi) Electrical wirings, meters, fittings and fixtures for lighting the staircase, lobby passage, under ground and all other common areas.
- vii) That all such other parts, areas equipments, installation, fittings and fixtures, covered and open spaces in or about the said building as are necessary for occupancy of the building or part thereof and easement of necessity.

## **COMMON FACILITIES**

1. Right of access and/or user of the common rights in inside the building including the right over the drive ways.
2. Paths, passages inside the building.
3. Lighting arrangement on the paths/roads and/or passages situated inside the building.

## **FIFTH SCHEDULE AS REFERRED TO ABOVE**

### **(Common Obligations)**

1. All costs of maintenance, including repairing, re-constructing, white washing, painting, etc of the outer walls and other surfaces including the roof of the building and other common areas etc as may be reasonably required.
2. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
3. All charges and deposits for supplies of common utilities including Generator (if any).
4. Municipal taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective flats.
5. Costs and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidents costs.
6. Litigation expenses as may be necessary for protecting the right, title and possession to the land and the building which may occur after the execution of this Deed.
7. Upon completion of the proposed building and upon delivery of possession of the respective flats to the respective owners the flat owners shall form an Association for fixing maintenance charges for proper maintenance of the building within 9 months from the date of possession.

## **SIXTH SCHEDULE AS REFERRED TO ABOVE**

- 1) The Purchasers shall become a Member of the Owners' Association on its formation and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the entire building shall be done by "Vendor / Developer" until formation of Association and Purchasers shall pay all proportionate common expenses and other expenses, taxes and out goings in terms of the this Agreement.
- 2) The Purchasers shall keep the unit, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building.
- 3) The Purchasers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments/ Terrace area in the building by :-
  - a) Closing the stairways, landings, passages and other common areas.
  - b) Not to default in payment of any taxes or levies to be shared by the other owners of the First Schedule property or common expenses for maintenance of the building.
  - c) Creating nuisance or annoyance or damages to other occupants and Owner by allowing pounding, running machinery and causing similar disturbances and noises.
  - d) Installing machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.

- e) By using the common, stair case, landing and other common areas either for storage or for use by servants at any time.
  - f) Using the apartment or portion thereof for the purpose other than for residential and also for any illegal or immoral purposes.
  - g) Not to throw any rubbish or used articles in Schedule Property other than in the Municipal Dustbin provided by the Municipality near the property.
- 4) The Purchasers shall maintain at Purchasers' own cost the said flat in good condition, state and order and shall abide by all the laws and regulations of the Government, **Kolkata Municipal Corporation** and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement, from the date of execution and registration of this sale deed and/ or handing over possession of the Second Schedule property whichever is earlier.
- 5) The Purchasers shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Apartment Building in common with the other Co-Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Co-Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association / Society to be formed by or among the Apartment Owners in the Building.
- 6) The Purchasers shall permit the Developer or other Co-owners, their agents with or without workmen at all reasonable times to enter into and upon the Apartment or any part thereof for the purpose of repairing, maintaining, re-

building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the flat or other common areas of the building or to the occupiers of such flat as the case may be who have defaulted in paying the share of the water, electricity and other charges. The Developer is not liable or answerable for payment of common expenses etc., stated in this Agreement any time for unsold areas.

- 7) The Purchasers shall pay to the Developer or Owners' Association as the case may be the following expenses in proportion to the Purchasers' share in First Schedule property.
- (a) Expenses of routine maintenance which includes white-washing, painting and other minor works and repairs.
  - (b) Common expenses for maintenance of pump sets and other machineries, sanitary and electrical connections in the building, electricity and water charges for common services, replacement of fittings and bulbs in all common places, expenses for maintenance of the building and the land surrounding thereto, garden, pots and other plants, salaries and other amounts payable to the watchman, security guards, plumber, electricians, gardeners, pumps, lifts and generator operators etc.

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

SIGNED SEALED AND DELIVERED BY THE  
VENDOR AT KOLKATA IN PRESENCE OF :

1.

( VENDOR )

2.

SIGNED SEALED AND DELIVERED BY THE  
PURCHASERS AT KOLKATA IN PRESENCE OF :

1.

\_\_\_\_\_

(XXXXXXXXXXXX & OTHERS)

(PURCHASERS)

Drafted by

Advocate

**MEMO OF CONSIDERATION**

Received a sum of **XXXXX**/= plus Service Tax (**XXXXXXXX**) from the above named Purchasers as and by way of full consideration money as per memo given below:

1. By account payee Cheque No.XXXX dated XXXX Drawn xxxx Bank, **Branch**, Kolkata amounting to Rs.XXXX/-
  
2. By account payee Cheque No.XXXX dated XXXX Drawn xxxx Bank ..... **Branch**, Kolkata amounting to Rs.XXXX/-
  
3. By account payee Cheque No.X dated XXX drawn on XXXX Bank, Kolkata amounting to Rs. XXXX
  
4. By account payee Cheque No.X dated XXX drawn on XXXX Bank, Kolkata amounting to Rs. XXXX
  
5. By account payee Cheque No.X dated XXX drawn on XXXX Bank, Kolkata amounting to Rs. XXXX

(Rupees.....only)

**Witnesses:**

1.

2.

(VENDOR)



\*\*\*\*\*

DATED THIS XXDAY OF XXXX 20...

\*\*\*\*\*

BETWEEN

M/S. ALMOUR CONSTRUCTION  
VENDOR/DEVELOPER  
AND

**SRI XXXXX & OTHERS.**

.... PURCHASERS

**SALE DEED**

**Re: Municipality ,Ward No-23,Holding No-  
345,Subhas Block, within A.D.SR Office &  
P.S.- Sonarpur, District- South 24 Parganas.**

ADVOCATE  
XXXXXXXX