

**DEED OF CONVEYANCE**

This **DEED OF CONVEYANCE** is executed on this the                    day of ..... Two Thousand and Eighteen.

- BETWEEN –

**AMARNATH CONSTRUCTION**, a partnership firm having its registered office at 152/3/5 Salkia School Road,1st Floor, Pin-711101, P.S. Golabari, Dist.- Howrah, being represented by one of its Partner namely, SRI MANOJ BACHHAWAT, son of sri Kundan Mal Bachhawat, by faith Hindu, by occupation Business residing at 6, Rose Merry Lane, P.S. Golabari, Dist.- Howrah, hereinafter referred to as "**the PROMOTER/LANDOWNER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **FIRST PART:**

**AND**

**1. SMT. SUKLA GANGULY**, wife of Late Jayanta Ganguly, by faith Hindu, by nationality Indian, by occupation House Hold Duties, residing at 883/1, Sarat Chatterjee Road, P.S.- Shibpur, District Howrah, **2. SRI NAVANIL PATRA**, son of Sri Joydeb Patra, by faith Hindu, by occupation Business, residing at 67, Panchanantala Road, P.S. Howrah, Dist. Howrah, **3. SRI DEBASISH GANGULY @ GANGOPADHAYA**, son of Late Sudhir Chandra Ganguly, by faith Hindu, by occupation- Business, residing at 882/2, Sarat Chatterjee Road, P.S. Shibpur, District Howrah, **4. SRI ASISH GANGULY @ GANGOPADHAYA**, son of Late Sudhir Chandra Ganguly, by faith Hindu, by occupation- Business, residing at 882/2, Sarat Chatterjee Road, P.S. Shibpur, District Howrah, **5. SRI RABINDRA NATH GANGULY @ GANGOPADHAYA**, son of Late Sudhir Chandra Ganguly, by faith Hindu, by occupation-Business, residing at 882/2, Sarat Chatterjee Road, P.S. Shibpur, District Howrah, **6. SRI SAMIR KUMAR GANGULY @ GANGOPADHAYA**, son of Late Birendra Nath Ganguly @ Gangopadhaya, by faith Hindu, by occupation- Business, residing at 882/3/1, Sarat Chatterjee Road, P.S. Shibpur, District Howrah, **7. SRI ASHOK KUMAR GANGULY @ GANGOPADHAYA**, son of Late Birendra Nath Ganguly @ Gangopadhaya, by faith Hindu, by occupation- Business, residing at 882/3, Sarat Chatterjee Road, P.S. Shibpur, District Howrah, **8. MANOJ BACHHAWAT**, son of Kundan Mal Bachhawat, by faith- Hindu, by occupation-Business, residing at 6, Rose Merry Lane, P.S.- Golabari, District- Howrah, hereinafter referred to as the "**LANDOWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors in interest and assigns ) of the **SECOND PART**

**AND**

..... **[PAN .....**] son of ..... by faith ....., by Occupation : ....., by Nationality : ....., residing at ..... Police Station : ....., Post Office : .....,Pin ....., hereinafter called and referred to as the '**PURCHASER**' (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART.**

**WHEREAS:-**

- A.** The Owner/Vendors above named are the absolute and lawful owner of **ALL THAT the piece and parcel of land admeasuring an area of (as per Deed of Amalgamation) 15 Cottah 8 Chittack 17 sq. ft. and (as per BLRO Record) an area of 0.2485 acres** being Premises No. Sarat Chatterjee Road and Shrasti Narendra Nath Ganguly Road, Howrah-711104, within **Howrah Municipal Corporation, Ward No.44**, Additional District Sub-Registrar Office and District Sub-Regiatarar Office Howrah, **Mouza- Shibpur**. (morefully described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **SAID PREMISES**).
- B.** The Owners and the Developer have entered into **i)** Development Agreement dated 10<sup>th</sup> January, 2014, vide Deed No. 00316/2014, CD Volume No: 1, Page No. 5572 to 5607 and the Owners also have executed a Power Of Attorney in favor of the Developer being CD Volume No. 1, Page No. 5619 to 5629, Deed No. 00317/2014, dated 10<sup>th</sup> January, 2014; **ii)** Development Agreement dated 7<sup>th</sup> August, 2013, vide Deed No. 06560/2013, CD Volume No: 13, Page No. 10332 to 10367 and the Owners also have executed a Power Of Attorney in favor of the Developer being CD Volume No. 13, Page No. 10438 to 10448, Deed No. 06563/2013, dated 7<sup>th</sup> August, 2013; **iii)** Development Agreement dated 7<sup>th</sup> August, 2013, vide Deed No. 06558/2013, CD Volume No: 13, Page No. 10368 to 10402 and the Owners also have executed a Power Of Attorney in favor of the Developer being CD Volume No. 13, Page No. 10460 to 10470, Deed No. 06564/2013, dated 7<sup>th</sup> August, 2013; **iv)** Development Agreement dated 7<sup>th</sup> August, 2013, vide Deed No. 06566/2013, CD Volume No: 13, Page No. 10403 to 10437 and the Owners also have executed a Power Of Attorney in favor of the Developer being CD Volume No. 13, Page No. 10471 to 10481, Deed No. 06567/2013, dated 7<sup>th</sup> August, 2013; **v)** Development Agreement dated 7<sup>th</sup> August, 2013, vide Deed No. 06559/2013, CD Volume No: 13, Page No. 10261 to 10295 and the Owners also have executed a Power Of Attorney in favor of the Developer being CD Volume No. 13, Page No. 10449 to 10459, Deed No. 06565/2013, dated 7<sup>th</sup> August, 2013;
- C.** The said land is earmarked for the purpose of building of a Residential project, comprising ..... multistoried apartment buildings and the said project shall be known as '**Betor Heights Phase II**' ("Project")
- D.** The **DEVELOPER** has caused a map or plan to be sanctioned by the authorities concerned in respect of the said Area whereby the **DEVELOPER** has become entitled to construct erect and complete Building to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces etc. capable of being held and/or enjoyed independently of each other.
- E.** In pursuance to the plan sanctioned by the authorities concerned the **DEVELOPER** has commenced the work of construction of the Building and/or buildings to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces etc known as "**BETOR HEIGHTS - PHASE II** ".
- F.** While in the course of construction the Developer offered to sell the flats at BETOR HEIGHTS - PHASE II and the Purchaser herein agreed to purchase one unit being **ALL THAT** piece and parcel of **FLAT AND/OR UNIT** no. .... on the ..... of the building forming part of the said Residential Area containing by estimation an area of ..... **Square Feet (Super built-up)** (be the same a little more or less)

**TOGETHER WITH** the undivided proportionate share or interest in the land forming part of the said Building appurtenant thereto **AND TOGETHER WITH** the proportionate share in common parts portions areas and facilities to comprise in the said Residential Area/Complex at and for the consideration of **Rs ...../- ( Rupees.....) only** entered into an Agreement for Sale on ..... which was duly registered before the ..... Kolkata and recorded in Book No.I, Volume No....., Pages from ..... to ....., Being No..... for the year .....

- G.** The said Flat is now since completed and the Purchaser has duly satisfied itself as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction has now proceeded to have the Deed of Conveyance executed in its favour

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS: \_**

In consideration of the sum of **Rs ...../- ( Rupees .....)** **only** paid by the Purchaser/s herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser/s) the Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser/s herein the said flat **ALL THAT** piece and parcel of **FLAT AND/OR UNIT** no. .... **on the** ..... of the building forming part of the said Residential Area containing by estimation an area of ..... **Square Feet (Super built-up)** (be the same a little more or less) **TOGETHER WITH** the undivided proportionate share or interest in the land forming part of the said Building **AND TOGETHER WITH** the proportionate share in all common parts, portions, areas and facilities to comprise in the said Building constructed on the premises stated in the First Schedule herein above **TOGETHER WITH** undivided, impartible proportionate share of land thereunto stated in the First Schedule herein above under the building as well as with all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building (morefully and more particularly described in the **SECOND SCHEDULE** lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH** other common facilities and amenities and the right in common over the common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And **ALL** the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser/s absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owner and/or Developer assure that The Purchaser/s shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space areas and facilities in the building for the use occupation and enjoyment of the said flat as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair,

renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchaser/s shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

**THE OWNER and/or DEVELOPER COVENANT WITH THE PURCHASER/S AS FOLLOWS:-**

- 1) The Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his/her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owner and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.
- 2) The Purchaser/s shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
- 3) The Purchaser/s shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser/s under the terms of this conveyance.
- 4) The Purchaser/s' undivided proportionate interest is impartible in perpetuity.
- 5) The Owner and/or Developer doth hereby further covenant with the Purchaser/s that the Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
- 6) The Owner and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and premises hereby conveyed or any part thereof by, from, under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser/s in the manner aforesaid as by the Purchaser/s, its/his/her/their heirs, executors or administrators and assigns shall be reasonably required.

**THE PURCHASER/S COVENANT/S WITH THE OWNER AND/OR DEVELOPER AS FOLLOWS:-**

- 1) The Purchasers admits and accepts that the **OWNER AND/OR DEVELOPER** and/or his employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof for the construction of existing roof whereupon the undivided proportionate share in the land shall stand reduced without the Owners and/or Developer being required to compensate the Purchaser for the same and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
- 2) The Purchaser has understood the concept, layout and scheme of BETOR HEIGHTS - PHASE II and that all facilities and amenities in all Blocks including future extensions of the Project vertically and laterally shall be jointly enjoyed by the purchaser of units at BETOR HEIGHTS - PHASE I and PHASE II and/or in the Extension Blocks and any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of all phases of Betor Heights shall be permitted in perpetuity.
- 3) The Purchaser shall abide by the conditions of the Agreement for Sale and shall be bound by the terms thereof.
- 4) The Purchasers consents to be a member of the Association of Flat Owners to be formed by the Owners of **FLAT AND/OR UNIT** in the Complex and the Purchasers agree and covenants:
  - (i) To Co-Operate With The Other Co-Purchaser/s and the **OWNER AND/OR DEVELOPER** /and /or the Association of Flat Owners in The Management And Maintenance Of The Block/Complex.
  - (ii) **TO OBSERVE** the rules framed from time to time by the **OWNER AND/OR DEVELOPER** and /or the Association of Flat Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
  - (iii) **TO ALLOW** the **OWNER AND/OR DEVELOPER** and /or the Association of Flat Owners with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.
  - (iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **SEVENTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNER AND/OR DEVELOPER** and upon the formation of the association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.
  - (v) **TO DEPOSIT** the amounts reasonably required with the **OWNER AND/OR DEVELOPER** and upon the formation with the association or co-operative society or private limited company as the said case may be towards the liability for the rates and taxes and other outgoings.

- (vi) **TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- (vii) **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.
- (viii) **NOT TO** do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **FLAT AND/OR UNIT**.
- (ix) **NOT TO** throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- (x) **NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- (xi) **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 construction of the building or any part thereof.
- (xii) **NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.
- (xiii) **NOT TO** do or cause anything to be done in or around the said **FLAT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (xiv) **NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- (xv) **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the **OWNER AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNER AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.
- (xvi) **NOT TO** install grills the design of which have not been suggested or approved by the Architect.
- (xvii) **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- (xviii) **NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNER AND/OR DEVELOPER** subject to approval by the concerned authority.
- (xix) **NOT TO** make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNER AND/OR DEVELOPER** and/or any concerned authority.
- (xx) **NOT TO** use the said **FLAT AND/OR UNIT** or permit the same to be used for

any purpose whatsoever other than 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 owners and occupiers of the neighboring premises or for any illegal or immoral purpose.

(xxi) **NOT TO** claim any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.

(xxii) **NOT TO** use the allocated car space or permit the same to be used for any other purpose whatsoever other than parking of its own car.

(xxiii) **NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **OWNER AND/OR DEVELOPER**.

(xxiv) **TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNER** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.

(xxv) **NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owner and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.

(xxvi) **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.

(xxvii) **NOT TO** claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owner and/or Developer exercising its right to deal with the same

(xxviii) **NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.

(xxix) To pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

(xxx) The right of the purchaser/s in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchaser herein) the shall be as follows:-

- (i) To park a Medium Sized Motor Car only.
- (ii) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
- (iii) not to keep in the car parking space, anything other than private motor car
- (iv) Not raise or put up any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before.
- (v) not to use the said car parking space or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.
- (vi) Not to claim any right whatsoever over and in respect of the Car parking spaces, save and except to the extent
- (vii) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
- (viii) To allow the ingress and egress of the cars and vehicles of the other unit owners over the car parking space of the purchaser herein.
- (ix) To pay all rates, taxes assessments in respect of the Car Parking Space.

**THE FIRST SCHEDULE ABOVE REFERRED TO****PART I****THE SAID PREMISES**

**ALL THAT the** piece and parcel of land admeasuring an area of **(as per Deed of Amalgamation) 15 Cottah 8 Chittack 17 sq. ft. and (as per BLRO Record) an area of 0.2485 acres** being Premises No. Sarat Chatterjee Road and Shrasti Narendra Nath Ganguly Road, Howrah-711104, within **Howrah Municipal Corporation, Ward No.44**, Additional District Sub-Registrar Office and District Sub-Regiatar Office Howrah, **Mouza- Shibpur** butted and bounded in the manner as follows:-

ON THE NORTH : Land of Prabir Das & Pond.  
 ON THE SOUTH : Land of Jayanta Ganguly.  
 ON THE EAST : 16'10" Municipal Passage.  
 ON THE WEST: 62+63+64, Shrasti Narendra Nath Ganguly Road

**PART II****DEVOLUTION OF TITLE**

**A) WHEREAS** one Srikanta Ganguly was the absolute owner and possessed all that piece and parcel of land admeasuring 4 Cottahs 12 Chittacks 2 Sq.ft. along with others plots of land at Premises no. 882, Sarat Chatterjee Road, Shibpur, P.S. Chatterjeehat, District-Howrah.

**AND WHEREAS** by a Settlement Deed executed by and between Srikanta Ganguly, Sukumar Ganguly, Sudhakar Ganguly, Sital Ganguly, Krishnadhan Ganguly, Sudhin Ganguly, Dhananjay Ganguly and the same was duly registered with the office of the District Sub-Registrar at Hwrah and recorded in Book No. I, Being No. 1953 for the ear 1938.

**AND WHEREAS** said Sudhakar Ganguly and Sudhin Ganguly died intestate as bachelor leaving behind them surviving their brothers and sisters namely, Dhananjay Ganguly, Sital Ganguly, Sukumar Ganguly, Parul Ganguly and Annapurna Ganguly as their legal heirs, successors and representatives.

**AND WHEREAS** as per terms and condition of the aforesaid Settlement Deed Being no. 1953 for the year 1938 and as per inheritance said Sukumar Ganguly became the sole and absolute owner of the land admeasuring 2 Cottahs 5 Chittacks 15 Sq.ft.

**AND WHEREAS** the said Sukumar Ganguly died intestate leaving behind him surviving his one son and one daughter namely Jayanta Ganguly and Sikha Bhattacharya as his legal heirs, successors and representatives and thus they became the joint owners of the said estate left by the said Sukumar Ganguly by way of inheritance.

**AND WHEREAS** the said Sikha Bhattacharya sold, transferred and conveyed unto and in favour of Sri Manoj Bachhawat, all that piece and parcel of Mourasi bastu measuring undivided about 1 Cottah 2 Chittacks 30 sq.ft. out of 15 Cottahs 8 Chittacks 17 Sq.ft. tin shed standing thereon under Mouja Shibpur, J.L. No. 1, under R.S. Dag No. 251, 253, Khatian



No.184, 186, L.R. Dag No. 268, 266, L.R. Khatian No. 493 of the Howrah Municipal Corporation (Borough V), Holding No. 881, Sarat Chatterjee Road, Howrah- 711104, P.S. Shibpur (old) Chatterjee Hat (New), P.O. Shibpur, Ward No. 44, District Howrah and the said Deed was duly registered before A.R.A. II, and recorded in Book No. I, Volume number 0501-2017, Pages 144622 to 144648, being no. 050105591 for the year 2017.

**AND WHEREAS** the said Jayanta Ganguly died intestate leaving behind him surviving his wife, one son and two daughters namely, Sukla Ganguly, Jit Ganguly, Anindita Ganguly (Basu) and Nabanita Ganguly as his legal heirs, successors and representatives and thus they became the joint owners of the said estate left by the said Jayanta Ganguly by way of inheritance.

**AND WHEREAS** said Jit Ganguly, Anindita Ganguly (Basu) and Nabanita Ganguly gifted and transferred their share of land unto and in favour of his mother namely, Sukla Ganguly by a Gift Deed dated 10/01/2014 and the same was duly registered with the office of A.D.S.R. and recorded in Book No. I, Being No. 218 for the year 2014.

**AND WHEREAS** said Sukla Ganguly became the owner of all that piece and parcel of land admeasuring 1 Cottahs 3 Chittack by way of aforesaid Gift Deed Being no. 218 for the year 2014.

**AND WHEREAS** said Sukla Ganguly executed a General Power of Attorney dated 10/01/2014 unto and in favour of Manoj Bachhawat to act on behalf of her and the same was duly registered with the office of A.D.S.R. (HOWRAH) and recorded in Book No. I, Volume No. 1, Pages 5619 to 5629, Being No. 00317 for the year 2014.

**AND WHEREAS** by a Partition Deed between Sital Ganguly and said Sital Ganguly was allotted of all that piece and parcel of land admeasuring 2 Cottahs 5 Chittack 15 Sq.ft and the same was duly registered with the office of A.D.S.R and recorded in Book No.

I, Being No. 398 for the year 2001.

**AND WHEREAS** said Sital Ganguly died intestate leaving behind him surviving his only son namely, Partha Sarathi Ganguly as his legal heir, successor and representative and thus Partha Sarathi Ganguly became the absolute owner of the said estate left by the said Sital Ganguly by way of inheritance.

**AND WHEREAS** the said Partha Sarathi Ganguly sold, transferred and conveyed the said land admeasuring 2 Cottahs 5 Chittack 15 Sq.ft. of Premises No. 881, Shibpur unto and in favour of Navanil Patra by virtue of a Sale Deed dated 28/09/2011 which was duly registered with the office of A.D.S.R and recorded in Book No. I, Being no. 6593 for the year 2011.

**AND WHEREAS** said Navanil Patra executed a General Power of Attorney dated 07/08/2013 unto and in favour of Manoj Bachhawat to act on behalf of his and the same was duly registered with the office of A.D.S.R and recorded in Book No. I, Volume No. 13, Pages 10460 to 10470. Being No. 6564 for the year 2013.

**B) WHEREAS** one Srikanta Ganguly was the absolute owner and possessed all that piece and parcel of land admeasuring 11 Cottahs 1 Chittacks 25 Sq.ft. at premises No. 882, Sarat Chatterjee Road, Shibpur, P.S. Chatterjeehat, District- Howrah.

**AND WHEREAS** by a Settlement Deed executed by and between Srikanta Ganguly, Birendar Nath Ganguly, Sudhir Chandra Ganguly and Khagendra Nath Ganguly and the same was duly registered with the office of the District Sub-Registrar at D.S.R and recorded in Book No. I, Being no. 1953 for the year 1938.

**AND WHEREAS** as per terms and condition of the aforesaid Settlement Deed Being no. 1953 for the year 1938 said Birendra Nath Ganguly became the sole and absolute owner of the land admeasuring 2 Cottahs 8 Chittacks 41 Sq.ft. together with structure standing thereon and common passage and said Sudhir Chandra Ganguly became the sole and absolute owner of the land admeasuring 2 Cottahs 12 Chittacks together with structure standing thereon and common passage and said Khagendar Nath Ganguly became the sole and absolute owner of the land admeasuring 5 Cottahs 1 Chittacks 20 Sq. ft. together with structure standing thereon and common passage.

**AND WHEREAS** said Birendra Nath Ganguly died intestate leaving behind him surviving his two sons namely, Ashok Kumar Ganguly and Samir Kumar Ganguly as his legal heirs, successors and representatives and thus they became the joint owners of the said estate left by the said Birendra Nath Ganguly by way of inheritance.

**AND WHEREAS** by a Partition Deed dated 26/12/2008 said Ashok Kumar Ganguly and Samir Kumar Ganguly partition their land and the same was duly registered with the office of A.D.S.R and recorded in Book No I, Volume No. 30, Pages 1355 to 1362, being No. 7159 for the year 2008 and as per aforesaid Partition Deed each of them became the owner of land admeasuring 1 Cottah 2 Chittack with common passage.

**AND WHEREAS** said Ashok Kumar Ganguly executed a General Power of Attorney dated 08/08/2013 unto and in favour of Manoj Bachhawat to act on behalf of his and the same was duly registered with the office of A.D.S.R and recorded in Book No. I, Volume No. 13, Pages 10471 to 10481, Being No. 6567 for the year 2013.

**AND WHEREAS** said Samir Kumar Ganguly executed a General Power of Attorney dated 08/08/2013 unto and in favour of Manoj Bachhawat to act on behalf of his and the same was duly registered with the office of A.D.S.R and recorded in Book No. I, Volume No. 13, Pages 10438 to 10448, Being No. 6563 for the year 2013.

**AND WHEREAS** said Sudhir Chandra Ganguly died intestate leaving behind him surviving his three sons namely, Debasish Ganguly, Asish Ganguly and Rabindranath Ganguly as his legal heirs, successors and representatives and thus they became the joint owners of the said estate left by the said Sudhir Chandra Ganguly by way of inheritance.

**AND WHEREAS** said Debasish Ganguly, Asish Ganguly and Rabindarnath Ganguly executed a General Power of Attorney dated 08/08/2013 unto and in favour of Manoj Bachhawat to act on behalf of his and the same was duly registered with the office of A.D.S.R and recorded in Book No. I, Volume No. 13, Pages 10499 to 10459, Being No. 6565 for the year 2013.

**AND WHEREAS** said Khagendra Nath Ganguly died intestate on 12.02.2010 leaving behind him surviving his wife and daughter namely, Eva Ganguly and Payel Ganguly as his legal heirs, successors and representatives and thus they became the joint owners of the said estate left by the said Khagendra Nath Ganguly by way of inheritance.

**AND WHEREAS** the said Eva Ganguly and Payel Ganguly sold, transferred and conveyed of all that piece and parcel of land admeasuring 1 Cottah 9 Chittack 31 Sq.ft. of Premises No. 882, unto and in favour of Amarnath Construction by a Sale Deed dated 10/06/2014 and the same was duly registered with the office of D.S.R and recorded in Book No. I, Volume No. 17, Pages 3044 to 3059, Being no. 5143 for the year 2014.

**C) WHEREAS** Pranab Ganguly, Santi Ganguly, Prabir Ganguly, Kabita Ganguly, Anita Mitra and Lina Ganguly were the joint owners and possessed all that piece and parcel of land admeasuring 10 Cottahs 3 Chittacks 2 Sq.ft., Holding No. 64, Sashi Narendra Nath Ganguly Road, Shibpur, P.S. Chatterjeehat, District- Howrah.

**AND WHEREAS** the said Pranab Ganguly, Santi Ganguly, Prabir Ganguly, Kabita Ganguly, Anita Mitra and Lina Ganguly sold, transferred and conveyed of all that piece and parcel of land admeasuring 3 Cottahs unto and in favour of Manoj Bachhawat and Nupur Bose by a Sale Deed dated 23.09.2009 and the same was duly registered with the office of D.S.R and recorded in Book No. I, Volume No. 34, Pages 1706 to 1728, Being no. 11757 for the year 2009.

**AND WHEREAS** the said Nupur Bose sold, transferred and conveyed her ½ share of land admeasuring 1.5 Cottah out of 3 Cottahs unto and in favour of Manoj Bachhawat by a Sale Deed dated 01/03/2016 and the same was duly registered with the office of D.S.R and recorded in Book No. I, Volume No. 501, Pages 49227 to 49255, Being no. 1050101969 for the year 2016.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(THE SAID FLAT)**

**ALL THAT** piece and parcel of **FLAT AND/OR UNIT** no. .... **on the** ..... of the building forming part of the said Residential Area containing by estimation an area of ..... **Square Feet (Super built-up)** (be the same a little more or less) **TOGETHER WITH** the undivided proportionate share or interest in the land forming part of the said Building **AND TOGETHER WITH** the proportionate share in all common parts, portions, areas and facilities to comprise in the said Building "**BETOR HEIGHTS - PHASE II** "

**THE THIRD SCHEDULE ABOVE REFFERRED TO**

**(COMMON PORTIONS)**

1. Lift, staircase on all the floors of the said Multi-storied building.
2. Common landings, common passage including main entrance leading to the ground floor.
3. Passage, drive ways, leading from main gate to the building.
4. Water pump, water tank overhead tank and water supply line
5. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
6. Drainages, sewerage, septic tank and all pipes and other installations for the same.
7. Meter room and Pump room.
8. Boundary walls and main gate.

9. Such other common parts areas equipments installations, fittings fixtures and spaces in or about the said land, the premises and the building as are necessary for passage and/or use of the unit in common by the co-owners appertaining to proportionate cost in terms of square feet.
10. Emergency Evacuation: Emergency Evacuation plan to be affixed at various locations in the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(COMMON EXPENSES)**

Establishment and all other capital and operational expenses of the Holding Company.

2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any **FLAT AND/OR UNIT**) walls of the Buildings.
8. All expenses for running and operating all machinery, equipments and installations comprised in Common Portions at the, including lifts, Generator, if any changeover switches, CC TV, if any, EPABX, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portion.
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the at the and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
(EASEMENTS)**

- 1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and occupiers of other flats of the building the rights, easements, quasi-easements, privileges thereto.
- 2) The right of access in common with other co owners or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
- 3) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
- 4) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.
- 5) The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purpose whatsoever.
- 6) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by the **OWNER** at Kolkata in the presence of :

WITNESS:

- 1.
- 2.

**SIGNED SEALED AND DELIVERED** by the **DEVELOPER** at Kolkata in the

presence of :

- 1.
- 2.

**SIGNED SEALED AND DELIVERED** by the **PURCHASER/S** at Kolkata in the presence of:

- 1.
- 2.

**SIGNATURE OF THE PURCHAER/S**

**RECEIVED** from the within named Purchaser/s the within mentioned sum of **Rs .....**) **only** by way of total consideration money as per Memo below:-

**MEMORANDUM OF CONSIDERATION**

<b>Date</b>	<b><u>Cheque</u></b>	<b>Bank</b>	<b>Amount (in Rs.)</b>
		<b>TDS</b>	...../-
			...../-

**( Rupees ..... ) only**