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DATED THIS

DAY OF

2020

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BETWEEN

NST HOUSING DEVELOPMENT PRIVATE LIMITED

.....VENDOR

AND

.....PURCHASER

CONVEYANCE

THIS INDENTURE made this _____ day of _____ Two Thousand Twenty

BETWEEN NST HOUSING DEVELOPMENT PRIVATE LIMITED, having PAN AACCN0189L, a company incorporated under the companies Act, 1956 and having its registered office at 20/1, Manindra Nath Mitra Row, P.S. Muchipara, P.O. Amherst Street, Kolkata-700009, represented by one of its directors Sakti Pada Dhar, having PAN ACXPD7498Q, having AADHAAR 551183993422, Mobile No. 9830043273, son of Ramendra Kumar Dhar, deceased, residing at AK-123, Salt Lake City, Sector-II, P.S. Bidhan Nagar (East), P.O. Sech Bhawan, Kolkata-700091, by Nationality- Indian, by Religion- Hindu and by Occupation- Business, hereinafter called the **"VENDOR"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and her heirs executors, administrators and legal representatives) of the **ONE PART AND**, having PAN, having Aadhaar, Mobile No., son of, residing at, P.O., P.S., Kolkata-, by Nationality Indian, by Religion Hindu and by Occupation, hereinafter called the **"PURCHASER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/ her/ their heirs executors administrators, legal representatives and assigns) of the **OTHER PART.**

WHEREAS by a Bill of Sale dated 28th August, 1925 one Shibabilash Mukherjee conveyed the Premises No. 2, Abhoy Charan Ghosh Lane, Calcutta unto Brojo Gopal Mukherjee, Joy Gopal Mukherjee and Bijoy Gopal Mukherjee;

AND WHEREAS by a deed of Gift dated 14^h June, 1927 and registered in the office of the Registrar of Assurances- Calcutta, in Book No. 1, Volume No. 53, Pages 281 to 287, Being No. 2451 for the year 1927 the said Hari Narayan Mukherjee granted, conveyed and transferred inter-alia Premises No. 2, Abhoy Charan Ghosh Lane, Calcutta unto Suhil Kumar Mukherjee absolutely, and the said Brojo Gopal Mukherjee, Joy Gopal Mukherjee and Bejoy Gopal Mukherjee confirmed the said gift as they were the benamdar of Hari Narayan Mukherjee;

AND WHEREAS thus the said Sushil Kumar Mukherjee became the absolute owner and seized and possessed of or otherwise well and sufficiently entitled to interalia Premises No. 2, Abhoy Charan Ghosh Lane, Calcutta;

AND WHEREAS the said Sushil Kumar Mukherjee who was during his lifetime and at the time of his death a Hindu governed by the Dayabhaga School of Hindu Law and Hindu Succession Act, 1956, died intestate on 9th day of December, 1967, leaving behind him surviving his wife Sm. Annapurna Devi, three sons Ashoke Kumar Mukherjee, Amit Kumar Mukherjee and Alope Kumar Mukherjee and three daughters Sm. Aloka Ganguly, Sm. Amita Mukherjee and Sm. Asoka Banerjee and interalia the said Premises No. 2, Abhoy Charan Ghosh Lane, Calcutta;

AND WHEREAS by a Deed of Gift dated 1st June, 1992, and registered in the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 416, Pages 19 to 28, Being No. 12009 for the year 1992, the said Sm. Annapurna Devi, Sm. Aloka Ganguly, Sm. Amita Mukherjee and Sm. Asoka Banerjee for the consideration therein mentioned granted, conveyed and transferred their undivided four equal seventh part or share in Premises No. 2, Abhoy Charan Ghosh Lane, Calcutta, particularly described in the schedule thereunder written unto their sons/ brothers Ashoke Kumar Mukherjee, Amit Kumar Mukherjee and Alope Kumar Mukherjee absolutely;

AND WHEREAS the said Abhoy Charan Ghosh Lane subsequently known as Abhoy Ghosh Lane by the Kolkata Municipal Corporation;

AND WHEREAS thus the said Ashoke Kumar Mukherjee, Amit Kumar Mukherjee and Alope Kumar Mukherjee, become the absolute owners of Premises No. 2, Abhoy Charan Ghosh Lane, Kolkata, hereinafter called the said premises;

AND WHEREAS the said Ashoke Kumar Mukherjee, Amit Kumar Mukherjee and Alope Kumar Mukherjee have applied for and obtained a plan sanctioned by the Kolkata Municipal Corporation being Plan No. 2017020010, dated 14.07.2017, to erect a G+3 storied building thereon;

AND WHEREAS by a conveyance dated 5th August, 2019, and registered in the office of the Additional Registrar of Assurances- II, Kolkata in Book No. I, Volume No. 1902-2019, Pages 153185 to 153214, Being No. 190204023 for the year 2019, the said Ashoke Kumar Mukherjee, Amit Kumar Mukherjee and Alope Kumar Mukherjee for the consideration therein mentioned granted, conveyed and transferred the Premises No. 2, Abhoy Charan Ghosh Lane, Kolkata, particularly described in the schedule thereunder written unto NST Housing Development Private Limited, the Vendor herein, absolutely;

AND WHEREAS the vendor have applied and obtained necessary permission from the Authority of Housing Infrastructure Regulation Authority vide Permission No. dated

AND WHEREAS the vendor have erected a G+3 storied building at Premises No. 2, Abhoy Charan Ghosh Lane, Kolkata, consisting of several flats, garages, shops etc., hereinafter called the said Premises, particularly described in the first schedule hereunder written as per plan sanctioned by the Kolkata Municipal Corporation;

AND WHEREAS the purchaser/s has/ have seen the construction and design of the building and the papers and documents relating to the said Premises No. 2, Abhoy Charan Ghosh Lane, Kolkata and satisfied with the same;

AND WHEREAS by an agreement dated the vendor have agreed to sell and the purchaser/s has/ have agreed to purchase the Flat no. on floor measuring an area of sft. super builtup area and a covered/ an open car parking space on the ground floor measuring an area of 135 sft. in the said Premises No. 2, Abhoy Charan Ghosh Lane, Kolkata, particularly described in the second schedule hereunder written in fee simple in possession and free from all encumbrances at or for the price or sum of Rs./- (Rupees) only;

NOW THIS INDENTURE WITNESSETH as follows :-

1. The purchaser/s has/ have already taken inspection of the said Flat no. on floor measuring an area of sft. super builtup area and a covered/ an open car parking space on the ground floor measuring an area of 135 sft. at the said premises and more particularly described in the Second Schedule hereunder written and is satisfied with the construction, design and measurement of the said flat and accept the same ;

The Vendor have assured to the Purchaser that -

- a) The Vendor have not created any encumbrance or charge or mortgage or liability on the said premises and that the same is free from all encumbrances, charges, liabilities, disputes, acquisitions, requisition, restrictions, claims whatsoever and that the Vendor have absolute right to deal with the said premises including the said unit without any restriction, objection or consent of any body.
- b) The said building has been constructed according to the said sanctioned plan and that the Kolkata Municipal Corporation has not raised any objection about the

legality and stability of the said construction of the said building constructed by the said Vendors as aforesaid.

- c) All conservancy, drainage and water connections have been already granted to the said premises by the Kolkata Municipal Corporation.
- d) The Vendor will be responsible to pay all municipal taxes and other outgoings and liabilities of the said premises including the said flat prior to the date of this conveyance even if the same have not been imposed or assessed up till now.
- e) The Vendor do not suffer from any legal infirmity or inability or any restraint or injunction of any court in selling and transferring the said unit in favour of the said Purchaser.

2. In the premises aforesaid and in consideration of the said sum of Rs./- (Rupees) only has been paid to the vendor by the purchaser/s on or before the execution of this presents (the receipt whereof the Vendor do hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof hereby acquit, release and discharge the said purchaser/s and the said unit) it the Vendor do hereby absolutely and indefeasibly, grant, transfer, convey, sell assign and assure unto and in favour of the said purchaser/s ALL THAT the said unit being Flat no. on floor measuring an area of sft. super builtup area and a covered/ an open car parking space on the ground floor measuring an area of 135 sft. at the said Premises No. 2, Abhoy Charan Ghosh Lane, Kolkata, together with All That undivided indivisible proportionate share in the land of the said premises, attributable to the area of the said unit more fully described in the Second Schedule hereunder written together with all legal incidents thereof And Together with all the rents issues and profits thereof And Also Together with all rights, title and interest of the Vendor herein TO HAVE AND TO HOLD the same absolutely for ever unto and in favour of the said purchaser/s as a transferable and heritable estate free from all encumbrances, charges, claims, demands, liabilities, attachments, restrictions, disputes, acquisitions, requisitions and alignments whatsoever.
3. The said Vendor do hereby covenant with the said purchaser/s as follows:-
 - a) That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the Vendor to the contrary, the Vendor is fully and absolutely seized and possessed of and otherwise well and sufficiently entitled to the said unit more fully described in the Second Schedule hereunder written transferred, conveyed, assigned, sold and assured in the manner aforesaid free

- from encumbrances, charges, claims demands, liabilities, attachments, restrictions, disputes claims, acquisitions requisitions and alignments whatsoever.
- b) The said Vendor have good right, full power and absolute authority to sell grant, transfer and convey the said unit unto and to the use of the purchaser/s in the manner aforesaid and according to the intent and meaning of these presents.
- c) It shall be lawful for the purchaser/s at all times hereafter to peaceably and quietly enter in, to or upon the said unit and hold, occupy and enjoy the same absolutely and forever without any lawful eviction, interruption hindrance, claim, demand or objection whatsoever from or by the said Vendor or any person or persons having or lawfully or equitably claiming any estate right, title and interest whatsoever in the said unit more fully described in the second schedule hereunder written from under through or in trust for the said Vendor and free and clear and freely and clearly and absolutely acquitted, exonerated and free and forever fully discharged or otherwise by the Vendor well and sufficiently saved defended kept harmless and protected and indemnified of from and against all other charges, lispenses and encumbrances, liabilities whatsoever made done executed or knowingly suffered by the said Vendor.
- d) The said Vendor and all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said unit from through under or in trust for the said Vendor shall and will from time to time and at all times hereafter at the request and cost of the said purchaser/s do make acknowledge and execute and cause to be done, made acknowledge and executed all such further acts, deeds and things and assurances whatsoever for further better and very perfectly assuring the said unit hereby sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the said purchaser/s as shall or may be reasonable required from time to time.
- e) The said Vendor shall always at the requests and costs of the said purchaser/s shall produce :
- (i) Original conveyance dated 5th August, 2019 and registered in the office of the Additional Registrar of Assurances II, Kolkata in Book No. I, Volume No. 1902-2019, Pages 153185 to 153214, Being No. 190204023 for the year 2019 between Ashoke Kumar Mukherjee, Amit Kumar Mukherjee and Alope Kumar Mukherjee and NST Housing Development Private Limited.
 - (ii) Sanctioned plan No. 2017020010 dated 14.07.2017, before all tribunal, trials, administration, action courts for the purpose of establishing title of the said

Vendor in respect of the said plot of land and their rights of Construction of the said building and shall always at the requests and costs of the purchaser/s give and moreover attested and true copies and certified copies thereof as shall be reasonably required and shall keep the same safe, unobliterated and uncancelled in the meantime.

4. The said purchaser/s do hereby covenant with the said Vendor that the said purchaser/s shall always observe perform carry out fulfill all terms conditions covenants and stipulations on their part to be observed, performed carried out and fulfilled and pay and contribute all expenses outgoings, charges municipal taxes and other sums as mentioned and stated hereunder in these presents.
5. It is agreed that so long as all flats/spaces in the said building are not duly or separately assessed the said purchaser/s shall pay to the Vendor proportionate share of maintenance charges and the said purchaser/s shall also likewise pay to the Vendor the municipal taxes payable in respect of the said unit and upon separate assessment of the same the purchaser/s shall pay the same directly to the Municipality.
6. All amounts becoming due and payable to the Vendor by the purchaser/s in respect of the said unit shall remain charge on the said unit.
7. The said purchaser/s shall from the date of delivery of possession of the said unit be entitled to use the common areas and enjoy the common benefits and facilities described in the third schedule hereunder written along with other holders/ owners of other flats in the said building without any disturbance or restriction or hindrance either by the said Vendor or other flat holders of the said building.
8. The purchaser/s shall contribute and pay proportionately the common expenses described in the Fourth Schedule hereunder written regularly and every month upon the bills thereof being received by the purchaser/s from the Vendor and/or holding organization and the said proportionate sum for the common expenses shall be paid to the Vendor and/or the holding organization as the case may be.
9. In connection with common use control and management and maintenance of the common parts by the flat holders of the said building including the above named purchaser/s the said purchaser/s accept and agree to observe the covenants stated in the fifth schedule hereunder written and the easements and quasi easements as stated in the sixth schedule hereunder written.

10. The purchaser/s agrees not to obstruct in any manner the peaceful enjoyment possession and rights of the other flat holders in respect of their flats in the said building.
11. It is agreed that the super built up area of the said unit would be calculated by including.
- i) The entire ground floor area of the said flat.
 - ii) The area under the internal walls.
 - iii) The thickness of the out walls.
 - iv) 50% of the area under the walls in common with the adjacent flat.
 - v) Proportionate undivided indivisible variable share of the common portions namely lobbies, machine room, lift well and stair covered on the ground floor and the floors above and common passages landing stairs, stairs, stair wall, meter room pump room, in the ground floor and entrance and exit spaces and the back open space required to be left out according to the Municipal regulations.
12. Any apportionment of the liability of the purchaser/s in respect of the items of expenses, taxes, outgoings payable by the purchaser/s and Purchasers/ Holders of the different flats and portions of the said building shall be done by the Vendor/ Holding organization whose decision shall be always final and binding on the purchaser/s and the purchaser/s agree and covenant with the Vendor/Holding organization not to raise any dispute or objection of any nature whatsoever or call for any proper verification or any details and production of voucher bills documents etc.
13. Save as expressly provided in this conveyance the purchaser/s shall have no connection whatsoever with the other flat Purchaserw and there shall be no privity of contract or any agreement arrangement interest or any understanding whatsoever as amongst the said purchaser/s and other flat Purchasers whether express or implied save that the purchaser/s shall be responsible for fulfillment of the Purchaser's obligation hereunder.
14. In case the purchaser/s shall commit breach of Purchaser's obligations or in case the purchaser/s shall fail to pay the maintenance charges and expenses and costs and other amounts becoming payable from the date of receiving possession of the said unit in terms hereof then the Vendor or Holding organization shall be entitled to suspend and stop and all conservancy facilities and supply of water to the said unit and stop

and restrict the use of common portions and facilities of the said building by the said purchaser/s and their agents and nominee and in such case the Vendor/ Holding Organisation shall also not be responsible for keeping the safety measures for protection of the said unit against the rights of intrusion by outsiders and unauthorized persons and purchaser/s shall not have any right or grievance against the Vendor or Holding organization so long as the purchaser/s shall not pay the amounts remaining unpaid and rectify and defects breaches or latches on the part of the purchaser/s and perform and observe Purchaser's part of the obligations, contained in this conveyance.

15. Any notice required to be served shall be deemed to have been sufficiently served on the 7th day of the date on which it is delivered to the postal authorities for transmission under registered post with acknowledgement due.

16. The purchaser/s shall execute all such other deeds documents and declarations as may be deemed proper by the Vendor for the purpose of perfecting the rights of the respective holders of the respective flats including declaration of respective ownership and/or rights and interest of the said holders of the other flats in the land and building.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT G+3 storied brick built messuage, tenement hereditament being Premises No. 2, Abhoy Charan Ghosh Lane, (at Present 2, Abhoy Ghosh Lane), P.S. Shyampukur, P.O. Shyambazar, Kolkata- 700004, togetherwith rent free Bastu land measuring an area of 5 Cottahs 12 Chittacks 35 Sft. be the same a little more or less, in Sutanutty, in the North Division of the town of Calcutta, within Kolkata Municipal Corporation, Ward No. 010, which is butted and bounded as follows:-

ON THE NORTH	:	By 2/1, Abhoy Charan Ghosh Lane;
ON THE EAST	:	Partly by 2/1, Abhoy Charan Ghosh Lane, partly by Municipal Sewered Ditch and partly by 90/1, Grey Street;
ON THE SOUTH	:	By 90, 90/1 and 90/2, Grey Street;
ON THE WEST	:	By Abhoy Charan Ghosh Lane;

OR HOWSOEVER OTHERWISE the same is butted and bounded called known numbered described or distinguished

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT Flat No., on the floor, having an area of Sft. super built up area consisting of Bedrooms, bath-cum-privy, 1 Drawing-cum-dining hall, 1 kitchen, balcony and a car parking space on the ground floor measuring about Sft. TOGETHER WITH Undivided proportionate Share in the land below and beneath the building in which the flat is Constructed being a portion of the land more particularly describe in the FIRST SCHEDULE hereinabove mentioned.

THE THIRD SCHEDULE ABOVE REFERRED TO :

1. Lobbies in the ground floor excepting car parking spaces.
2. Stair cases on all floors.
3. Stair cases landing on all floors.
4. Tubewell with pump and electrical control panels.
5. Water pump, water tank, water pipes and other common pumping installations.
6. Electrical Rooms, Electrical Sub-Station, Electrical wiring Meter Rooms, lift and its accessories (excepting those which are installed for any particular units).
7. Drainage and sewerages evacuation pipes from the units to drains and sewers common to the building.
8. Boundary walls and main gate to the building and the ultimate roof.
9. Such other common parts, area equipments installation fittings and fixtures.

THE FOURTH SCHEDULE ABOVE REFERRED TO :**(COMMON EXPENSES)**

1. The costs and expenses of maintaining repairing redecorating and renewing of the main entrance, and drainage to the upper floors gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one flat at the said building main entrance lobbies and staircases of the said building and enjoyed by the Purchaser or used by them in common as aforesaid and the boundary walls of the building compounds etc.
2. The costs of cleaning and lighting the main entrances, passage, landings staircases and other parts of the said building so enjoyed or used by the Purchaser in common as aforesaid in good repaired conditions.
3. The costs of decorating the exterior of the said building.
4. The costs of salaries of the officers clerks, bill collector liftman, chowkidars, sweepers, caretakers, electricians plumbers and other persons employed.

5. The costs of the charges and expenses of working and maintenance of lifts and other rights and service charges.
6. Municipal and other taxes and outgoings.
7. Insurance of building for earth-quakes, fire, mob, damages and civil commotion.
8. Such other expenses and are deemed by the Vendors / Holding Organisation to be necessary or incidental for the maintenance and up keep of the said building and the said flat and other flats and portions of the said building.
9. Costs of repairs and replacement of common utilities such as pump meter motors etc.
10. The fees and disbursements paid to any caretakers/ manager contracts/ agents if appointed by the Vendors / Holding Organization in their absolute discretion for administration and other like purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

The Purchaser further covenants with the Vendors / Holding Organization and the holders of the units in the said building.

- a) To pay from the date of assuming possession of the said unit proportionate share of the common expenses as will be determined by the Vendors / Holding Organization.
- b) To pay all Municipal Taxes and land taxes and all other impositions taxes duties levied on the said unit and/or proportionately on the land and/or building and all charges for electricity gas telephones and other facilities and amenities utilities in the unit.
- c) Not to do anything whereby the Vendors and/or the Holding organization are or is affected or prejudiced in any manner whatsoever which affects or prejudices the use and enjoyment of the undivided share in the said land and/or the said unit and common parts of the said building.
- d)
 - (i) Not to throw any rubbish or store or any article or combustible goods in common parts to such extent and at such place or places, if any, as may be specifically permitted by the Vendors / Holding Organization in writing under exceptional circumstances.
 - (ii) Not to carry on any business, offensive, illegal or immoral activity in the said unit or any other portion of the said building including common parts thereof.

- (iii) Not to cause any nuisance or annoyance to the co-Purchaser and/or occupiers of other portions of the said building.
 - (iv) Not to use or allow to be used the said unit for the purpose other than for residential uses and purposes.
 - (v) Not to decorate or paint or otherwise alter the exterior of the said unit or common parts of the building in any manner save in accordance with the general scheme thereof as is or as may be specified by the Vendors/ Holding Organization or by all the holders of all the units.
 - (vi) Not to do anything whereby the other co-Purchaser unit holder/ occupiers are obstructed in or prevented from enjoyment quietly and exclusively of their respective units and quietly and jointly of the common parts.
 - (vii) Not to claim any right in any part of the building including those expressly excluded as stated in third schedule above written save as may be necessary for ingress and egress of men, materials utilities pipes, cables and lines to be installed in the said unit and in particular not to claim any right to any further additional parking space or servants' rooms.
 - (viii) Not to display neon sign or signboard on any out or inner wall of the building or the flat of the common parts (affixation of the signboard containing the name of the flat Purchaser at the place permitted in writing from time to time by the Vendors / Holding Organisation being accepted.
 - (ix) Not to claim any partition or sub-division of the land of the said premises or the common parts of the said building and not to make any partition sub-Division in the said unit and not divide the same in smaller sizes or making separate independent portions of the same or not to claim any share in the garage space.
- e) To keep the said unit in a good and substantial repairs and conditions and free of any damage and construction.
- f) To permit the Vendors / Holding Organization and architects and surveyors and their agents with or without workmen at all reasonable times and upon 48 hours previous notice in writing (except in case of emergency) to the Purchaser to enter upon the said unit and every part thereof to view the state and condition thereof and of all defects and want of repairs there found and to give notice to the Purchaser to repair the same.

- g) Within 48 hours after the date of every such notice as aforesaid to repair and make good all such defects decays and want of repairs to the said flat at the costs of the Purchaser without raising any dispute or objection.
- h) To observe the rules that will be framed regarding the manner of enjoyment of the said unit and common parts of the said building.

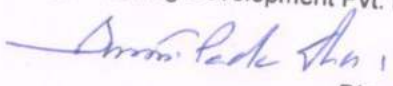
THE SIXTH SCHEDULE ABOVE REFERRED TO :

**(EASEMENT AND QUASI-EASEMENT FOR
FLAT PURCHASER AND CO-PURCHASER)**

1. The right in common with other flat Purchaser and for use of the common parts for ingress in and egress out.
2. The right of passage in common with other flat Purchaser to get gas, electricity, water connection from and to any other unit or common parts through pipes drains, wires, conduit lying or being in inter through or over the said unit as far as may be reasonably required for the beneficial use and occupation of the other parts of the building.
3. The right of protection or from and by and for other parts of the building by all parts of the said flat as far as may be necessary to protect the same.
4. The right of support from the said flat that the enjoyed by the other parts of the building.
5. The right of support to the said flat from the other parts of the building.
6. The right with or without workmen and necessary materials to enter from time upon the unit for the purpose of repairing so far as may be necessary, the pipes drains and conduits as aforesaid provided always that save in the case or emergency the Purchaser shall be given a prior forty eight hours written notice of the intention for such entry as aforesaid.

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

SIGNED, SEALED AND DELIVERED by the VENDOR at Kolkata in the presence of:

For NST Housing Development Pvt. Ltd.

 Director

SIGNED AND DELIVERED by the PURCHASER at Kolkata in the presence of:

Drafted by

Advocate
 WB-1504/83
 High Court, Calcutta.

RECEIVED of and from the within named Purchaser the within mentioned sum of Rupees only being the full consideration money as per memo below :

Rs./-

MEMO OF CONSIDERATION

<u>Bank/Branch</u>	<u>Cheque/ Draft No.</u>	<u>Date</u>	<u>Amount (Rs.)</u>
		Total	Rs./-

(Rupees) only

WITNESSES:

For NST Housing Development Pvt. Ltd.

 Director