

## CONVEYANCE

1. **Date:** / / 20.....
  2. **Place:** Kolkata
  3. **Parties:**
    - 3.1 **SRI SUSANTA MUKHERJEE (PAN- ADNPM 5441K)** son of Late Sunil Kumar Mukherjee, by faith- Hindu, by occupation- Business, residing at Premises No. 28C, Mahim Halder Street, Post-Kalighat, Police Station- Kalighat, Kolkata- 700 026, hereinafter referred to as **Vendor No. 01** (which term or expression shall subject to the context be deemed to mean and include, as the case may be, his successors or successors in interest , heirs, representative, administrators and assigns)
    - 3.2 **M/S. EVERLIKE SUPPLIERS PRIVATE LIMITED , (PAN- AABCE6195N)** a company within the meaning of the Companies Act, 1956, having its registered office at 50, Suburban School Road, Post office - Bhawanipore, Police Station- Kalighat, Kolkata- 700025, represented by its Director SRI ARUN KUMAR KEDIA (PAN- AFCPK8353F) son of Shri Ram Kumar Media, hereinafter referred to as **Vendor No. 2** ( which term or expression shall subject to the context be deemed to mean and include, as the case may be, its successors in interest , assigns and nominees )
- ( collectively **Vendors** , of the ONE PART )

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- 3.3 Mr. .... son of Sri ....., [PAN .....] , by faith- Hindu, by occupation- Business, residing at Premises No. ...., ....., Police Station - ....., Kolkata – 7000..... (which term or expression shall subject to the context be deemed to mean and include, as the case may be, his successors or successors in interest, heirs, representative, administrators and assigns ) hereinafter referred to as **PURCHASER** of the **SECOND PART** .

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- 3.4 **M/S. EVERLIKE SUPPLIERS PRIVATE LIMITED , (PAN- AABCE6195N)** a company within the meaning of the Companies Act, 1956, having its registered office at 50, Suburban School Road, Post-Bhawanipore, Police Station- Kalighat, Kolkata- 700025, represented by its Director SRI ARUN KUMAR KEDIA (PAN- AFCPK8353F) son of Shri Ram Kumar Media, hereinafter referred to as **DEVELOPER/ CONFIRMING PARTY** ( which term or expression shall subject to the context be deemed to mean and include, as the case may be, its successors in interest , assigns and nominees ) of the **THIRD PART**

Vendors , Purchaser and Developer collectively **Parties** and individually **Party**.

**NOW THIS CONVEYANCE WITNESSES:**

**4. Subject Matter of Conveyance:**

4.1 **Said Flat :** Residential Flat No. .... on ..... **Floor** , ..... portion , having saleable carpet area of approximately ..... (..... ) the proposed building named .....(**Said building** ), comprised in the project named ..... (**Said Complex** ) , at Municipal Premises No. 28B, Mahim Halder Street, Police Station- Kalighat, Kolkata-700 026, K.M.C. Ward No. 083 , described in described in **Part I** of the **2<sup>nd</sup>Schedule** below (**Said Flat**.)]

4.2 **Parking Space :** Ownership of 01 (One) no. Car Parking Space measuring 100 Sq. Ft. Built up area in the \_\_\_\_\_ space of the \_\_\_\_\_ floor as described in **Part II** of the **2<sup>nd</sup> Schedule** below (**Parking Space**),

4.3 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises as is attributable to the Said Flat and Car Parking space . The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat and Car Parking Space collectively **UNIT** bears to the total super built-up area of the Said Building.

4.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Flat and Car Parking Space (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3<sup>rd</sup> Schedule** below (collectively **Common Portions**). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the Carpet area of the Said Unit bears to the total carpet area of the Said Building.

4.5 **Said Unit And Appurtenances** : The subject matter of this Conveyance are Said Flat , Car Parking Space, Land Share , Share In Common Portions, which are collectively described in **Part-II** of the **2<sup>nd</sup> Schedule** below (collectively **Said Unit And Appurtenances**).

**5. Representations and Warranties of Vendors and the Developer Regarding Title** : The Vendors and the Developer have made the following representations and given the following warranties to the Purchaser regarding title :

5.1 **Absolute Ownership** : By virtue of the events and in the circumstances described in **Part-II** of the **1<sup>st</sup> Schedule** below (**Devolution of Title**), the Vendors became the absolute Owners of the Said Premises, free from all encumbrances.

5.2 **Development Agreement**: With the intention of developing and commercially exploiting the Said Premises by constructing the Said Building thereon and selling the flats and other covered and open spaces therein (**Flats**), the Vendor No. 01 entered into an agreement dated ....., 20..... with the Developer cum Vendor No. 02 herein (**Development Agreement**).

5.3 **Development Power** :- The Owner No. 01 being the Vendor No. 01 herein for the purpose of Development of the said premises executed a Registered Power of Attorney dated ..... registered before the A.D.S.R. Alipore and recorded in Book No. 01 , Volume No. .... , Pages .... to ....., Being No. ....for the Year 20 ..... in favour of the said Developer cum Vendor No. 02 herein .

5.4 **Sanctioned Plans**: Pursuant to the Development Agreement, for construction of the Said Building, the Developer got a building plan sanctioned by the Kolkata Municipal Corporation (**KMC**) vide Sanction No. .... dated ..... (**Sanctioned Plan**, which includes all sanctioned/missible modifications made thereto, if any, from time to time).

5.5 **Allocation**: By mutual consent, certain Flats in the Said Building were allocated to the Owner No. 01 being the Vendor No. 01 herein (collectively **Owners' Allocation**) and certain other Flats in the Said Building were allocated to the Developer (collectively **Developer's Allocation**). The Said Flat And Appurtenances is comprised in and forms part of the Developer's Allocation.

5.6 **Said Scheme** : For selling the Flats , Car Parking spaces and covered spaces the Developer adopted a scheme (**Said Scheme**). The Said Scheme was based on the legal premises that:

- (a) the land contained in the Said Premises is owned by the Vendors and hence Land Shares therein must be transferred by the Vendors ,
- (b) such transfer by the Owner is in consideration of the Developer bearing all costs for the construction of the Owners' Allocation and paying all other consideration to the Owner,
- (c) consequently, prospective Buyers (**Intending Buyers**) are nominees of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners ,
- (d) the Flats comprised in the Developer's Allocation belong to the Developer as they have been constructed by the Developer at the Developer's own cost and hence they shall be transferred by the Developer,

- (e) to give perfect title to the Intending Purchaser or Purchasers , the Vendors and the Developer should enter into agreement with the Intending Purchaser or Purchasers where under the Vendors would agree to sell Land Shares and the Developer shall sell Flats and Car Parking slot to the Intending Purchaser or Purchasers and the consolidated consideration payable by the Intending Purchaser or Purchasers (for the Flats , Car Parking space and the Land Shares) should be received entirely by the Developer cum Vendor No. 02 herein .

5.7 **Application and Allotment :** The Purchaser applied to the Developer for purchase of the Said Flat, Car Parking Space and Appurtenances and the Developer allotted the same to the Purchaser conditional upon the Purchaser entering into an Agreement.

5.8 **Sale Agreement :** By a registered Agreement For Sale dated .....day of ....., 20....., the Vendor have agreed to sell the Said Flat with a covered Car Parking Space And Appurtenances thereto to the said Purchaser.

5.9 **Payment of Consideration :** The said Purchaser herein during the period of construction subsequently paid the said Developer com Vendor No. 02 herein part of the entire consideration for the said Unit as stated in the said sale agreement .

5.10 **Conveyance to the Purchaser :** In pursuance of the Agreement, the Vendors and the Developer are now completing the sale of the Said Flat with Car Parking Space And Appurtenances thereto in favour of the Purchaser , by these presents .

## 6. **Transfer:**

6.1 **Hereby Made:** The Vendors hereby sell, convey and transfer to and unto the Purchaser, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat with a Covered Car Parking Space And Appurtenances thereto described in **Part-II** of the **2<sup>nd</sup> Schedule**, comprising of the following :

6.1.1 **Land Share:** The Land Share, i.e. an undivided, impartible, proportionate share in the land contained in the Said Premises described in the **1<sup>st</sup> Schedule** below, as is attributable to the Said Flat and Car Parking Space.

6.1.2 **Said Flat :** Ownership of one Residential Flat No. .... on ..... **Floor** , ..... portion of the building described in **Part I** of the **2<sup>nd</sup> Schedule** below ( **Flat** )

6.1.3 **Said Car Parking Space :** Ownership of 01 (One) no. Car Parking Space in the \_\_\_\_\_ space of the ground floor as described in **Part II** of the **2<sup>nd</sup> Schedule** below (**Parking Space**),

6.1.4 **Share In Common Portions:** The undivided, impartible, proportionate share in the Common Portions, described in the **3<sup>rd</sup> Schedule** below, as is attributable to the Said Flat .

## 7. **Consideration:**

7.1 **Total Consideration:** The aforesaid transfer of the Said Flat with a \_\_\_\_\_ Car Parking Space And Appurtenances is being made in consideration of a sum of **Rs.** ..... (Rupees ..... only) only payable by the Purchaser to the Developer and by the Receipt And Memo of Consideration below, admit and acknowledge the same (**Total Consideration**).

## 8. Terms of Transfer:

8.1 **Salient Terms:** The transfer of the Said Flat with a covered Car Parking Space And Appurtenances being effected by this Conveyance is :

8.1.1 **Sale:** a Sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 **Absolute:** absolute, irreversible and forever.

8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances of any and every nature whatsoever including but not limited to mortgages, charges, liens, attachments, *lis pendens*, uses, *debentures*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, reversionary rights and residuary rights.

8.1.4 **Benefit of Common Portions:** together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **3<sup>rd</sup> Schedule** below, in common with the other co-owners and the New Building.

8.2 **Subject to:** The transfer of the Said Flat with a covered Car Parking Space And Appurtenances being effected by this Conveyance is subject to :

8.2.1 **Payment of Other Costs:** In addition to the Total Consideration the Purchaser shall regularly and punctually pay proportionate share of all costs and expenses for formation of Association, generator if any , main electricity meter and special amenities/facilities and taxes, and entire share of costs for electricity meter for the Said Flat with a covered Car Parking Space, legal fees, stamp duty and registration costs, up gradations, Advance Common Expenses/Maintenance Charges as described in **4<sup>th</sup> Schedule** below, Common Expenses/Maintenance Deposit .

8.2.2 **Indemnification by Buyers:** Indemnification by the Purchaser about the Purchases faithfully and punctually observing and performing all Covenants (defined below), stipulations and obligations required to be performed by the Purchaser hereunder. The Purchaser also agree to keep indemnified the Vendors and/or its successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendors and/or its successors-in-interest by reason of any default of the Purchaser .

8.2.3 **Easements And Quasi-easements :** The Purchaser observing, performing and accepting the easements, quasi-easements and other stipulations (collectively **Easement And Quasi-easements**) described hereafter. The Purchaser and the other co-owners shall allow each other and the body of flat owners (**Association**), the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Purchaser shall also be entitled to the same:

(a) **Right of Common Passage on Common Portions:** The right of common passage, use and movement in all Common Portions.

(b) **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables, etc. through each and every part of the Said Premises and the New Building, including the Flats with a covered Car Parking Space and the Common Portions.

(c) **Right of Support, Shelter and Protection :** Right of support, shelter and protection of each portion of the New Building by other and/or others thereof.

(d) **Right over Common Portions :** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.

(e) **Appurtenances of the Said UNIT And Appurtenances :** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part and parcel of the Said Unit And Appurtenances thereto .

(f) **Right of Enter :** The right, with or without workmen and necessary materials, to enter upon the New Building, including the Said Flat with a covered Car Parking Space And Appurtenances or any other Flats , Car parking spaces if any for the purpose of repairing any of the Common Portions or any appurtenances to any unit and/or anything comprised in any flat , in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby.

(g) **Access to Roof :** Right of access to the roof and/or terrace above the top floor of the New Building.

8.2.4 **Observance of Covenants:** the Purchaser observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described below:

(a) **Title, Plan and Construction:** The Purchaser have examined or caused to be examined the following and the Purchaser is fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waives the right, if any, to do so:

(i) The right, title and interest of the Vendors in respect of the Said UNIT And Appurtenances thereto ;

(ii) The Plans sanctioned by the KMC;

(iii) The construction and completion of the New Building, the Common Portions and the Said Unit And Appurtenances, including the specifications, workmanship and structural stability certification of the Structural Engineer.

(b) **Measurement:** The Purchaser have measured the area of the Said Unit and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

(c) **Satisfaction of Purchaser :** The Purchaser is acquainted with, fully aware of and are thoroughly satisfied about the title of the Vendors , the Plans, all the background papers, the right of the Vendors to execute this Conveyance and the extent of the rights being granted in favour of the Purchaser and agree and covenant not to raise any objection with regard thereto.

(d) **No Partition:** The Purchaser shall not, at any time, claim partition of the undivided impartible proportionate share in the land contained in the Said Premises and/or the Common Portions.

(e) **Future Transfer:** Upon the execution and registration of this Conveyance in favour of the Purchaser, the Purchaser may deal with or dispose off the Said Unit And Appurtenances **subject to** the following conditions:

(f) **Single Lot:** The Said Unit And Appurtenances shall be preferred to be transferred in one lot. Subject to approval of the concerned statutory authority, the said Unit and

appurtenances may be partitioned and transferred accordingly to more than one party but such action should be intimated to the Association.

(i) **Same Covenants:** The transfer of the Said Unit And Appurtenances by the Purchaser shall not be in any manner inconsistent with this Conveyance and the Covenants contained herein shall run with the land and be an integral part of such transfer.

(ii) **All Dues Clear:** All dues including Maintenance Charge, electricity charge, Municipal and other taxes, etc. relating to the Said Unit And Appurtenances payable to the Association and the KMC respectively shall be paid by the Vendors and the Developer in full, prior to the proposed transfer.

(g) **Mutation by Purchaser :** The Said Unit And Appurtenances thereto shall be separately assessed by the Purchaser and the Purchaser shall also have mutation done within 180 (one hundred eighty) days from the date of possession and in this regard the Purchaser hereby indemnifies and agree to keep the Vendors, saved, harmless and indemnified.

(h) **Payment of Outgoings:** The proportionate share of all taxes and impositions (which includes Land Revenue, Municipal Rates and Taxes, Municipal Surcharge, Betterment Fees, Water Tax, etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time) relating to the Said Unit And Appurtenances thereto and all penalties, costs, charges and expenses in connection therewith accruing till the possession date shall be paid by the Vendors and from thereafter and until separate assessment of the Said Unit And Appurtenances thereto , the Purchaser shall pay the same and in this regard the Purchaser hereby indemnifies and agrees to keep the Vendors saved, harmless and indemnified. Upon separate assessment, the Buyers shall pay wholly all taxes and impositions in respect of the Said Unit And Appurtenances thereto .

(i) **Government Levies:** The Purchasers shall pay and remain responsible for payment of proportionate share of GST, Works Contract Tax, Value Added Tax and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time on this transaction and/or construction and sale of the Said Unit And Appurtenances and in this regard the Purchaser hereby indemnify and agree to keep the Vendor saved, harmless and indemnified.

(j) **Framing of Rules and Bye-laws:** The Association, shall frame such rules, regulations and bye-laws for the common matters, as the Vendors or the Association may consider necessary but not inconsistent with the provisions herein and the Purchaser shall abide by the same for the beneficial common enjoyment of the New Building.

(k) **Membership of Association:** The Vendor No. 01 and Vendor No. 02 (to the extent of the unsold Flats ) shall become members of the Association and shall pay proportionately all costs for and/or relating to the formation and the establishment of the Association and shall sign all forms and papers as be necessary and be reasonably required for formation of the Association.

(l) **Statutory Additions and Alterations:** The Vendors shall , at the costs of the Purchaser, wholly in case it relates to the Said Unit And Appurtenances thereto and proportionately, in case it relates to all the Flat in the New Building and/or the Common Portions, make all alterations and/or additions as be required to be made by the KMC or other statutory bodies and similarly pay all fees and/or penalties required to be paid in respect thereof.

(m) **Covenants Regarding User -** The Purchaser shall:

- (i) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building and the Said Premises by the Association.
- (ii) **Observing Rules:** observe the rules framed from time to time by the Flat Owners/Association for the beneficial common enjoyment of the Said Building and the Said Premises.
- (iii) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Unit And Appurtenances thereto and the Common Portions.
- (iv) **Meter and Cabling :** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Vendors or to the other Intending Purchaser. The main electric meter shall be installed only at the common meter space in the Said Premises. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Premises and outside walls of the Said Building save in the manner indicated by the Developer or the Association (upon formation).
- (v) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Purchaser use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Purchaser shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummier, hotel, restaurant, nursing home, club, school or other public gathering place.
- (vi) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Unit , without the permission in writing of the Vendors or the Association (upon formation). In the event the Purchaser makes the said alterations/changes, the Purchaser shall compensate the Developer/Association (as the case may be) as estimated by the Developer/Association.
- (vii) **No Structural Alteration:** Not alter, modify or in any manner change the structure or any civil construction in the Said Unit And Appurtenances thereto or the Common Portions of the Said Building.
- (viii) **No Sub-Division:** not sub-divide the Common Portions, under any circumstances.
- (ix) **No Changing Name:** not change /alter /modify the name of Said Building.
- (x) **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- (xi) **No Storage in Common Portions :** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (xii) **No Obstruction to Owner/Association:** not obstruct the Developer/ Association (upon formation) in their acts relating to the Common Portions and not obstruct the Vendor in constructing on the top roof of the Said Building and selling and granting rights to any



person on any part of the Said Building/Said Premises (excepting the Said Unit And Appurtenances thereto ).

(xiii) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.

(xiv) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions.

(xv) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.

(xvi) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat , the Parking Space, if any or the Common Portions.

(xvii) **No Storing Hazardous Articles :** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.

(xviii) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Building **save** at the place or places provided therefor **provided that** this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the Said Flat.

(xix) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.

(xx) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space if any , **save** and except battery operated power saver and/or soundless Generator for domestic use.

(xxi) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.

(xxii) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.

(xxiii) **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Purchaser and/or family members, invitees or servants of the Purchaser , the Purchaser shall compensate for the same.

(n) **Punctual Deposit and Payments:** Deposits and payments shall be made by the Purchaser within 15 (fifteen) days of the Developer/Association (as the case may be) leaving its bill for the same, in the Said Flat and/or at the above or last notified address of the Purchaser, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever.

(o) **Excess/Deficit Payments:** Out of the payments and deposits mentioned hereinabove, in case there be any deficit, the Purchaser shall pay further amounts and in case there be any excess, the same shall be refunded to the Purchaser and/or adjusted with the future payments to be made by the Purchaser. The maintenance deposit paid by the

Purchaser shall be held by the Developer free of interest, till the formation of the Association and shall be transferred (if not adjusted against any arrears of payments) to the Association.

(p) **No Waiver:** Any delay or indulgence by the Developer/Association in enforcing the terms of these presents or any forbearance or giving of time to the Purchaser shall not be construed as a waiver of any breach nor shall the same, in any manner, prejudice the rights of the Developer/Association.

(q) **Whole and Proportionate Payment:** Amounts expressly payable by the Purchaser shall wholly be payable by the Purchaser in case the same relates only to the Said Unit And Appurtenances thereto and proportionately in case they relate to the Said Premises, the New Building and the Common Portions.

(r) **Charge:** All amounts becoming due and payable by the Purchaser and the liability for the same shall be and shall remain a charge on the Said Unit And Appurtenances thereto .

(s) **Electricity Charges:** Security Deposit and all other billed charges for the electricity consumed in the Said Flat shall be borne and paid by the Purchaser.

(t) **Metering and Cabling:** The Purchaser shall be permitted to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused either to the Owners, the Developer or to the other occupants of the Block. The main electric meter shall be installed only at the common meter room in the ground floor of the New Building. The Purchaser shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the New Building.

(v) **Indemnity :** As between the Developer/Association of the one part and the Purchaser of the other part, the Parties shall indemnify and keep each other saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default in observance of the terms and conditions contained in these presents.

(w) **Meaning of Proportionate:** The expression proportionate with all its cognate variations wherever used in this Conveyance shall mean the proportion which the saleable area of the Said Flat and a covered Car Parking Space bears to the total saleable area of the New Building.

## 9. Possession:

9.1 **Delivery of Possession :** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said UNIT And Appurtenances has been handed over by the Developer to the Purchaser simultaneously with the execution of this Conveyance .

9.2 **Purchaser's Entitlement :** The Vendor hereby covenant that the Purchaser shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said UNIT And Appurtenances thereto and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any

persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor .

**10. Further Acts:**

10.1 **Vendor to do :** The Vendors hereby covenant that the Vendor or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or successors-in-interest of the Purchaser, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser to the Said UNIT And Appurtenances thereto .

**11. General:**

11.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said UNIT And Appurtenances thereto by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

**12. Interpretation:**

12.1 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

12.2 **Definitions:** Words and phrases have been defined in this Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

**1<sup>st</sup> Schedule  
(Premises)**

ALL THAT Land admeasuring 06 Cottahs 00 chittack and 17 square feet with structures erected thereon, lying at and being Municipal Premises No. 28B, Mahim Halder Street, Police Station Kalighat, Kolkata-700026, within Ward No. 083 of the Kolkata Municipal Corporation, Sub-Registration District South 24 Parganas and butted and bounded as follows:

On the North	:	By Premises No. 27C, Mahim Halder Street;
On the East	:	By Premises No. 1/12A & 1/12B, Mahim Halder Street;
On the South	:	By KMC Road namely Mahim Halder Street;
On the West	:	By Premises No. 28A, Mahim Halder Street.

**Part-II  
(Devolution of Title)**

**WHEREAS** at all material point of times and for all intents and purposes one Smt. Haridasi Devi, since deceased, was absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of the land along with building standing thereon lying and situated at Municipal Premises No. 28B, Mahim Halder Street, Police Station Kalighat, Kolkata-700 026 , within Ward No.083 of the Kolkata Municipal Corporation, Sub-Registration District South 24 Parganas

**AND WHEREAS** said Hari Dasi Devi died intestate leaving behind a WILL on 8<sup>th</sup> day of November, 1921 in favour of her two sons Sri Purna Chandra Mukhopadhyay and Sri Prafulla Kumar Mukhopadhyay alias Batakrisna Mukherjee who applied for obtaining probate of the said WILL executed by deceased testator before District Judge at Alipore, 24 Parganas and the Court of Ld. District Judge at Alipore in Act 39 Case No. 141 of 1914 duly granted Probate and by virtue of the said probate aforesaid all estate of deceased testator devolved upon them.

**AND WHEREAS** while seized and possessed of the aforesaid property the said Prafulla Kumar Mukherjee alias Bata Kishna Mukherjee died intestate on 18<sup>th</sup> August, 1948 leaving behind his three sons namely Sri Sunil Kumar Mukhejee, Sushil Kumar Mukherjee and Subodh Chandra Mukherjee who jointly inherited the aforesaid property as 1/3<sup>rd</sup> equal share and subsequently the said Subodh Chandra Mukherjee died intestate on 23<sup>rd</sup> day of May, 1962 as Bachelor leaving behind his two brothers Sri Sunil Kumar Mukherjee and Sushil Kumar Mukherjee as his legal heirs, successors and nominees.

**AND WHEREAS** while jointly seized and possessed of the aforesaid property the said Sri Sunil Kumar Mukherjee and Sushil Kumar Mukherjee jointly executed a Deed of Partition on 20.01.1989 which was registered in the office of the D.S.R. Alipore and recorded in Book No. I, Volume No. 15, pages from 85 to 94, Being No. 653 for the year 1989.

**AND WHEREAS** by virtue of the aforesaid Deed of Partition the said Sri Sunil Kumar Mukherjee and Sushil Kumar Mukherjee got all that piece and parcel of the land measuring an area of 2 Cottahs 9 Chittaks 34 S.qft. lying and situated at Municipal Premises No. 28C and undivided ½ share of Municipal Premises No. 28/1, Mahim Halder Street, Police Station Kalighat, Kolkata-700 026 , and thereafter the said Sri Sunil Kumar Mukherjee gifted the aforesaid property unto and in favour of Sri Susanta Mukherjee through a registered Deed of Gift which was registered on 16/12/1989 and registered in the office of the D.R.O. Alipore and recorded in Book No. I, Being No. 16301 for the year 1989.

**AND WHEREAS** by virtue of the aforesaid Deed of Partition the said Sunil Kumar Mukherjee became the owner of a plot of land measuring an area of 01 Cottah 13 Chittaks and 27 Sq.ft.

**AND WHEREAS** by virtue of a registered conveyance being dated 26/11/2010 registered in the office of the A.D.S.R. Alipore and recorded in Book No I, CD Volume No. 42, pages from 1273 to 1287, Being No. 09844 for the year 2010 wherein the said Sri Sunil Kumar Mukherjee sold, transferred, conveyed, transferred, assigned and assured unto and in favour of M/s. Everlike Suppliers Private Limited ALL THAT piece and parcel of land 01 Cottah 13 Chitaks 27 Sq.ft. at Municipal Premises No. 28B, Mahim Halder Street, Police Station Kalighat, Kolkata-700 026.

**AND WHEREAS** while seized and possessed of the property as co-owners (1) Sri Anil Kumar Mukhopadhyaya, (2) Sri Deb Kumar Mukhopadhyaya, (3) Sri Amiya Kumar Mukhopadhyaya and (4) Sri Ashim Kumar Mukhopadhyaya jointly executed a Deed of Partition which was registered in the office of the S.R.O. Alipore and recorded in Book No. I, Volume No. 47, pages from 58 to 75, Being No. 2245 for the year 1953.

**AND WHEREAS** by virtue of the aforesaid Deed of Partition the said Sri Amiya Kumar Mukhopadhyaya got a piece and parcel of the land measuring an area of 1 Cottah 5 Chittaks 33 Sq.ft. at Municipal Premises No. 28A, Mahim Halder Street, Police Station Kalighat, Kolkata-700 026 and subsequently he sold out the aforesaid property unto and in favour of one Smt. Nirode Sundari Shaha alias Saha by a registered conveyance registered in the office of the S.R.O. Alipore and recorded in Book No. I, Volume No. 136, pages from 11 to 16, Being No. 7994 for the year 1956 and the said property renumbered as Municipal Premises No. 28D, Mahim Halder Street, Police Station Kalighat, Kolkata-700 026.

**AND WHEREAS** while seized and possessed of the aforesaid property the said Smt. Nirode Sundari Shaha alias Saha died intestate on 30.06.1981 leaving behind her four sons namely Sri Bipad Ranjan Saha, Sri Shambhu Nath Saha, Sri Tarak Nath Saha, Sri Gopal Chandra Saha and three daughters namely Smt. Susama Ghosh, Smt. Narayani Saha, Smt. Rama Roy as her only legal heirs, successors and nominees who jointly inherited the aforesaid property as 1/7<sup>th</sup> equal share and subsequently one of the co-owner Sri Gopal Chandra Saha died intestate on 28.03.1998 leaving behind his widow Smt. Biva Saha and one son Sri Rajat Saha and only daughter Smt. Tapashi Saha as his only legal heirs, successors and nominees.

**AND WHEREAS** by virtue of a registered conveyance being dated 30.06.2011 registered in the office of the A.D.S.R. Alipore and recorded in Book No. I, CD Volume No. 21, pages from 366 to 387, Being No. 04796 for the year 2011 wherein (1) Smt. Biva Saha, (2) Sri Rajat Saha and (3) Smt. Tapashi Saha alias Tapasi Saha, jointly sold, conveyed, transferred, assigned and assured unto and in favour of M/s. Everlike Suppliers Private Limited with the confirmation of M/s. Sagar Chemical Works in respect of all that piece and parcel of undivided 1/7<sup>th</sup> share and interest of the land measuring an area of 1 Cottah 5 Chittaks 33 Sq.ft. at Municipal Premises No. 28D, Mahim Halder Street, Police Station Kalighat, Kolkata-700 026.

**AND WHEREAS** while seized and possessed of the undivided 1/7<sup>th</sup> share and interest of the aforesaid property being co-owner the said Smt. Rama Roy died intestate on 10.03.1993 leaving behind her only son Sri Debasish Roy and only daughter Smt. Sandhya Roy as her only legal heirs, successors and nominees.

**AND WHEREAS** by virtue of a registered conveyance being dated 29.11.2011 registered in the office of the A.D.S.R. Alipore and recorded in Book No. I, CD Volume No. 37, pages from 4527 to 4545, Being No. 08643 for the year 2011 wherein (1) Sri Bipad Ranjan Saha, (2) Sri Shambhu Nath Saha, (3) Smt. Susama Ghosh, (4) Smt. Narayani Saha, (5) Sri Debasish Roy, (6) Smt. Sandhya Roy, jointly sold, conveyed, transferred, assigned and assured unto and in favour of M/s. Everlike Suppliers Private Limited in respect of undivided 1/7<sup>th</sup> share and interest of the aforesaid property at Municipal Premises No. 28D, Mahim Halder Street, Police Station - Kalighat, Kolkata-700 026.

**AND WHEREAS** by virtue of a registered conveyance being dated 01.12.2011 registered in the office of the A.D.S.R. Alipore and recorded in Book No I, CD Volume No. 38, pages from 717 to 732, Being No. 08696 for the year 2011 wherein Sri Tarak Nath Saha sold, conveyed, transferred, assigned and assured unto and in favour of M/s. Everlike Suppliers Private Limited in respect of all that piece and parcel of undivided 1/7<sup>th</sup> share and interest of the land measuring an area of 1 Cottah 5 Chittaks 33 Sq.ft. at Municipal Premises No. 28D, Mahim Halder Street, Police Station - Kalighat, Kolkata-700 026.

**AND WHEREAS** the said Susanta Mukhejee being interested to develop his share of the aforesaid property i.e. ALL THAT piece and parcel of land measuring 2 Cotahs 9 Chittaks and 34 Sqa.ft. more or less with structure as standing thereon as Premises No. 28C, Mahim Halder Street, Police Station - Kalighat, Kolkata-700 026 and undivided ½

(Half) share of Premises no. 28/1, Mahim Halder Street, Police Station - Kalighat, Kolkata-700 026 within K.M.C. Ward No. 083, approached the Owner No. 2/Developer herein for the same and accordingly the said Developer agreed to develop the said property after Amalgamating the same with it's adjoining properties owned by the Owner No.2/Developer herein .Both the said Owner No. 1 herein and the Owner No.2/Developer herein executed a Development Agreement dated 9<sup>th</sup> February, 2015, registered before the A.D.S.R. Alipore and recorded in Book No. I, CD Volume No. 5, Pages from 198 to 231, Being No. 00953, for the year 2015 incorporating details terms and conditions as mutually agreed upon.

**AND WHEREAS** the said Owner No. 1 herein as per terms of the said Development Agreement also executed registered General Power of Attorney on 9/2/2015, registered before the A.D.S.R. Alipore and recorded in Book No. I, CD Volume No. 5, Pages from 232 to 244, Being No. 00954, for the year 2015 whereby and whereunder the said Owner No. 1 herein appointed the Owner No. 2/Developer herein as his Attorney to developed his property after amalgamating the same with it's adjoining properties as per the Plan to be sanctioned by the Kolkata municipal Corporation with such other terms and conditions stated thereunder.

**AND WHEREAS** both the Owner No. 1 and Owner No.2/Developer herein for better living and enjoyment and for better financial prospects decided for amalgamation of all the said Municipal Premises No. 28A, 28B, 28C, 28D and 28/1, Mahim Halder Street, Police Station - Kalighat, Kolkata-700 026 into a single premises and accordingly executd necessary deeds and documents stated hereunder.

**AND WHEREAS** by virtue of a registered Deed of Gift being dated 22.04.2015 registered in the office of the A.D.S.R Alipore and recorded in Book No. I, CD Volume No. 14, Pages 28 to 44, Being No. 02904 for the year 2015 wherein one Susanta Mukherjee gifted unto and in favour of M/s. Everlike suppliers Private Limited in respect of undivided 4 Chittaks land at Municipal Premises No. 28C, Mahim Halder Street, Police Station Kalighat, Kolkata-700 026.

**AND WHEREAS** by virtue of a registered Deed of Gift being dated 22.04.2015 registered in the office of the A.D.S.R. Alipore and recorded in Book No. I, CD Volume No. 14, pages 1 to 18, Being No.02903 for the year 2015 wherein M/s. Everlike Suppliers Private Limited gifted unto and in favour of one Susanta Mukherjee in respect of undivided 4

Chittaks of land at Municipal Premises Nos. 28D and 28B, Mahim Halder Street, Police Station- Kalighat, Kolkata-700 026

**AND WHEREAS** thus the present Owners namely Everlike Suppliers Pvt. Ltd. and Susanta Mukherjee became the absolute joint owners of the schedule below property by amalgamating and mutating their joint names in the record of the Kolkata Municipal Corporation and paying the rates and taxes regularly to the Authority concerned.

**AND WHEREAS** the said Owner No. 2 / Developer herein subsequently applied for and obtained the sanction of Building Plan from the Kolkata municipal Corporation, vide B.P. No. 2016080079, dated 27/01/2017 .

**AND WHEREAS** subsequently thereafter the said Owner No. 2 /Developer herein demolished the existing buildings and commenced construction of the new proposed building in and upon the 1<sup>st</sup> schedule property stated herein above as per the sanctioned building plan obtained from Kolkata Municipal Corporation.

## **2<sup>nd</sup> Schedule**

### **Part-I**

#### **(Said Flat and Car Parking space )**

Residential Flat No. .... on ..... **Floor**, ..... portion of the new building at Premises No. 28B, Mahim Halder Street, Police Station- Kalighat, Kolkata-700 026 , having carpet area approximately ..... (.....) square feet more or less, delineated on, **Plan** annexed hereto and bordered in colour **Red** thereon together with one covered Car Parking Space measuring 100 Sq.ft. Built Up area more or less in the Ground floor of the said new building.

### **Part-II**

#### **(Said Unit And Appurtenances)**

#### **[Subject Matter of Conveyance]**

Residential Flat No. .... on ..... **Floor** , ..... portion of the new building, having carpet area of approximately ..... (..... ) square feet area and one covered Car Parking space described in the **Part I** of the **2<sup>nd</sup> Schedule** above.

**Together With** undivided, impartible, proportionate share in the land contained in Municipal Premises No. 28B, Mahim Halder Street, Police Station- Kalighat, Kolkata-700 026 , described in the **1<sup>st</sup> Schedule** above.

**Together With** undivided, impartible, proportionate share in the Common Portions described in the **3<sup>rd</sup> Schedule** below.



**3<sup>rd</sup> Schedule  
(Common Portions)**

Common Portions as are common between the co-owners of the Said Building.

- Lobbies, Corridors ,staircases and landings of the Said building.
- Stair head room and electric meter and meter room space of the Said building.
- Lift ,Lift machine room, chute and lift well of the Said building.
- Ultimate/top roof above the top floor of the Said building.
- Pump, Pump room, Overhead water tank, water pipes and lines and sewerage system and fittings pipes of the Said building (save those inside any Unit or attributable thereto).
- Drains, Drainage System sewerage pits and pipes fittings within the Said building (save those inside any Unit or attributable thereto).
- Electrical Installations including wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from Electricity Supply Agency to all the Units in the Said building and Common Portions within or attributable to the Said Building.
- Lift and lift machinery of the Said building.
- Other areas and/or installations and/or equipments as are provided in the Said building for common use and enjoyment.
- Open and/or covered paths and passages inside the Said building.
- Boundary wall around the periphery of the Said building and gates for ingress and egress to and from the Said building
- Open Space .surrounding of the Premises.

**4<sup>th</sup> Schedule  
(Common Expenses/Maintenance Charges)**

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Building.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** 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) walls of the Said Building].

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump 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 Portions.

7. **Rates and Taxes:** KMC Tax, surcharge, Water Tax and other levies in respect of the Said Building **save** those separately assessed on the Buyer.

8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.

**13. Execution and Delivery:**

13.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

\_\_\_\_\_  
**SUSANTA MUKHERJEE**  
[Vendor No. 01 ]

\_\_\_\_\_  
**ARUN KUMAR KEDIA**  
**DIRECTOR**  
**M/S. EVERLIKE SUPPLIERS PVT. LTD.**

.....  
[Purchaser]

**Witnesses:**

Signature

Signature

Name

Name

Father's Name

Father's Name

Address

Address

**Receipt And Memo of Consideration**

Received from the within named Purchaser the within mentioned sum of **Rs. ....**  
(Rupees ..... only) only towards full and final payment of the Total  
Consideration for sale of the Said UNIT And Appurtenances, in the following manner:

Date	Cheque No./D.D.	Bank	Amount (Rs.)
------	-----------------	------	--------------

-----  
Rs.  
=====

Rupees ..... only

\_\_\_\_\_  
**[Developer]**

**Witnesses:**

Signature

Signature

Name

Name

Drafted By Me

SUBIR KUMAR DUTTA,  
ADVOCATE ,  
Alipore Civil & Criminal Court,  
Kolkata – 700 027.