

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the ..... day of ..... 2019  
(Two Thousand and Nineteen) A. D.

**BETWEEN**

**(1) SMT. KALPANA HOWLADAR (PAN - AOVPH4100B)**, wife of, Late Suresh

Chandra Howladar, daughter of, Late Kunja Behari Roy, by Religion Hindu, by Occupation Housewife, by Nationality Indian, residing at Pragati Pally, 451, Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, P. O. Thakurpukur, Kolkata 700063, District South 24-Parganas, **(2) SMT. CHINU SARKAR (PAN – BFIPS1497H)**, wife of, Sri Pabitra Kumar Sarkar, daughter of, Late Kunja Behari Roy, by Religion Hindu, by Occupation Housewife, by Nationality residing at, 10, Sarat Bose Road, Hakim Para, P. O. & Police Station - Siliguri, Darjeeling, PIN - 734101, **(3) SMT. MINU HALDER (PAN – AOVPH4090L)**, wife of, Sri Mukunda Chandra Halder, daughter of, Late Kunja Behari Roy, by Religion Hindu, by Occupation - Housewife, by Nationality Indian, residing at, Pragati Pally, 451, Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, P. O. Thakurpukur, Kolkata 700 063, District South 24-Parganas, **(4) SMT. BITHIKA MITRA @ BITHIKA RANI MITRA (PAN - BATPM1831P)**, wife of, Late Santosh Kumar Mitra, daughter of, Late Kunja Behari Roy, by Religion Hindu, by Occupation Housewife, by Nationality Indian, residing at, Pragati Pally, 451 Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, P. O.- Thakurpukur, Kolkata 700063, District South 24-Parganas, **(5) SRI PANKAJ KUMAR RAY (PAN – CBJPR3028R)**, son of, Late Kunja Behari Ray, by Religion Hindu, by Occupation Service, by Nationality Indian, residing at Pragati Pally, 451 Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, P. O. Thakurpukur, Kolkata 700063, District South 24-Parganas, **(6) SRI NIRMAL ROY @ NIRMAL KUMAR ROY (PAN – BEJPR6016P)**, son of, Late Kunja Behari Roy, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at, Pragati Pally, 451, Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, P. O.- Thakurpukur, Kolkata 700063, District South 24-Parganas, **(7) SMT. KUNTALA BALA (PAN – CKIPB5183R)**, wife of, Sri Harashit Bala, daughter of, Late Kunja Behari Roy, by Religion Hindu, by Occupation-Housewife, by Nationality Indian, residing at, Pragati Pally, 451 Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, P. O. Thakurpukur, Kolkata 700063, District South 24-Parganas hereinafter jointly called and referred to as the **"OWNERS"** (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include their respective heirs, legal representatives, executors and assigns) of the **FIRST PART** and the Owners herein represented by their constituted Attorney namely **SRI TAPAN KUMAR DAS (PAN - ADSPD7289D)**, son of Late Chinta Haran Das, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at, 94, Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, P. O. Haridevpur, Kolkata 700 082, District

South 24-Parganas, and appointed by a Development Power of Attorney, which was duly executed and registered on 23/12/2015 in the Office of the D. S. R. II at Alipore, District South 24-Parganas and recorded there in Book No. I, Volume No. 1602-2015, pages from 217746 to 217788, Being No. 160213130 for the year 2015.

**A N D**

\_\_\_\_\_ (PAN – \_\_\_\_\_), son of, \_\_\_\_\_, by Faith \_\_\_\_\_, by Occupation \_\_\_\_\_, by Nationality \_\_\_\_\_ residing at \_\_\_\_\_, P. O. - \_\_\_\_\_, Police Station - \_\_\_\_\_, Kolkata – \_\_\_\_\_, District \_\_\_\_\_, hereinafter called and referred to as the **PURCHASER** (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include his respective heirs, legal representatives, executors and assigns) of the **SECOND PART.**

**A N D**

**M/S. F. M. ENTERPRISE (PAN No. ADSPD7289D)**, a Proprietorship Firm having its Office at 94, Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, Kolkata 700 082, District:- South 24-Parganas, represented by its sole Proprietor, **SRI. TAPAN KUMAR DAS (PAN No. ADSPD7289D)**, son of Late Chinta Haran Das, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at 94 Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, P. O. Haridevpur, Kolkata 700 082, District South 24-Parganas, hereinafter called and referred to as the **"DEVELOPER/CONFIRMING PARTY"** (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include its legal representatives, executors and assigns) of the **THIRD PART.**

**WHEREAS** Bijoy Kumar Auddy and Others were the Owners of ALL THAT piece and parcel of land measuring an area of 1.84 Acres more or less, lying and situate in Dag No. 3648, comprised in Khatian No. 58 of Mouza Purba Barisha, J. L. No. 23, R. S. No. 43, Touzi No. 3-5, Pargana Khaspur, previously under South Suburban Municipality Behala, now under the Kolkata Municipal Corporation Ward No. 124, A. D. S. R. Office

at Behala, District South 24- Parganas, and while enjoying the right title and interest of the same he settled the said property in favour of one Satya Charan Gayen.

**AND WHEREAS** while enjoying the right title and interest of the said property the said Satya Charan Gayen sold conveyed and transferred half portion of the said property unto and in favour of one Sri Bipin Behari Biswas and in Revisional Settlement Records the said entire property was recorded in R. S. Das No. 3648, under R. S. Khatian No. 1987 in the name of Sri Satya Charan Gayen and Sri Bepin Behari Biswa in equal share.

**AND WHEREAS** while enjoying the right title interest of ALL THAT piece and parcel of land measuring an area 92 Decimals of land in R. S. Dag No. 3684 under Khatian No. 1987 of Mouza Purba Barisha the said Satya Charan Gayen sold conveyed and transferred of ALL THAT piece and parcel of land measuring an area of 15 Cottahas 2 Chittaks more or less unto and in favour of one Bisheswar Roy by a registered deed of sale duly executed and registered on 17/04/1957 in the Office of Sub-Registrar at Alipore and recorded there in Book No. 1, Volume No. 58, pages 108 to 112, being No. 3327, for the year 1957.

**AND WHEREAS** the said Bisheswar Roy became sole and absolute owner of the aforesaid property by way of purchase in the aforesaid manner and while enjoying the right title and interest of the same he died intestate on 01/07/1964 leaving behind him his wife namely Sarala Roy, two sons namely Sri Prafulla Roy and Sri Tapan Kumar Roy and two daughters namely Juthika Roy and Hashikana Gayen as his legal heirs and successor in respect of the properties left by him as per Hindu law of succession.

**AND WHEREAS** after the death of the said Bisheswar Roy his legal heirs and successor namely Sarala Roy, Sri Prafulla Roy, Sri Tapan Kumar Roy, Smt Juthika Roy and Smt Hashikana Gayer became joint owners of the aforesaid property by way inheritance and while enjoying the right title and interest of the some they sold conveyed and transferred of ALL THAT piece and parcel of land measuring an area

of 7 Cottahas more or less out of total 15 Cottahas 2 Chittaks more or less, lying and situate and forming part of R.S. Dag No. 3684 under Khatian No. 1987 of Mouza-Purba Barisha unto and in favour of one Nikhilesh Mitra by a registered deed of sale duly executed and registered on 18/06/1968 in the Office of the Sub-Registrar of Alipore at Behala and recorded therein Book No. I, Volume No. 49, pages 240 to 246, being No. 3399, for the year 1968.

**AND WHEREAS** the said Nikhilesh Mitra became sole and absolute owner of the aforesaid property by way of purchase in the aforesaid manner and while enjoying the right, title and interest of the same he relinquish his right, title and interest of the said property in favour of one Kunja Behari Roy, since deceased, by a registered deed of 'Na Dabi' which was executed and registered on 10/11/1971 in the Office of the Joint Sub-Registrar of Alipore at Behala and recorded there in Book No. 1, Volume No. 45, pages 239 to 241, being No. 3102, for the year 1971.

**AND WHEREAS** the said Kunja Behari Roy became sole and absolute owner of the aforesaid property and while enjoying the right title and interest of the same died intestate on 26/06/1981 leaving behind him his wife namely Surobala Roy, two sons namely Sri Nirmal Kumar Roy and Sri Pankoj Kumar Roy and five daughters namely Smt. Kalpana Howladar, Smt. Chinu Sarkar, Smt. Minu Haider, Smt. Bithika Mitra and Smt. Kuntala Bala as his legal heirs and successor in respect of the properties left by him as per Hindu Law of Succession.

**AND WHEREAS** after the death of the said Kunja Behari Roy his legal heirs and successor namely Smt. Surobala Roy, Sri Nirmal Kumar Roy, Sri Pankoj Kumar Roy Smt. Kalpana Howladar, Smt. Chinu Sarkar, Smt. Minu Haider, Smt. Bithika Mitra and Smt. Kuntala Bala, became joint owners of the aforesaid property by way of inheritance and while jointly enjoying the right and interest of the same they mutated their names in the Office of the Kolkata Municipal Corporation, Vide Assessee No. 411240605628, and the said property was known reputed and numbered as Kolkata Municipal Premises No. 451, Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, Kolkata 700063, and while jointly enjoying the right title and interest of the same the said Surobala Roy died intestate on 04/12/2001 leaving

behind her aforesaid two sons and five daughters as her legal heirs and successor in respect of her undivided share or interest of the said property.

**AND WHEREAS** after the death of the said Kunja Behari Roy and Surobala Roy their legal heirs and successor namely Sri Nirmal Kumar Roy, Sri Pankoj Kumar Roy, Smt. Kalpana Howladar, Smt. Chinu Sarkar, Smt. Minu Halder, Smt. Bithika Mitra and Smt. Kuntala Bala, the Owners herein, became joint owners of the aforesaid property by way of inheritance and while enjoying the right title and interest of the same which is more fully particularly described in the FIRST SCHEDULE hereunder written & hereinafter called and referred to as "**said PROPERTY**", the said owners herein mentioned above mutated their names before the B.L. & L.R.O. under the L.R. Dag No. 3648, and L.R. Khatian No. 8698, 8704, 8702, 8701, 8700, 8703, 8699 and thereafter the said Owners herein also converted the classification of the said land from Shali to Bastu on 16.08.2017 as per the rules and regulations of the B.L. & L.R.O.

**AND WHEREAS** the Owners/First Parties herein thus became the joint owners of the First Schedule mentioned property by way of inheritance in the aforesaid manner and possessed of the said property without any lien, claim, right, title or interest of any other person, the Owners/First Parties herein has decided to construct a multi-storied building covering maximum available F. A. R. according to Building Rules prescribed by the Kolkata Municipal Corporation or as may be changed from time to time **AND WHEREAS** due to paucity of funds, old age and lack of working knowledge the FIRST PARTIES herein approached the Developer to develop the said property for commercial exploitation **AND WHEREAS** the Developer consider the aforesaid offer of the FIRST PARTIES herein as profitable.

**AND WHEREAS** thereafter the Owners herein have since entered into an Agreement for Development And Power of Attorney on 23/12/2015 which was duly executed and registered in the Office of the D. S. R. II at Alipore, District South 24-Parganas and recorded there in Book No. I, Volume No. 1602-2015, pages from 217746 to 217788, Being No. 160213130 for the year 2015, for construction of a multi-storied building with the Developer and in part performance of the said contract handed over peaceful khas possession of the said Property to the

Developer herein.

**AND WHEREAS** thereafter the Developer with consent/approval of the Owners herein finalized a building plan and submitted the same before the Kolkata Municipal Corporation and accordingly the said building Plan duly sanctioned by the Kolkata Municipal Corporation to built a G+IV storied building, Vide Plan No. 2017160311 dated 15/12/2017.

**AND WHEREAS** the intending PURCHASER herein inspected the site **AND WHEREAS** the Developer have a copy of Chart showing devaluation of title of the owner herein from time to time and also given inspection of the original documents to the intending Purchaser at the office of the Developer **AND WHEREAS** the Developer have already started construction work and constructed up to foundation stage **AND WHEREAS** the PURCHASER has been satisfied with the right, title and interest of the Owners in respect of the said property and the authority of the Developer **AND WHEREAS** the PURCHASER had been interested to purchase Residential Flat on the Floor, side, being Flat No. , measuring an area of Sq. Ft. more or less (super built-up area) of the building under construction including proportionate share of land underneath morefully described in the SECOND SCHEDULE hereinafter written **AND WHEREAS** the PURCHASER and the Developer have mutually negotiated the cost of the said Flat at Rs. /- (Rupees ) only.

**AND WHEREAS** by virtue of an Agreement for Sale, dated between the Owners herein, the Developer herein and the PURCHASER herein, the Developer has agreed to sell, transfer, convey, assign and assure **ALL THAT** Residential Flat on the Floor, side, being Flat No. , measuring an area of Sq. Ft. (super built-up area) more or less, from Developer's allocation of the G+4 storied building namely "AARAV VILLA" under construction, including undivided proportionate share of land described in the First Schedule, **TOGETHER WITH** all fittings, fixtures, facilities & amenities on the common portion, separate electric meter, undivided and variable proportionate share or interest in the said property and for free ingress and egress to the property in common area, passages,

staircase, etc. with Co-Owners of the building free from all encumbrances, attachments, claims and demands whatsoever of the Owners/Vendors and/or Developer hereto, for consideration of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) only**, more fully described and mentioned in the **SECOND SCHEDULE** hereunder written.

**AND WHEREAS** after starting the said construction upon the said schedule below property which is more clearly mentioned in the FIRST SCHEDULE herein, the Developer herein completed the Said Flat upon the said schedule below property which is more clearly mentioned in the SECOND SCHEDULE herein, according to the Plan No. 2017160311 dated 15/12/2017, issued by KMC, within the time specified in the said Agreement for Sale dated \_\_\_\_\_ between the OWNER/VENDOR herein and the party of the Second part the PURCHASER herein.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement for Sale, dated \_\_\_\_\_ and in consideration of the sum of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) only** have already being paid by the PURCHASER to the Developer at or before the execution hereof (the receipt whereof the Developer do hereby as well as by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof hereby forever release discharge and acquit the PURCHASER the said Flat) the Vendors/Developer doth hereby grant sell convey transfer assign and assure **UNTO AND TO THE USE** of the said PURCHASER of **ALL THAT** \_\_\_\_\_ Residential Flat on the \_\_\_\_\_ Floor, \_\_\_\_\_ side being Flat No. \_\_\_\_\_, measuring an area of **Sq. Ft. (super built-up area)** more or less of the G+4 storied building namely "AARAV VILLA" partly under construction, along with all common rights and facilities of the said new building namely "**AARAV VILLA**" at being Kolkata Municipal Premises No. 451, Mahatma Gandhi Road, Kolkata – 700063, at present within the local limits of the Kolkata Municipal Corporation, more fully mentioned and described in the **SECOND SCHEDULE** hereunder written including proportionate share of the covered area of the common portion **TOGETHER WITH** the proportionate undivided indivisible impartible share or interest in the said property bearing proportionately with an aggregate of the total constructed area in the said building more fully described in the **FIRST SCHEDULE** hereunder written attributable

and appurtenant to the said Building along with main entrance from the road in common for free ingress and egress to the property in common with Co-Owners of the building free from all encumbrances, attachments, claims and demands whatsoever of the Owners/Vendors and Developer thereon lying and situate in R. S. Dag No. 3648 comprised in R. S. Khatian No. 58, L.R. Dag No. 3648, and L.R. Khatian No. 8698, 8704, 8702, 8701, 8700, 8703, 8699 of Mouza Purba Barisha, J. L. No. 23, R. S. No. 43, Touzi No. 3-5, Pargana -Khaspur, now under the Kolkata Municipal Corporation Ward No. 124, being Kolkata Municipal Premises No. 451, Mahatma Gandhi Road, A.D.S.R. Office at Behala, Kolkata – 700063, District South 24-Parganas, with other Co-Owners of the building. **AND TOGETHER WITH** the right to use and enjoy like proportionate, undivided, impartible, indivisible share in the Building's Common Areas and installations in common with the other Co-Owners more fully mentioned and described in **PART – I AND PART – II** respectively of the **THIRD SCHEDULE** hereunder written attributable to the Entrance to the said premises paths, passage and driveways hereunder written **OR HOWSOEVER OTHERWISE** the said Flat **TOGETHER WITH** proportionate undivided right title, interest and share in the said premises is are or was or were situate, butted, bounded, called, known, numbered, described or distinguished **TOGETHER WITH** water pipe fittings, water, water courses, lights, rights, liberties, easements, privileges and appurtenances whatsoever to the **Said Flat**, belonging or in anywise appertaining to or usually held or enjoyed therewith or reputed to being or to be appurtenant thereto and easements thereon and the reversion or reversions remainder or remainders and yearly monthly and other rents issues and profits thereof and in connection with the Said Flat, **TOGETHER WITH** easements quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit belonging to the PURCHASER as set out in the **FOURTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Flat, unto and to the use of the PURCHASER absolutely and forever.

**AND TOGETHER WITH** all deeds, documents of title exclusively relating to Said Flat, situated in the building hereunder written AND all the estate, right, title, interest, property claim and demand whatsoever of the Vendors and Developer here into or upon the Said Flat, or any part thereof and also **TOGETHER WITH** the right of the PURCHASER and each of his respective successor/s or successors-in-interest to have all rights of easements for underground and overhead passage for drains,

master taps, sewers, pipes for filtered and unfiltered water, electric wires and cables installations including all cosmic wave and waves connections in over and upon the said Flat **TO HAVE AND TO HOLD** the **Said Flat**, with land, hereditaments and premises hereby granted, transferred conveyed assigned and assured or expressed or intended so to be UNTO and to the PURCHASER hereto absolutely and forever **AND** the Vendors and Developer doth hereby covenant with the PURCHASER that **NOTWITHSTANDING** any act deed, matter or thing by the said Vendors and Developer have done and executed or knowingly suffered to the contrary the said Vendors and Developer now have indefeasible and absolute title as and for and estate of inheritance in fee simple in possession or an estate equivalent thereto, right here and premises hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be and the said Vendors and Developer have good right full power and absolute authority to grant, transfer, convey, assign and assure the same in the manner aforesaid **AND** the PURCHASER hereto shall and may at all times hereafter peaceably and quietly enter upon the said property being used as main entrance and also enter upon and enjoy and possess the **Said Flat**, in the building with land right hereditaments and premises and to receive all the rents, issues and profits thereof without any lawful eviction, interruption, claim and demand whatsoever from or by the Vendors and Developer herein and/or their assigns or any person or persons lawfully or equitably claiming from under or in trust for the Vendors and Developer **AND THAT** free and clear and freely and clearly and absolutely, acquitted, exonerated and forever discharge or otherwise by and at the cost and expenses of the Vendors and Developer well and sufficiently saved, defended, kept harmless and indemnified of from and against all manner of claims, liens, debts, attachments and encumbrances made **OR** suffered by the Vendors and Developer and all person or persons lawfully and equitably claiming from under or in trust for the Vendors and Developer.

**FURTHER THAT** the Vendors and Developer and all person or persons having or lawfully or equitably claiming any estate or interest in the said Flat with land hereditaments and premises or any part thereof from under or in trust for the Vendors and Developer hereto shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute all such acts, deeds, matters and things whatsoever for further and more perfectly assuring the **Said Flat**, with land hereditaments and premises **UNTO** and to the use of the said

PURCHASER as shall or may be reasonably required AND the Vendors and Developer hereto doth hereby covenant with the said PURCHASER and their heirs and assigns that the Vendors and Developer shall deliver true copies of Documents/Papers in respect of the **Said Flat**, to the PURCHASER AND the Vendors and Developer hereto covenant with the PURCHASER hereto that the PURCHASER shall abide by all terms, conditions, covenants, stipulations and obligations regarding performance of Association including maintenance of the building and shall pay all other rates, taxes, impositions and all other outgoings in and in respect of the Said Flat, including Municipal Taxes, Water Supply and Electric Supply shall equally apply which is more fully and particularly mentioned in **FOURTH SCHEDULE** hereunder written **AND** the Vendors and Developer hereto further covenant with the PURCHASER hereto that the above referred Agreement for Sale Shall always be read followed and construed together with this Deed of Conveyance for the purpose of interpretations and meaning thereof and the Vendors and Developer hereto covenant with the PURCHASER hereto that the Vendors and Developer shall deliver peaceful Vacant and Khas Possession of the **Said Flat**, to the PURCHASER **AND** that the PURCHASER shall have unfettered rights to sell, transfer, convey, gift, lease, assign and assure the said Flat to any person or persons, firm, body corporate for which no permission(s) whatsoever shall be required by the PURCHASER hereto from the Vendors and Developer and/or any person or persons whomsoever they may be and full consideration thereof shall be used by the PURCHASER hereto for their sole use and benefits thereof.

**THE VENDORS/ OWNERS AND DEVELOPER/ CONFIRMING PARTY DOTH COVENANT WITH THE PURCHASER** as follows:-

1. The interest which the Vendors and Developer do hereby profess to transfer subsists and that the Vendors have good right full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the PURCHASER the said Unit in the manner aforesaid.
2. It shall be lawful for the PURCHASER from time to time and at all times hereafter to peaceably and quietly but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand

whatsoever from or by the Vendors or any of them or any person or persons claiming through under or in trust for the Vendors and/or Developer or any of them AND freed and cleared from and against all manner of encumbrances trust, liens and attachments whatsoever save only those as are expressly mentioned herein.

3. The Vendors and Developer shall from time to time and at all times hereafter upon every reasonable request and at the costs of the PURCHASER make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Unit hereby granted sold conveyed and transferred unto and to the PURCHASER in the manner aforesaid as shall or may be reasonably required by the PURCHASER.
4. That Vendors and Developer shall not encroached and/or obstruct the PURCHASER to enter into the premises being used as main entrance during the construction of building in the said premises and/or shall made such necessary arrangements to the PURCHASER for peaceful entrance to the said property.

**THE PURCHASER DOETH HEREBY COVENANT WITH THE OWNERS / VENDORS AND DEVELOPER / CONFIRMING PARTY** as follows:-

1. The PURCHASER, so as to bind himself to the Vendors and/or Developer and the other Co-Owners and so that this covenant shall be for the benefit of the Building and the other units therein and every part thereof hereby covenants with the Vendors and Developer and with all the other Co-Owners that the PURCHASER and all other persons deriving title under them will at all times hereafter observe the restrictions set for the in the **SIXTH SCHEDULE** hereto.
2. The PURCHASER doeth hereby consent and confirm that the Vendors and Developer shall be at liberty to have the building plan modified and/or altered and/or to obtain any other permission or regularization for construction, reconstruction, addition and/or alteration to the buildings of the both the Block (including the said building or the said premises) or any part thereof (save and except the said Unit) and / or for any change of user of any Unit (other that the said Unit).

3. The PURCHASER shall bear the Charges for using, enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and, if in common with the other Co-Owners, proportionately to the Maintenance-in-Charge or the appropriate authorities as the case may be.
4. The PURCHASER shall pay the Proportionate share of all common expenses to the Maintenance-in-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the PURCHASER shall pay to the Maintenance-in-Charge, maintenance charges in respect of the said unit. The said maintenance charges shall be subject to revision from time to time as be deemed fit and proper by the maintenance-in-charge at its sole and absolute discretion after taking into consideration the common services provided.
5. The PURCHASER shall in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the said unit from Kolkata Municipal Corporation. In case the PURCHASER fails to have such separation effected then maintenance-in charge shall be at liberty to have the same affected at the costs and expenses of and as the constituted attorney of the PURCHASER.
6. The PURCHASER shall keep the said unit, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other unit in the said building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the building and carry out all works of repair/maintenance as may be required by the maintenance-in-charge.
7. The PURCHASER shall not use the building common areas and installations or the joint common areas and installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-Owners.
8. The PURCHASER shall co-operate with the maintenance-in-Charge in the management and maintenance of the building and other common purposes and formation of the Association and observe and perform the rules and regulations and restrictions from time to time in force for quiet and peaceful use and enjoyment and management of the building and in particular of the building's common areas and installations and the joint common areas and installations thereof.

**AND IT IS HEREBY FURTHER MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO** as follows:-

- a) That as a matter of necessity the PURCHASER shall and will own use and enjoy the said unit consistent with the common rights and interests of the Co-Owners lawfully entitled to the other units of the new building and shall and will use all sewers, drains, water courses etc. available to the PURCHASER hereunder now in or upon or hereafter as may be erected and installed in the said unit hereby conveyed or any part thereof in common with the said Co-Owners to the extent applicable and permit freely to run and pass water and soil through the same or any of them and share with the said Co-Owners the cost of repairing and maintaining such sewers drains and water courses etc., in terms hereof and use the same as aforesaid in accordance with the Bye-laws, Rules and Regulations and terms as framed by the Maintenance-in-Charge.
- b) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto that the PURCHASER shall be entitled to let out, sell, transfer or part with the possession of the said unit.
- c) Any delay or indulgency by the Vendors and/or developer in enforcing their rights and entitlements hereunder or any forbearance or giving of time by it shall not be construed as a waiver of any breach or non-compliance of the terms and conditions of these presents by the PURCHASER nor shall be the same in any manner prejudice the rights and entitlements of the Vendors.

**FIRST SCHEDULE**

**(Description of the Entire Property)**

**ALL THAT** piece and parcel of land measuring an area of 7 Cottahs more or less together with G+IV storied Structure standing thereon which is lying and situate in R. S. Dag No. 3648 comprised in R. S. Khatian No. 58, L.R. Dag No. 3648, and L.R. Khatian No. 8698, 8704, 8702, 8701, 8700, 8703, 8699 of Mouza Purba Barisha, J. L.

No. 23, R. S. No. 43, Touzi No. 3-5, Pargana -Khaspur, now under the Kolkata Municipal Corporation Ward No. 124, being Kolkata Municipal Premises No. 451, Mahatma Gandhi Road (Road Zone – 5 – J.L. Sarani to Kabardanga More (Premises located on M.G. Road), Assessee No. 411240605628, A.D.S.R. Office at Behala, Kolkata – 700063, District South 24-Parganas, TOGETHER WITH all sorts of easement rights over the passage/road and other benefits, facilities and advantages attached therein or thereto and the said property is butted and bounded in the following manner:

ON THE NORTH: Part of Dag No. 3648.

ON THE SOUTH: Mahatma Gandhi Road.

ON THE EAST : Land of Manika Rani Mukherjee.

ON THE WEST : 12 Ft. wide Common passage.

## **SECOND SCHEDULE**

### **(Description of The Sold Flat)**

**ALL THAT** piece and parcel of Residential Flat on the Floor,  
side, **being Flat No. 1**, measuring an area of Sq. Ft. (**super built-up area**)  
more or less of the G+4 storied building namely "**AARAV VILLA**", the particular of such

premises and property more clearly mentioned in the FIRST SCHEDULE herein above and delineated on the Plan annexed hereto, marked and bordered in colour "RED" along with undivided proportionate share of land of said premises and thereon TOGETHER WITH all the building and structures comprised therein including the common areas, amenities and facilities provided therein above including service and common portion and civic amenities as to be provided in the said building.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**PART - I**

**(Building's Common Areas & Installations common to the Co-OWNER of the said Building)**

- 1) The Land on which the building is located all easements rights and appurtenances belonging to land and building.
- 2) The Foundation, columns, girders, beams, supports, main wall, Lobbies, corridors, stair, staircase, ways, Boundary walls, entrances and exits of the building.
- 3) The easements, wards, storage space.
- 4) Installation of common services such as powers, lights water sewerages etc.
- 5) Tanks, pumps meters, compressors, pump and switches fixed in the common areas, pipes and tubes and general apparatus and installation existing for common use and passage and paths etc.
- 6) Electrical wiring Electrical installations with main switches and meters and space required thereof and fittings and fixtures for lighting the staircase, lobby and open area.

- 7) Water pump with electric motor thereat for water supply.
- 8) Overhead water tank and underground water reservoir with distribution pipes there from connecting to different units of the said building and from the underground water reservoir to the overhead water tank on the roof of the said building.
- 9) Water and sewage evacuation pipes from all or any of the units to drains and sewer common to the new building.

**PART – II**

**(Joint Common Areas and Installations – Common to the Co-OWNER of the said Building)**

- 1) Entrance to the said premises paths, Passage, Passenger Lifts and Driveways at the said premises.
- 2) Water and sewage evacuation pipes from the new building to drains and/or septic tanks.
- 3) Septic tanks and Guard room on the ground floor.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common Expenses)**

- 1) MAINTENANCE: All costs and expenses for Electric Transformer installation & Electric Generator fittings and maintaining them, white washing, painting, repairing, renovating and replacing the common areas, machines, equipments installations and

accessories for common services, utilities and facilities (including the outer walls of the new building).

- 2) OPERATIONAL: All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (water pump with motor etc.).
- 3) ASSOCIATION: Establishment and all other expenses of the Association or any agency looking after the Common purposes until handing over the same to the Association.
- 4) TAXES: Municipal and other rates, taxes and levies and all other outgoings in respect of the building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Easements Granted to the PURCHASER)**

The PURCHASER shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Said flat which are hereinafter written;

- a) The right to access and use of the Building's Common Areas and Installation and the Joint Common Areas and Installations in common with the other Co-OWNER and all persons as the case may be and for normal domestic purposes connected with the use of the Said flat.
- b) The rights of protection of the Said flat by and from all other parts of the building so far as now protect the same.
- c) The right of floor in common as aforesaid of electricity, water, drainage, sewerage and other common utilities from and/or to the Said flat through.
- d) Pipes, conduits, cables and wires lying or being in under or over the other parts of the

building so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Said flat is including roof right.

**SIXTH SCHEDULE ABOVE REFERRED TO**

**(Restriction imposed on the PURCHASER)**

- 1) The PURCHASER shall not cause or make obstruction or interference with the free ingress or egress from the building by all other persons entitled thereto.
- 2) The PURCHASER shall not erect any loft nor to make in the Said flat any structural additions or alterations such as beams, columns, pillars etc., or improvements of a permanent nature except the prior approval in writing of the concerned authority nor to hand from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the said building or any part thereof.
- 3) The PURCHASER shall not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste on the roof, staircase, lobby, landings, pathways, passages, driveways, or in any other common areas or portions of the said building or in parking spaces or to lavatories, cisterns, water or soil pipes in or for the Said flat or otherwise serving the said building nor allow or permit any one to do so.
- 4) The PURCHASER shall not carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in or through the Said flat .

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

**SIGNED, SEALED AND DELIVERED**

In the presence of

**WITNESSES:**

1)

As a constituted Attorney of Owners

Read over and Understood 1-20, satisfied and signed this Deed.

**SIGNATURE OF THE VENDOR/OWNER**

2)

**Drafted by me, as per the Documents and instructions provided by the parties mentioned hereinabove,**

Read over and Understood Pages 1-20, satisfied and signed this Deed.

**SIGNATURE OF THE PURCHASERS**

**(BISWAMBAR PAUL)**

**Advocate.**

**(Enrollment No. WB/1414/2010)  
Alipore Police Court, Kolkata- 27.**

**Computer Printed by me.**

Read over and Understood Pages 1-20, satisfied and signed this Deed.

**Alipore Judges' Court, Kolkata- 27.**

**SIGNATURE OF DEVELOPER/CONFIRMING PARTY**

**MEMO OF CO**

**RECEIVED** of and from the within-named l

**Rs.           /- (Rupees            )**

**Sale of the said Flat measuring about .....**

the Floor, with Flooring, of the newly built building namely “  
”, from the Developer’s Allocation, as per the Memo hereunder  
written.

Transaction Mode	Date	Bank	Branch	Amount
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TOTAL Rs. /-  
  
(Rupees \_\_\_\_\_ )  
only.

**WITNESSES:**

- 1)
  
- 2)

**SIGNATURE OF THE DEVELOPER**