

# **DEED OF CONVEYANCE**

**THIS INDENTURE**, made this on the \_\_\_\_\_  
day of February, **Two Thousand Twenty Five**  
**(2024)**.

**B E T W E E N**

Contd..Pg..No..13

**(1) MRS. SANJUKTA MUKHERJEE alias SANJUKTA DAS MUKHERJEE (PAN:- APGPM7402M, AADHAR No.2425 3064 4904)** daughter of Dipak Mukherjee, by Occupation – Household Duties, residing at 55/1/13, Bangalpara 2<sup>nd</sup> Bye Lane, Santragachi- 711 104 in the District of Howrah, in the state of West Bengal, represented by her lawful constituted attorney– **MRS. SUCHARITA SARKAR (PAN – AVWPS4841C, Aadhaar Card No.4431-6602-4065)** wife of Dilip Kumar Sarkar, by Religion - Hindu, by Occupation – Business, by Nationality - Indian, having her office cum residence at 32/A, Swami Satyananda Sarani, Baranagar, Kolkata– 700 036 in the district of North 24 Parganas, in the state of West Bengal, by virtue of a registered Power of Attorney, vide Book No. I, Volume No. 1904, Page from 362972 to 362996, Being No. 07178, for the year 2023, registered before the A.R.A –IV, Kolkata, dated 22.05.2023, **(2) MR. SHIB NATH DAS alias SIBNATH DAS alias SHIBNATH DAS (PAN – ACMPD9723H, Aadhaar Card No. 8913-5937-3312)** son of Late Duryadhan Das, by Occupation – Retired Person, **(3) MRS. ALOKANANDA DAS, (PAN- DSIPD0141L, Aadhaar Card No. 4972-8504-4615)** daughter of Shibnath Das, by Occupation – Housewife, **(4) MRS. CHHANDA DAS, (PAN – DSIPD0141L, Aadhaar Card No. 8632-8716-4259)** daughter of

Shibnath Das, by Occupation – Housewife, **(5) MR. BENOY DAS, (PAN – ATJPD3089J, Aadhaar Card No. 2126-3989-4500)** son of Shibnath Das, by Occupation – Business, all by faith- Hindu, by Nationality - Indian, residing at 2A Kashiswar Chatterjee Lane, Cossipore, Pincode- 700 036, in the District of Kolkata, in the state of West Bengal all are represented by their lawful constituted attorney namely **MRS. SUCHARITA SARKAR (PAN – AVWPS4841C, Aadhaar Card No. 4431-6602-4065)** wife of Dilip Kumar Sarkar, by Religion - Hindu, by Occupation – Business, by Nationality - Indian, having her office cum residence at 32/A, Swami Satyananda Sarani, Baranagar, Kolkata– 700 036 in the district of North 24 Parganas, in the state of West Bengal, by virtue of a registered Power of Attorney vide Book No. I, Volume No. 1904, Page from 362944 to 362971, Being No. 07176 for the year 2023, registered before the A.D.S.R. Cossipore Dum Dum, North 24 Parganas, dated 22.05.2023 hereinafter Jointly referred to as the **VENDORS/OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and assigns) of the **FIRST PART.**

**A N D**

**SARKAR ENTERPRISE** a proprietorship firm represented by its sole proprietor namely - **MRS. SUCHARITA SARKAR (PAN - AVWPS4841C, Aadhaar Card No. 4431-6602-4065)** wife of Dilip Kumar Sarkar, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, having its office cum residence at 32/A, Swami Satyananda Sarani, Baranagar, Kolkata- 700 036 in the district of North 24 Parganas, in the state of West Bengal, hereinafter called and referred to as the **PROMOTER/DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators and assigns) of the **SECOND PART.**

**AND**

**MR/MRS \_\_\_\_\_ (PAN: \_\_\_\_\_ & AADHAAR No. \_\_\_\_\_),** s/o/d/o \_\_\_\_\_, by Occupation- \_\_\_\_\_ by Faith- \_\_\_\_\_, by Nationality- \_\_\_\_\_, residing at \_\_\_\_\_, in the district of \_\_\_\_\_, in the state of \_\_\_\_\_, hereinafter referred to and called and referred to as the **PURCHASERS** (which expression shall unless

excluded by or repugnant to the context be deemed to include his/her heirs, executors, administrators and assigns) of the **THIRD PART**.

**WHEREAS** one **SHYAMACHARAN CHATTERJEE**, son of Late Vrindaban Chatterjee got a property **ALL THAT** piece and parcel of a plot of land measuring 4(Four) Cottahs more or less, presently measuring 4(Four) Cottahs 20(Twenty) Sq. ft. Bastu Land with structure at 2A, Kasiswar Chatterjee Lane, Police Station – Cossipore, Kolkata- 700 036 by way of a Partition Deed on 12.11.1952 which was registered in the office of sub-register, Cossipore, Dum Dum and recorded in Book No. I, Volume No.76, Pages 220 to 229, Being No. 05915 for the year 1952.

**AND WHEREAS** Shyamacharan Chatterjee mutated his name in the Assessment record of Kolkata Municipal Corporation in ward no. 001 on 06.03.1958 and he was paying Taxes regularly.

**AND WHEREAS** Shyamacharan Chatterjee executed a registered Deed of Family Settlement in favour of his family members on 24.08.1971 which was registered in the office of sub- registrar, Cossipore, Dum Dum and recorded in Book No. I, Volume No.66, Pages 270 to 274, for the year 1971.

**AND WHEREAS** aforesaid Shyamacharan Chatterjee died on 16.05.1983 leaving behind his wife namely Kiranmoyee Devi and two sons namely- Bireswar Chatterjee and Narayan Chandra Chatterjee as his legal heirs and Successors.

**AND WHEREAS** aforesaid Kiranmoyee Devi Wife of Shyamacharan Chatterjee died on 29.10.1983 leaving behind her two sons namely- Bireswar Chatterjee and Narayan Chandra Chatterjee as her legal heirs and Successors.

**AND WHEREAS** after that as per registered Deed of Family Settlement, Sri. Bireswar Chatterjee and Sri. Narayan Chandra Chatterjee became the absolute owners of the aforesaid property and they had been occupying and enjoying the property jointly, peacefully uninterrupted and exclusively and they mutated their names in the Assessment record of Kolkata Municipal Corporation in ward no. 001 and were paying Taxes regularly.

**AND WHEREAS** due to some problems the owners of the aforesaid property namely Sri. Bireswar Chatterjee and Sri. Narayan Chandra Chatterjee decided to partition the whole property into two parts and the

partition deed with site plan was made by them on 16.11.1992 which was registered in the office of A.D.S.R Cossipore Dum Dum and recorded in book No. I, Volume No. 142, Pages 253 to 266, being Deed no. 06021 for the year 1992.

**AND WHEREAS** As per partition deed, being Deed no. 06021 Dated 16.11.1992 Sri. Bireswar Chatterjee got the property a plot of land measuring 2(Two) Cottahs 1(One) Chittaks 0 (Zero) Sq.ft more or less of Land with structure commonly known as 2A/1, Kasiswar Chatterjee Lane, Police Station – Cossipore, and 4'-00''(Four) Feet Wide Private Passage at the North Side measuring 0 Cottah 5 Chittaks 0 Sq.ft. with all sorts of easements and amenities annexed to the property hereunder written and he has been occupying and enjoying the property peacefully uninterrupted and exclusively.

**AND WHEREAS** aforesaid Sri. Bireswar Chatterjee Gifted **ALL THAT** Piece and Parcel of a plot of Bastu land measuring **2 (Two) Cottahs 1(One) Chittak** more or less with Two Storied Building(G+1) standing thereupon having covered area measuring about on Ground 1275 sq. ft. and measuring about on First Floor 980 sq.ft. i.e total 2255 sq. ft. commonly known as 2A/1, Kasiswar Chatterjee Lane, Police Station –

Cossipore, and 4'-00''(Four) Feet Wide Private Passage at the North Side measuring 0 Cottah 5 Chittaks 0 Sq.ft. with all sorts of easements and amenities annexed to the property hereunder written and he had been occupying and enjoying the property peacefully uninterrupted and exclusively, in favour of his Grand Daughter namely - **Sanjukta Mukherjee alias Sanjukta Das Mukherjee** daughter of Dipak Mukherjee, by a registered Deed of Gift dated on 11.07.2007 which was registered in the office of A.R.A - II, Kolkata and recorded in book No. I, Volume No. I, Pages 1 to 16, being Deed no. 06545 for the year 2007.

**AND WHEREAS** in the manner herein, **Mrs. Sanjukta Mukherjee alias Sanjukta Das Mukherjee** daughter of Dipak Mukherjee, become the sole and absolute Owner in respect of the said Plot of land measuring in land 2 (Two) Cottahs 1(One) Chittak more or less with Two Storied Building(G+1) standing thereupon having covered area measuring about on Ground Floor 1275 sq.ft. and measuring about on First Floor 980 sq. ft. i.e total 2255 Sq. Ft and 4'-00'' (Four) Feet Wide Private Passage at the North Side measuring 0 Cottah 5 Chittaks 0 Sq.ft. with all sorts of easements and amenities annexed to the property hereunder written commonly known as 2A/1, Kasiswar Chatterjee Lane,



Police Station – Cossipore specifically and particularly described in the **Schedule “A-1”** written hereunder.

**AND WHEREAS** as per aforesaid partition deed between Sri. Bireswar Chatterjee and Sri. Narayan Chandra Chatterjee, being Deed no. 06021 Dated 16.11.1992, Sri. Narayan Chandra Chatterjee got the property a plot of land measuring 1(One) Cottahs 10(ten) Chittak 20(Twenty) sq. ft. more or less of Land with structure commonly known as 2A, Kashiswar Chatterjee Lane, Police Station – Cossipore, and 4’-00”(Four) Feet Wide Private Passage at the South Side measuring 0 Cottah 5 Chittaks 0 Sq.ft. with all sorts of easements and amenities annexed to the property hereunder written and he has been occupying and enjoying the property peacefully uninterrupted and exclusively.

**AND WHEREAS** Sri. Narayan Chandra Chatterjee sold, transferred, conveyed **ALL THAT** Piece and Parcel of a plot of land measuring 1 (One) Chottahs 10(ten) Chittak 20(Twenty) sq. ft. more or less of Land with structure commonly known as 2A, Kashiswar Chatterjee Lane, Police Station – Cossipore, Kolkata - 700 036 and 4’-00”(Four) Feet Wide Private Passage at the South Side measuring 0 Cottah 5 Chittaks 0 Sq.ft.

with all sorts of easements and amenities annexed to the property hereunder written and he had been occupying and enjoying the property peacefully uninterrupted and exclusively, in favour of **Mr. Shib Nath Das alias Sibnath Das alias Shibnath Das** son of Late Duryadhan Das and **Mrs. Radha Rani Das** Wife of Mr. Shibnath Das, by a registered Deed of Conveyance on 26.08.2008 which was registered in the office of A.R.A Kolkata and recorded in book No. I, Volume No. I, Pages 1 to 15, being Deed no. 05285 for the year 2008.

**AND WHEREAS Mr. Shib Nath Das alias Sibnath Das alias Shibnath Das** son of Late Duryadhan Das and **Mrs. Radha Rani Das** Wife of Mr. Shibnath Das mutated their name in the Municipal Assessment Record of Kolkata Municipal Corporation by known and number as 2A, Kashiswar Chatterjee Lane, Police Station – Cossipore, Kolkata- 700 036 in the district of Kolkata, in the state of West Bengal and they were paying the taxes regularly.

**AND WHEREAS** aforesaid Radha Rani Das died on 17.10.2019 leaving behind his husband namely **Mr. Shib Nath Das alias Sibnath Das alias Shibnath Das** and two Daughter namely- **Mrs. Alokanda Das** and

**Mrs. Chhanda Das** and only Son namely- **Mr. Benoy Das** as her legal heirs and Successors.

**AND WHEREAS** in the manner aforesaid **(1) Mr. Shib Nath Das alias Sibnath Das alias Shibnath Das (2) Mrs. Alokanda Das, (3) Mrs. Chhanda Das, (4) Mr. Benoy das,** become the Joint and absolute Owners in respect of the said Plot of land measuring in land **ALL THAT** Piece and Parcel of a plot of land measuring **1 (One) Chottahs 10(ten) Chittak 20(Twenty) sq. ft.(1190 Sq.Ft)** more or less with Two storied building total measurement **2380 Sq.ft.** more or less with **Cement flooring (Ground floor 1190 Sq.ft.** more or less and **First Floor 1190 Sq.ft.** more or less) situated and lying at Premises No. 2A, Kasiswar Chatterjee Lane, Kolkata- 700 036, Police Station – Cossipore, and 4'-00''(Four) Feet Wide Private Passage at the South Side measuring 0 Cottah 5 Chittaks 0 Sq.ft specifically and particularly described in the **Schedule "A-2"** written hereunder.

**AND WHEREAS** the land owner namely- **Mrs. Sanjukta Mukherjee alias Sanjukta Das Mukherjee** daughter of Dipak Mukherjee, herein intent to develop a residential building on her aforesaid Property i.e 2 (Two) Cottahs 1(One) Chittak more or less with Two Storied Building(G+1) standing thereupon having covered area

measuring about on Ground Floor 1275 sq.ft. and measuring about on First Floor 980 sq. ft. i.e total 2255 Sq. Ft and 4'-00" (Four) Feet Wide Private Passage at the North Side measuring 0 Cottah 5 Chittaks 0 Sq.ft. with all sorts of easements and amenities annexed to the property hereunder written commonly known as **2A/1, Kasiswar Chatterjee Lane, Police Station - Cossipore, Kolkata- 700 036** specifically and particularly described in the **Schedule "A-1"** written hereunder, so also she was looking for and subsequently found a good developer namely - **SARKAR ENTERPRISE** a proprietorship firm represented by its sole proprietor namely - **Mrs. Sucharita Sarkar (PAN - AVWPS4841C, Aadhaar Card No. 4431-6602-4065)** wife of Dilip Kumar Sarkar, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, having its office cum residence at 32/A, Swami Satyananda Sarani, Baranagar, Kolkata-700 036 in the district of North 24 Parganas, in the state of West Bengal, for making construction over their said property and the said developer accepted the said offer of the land owner, herein with the certain terms and condition and owners allocation has been mentioned in the Development Agreement, then owners executed a **Development Agreement** on 22.05.2023, which had duly been registered and recorded before A.R.A- IV, Kolkata, in Book No. I, Volume Number

1904, Page from 353480 to 353528, being No. 07164 for the year 2023 since then owners entered into a **Development Power of Attorney** which had duly been registered and recorded before A.R.A- IV, Kolkata, in Book No. I, Volume Number 1904, Page from 362972 to 362996, being No. 07178 for the year 2023 dated on 22.05.2023 with same the developer.

**AND WHEREAS** the other land owners namely- **(1) Mr. Shib Nath Das alias Sibnath Das alias Shibnath Das (2) Mrs. Alokanda Das, (3) Mrs. Chhanda Das, (4) Mr. Benoy das**, herein intent to develop a residential building on her aforesaid Property i.e **ALL THAT** Piece and Parcel of a plot of land measuring **1 (One) Chottahs 10(ten) Chittak 20(Twenty) sq. ft.(1190 Sq.Ft)** more or less with Two storied building total measurement **2380 Sq.ft.** more or less with **Cement flooring (Ground floor 1190 Sq.ft. more or less and First Floor 1190 Sq.ft. more or less)** situated and lying at **Premises No. 2A, Kasiswar Chatterjee Lane, Kolkata- 700 036**, Police Station – Cossipore, and 4'-00''(Four) Feet Wide Private Passage at the South Side measuring 0 Cottah 5 Chittaks 0 Sq.ft specifically and particularly described in the **Schedule "A-2"** written hereunder., so they were looking for and subsequently found a good developer namely - **SARKAR ENTERPRISE** a proprietorship firm represented by its

sole proprietor namely - **Mrs. Sucharita Sarkar (PAN – AVWPS4841C, Aadhaar Card No. 4431-6602-4065)** wife of Dilip Kumar Sarkar, by Religion - Hindu, by Occupation – Business, by Nationality - Indian, having its office cum residence at 32/A, Swami Satyananda Sarani, Baranagar, Kolkata– 700 036 in the district of North 24 Parganas, in the state of West Bengal, for making construction over their said property and the said developer accepted the said offer of the land owner, herein with the certain terms and condition and owners allocation has been mentioned in the Development Agreement, then owners executed a **Development Agreement** on 22.05.2023, which had duly been registered and recorded before A.R.A- IV, Kolkata, in Book No. I, Volume Number 1904, Page from 353426 to 353479 being No. 07165 for the year 2023 since then owners entered into a **Development Power of Attorney** which had duly been registered and recorded before A.R.A- IV, Kolkata, in Book No. I, Volume Number 1904, Page from 362944 to 362971, being No. 07176 for the year 2023 dated on 22.05.2023 with same the developer.

**AND WHEREAS** for the better use and enjoyment and Development of the Aforesaid Properties, all the Land Owners namely- **(1)Mrs. Sanjukta Mukherjee alias Sanjukta Das Mukherjee (2) Mr. Shib Nath Das alias**

**Sibnath Das alias Shibnath Das (3) Mrs. Alokanda Das, (4) Mrs. Chhanda Das, (5) Mr. Benoy das,** decided to Amalgamate the Aforesaid Two Property, so they gift their Undivided **5% share** to each other so they also executed two Gift Deed i.e.

**A. Mrs. Sanjukta Mukherjee** alias **Sanjukta Das Mukherjee** gifted their Undivided **5% share** of land with structure of 2 (Two) Cottahs 1(One) Chittak more or less with Two Storied Building(G+1) standing thereupon having covered area measuring about on Ground Floor 1275 sq.ft. and measuring about on First Floor 980 sq. ft. i.e total 2255 Sq. Ft and 4'-00" (Four) Feet Wide Private Passage at the North Side measuring 0 Cottah 5 Chittaks 0 Sq.ft. with all sorts of easements and amenities annexed to the property hereunder written commonly known as **2A/1, Kasiswar Chatterjee Lane, Police Station - Cossipore, Kolkata- 700 036** in favour of **(1) Mr. Shib Nath Das alias Sibnath Das alias Shibnath Das (2) Mrs. Alokanda Das, (3) Mrs. Chhanda Das, (4) Mr. Benoy das** jointly vide by a registered Deed of Gift dated on 24.07.2023 which was registered in the office of A.R.A- II and recorded in Book No. I, Volume No. 1902, Pages 325775 to 325804, being Deed no. 10182 for the year 2023.

**B. (1) Mr. Shib Nath Das alias Sibnath Das alias Shibnath Das (2) Mrs. Alokanda Das, (3) Mrs. Chhanda Das, (4) Mr. Benoy das** gifted their Undivided **5% share** of land with structure of a plot of land measuring **1 (One) Chottahs 10(ten) Chittak 20(Twenty) sq. ft.(1190 Sq.Ft)** more or less with Two storied building total measurement **2380 Sq.ft.** more or less with **Cement flooring (Ground floor 1190 Sq.ft. more or less and First Floor 1190 Sq.ft. more or less)** situated and lying at Premises No. **2A, Kasiswar Chatterjee Lane, Kolkata- 700 036, Police Station - Cossipore,** and 4'-00"(Four) Feet Wide Private Passage at the South Side measuring 0 Cottah 5 Chittaks 0 Sq.ft, in favour of **Mrs. Sanjukta Mukherjee** alias **Sanjukta Das Mukherjee** vide by a registered Deed of Gift dated on 24.07.2023 which was registered in the office of A.R.A- II and recorded in Book No. I, Volume No. 1902, Pages 325620 to 325649, being Deed no. 10183 for the year 2023.

**AND WHEREAS** and thereafter Land Owners had applied for a building Sanctioned Plan before the Kolkata Municipal Corporation and also Kolkata Municipal Corporation duly sanctioned the multi-storied building plan Vide Plan No. **S.O.R ID NO. 22/2024-25** dated on 30.04.2024 in connection of the



said property being all that land measuring an area of **4(Four) Cottah 20(Tewenty) Square Feet** be the same little more or less together with the Bastu Land & building/ structure standing thereon and being new Premises No. 2A, Kasiswar Chatterjee Lane, Kolkata-700 036

**AND WHEREAS** The Promoter/Developer has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on \_\_\_\_\_, under Registration No. **RERA/**\_\_\_\_\_.

**AND WHEREAS** as per the aforesaid two Development Agreements the developer got their allotment and one of the Flat/Shop/Garage of their allotment sold conveyed and transferred **ALL THAT** one Self Contained Residential Flat/Shop/Garage being numbered \_\_\_\_\_ having Super Built Up Area \_\_\_\_\_ **Sq.Ft., Covered Area Measuring \_\_\_\_\_ Sq. Ft., Carpet Area Measuring \_\_\_\_\_ Sq.Ft.** be the same a little more or less on the \_\_\_\_\_ **Floor,** \_\_\_\_\_ **Side** comprising \_\_\_\_\_ of

\_\_\_\_\_ together with undivided impartibly proportionate share of land specifically and particularly described in

the **Schedule "C"** written hereunder together with all amenities facilities, restrictions and common expenses provided thereto written hereunder.

**AND WHEREAS** No suit is pending before any competent Court authority. The said Flat is free from all encumbrances, and has no acquisition or requisition and/or any civil, criminal proceedings is/are pending before any learned court under its jurisdiction and still occupying and enjoying the lawful possession of the same without any disturbances from any corner whatsoever.

**AND WHEREAS** Vendors/ Developer do hereby declare that the said property as mentioned in the **Schedule "C"** below has not been transferred to anyone else and neither she has entered into any agreement with any one for transfer or to otherwise encumber the said property and she further covenant that the property has not been encumbered by way of mortgage, security, bond, attachment and/or any kind of encumbrances AND the said Vendors/ Developer further covenant and declare that there is no litigation over the said property pending in any court of law or Tribunal or any other office or offices AND she further declares that there is no liability for payment of Income Tax in respect of the said Property AND the

Vendors/ Developer further declares that she is the absolute owner of Developer Allocation and she is in possession of the said property and as such she is competent, has absolutely right to transfer the said property.

**AND WHEREAS** the aforesaid Vendors/Developer has invited offer to sell **ALL THAT** one Self Contained Residential Flat/Commercial Shop/ Semi Commercial Garage being numbered \_\_\_\_\_ having Super Built Up Area \_\_\_\_\_ **Sq.Ft., Covered Area Measuring \_\_\_\_\_ Sq. Ft., Carpet Area Measuring \_\_\_\_\_ Sq.Ft.** be the same a little more or less on the \_\_\_\_\_ **Floor,** \_\_\_\_\_ **Side** comprising of \_\_\_\_\_

\_\_\_\_\_ with undivided impartibly proportionate share of land specifically and particularly described in the **Schedule "C"** written hereunder together with all amenities facilities, restrictions and common expenses provided thereto written hereunder, and the purchasers namely -

**MR/MRS** \_\_\_\_\_ s/o/d/o \_\_\_\_\_, after hearing as well as seeing the work of proposed construction of the multi storied building and they made themselves satisfied and the purchasers have approached the Vendors/Developer

for purchase of the said flat together with common right and facilities of the building more-fully described in the **Schedule 'C'** written hereinafter referred to as the said flat, the total cost of the said flat is **Rs.** \_\_\_\_\_/- **(Rupees** \_\_\_\_\_) **Only.**

**NOW THIS INDENTURE WITNESSTH AS FOLLOWS:-**

That in pursuance of the said agreement and in consideration of the said sum of **Rs.** \_\_\_\_\_/- **(Rupees** \_\_\_\_\_) **Only**, of the lawful money i.e. well and truly paid by the purchaser to the Vendors/Developer, One part (receipt whereof the Vendors/Developer does hereby as also the Memo of consideration written herein below admit and acknowledge and from the same and every part thereof hereto acquit, release and forever discharge unto the purchaser and the Vendors/ Developer does hereby sell grant, transfer, convey, assigns and assure unto the purchaser **ALL THAT** one Self Contained Residential Flat/Commercial Shop/ Semi Commercial Garage being numbered \_\_\_\_\_ having Super Built Up Area \_\_\_\_\_ **Sq.Ft., Covered Area Measuring** \_\_\_\_\_ **Sq. Ft., Carpet Area Measuring** \_\_\_\_\_ **Sq.Ft.** be the same a little more or less on the \_\_\_\_\_ **Floor,**

----- **Side** comprising of

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\_\_ (more fully and particularly described in the **Schedule 'C'** hereunder written) together with the undivided proportionate share of the land in the building at Premises No. **2A, Kasiswar Chatterjee Lane, Kolkata- 700 036**, ward No. 001, within the Local Limits of Kolkata Municipal Corporation, (more fully and particularly described in the **Schedule 'B'** hereunder written) **TOGETHER WITH** all benefits and advantages and inheritance thereof in common area in possession of the Vendors/ Developer which is free from all encumbrances, liens, lispence and charges for whatsoever (hereinafter called the said Flat) **TOGETHER WITH** the undivided impartible proportionate share in the land comprised in the said building free from all encumbrances whatsoever hereunder written and equal and the common rights over and in respect of the common facilities hereunder written more-fully described in the **"Schedule D"**, or howsoever otherwise the Flat/apartment now are or is hereto before was or more situated, bounded, called, known numbered, described, distinguished **TOGETHER WITH** common amenities and privileges rights, easements and quasi-easements, reservation and restriction as are more-fully contained applicable for

sale and/or transfer of a Flat apartment in a residential building **TO HAVE AND TO HOLD** the said Flat hereby granted, sold, conveyed and transferred or expressed and intended as to be unto the use of the Purchasers, their heirs, executors, representatives and assigns and forever free from all encumbrance but nevertheless subject to the terms and conditions herein under written AND the Vendors/Developer or any of his predecessor-in-title or executed knowingly so far as to the contrary. The Vendors/Developer now have good right, full power, absolute authority regarding the said Flat and indefeasible title to grant, sell, convey and transfer, the said Flat hereby granted, sold, conveyed and transferred or expressed or intended so to do so unto and to the use of the Purchaser or his heirs, executors, administrators, representatives and assigns shall from this day and may at all times hereafter peaceably and quietly and possess and enjoy the said Flat and receive the rents, issues and profits thereof without any lawful eviction, interruptions, hindrances claims or demand whatsoever from only the Vendors/Developer or any person or persons lawfully and equitably claiming from under or in trust from them or from or under any of their predecessor-in-title **ALL THAT** free and clear freely and clearly absolutely exonerated and

released otherwise by and at the costs and expenses of the Vendors/Developer well and sufficiently secured or from against all and all manner of claims charges, debts, liens, attachments and encumbrances whatsoever made or suffered by the Vendors/ Developer or any of their predecessor-in-title or any person or persons lawfully or equitably claiming as aforesaid and further that the Vendors/Developer and the Developer and all persons having and lawfully or equitably claiming any estate or interest whatsoever in the said Flat or any part thereof from under or in trust for them and the Vendors/Developer or any of their predecessors-in-title shall be from time to time and at all times hereafter at the request and at the costs of the Purchasers, their heirs, executors, administrators, representatives and assigned in the manner aforesaid as shall or may be required. The Vendors/Developer also conveyed the common areas in the said building to the Purchaser herein for common enjoyment of the same along with the other Occupiers/Purchasers of the Flats in the said building. The Purchaser also agreed to bear the common expenses relating to enjoyment of the common amenities and facilities.

1. The Purchaser shall not obstruct the Vendors/Developer or the society or Association its act relating to the common purposes. The Purchaser shall not injure harm or damage common parts of the common portions or to any other units in the building by making any addition or alteration or withdrawing any support or otherwise and shall not alter the entire portion elevation of colour scheme of the said building or shall not throw or accumulated or cause to be done thrown or accumulated any dirt or rubbish or other refuse in the said flat or in the common parts of the common portions except at the place indicated thereof or shall not place or cause to be placed any articles or objects in the common parts of the common portions passage as permitted by the society to be formed and shall not carry on or cause to be carried on any obnoxious noisy illegal or immoral activity in the said flat of anywhere else in the said building or shall not keep or store any offensive combustible obnoxious dangerous articles in the said flat or the common parts of the common.
  
2. The society Association as the case may be shall have the exclusive right in its sole discretion to make rules regulations for the purpose of



maintenance security upkeep and administration of the general common areas and facilities and the building as well as regulating the entry of the Purchaser agents servants and/or visitor (the entry) in the flat and general common areas and facilities for security reasons and the Purchaser shall comply with all such rules and regulations as shall be laid down by the society or Association.

3. The Purchaser shall not at any time demolish or cause to be demolished damage or cause to be damaged the said flat nor take any alteration or deviation, railing and grills design and outside colour scheme of the said Apartment.
4. The Purchaser shall have common title and interest in the soil as more fully described in the first schedule hereunder written which shall remain joint for all times with the other co-owners who may have or hereto before have acquired right title and interest in the said land and in any flat in the building and the said land is impartiable.
5. The Purchaser at his own costs beside joint electric meter is entitled to install separate electric meter from the authority for his said flat.

The said flat with undivided proportionate share and interest in the land on which the said building is erected together with common parts or portions and easements are heritable and transferable like other properties. The Purchaser shall have absolute right to sell transfer gift, convey the said flat like other properties.

**NOW IT IS FURTHER AGREED AND DECLARED BY THE PARTIES** as follows:-

The Purchaser shall be entitled to sell, gift, mortgage, lease or otherwise alienate to transfer, the property hereby conveyed subject to the terms herein contained to any one without consent of the Vendors/Developer, or any other who may have acquired before and who may hereafter acquire any right title or interest Similar to these acquired by the Purchaser under the terms of this Conveyance.

**THE SCHEDULE "A-1" REFERRED TO ABOVE**

(Description of Land of Mrs. Sanjukta Mukherjee  
alias Sanjukta Das Mukherjee)

**ALL THAT** Piece and Parcel of a plot of Bastu land measuring 2 (Two) Chottahs 1(One) Chittak more or less with Two Storied Building(G+1) standing thereupon having covered area measuring about on Ground 1275

sq. ft. and measuring about on First Floor 2255 sq. ft. with 4'-00" Wide Common Passage, lying and situated at **Premises No. 2A/1, Kasiswar Chatterjee Lane, Kolkata- 700 036, ward No. 001, Assessee No. 110010800353** within the Local Limits of Kolkata Municipal Corporation, in the district of Kolkata, in the state of West Bengal Under A.D.S.R Cossipore Dum Dum,

**THE SCHEDULE "A-2" REFERRED TO ABOVE**

(Description of Land of Mr. Shib Nath Das alias Sibnath Das alias Shibnath Das Mrs. Alokanda Das, Mrs. Chhanda Das, Mr. Benoy das,)

**ALL THAT** Piece and Parcel of a plot of land measuring **1 (One) Chottahs 10(ten) Chittak 20(Twenty) sq. ft.** more or less with Two storied building total measurement **2380 Sq.ft.** more or less with **Cement flooring (Ground floor 1190 Sq.ft.** more or less and **First Floor 1190 Sq.ft.** more or less) situated and lying at Premises No. **2A, Kasiswar Chatterjee Lane, Kolkata- 700 036,** ward No. 001, Assessee No. 110010800020 within the Local Limits of Kolkata Municipal Corporation, in the district of Kolkata, in the state of West Bengal Under A.D.S.R Cossipore Dum Dum.

**THE SCHEDULE "B" REFERRED TO ABOVE**

(Description of Amalgamate Land of Hereby Conveyed)

**ALL THAT** piece and parcel of Bastu land measuring an area of **4(Four) Cottah 20(Tewenty) Square Feet** be the

same a little more or less together with a Four Storied(G+3) building standing thereon **(with Lift Provision)** comprised in situated and lying at Premises No. **2A, Kasiswar Chatterjee Lane, Kolkata- 700 036,** ward No. 001, Assessee No. 110010800020 within the Local Limits of Kolkata Municipal Corporation, in the district of Kolkata, in the state of West Bengal Under A.D.S.R Cossipore Dum Dum, which is butted and bounded by:-

**ON THE NORTH :** by 1/1, Kasiswar Chatterjee Lane  
**ON THE SOUTH :** by 3A, Kasiswar Chatterjee Lane  
**ON THE EAST :** by 2B, Kasiswar Chatterjee Lane  
**ON THE WEST :** by Kasiswar Chatterjee Lane

**THE SCHEDULE "C" ABOVE REFERRED TO**

(Description of The Said Flat Hereby Conveyed)

**ALL THAT** one \_\_\_\_\_ being **Residential Flat/Commercial Shop/ Semi Commercial Garage No.\_\_\_\_\_**, \_\_\_\_\_ **Flooring**, having Super Built Up Area \_\_\_\_\_ **Sq.Ft., Covered Area Measuring \_\_\_\_\_ Sq. Ft., Carpet Area Measuring \_\_\_\_\_ Sq.Ft.** be the same a little more or less on the \_\_\_\_\_ **Floor**, \_\_\_\_\_ **Side** comprising \_\_\_\_\_ of \_\_\_\_\_ together with proportionate share of common areas,

common facilities connected therewith including the undivided proportionate share of land and all Easement right in the Common Area of the Flat building.

**THE SCHEDULE “D” ABOVE REFERRED TO**

(The common areas & Utilities area )

1. The entire land or space lying vacant within the said premises
2. The space within the building comprised of the entrance hereto staircase, lift, landings, lobbies, Meter room and the common toilets if any.
3. The foundation columns girders, beams, supports main walls the main gate and the premises and the possession land to the building and the staircase.
4. Reservoir on the top floor of the building, pump motor pipes ducts and all apparatus and installations in the premises for common use .
5. Septic Tank, sock pits and the sewerage lines thereto connected.
6. The costs of maintenance of the roof will be borne by all the occupiers. The Purchaser may use the roof of the building purely on temporary basis i.e. for holding any social or marriage function with the consent of the vendor / Developer/Association and the Purchaser they clean the roof after the function is over at his own costs.

7. However the flat owners shall have the right to go to terrace for inspection of the overhead water Reservoir piers line and in stall T.V., Antenna.
8. All other facilities and amenities in the premises which are intended for common use.
9. The ultimate roof/terrace of the respective blocks of building shall remain a common area for the flat owners/Purchaser/space owners of that particular building/block. However the flat owners /Purchaser /space owners shall not be entitled to raise any construction on the ultimate roof/terrace.

**THE SCHEDULE "E" ABOVE REFERRED TO**

(Right and obligations of the Purchaser)

1. That the Purchaser shall and will own and enjoy the said flat including common areas in the \_\_\_\_\_ floor of the said land described in the first schedule hereto whereof undivided proportionate share of land has been purchased by the Purchaser as per the said building plan approved and sanctioned by the local Municipality together with rights to common with all other persons lawfully entitled hereto all sewers drains water courses and all proportionate rights in respect of all the common areas mentioned in the third schedule above written.

2. That the Purchaser shall become and remain members of the society, company or Association to be formed by and consisting of the owners of the other flat owners of the building more-fully described in the Schedule "B" above written and of the other flats for the purpose of attending to safe guarding and maintaining all matters and common interest like repairs white washing of side the building and common colour washing or painting of the common parts of the building and repairing roads staircase compound walls and all other common amenities.
3. That the Purchaser shall and will observe and perform the term and conditions and bye-laws and the rules and regulations of the said society, company or Association.
4. That the Purchaser shall not at any time carry on or cause to carrying on the flat hereby sold and conveyed or any part thereof or in the said flat of the \_\_\_\_\_ floor any trade or business whatsoever.
5. That the Purchaser shall and will give the owners of the other flats the necessary vertical horizontal and lateral support for his flat and also a right of any way over all common Roads, staircase passages etc.

and shall and will be entitled to similar rights from and other owners of the said building.

6. The Purchaser shall have the right to entry in the other flat of the said building for the purpose of effecting repair or service pipe lines and portions of his flat as may reasonably necessitate such entry a week's advances intimation of his such intended enter to the owners concerned and shall and will allow owner of other flats such entry into his flat areas under similar circumstances and upon having similar prior notice in written.

7. The Purchaser shall be liable to pay directly to the Municipality and/or other appropriate authority or contribute in proportion to the floor area of the said flat on the First floor towards or in the account of the payment of municipal taxes and other outgoings payable in respect of the said plot of land or/ and the premises in cases where the said payment shall not be made directly to the municipality and/or statutory authority as aforesaid and so long the developer retains such authority and open its formation to the Association or society of the Purchaser of the undivided proportionate share in the said land and thus beaming owners of the several flats in the building and in default shall be liable for



payment thereof with costs of litigation being sue by the Vendors/ Developer or the Association or society as the case may be . The Purchaser shall mutate his name in the records of local Municipality in respect of his flat and proportionate share of land.

8. The Association of the flat owners shall be formed by the Purchaser herein jointly with all other flat owners in the building and submit the same under the provisions of the West Bengal Apartment Ownership's Act 1972, and for that the Purchaser shall and will sign and execute all forms returns declarations and documents as may from time to time become necessary.

9. The title deeds of the said property of the Vendors/ Developer herein shall remain with the Vendors/ Developer but the Purchaser shall be entitled to inspect thereof and to have copies of and/or extracts there from any of them at the Purchaser costs and expenses for all reasonable purpose and upon formation of the Association of the flat owners the Vendors/ Developer shall hand over all the said deeds and documents to the Association and the Association shall remain bound to make the same available as above stated to the Purchaser on same terms.

10. The Purchaser shall have full proprietary right on the said flat on the First floor and undivided proportionate share of land and the Purchaser shall be entitled to sell mortgage let out lease out or transfer in anyway permitted by law without requiring to have or seek any consent for the purpose from the Vendors/ Developer or any other owners or occupiers .
  
11. The Purchaser undivided interest in the said soil of land described in the first schedule hereunder written shall remain joint with the owners of the flat owners of the said building it being hereby further described that the interest in the said soil or the said plot of land is impartiable.
  
12. The open space adjoining each block of building will be used by the flat owners/Purchaser of that block as car parking spaces after having a proper provision for passages and the car parking spaces cannot be separately sold or transferred by the flat owners.

### **TAXES AND IMPOSITIONS**

1. Until such time as the flat comprised in the said flat separately assessed and/or mutated in respect of the municipal taxes and the Purchaser from the date of

its occupation of the said flat bear and pay such proportion or such municipal taxes and taxes or impositions as may be deemed reasonable from time to time be the Vendors/ Developer or society Association upon its formation.

2. Apart from the amount of such Municipal Rates and taxes impositions. The Purchaser shall also bear and pay all taxes and impositions including multistoried building tax, urban Land Tax, Service tax, if and when necessary, in respect of the said building proportionately and the said flat wholly.
3. All proportionate costs of the maintenance operating replacing white washing painting rebuilding reconstructing decorating redecorating including the outer walls of the building and boundary walls as determined by the Association to be formed.

**THE SCHEDULE "F" ABOVE REFERRED TO**

(Common expenses)

1. The expenses of maintaining repairing constructing and renewing the main structure and the drainage system rain water discharge arrangements,

arrangements for supply of electricity and all common areas contained in the said premises.

2. The cost of cleaning and lighting the entrance of the building the passage and space around the building corridors staircase.
3. Cost of repairing and decorating the exterior of the building.
4. All taxes leaves and impositions deposits etc. for the premises as a whole.
5. All litigation costs relating to the common portions / parts and common interest in the building
6. All salaries wages fees and remuneration of all workmen staff and experts engaged and hired for the common purpose.
7. Costs of maintaining operating replacing and installations implements including pump , motor pipes lights etc. for common services.
8. premium of insurance for the building if any .

Such expenses as would be necessary for or incidental to the said maintenance and upkeep of the premises and of the common area's facilities and amenities

**IN WITNESS WHEREOF** the Vendors/Developer and the Purchasers have hereto voluntarily and with full consciousness of mind, free from any request of others, as well as appreciated the contents and meaning of this Indenture and set and subscribed in their respective hands and seals on the present day, month, and year first above written.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

1.

(For and on behalf of Sanjukta Mukherjee Alias Sanjukta Das Mukherjee, Shib Nath Das Alias Sibnath Das Alias Shibnath Das, Alokanda Das, Chhanda Das, Benoy Das as their Constituted Attorney)

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Signature of the Vendors

2.

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Signature of the Developer

-----  
Signature of the Purchasers

(As per the instruction and documents supply by the vendor and purchasers)

**DRAFTED & PRINTED BY: -**

\_\_\_\_\_  
ADVOCATE  
CALCUTTA HIGH COURT

**RECEIVED** of and from the within named Purchasers within mentioned sum of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) **only** as advance payment of the above said flat as per memo of consideration below:-

**MEMO OF CONSIDERATION**

<b><u>DATE</u></b>	<b><u>CHEQUE/D</u></b> <b><u>.D. NO./</u></b> <b><u>CASH</u></b>	<b><u>BANK</u></b>	<b><u>BRANCH</u></b>	<b><u>AMOUNT</u></b>
<b>TOTAL</b>				

**WITNESSES: -**

In the presence of:

- 1.

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Signature of the Developer