

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of ----- Two
Thousand Twenty Five (2025) of Christian Era **BETWEEN**

BARUN ASSOCIATES

Partner

Partner

SMT. PHULLESWARI SAHA, wife of Sri Subash Saha, (PAN- FTOPS4151N), by faith- Hindu, by Nationality- Indian, by Occupation – Business, residing at 222/223, Acharya Profulla Chandra Road, Post Office – Shyambazar, Police Station – Shyambazar, Kolkata – 700 004, District- North 24 Parganas, West Bengal, represented by her constituted Attorney **M/S. BARUN ASSOCIATES**, (PAN – AAOFB7193B) a partnership Firm having its registered office at 635, Naskarhat Tagore Park Main Road, P.O.- Tiljala, Police Station – Tiljala now Kasba, Kolkata – 700 039, District – South 24 Parganas, West Bengal, and represented by its Partners namely (1) **SRI UJJAL KUMAR DEY**, son of Late A.K. Dey, (PAN- AGIPD7588G), by faith – Hindu, by Occupation – Business, by Nationality – Indian, and residing at 28/9, New Ballygunge Road, P.O. – Tiljala, P.S.- Kasba, Kolkata – 700 039, District – South 24 Parganas, West Bengal, (2) **SRI AVIK SAHA**, son of Sri Biplab Kumar Saha, (PAN – CCCPS4778R), by faith- Hindu, by Nationality – Indian, by Occupation – Business and residing at 635, Naskarhat, Tagore Park Main Road, P.O. - Tiljala, P.S.- Tiljala now Kasba, Kolkata – 700 039, District South 24 Parganas, West Bengal, and (3) **SRI ARGHYA DAS**, son of Late Ajit Kumar Das, (PAN- ADUPD5236G) by faith- Hindu, by Occupation – Business, by Nationality –Indian, residing at 132, Madurdaha, P.S.- Tiljala now Anandapur, Kolkata –700107, District – South 24 Parganas, West Bengal, which document was registered on 29.08.2024 before office of D.S.R.-III, at Alipore, 24 Parganas South, recorded Vide Book No. I, Volume No. 1603 - 2024, Pages from 394540 to 394555, Deed No. 160314787, for the year 2024, hereinafter referred to as the “**OWNER/VENDOR**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

-AND-

(1) _____, (PAN- _____) (Aadhaar No. _____) (Mobile No. _____) Son of _____ by faith - Hindu, by Occupation – _____ by Nationality – Indian, residing at _____ and (2) _____, (PAN- _____),(Aadhaar No. _____) (Mobile No. _____) son/daughter _____, by faith - Hindu, by Occupation – _____, by Nationality – Indian, residing _____

- hereinafter jointly referred to as the **“PURCHASERS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors executors, administrators, legal representatives and assigns) of the **SECOND PART.**

-AND-

M/S. BARUN ASSOCIATES., (PAN – AAOFB7193B) a partnership Firm having its registered office at 635, Naskarhat Tagore Park Main Road, P.O.- Tiljala, Police Station – Kasba, Kolkata – 700 039, District – South 24 Parganas, and represented by its represented by its Partners namely (1) **SRI UJJAL KUMAR DEY,** son of Late A.K. Dey, (PAN- AGIPD7588G), by faith – Hindu, by Occupation – Business, by Nationality – Indian, and residing at 28/9, New Ballygunge Road, P.O. – Tiljala, P.S.- Kasba, Kolkata – 700 039, District – South 24 Parganas, West Bengal, (2) **SRI AVIK SAHA,** son of Sri Biplab Kumar Saha, (PAN – CCCPS4778R), by faith- Hindu, by Nationality – Indian, by Occupation – Business and residing at 635, Naskarhat, Tagore Park Main Road, P.O. Tiljala, P.S.- Kasba, Kolkata – 700 039, District South 24 Parganas, West Bengal, and (3) **SRI ARGHYA DAS,** son of Late Ajit Kumar Das, (PAN- ADUPD5236G), by faith- Hindu, by Occupation – Business, by Nationality –Indian, residing at 132, Madurdaha, P.S.- Tiljala now Anandapur, Kolkata –700107, District – South 24 Parganas, West Bengal, hereinafter referred to as the **“DEVELOPER”**(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective heirs, executors, administrators, successors – in - offices, legal representatives and assigns) of the **THIRD PART;**

WHEREAS one Sri Kalicharan Pramanick originally was the absolute owner of All that piece or parcel of land hereditament containing an area measuring 30 Bighas comprised in C.S. Dag No. 448, under Khatian No,133, of the Mouza- Madurdaha, J.L. No.12, Touzi No. 2998, R.S. No. 212, Dag Hossainpure,P.S.- Tollygunge,in District 24 Parganas(South).

AND WHEREAS by a Deed of permanent settlement in the year 1950 the said Kali Charan Pramanik, transferred arid conveyed in permanent settlement the above said land to Biswanath Pramanik, Satish Chandra Pramanik and Patiram Pramanik.

AND WHEREAS the said Biswanath Pramanik, Satish Chandra Pramanik and Patiram Pramanik while peacefully seized and possessed of the said 30 Bighas of land in C.S Dag No. 448, Khatian No. 133 of the Mouza- Madurdaha, J.L No. 12, Touzi No, 2998, R.S No. 212, Dag-Hossainpur, P.S Tollygunge in District 24-Parganas (S), recorded their names in R.S Khatian No. 189, R.S Dag No. 455 in respect of the said land.

AND WHEREAS The said Biswanath Pramanik, Satish Chandra Pramanik and Patiram Pramanik converted the said land into agricultural land and utilized the said land for growing paddy.

AND WHEREAS the said Biswanath Pramanik, Satish Chandra Pramanik and Patiram Pramanik thereafter had the land divided amongst themselves into three distinguished plots being Plot No. 'A', 'B' and 'C' which were respectively the western, middle and western plots each having an area of 10 Bighas or thereabout and recorded in the R.S Khatian in their names.

AND WHEREAS Biswanath Pramanik while seized and possessed of the Western most plot 'C' by a Kabala dated 6th March 1961 registered at Alipore Sub-registry office in Book No 1, Volume No. 46, Pages 61 to 65, being No. 1761 for the year 1961 sold transferred and conveyed his said Sali land 10 Bighas to Jiban Krishna Basu.

AND WHEREAS the said Patiram Pramanik while seized and possessed of the middle Plot 'B' by a Kobala dated 19.08.1961 registered at Alipore Sub-Registry office in Book No. I, Volume No. 135, Pages 47 to 51, being No. 6934 for the year 1961 sold and transferred his said 10 Bighas Sali land to Dharendra Nath Moitra and Nirupam Moitra.

AND WHEREAS in or about 1978 and early 1979 the said Jiban Krishna Basu, Dharendra Nath Moitra and Nirupam Moitra by several registered deed of conveyance conveyed transferred all that the said 20 Bighas of land and all their right title interest claimed or demand in upon or over the said land and every portion thereof by way of 36 plots each plot comprised of 6.5 cottahs and as a part of common area 4 cottah 10 Chittak more or less in favour of Amiya Sankar Nandy and others in the manner and to the extent specified in

the several deed of conveyance executed in favour of the said Amiya Sankar Nandy and others.

AND WHEREAS by virtue of diverse acts, deeds and instruments and finally by and under registered deed no. 12144 of dated 16.07.1992 the Owners (1) SHAYAMALI GOPTA (2) ASHALATA BISWAS (3) ARINDAM BHATTACHARJEE, (4) BISHNUPADA CHATTERJEE (5) AMIYA KUMAR GANGULY (6) KRISHNA MONDAL (7) MAYA CHAKRAVORTY (8) SANJAY KUMAR MITRA (9) KALPANA CHOUDHURY (10) ANIMA BHATTACHARJEE (11) ARUN PROKASH MITRA (12) KARABI GHODHURY (13) DR. NAZRUL ISLAM (14) BASUDHARA GANGULY (15) (a) SWATI BHATTACHARJEE (b) MANJU BHATTACHARJEE (16) AMAL CHANDRA DAS (17) a) SANKAR RANJAN MONDAL (b) SUDHA MONDAL 18) PRANAB KUMAR BISWAS (19) RUMA GANGULY (20) PRADIP KUMAR GANGULY (21) NIRMAL CHANDRA GUHA (22) ABHIJIT CHAKRAVORTY (23) GOUTAM RAY (24) JAYANTA GHOSH (25) RATNA MITTER (26) SONALI ADHIKARI (27) (a) NASIMUL BANI b) JASMINA KHANAM (28) PRANAB KUMAR CHATTERJEE (29) BALAI CHANDRA NASKAR (30) BANI NASKAR (31) ASHIM NASKAR (32) a) BHARATI KUMIR B) LATIKA MUKIR (c) SUMITRA KUMIR (33) HIMADRI DUTTA (34) KANIKA CHATTERJEE (35) DEB KUMAR GANGULY (36) MAHARATHI ADHIKARY (37) SANTIDEBI GUPTA (38) IRA GUPTA (39) ARUN KUMAR CHOWDHURY (40) SAKTI PROSAD SARKAR (40) a) SIDDHARTHA SANKAR DUTTA b) SUDHA. SANKAR DUTTA (42) KANA1 LALA BANDYAPADHYA (43) BANI BHOWMICK (44) NIHARENDH, CHOUDHURY (45) ASHOKE KUMAR SIKDAR (46) GITA DUTTA (47) SAUMYA PAUL (48) KAMALAKHYA GOSWAMI (49) RITA MUKHERJEE (50) DIPTI BARMA (51) RITA BHOWMICK (52) ANJULA CHAKRAVORTY (53) MAKHANLAL MAZUMDAR (54) SHEULI BANERJEE (55) RATNA CHATTERJEE (56) TAPATI BOSE (57)(a) SADHAN- DUTTA (b) PROMITA DUTTA (58) DR RANJIT CHAKRAVORTY (59) MIRA BHOWMICK (60) CHAMPAK CHOWDHURY (61) KALPANA MONDAL (62) SANDHYA SATPATI (63)a) JASODEB CHAKRAVORTY and (b) TAPODEB CHAKRAVORTY (64) DR CHUNILAL DEB (65) SUSOMA CHOWDHURY (66) DR SATYA RANJAN MAJUMDER (67) BHUBAN MOHAN BHATTACHARJEE (68) SREEJIB CHANDRA MOITRA 69) ARGHA BOSE (70) HARIT BHATTACHARJEE (71)

BURUNA DUTTA and (72) SUSMITA BANERJEE becomes absolutely seized and possessed of 14 Bighas 19 Cottahs and 10 Chittaks more or less of Sali land.

AND WHEREAS that the above said Owners predecessors' interest and others had framed a scheme for development of 14 Bighas 19 Cottahs and 10 Chittaks more or less of Sali land.

AND WHEREAS in terms of the scheme in so far as the same applies to the land in the First Schedule therein of which the Owners therein the Joint Owners, Sri Amiya Kumar Ganguly entitled to Plot No.31 and the other Owners therein accordingly agreed to transfer and allot the said Plot in favour of the Allottee Sri Amiya Kumar Ganguly to enable to own and possess the same subject to the terms contained therein.

AND WHEREAS subsequently a Deed of Allotment was registered on 31st August, 1992, in favour of the said Allottee Sri Amiya Kumar Ganguly, herein in respect of a plot of Sali land being plot no. 31, measuring about 2 Cottahs 14 Chittaks 20 sq. ft more or less comprised in Mouza- Madurdaha, Dag-Hossainpur, R.S dag No. 455, R.S Khatian No. 189, J.L No. 12, R.S No. 212, Touzi No. 2998, Pargana- Kalikata, P.S Kasba now Tiljala, Dist 24 Pgs (S) together with easements rights and recorded in Book No. I, Being No. 14787 for the year of 1952, D.R Alipore.

AND WHEREAS by virtue of the said registered Deed of Allotment dated 31st August 1992, the said Sri Amiya Kumar Ganguly became the absolute Owner of the All That the land measuring about 2 (Two) Cottahs 14 (Fourteen) Chittaks 20 (Twenty) Sq. ft. more or less under scheme Plot No 31, lying and situated at Mouza- Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998 appertaining to R.S. Dag No. 455, under R.S. Khatian No.189, within the limits of Kolkata Municipal Corporation, premises No. 638, Madurdaha, Police Station- Tiljala now Anandapur, Kolkata- 700 107, under Ward No. 108, District South 24 Parganas.

AND WHEREAS by a registered Deed of Gift dated 27th day of May, 2011 made between **SRI AMIYA KUMAR GANULY** therein referred to as the Donor the said Donor gifted transferred and conveyed by way of Gift of land measuring about 2 (Two) Cottahs 14

(Fourteen) Chittaks 20 (Twenty) Sq.ft. more or less under scheme Plot No. 31, lying and situated at Mouza- Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998 appertaining to R.S. Dag No. 455, under R.S. Khatian No.189, within the limits of Kolkata Municipal Corporation premises No. 638, Madurdaha, Police Station Kasba (formerly P.S.- Tollygunge) then Tiljala now Police Station – Anandapur, Kolkata – 700 107, under Ward No. 108, District South 24 Parganas, together with all easement rights thereto, as morefully described in the Schedule thereunder written, which document was registered before District Sub- Registrar-III, at Alipore, South 24 Parganas, recorded in Vide Book No. 1,C.D. Volume No. 8, Pages Nos. 6338 to 6349, being No.04144, for the year 2011, in favour of (1) SRI PALASH GANGULY, and (2) SRI SHIMUL GANGULY,

AND WHEREAS thus the (1) SRI PALASH GANGULY, and (2) SRI SHIMUL GANGULY, therein became the absolute joint Owner of the aforesaid property and while seized and possessed of the same mutated their own names in the records of Kolkata Municipal Corporation which became known and numbered as premised No.368,Madurdaha,P.S.- Tiljala now Anandapur, Kolkata – 700 107, District South 24 Parganas within Ward No. 108, having Assessee No. 31-108-05-0638-0, as morefully described in the schedule thereunder and hereunder written and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

AND WHEREAS thereafter by a registered Deed of Gift dated 19th day of December, 2019 made between (1) SRI PALASH GANGULY, and (2) SRI SHIMUL GANGULY therein referred to as the Vendors the said vendors sold, transferred and conveyed of against the valuable consideration of ALL THAT piece and parcel of land measuring about 2 (Two) Cottahs 14 (Fourteen) Chittaks 20 (Twenty) Sq.ft. more or less, together with 100 Sq.ft. Tile shed structure standing thereon under scheme Plot No. 31, lying and situated at Mouza- Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998 appertaining to R.S. Dag No. 455, under R.S. Khatian No.189, within the limits of Kolkata Municipal Corporation premises No. 638, Madurdaha, Police Station Kasba (Formerly P.S.- Tollygunge) then Tiljala now Police Station – Anandapur, Kolkata – 700 107, under Ward No. 108, District South 24 Parganas, together with all easement rights thereto, as morefully described in the Schedule thereunder and hereunder written, which document was registered before

Additional Registrar of Assurances -II, Kolkata , recorded in Book No. I, Volume No. 1902-2019, pages from 287538 to 287573, Being No. 190207292, for the year 2019, for the year 2019, in favour of **SMT. PHULLESWARI SAHA**.

AND WHEREAS thus the **SMT. PHULLESWARI SAHA** herein became the absolute owner of the aforesaid property and while seized and possessed of the same mutated her own name in the records of Kolkata Municipal Corporation which became known and numbered as premised No. 638, Madurdaha, Police Station Tiljala now Police Station – Anandapur, Kolkata – 700 107, under Ward No. 108, District South 24 Parganas, having Assessee No. 31-108-05-0638-0, as morefully described in the schedule hereunder written and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

AND WHEREAS thus **SMT. PHULLESWARI SAHA** is at present the absolute Owner of the said Schedule property of **ALL THAT** piece and parcel of land measuring about 2 (Two) Cottahs 14 (Fourteen) Chittaks 20 (Twenty) Sq.ft. more or less, together with 100 Sq.ft. Tile shed structure standing thereon under scheme Plot No. 31, lying and situated at Mouza- Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998 appertaining to R.S. Dag No. 455, under R.S. Khatian No.189, within the limits of Kolkata Municipal Corporation premises No. 638, Madurdaha, Police Station - Tiljala now Anandapur, Kolkata – 700 107, under Ward No. 108, District South 24 Parganas, together with all easement rights thereto, as morefully described in the First Schedule hereunder written.

AND WHEREAS due to various constraint accompanied by lack of fund efforts to carry on such development project out of her own resources as the owner, was in search of a competent person having vast experience in development work including construction of multi storied proposed building.

AND WHEREAS after knowing the intention of the aforesaid owner, Second Party/Developer approached to the owner with proposal to construct such multi storied proposed building as per sanctioned building plan and after protracted negotiation between the parties, the owner finally announced his approval.

AND WHEREAS the Vendor herein intended to develop the said property at premises No. 638, Madurdaha, Police Station – Tiljala now Anandapur, Kolkata – 700107, District –South 24 Parganas, as mentioned in the First Schedule hereunder and duly approached to the Developer/ **M/S. BARUN ASSOCIATES.**, (Pan – AAOFB7193B) a partnership Firm having its registered office at 635,Naskarhat Tagore Park Main Road, P.O.- Tiljala, Police Station – Kasba, Kolkata – 700 039, District – South 24 Parganas, and represented by its Partners namely (1) **SRI UJJAL KUMAR DEY**, son of Late A.K. Dey, (PAN- AGIPD7588G), (Aadhaar No. 9819 2790 9249), by faith – Hindu, by Occupation – Business, by Nationality – Indian, and residing at 28/9, New Ballygunge Road, P.O. – Tiljala, P.S.- Kasba, Kolkata – 700 039, District – South 24 Parganas, West Bengal, (2) **SRI AVIK SAHA**, son of Sri Biplab Kumar Saha, (PAN – CCCPS4778R), (Aadhaar No. 2811 5849 3464), by faith- Hindu, by Nationality – Indian, by Occupation – Business and residing at 635, Naskarhat, Tagore Park Main Road, P.O. Tiljala, P.S.- Kasba, Kolkata – 700 039, District South 24 Parganas, West Bengal, and (3) **SRI ARGHYA DAS**, son of Late Ajit Kumar Das, (PAN- ADUPD5236G),(Aadhaar No. 4056 4775 9532), by faith- Hindu, by Occupation – Business, by Nationality –Indian, residing at 132, Madurdaha, P.S.- Tiljala now Anandapur, Kolkata –700107, District – South 24 Parganas, West Bengal, and the Developer agreed to develop the said First Schedule property at its own cost and entered into Development Agreement with the Owner executed and /or registered on 29.08.2024 under certain terms and conditions stated therein which document was recorded in the office of the D.S.R.- III, at Alipore, South 24 Parganas, recorded in Vide Book No.1, Volume No. 1603-2024, pages from 385192 to 385217, Deed No. 160314767, for the year 2024.

AND WHEREAS the Vendor herein simultaneously executed a Registered Development Power of Attorney on 29.08.2024 in favour of the Developer/ **M/S. BARUN ASSOCIATES**, represented by its Partners namely (1) **SRI UJJAL KUMAR DEY**, (2) **SRI AVIK SAHA**, and (3) **SRI ARGHYA DAS** herein which document was registered on 29.08.2024 before office of D.S.R.-III, at Alipore, 24 Parganas South, recorded Vide Book No. I, Volume No. 1603 - 2024, Pages from 394540 to 394555, Deed No. 160314787, for the year 2024,

AND WHEREAS in terms of the said agreement for development the Developer herein gradually raised structures thereon as per the sanctioned multi storied proposed Building Permit Plan No. **2022120434**, dated **23.12.2022**, Borough No. XII thereafter revised Plan No. **2023120535**, dated **27.02.2024**.

AND WHEREAS according to the said Development Agreement the Developer have been fully empowered to construct a new building on the said land according to the said sanctioned building plan and shall have right to sell the **Developer's Allocation** of the said building to the intending Purchasers

AND WHEREAS thereafter the Developer herein completed constructed a multi storied residential building on the First Schedule property i.e. Kolkata Municipal Corporation being Premises No.638, Madurdaha, Police Station - Tiljala now Anandapur, Kolkata – 700 107, District South 24 Parganas, under Ward No. 108, after the said construction the Developer delivered the Owner's Allocated portion to the owner according to the terms of said development Agreement dated **29.08.2024** and the Developer desired to sell the remaining portion of the said building to the intending Purchasers or Purchasers as **Developer's Allocation**.

AND WHEREAS the Purchasers herein having inspected the title deeds of the Schedule property and other relevant documents and being satisfied with right title and interest of the Vendor and Developer made a proposal to the Vendor/Developer for purchase of **ALL THAT** the 1 (one) self contained residential Flat No.“-----”, on the ----- **FLOOR**, ----- **Side**, measuring about ----- Sq. ft. be the same little more or less **SUPER BUILT UP AREA**, consisting of 2 (Two) Bed Rooms, 1 (one) Drawing – Cum - Dining Room –Cum - Living Room, 1 (one) Kitchen Room, 1 (one) W.C., 1 (one) Toilet, and 1(one) Verandah, alongwith right to use 1 (one) Car parking Space on the **GROUND FLOOR**, measuring about **120** Sq.ft. more or less (South West Front Side Near Road as marked in the layout) in the constructed newly building at the Kolkata Municipal Corporation being Premises No.638, Madurdaha, Police Station – Tiljala now Anandapur, Kolkata – 700107, District –South 24 Parganas, Ward No. 108, of the building at the said

premises which is more fully and specifically described in the Second Schedule hereunder written **TOGETHER WITH** proportionate undivided share of the land comprised in the new building together with all easement right thereto and hereinafter referred to as the “Said Flat and Car parking Space” at and for a total consideration of **Rs.----- (Rupees -----) only** which have been accepted and agreed to by the Owner/Developer herein.

AND WHEREAS the vendor as well as the Developer have agreed to sell and the Purchasers have agreed to purchase of **ALL THAT** the 1 (one) self contained residential Flat No.“-----”, on the **----- FLOOR**, **----- Side**, measuring about ----- Sq. ft. be the same little more or less **SUPER BUILT UP AREA**, consisting of 2 (Two) Bed Rooms, 1 (one) Drawing – Cum - Dining Room –Cum - Living Room, 1 (one) Kitchen Room, 1 (one) W.C., 1 (one) Toilet, and 1(one) Verandah, alongwith right to use 1 (one) Car parking Space on the **GROUND FLOOR**, measuring about **120** Sq.ft. more or less (South West Front Side Near Road as marked in the layout) in the constructed newly building at the Kolkata Municipal Corporation being Premises No.638, Madurdaha, Police Station – Tiljala now Anandapur, Kolkata – 700107, District –South 24 Parganas, Ward No. 108, of the building at the said premises, which is morefully described in the **SECOND SCHEDULE** herein below along with undivided proportionate share of land described in the **FIRST SCHEDULE** herein below with common facilities which is described in the **THIRD SCHEDULE** herein below at or for the total consideration amount of **Rs.-----/- (Rupees -----) only**.

AND WHEREAS the Purchasers herein have since inspected all the title deeds and other documents of the Vendor and Developer herein in respect of the Second Schedule property together with the sanctioned plan and being fully satisfied with the right title and interest of the Developer herein in the same, have paid the balance consideration amount of the **----- FLOOR** Flat and right to use Car Parking Space on the **GROUND FLOOR** at the time of execution of this Deed of Conveyance and accordingly the Vendor and Developer hereto sale and transfer the said **----- FLOOR** Flat and right to use Car Parking Space on the **GROUND FLOOR** absolutely in favour of the Purchasers herein as per terms and conditions stated hereunder.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

That in pursuant to the said Agreement and in consideration of the said sum of **Rs.----- (Rupees -----) only** being paid to the DEVELOPER by the PURCHASERS herein as per the MEMO of agreed consideration mentioned hereunder and the receipt of which being the full payment of consideration money hereby payable to the DEVELOPER and the same is being admitted and acknowledged by the DEVELOPER the Vendor/Developer herein doth hereby sell, transfer, convey, assure and assign unto and in favour of **ALL THAT** the 1 (one) self contained residential Flat No.“-----”, on the **----- FLOOR, ----- Side**, measuring about ----- Sq. ft. be the same little more or less **SUPER BUILT UP AREA**, consisting of 2 (Two) Bed Rooms, 1 (one) Drawing – Cum - Dining Room –Cum - Living Room, 1 (one) Kitchen Room, 1 (one) W.C., 1 (one) Toilet, and 1(one) Verandah, alongwith right to use 1 (one) Car parking Space on the **GROUND FLOOR**, measuring about **120** Sq.ft. more or less (South West Front Side Near Road as marked in the layout) in the constructed newly building at the Kolkata Municipal Corporation being Premises No.638, Madurdaha, Police Station – Tiljala now Anandapur, Kolkata – 700107, District –South 24 Parganas, Ward No. 108, as morefully described in the Second Schedule hereunder as defined in the First Schedule hereto of or in the land comprised in the said premises of the **KOLKATA MUNICIPAL CORPORATION**, being premises No. 638, Madurdaha, P.S.- Tiljala now Anandapur Kolkata – 700 108, District South 24 Parganas, which is morefully described in the First Schedule here under **TOGETHERWITH** the exclusive right to own, use, occupy and/or to transfer the said flat and/or unit and car parking space being described in the Second Schedule written hereunder AND also the right to use and enjoy all the common parts and/or common spaces in common with the Co- shares and/or occupiers of the building and/or other flat owners and space owners of the building which is morefully described in the Third Schedule written hereunder AND reversion or reversions, remainder or remainders and to receive rents issues and profits arising out of the properties and or the flat

being hereby conveyed AND **ALL THAT** the 1 (one) self contained residential Flat No. “-----”, on the ----- **FLOOR**, ----- **Side**, measuring about - ----- Sq. ft. be the same little more or less **SUPER BUILT UP AREA**, consisting of 2 (Two) Bed Rooms, 1 (one) Drawing – Cum - Dining Room –Cum - Living Room, 1 (one) Kitchen Room, 1 (one) W.C., 1 (one) Toilet, and 1(one) Verandah, alongwith right to use 1 (one) Car parking Space on the **GROUND FLOOR**, measuring about **120** Sq.ft. more or less (South West Front Side Near Road as marked in the layout) in the constructed newly building at the Kolkata Municipal Corporation being Premises No.638, Madurdaha, Police Station – Tiljala now Anandapur, Kolkata – 700107, District –South 24 Parganas, Ward No. 108, tthe estate right title interest property claim and demand whatsoever of VENDOR/DEVELOPER into and upon the proportion hereby conveyed or expressed or intended so to be and every part or parts thereof respectively or arising out there from TOGETHERWITH their and every of their respective rights liberties and appurtenances whatsoever to and unto the use of the PURCHASERS free and clear and freely and clearly and free from all encumbrances, trust, liens, lispense, mortgage, attachments, encumbrances of whatsoever (save only those as or are expressly mentioned herein) AND TOGETHERWITH easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said premises and the said flat or unit and car parking space (including the said undivided impartible proportionate share of land in the said premises and or the said interest in respect of the said flat and car parking space) together with common areas and facilities to be enjoyed together with common areas and facilities to be enjoyed by the Co-owners or other flat owners as mentioned in the Third Schedule hereunder written. **TO HAVE AND TO HOLD** the undivided impartible proportionate share of land of the said premises in respect of the said flat and car parking space all other benefits and rights and/or the said interest hereby sold and conveyed transferred or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and for forever and also subject to the PURCHASERS covenants contained herein and written hereunder and also subject to the Purchasers paying and discharging all taxes

maintenance charges and impositions on the said flat or unit and car parking space wholly and the building and particularly the common portions proportionately, as mentioned in the Fourth Schedule hereunder written.

II. THE VENDOR/DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASERS as follows:-

a) The interest which the VENDOR/DEVELOPER doth hereby propose to transfer subsists and the VENDOR have the absolute right and full power and absolute authority to sell and convey unto the PURCHASERS herein the undivided impartible proportionate share of land in respect of the said flat and car parking space being hereby sold and/or conveyed.

b) It shall be lawful for the PURCHASERS from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the properties hereby conveyed and every part thereof and to receive rents issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the VENDOR or any person or persons claiming through under or interest for the VENDOR unless otherwise expressly mentioned herein and free.

c) The VENDOR/DEVELOPER shall from time to time and at all times hereafter upon every request and at the cost of the PURCHASERS make to acknowledge execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things of whatsoever manner or nature for further better or more perfectly assuring the properties hereby conveyed unto the PURCHASERS and in the manner aforesaid.

d) The Vendor unless prevented by fire or some other irresistible forces from time to time and at all times hereafter upon reasonable request and the costs of the PURCHASERS or the their Attorney or Attorneys and/or Agents and/or before or at any trial examination Commission Tribunal Board or Authority for inspection or otherwise as occasion shall require, shall produce the title deed or deeds (which are in possession of the VENDOR) of the said premises and also

at the like request and costs of the PURCHASERS deliver the PURCHASERS such attested or other copies or extracts therefrom as the PURCHASERS may require and shall, in the meantime, unless prevented as aforesaid and keep the same saved unobliterated and un-cancelled.

e) The Vendor/Developer shall not do anything or make any grant or terms whereby the rights of the PURCHASERS hereafter may be prejudicially affected and shall do all acts as may be necessary to ensure the right available to the PURCHASERS as the PURCHASERS and as a Co-owner hereunder.

f) The Vendor/Developer shall pay all Municipal Rate and Taxes and other claims in respect of the said property, Flat and car parking space for the entire period upto the date of handing over the possession.

g) The Developer, at its own cost, shall obtain necessary completion and occupation certificate, as applicable as per K.M.C. Act and Rules from K.M.C. after completion and before handing over the said Flat and car parking space which is morefully described in the First Schedule and Second Schedule hereunder written AND shall also handover the same certificates to the Purchasers upon receipt of full consideration amount as per the Memo of agreed consideration mentioned hereunder.

h) The Purchasers to pay GST of Govt. statutory value of the Second Scheduled Property. All municipal taxes and outgoings if any, in respect of the Premises after the date hereof shall be borne and paid by the Purchasers as well as the second part and the developer shall punctually and regularly pay and bear respective Govt. Taxes like G.S.T. Income Tax and any other Govt. Authority taxes for his Second schedule property to the concerned authorities or otherwise as may be mutually agreed upon between the Purchasers and the developer

h) The VENDOR and the Developer shall duly fulfill and perform all their respective obligations and covenants elsewhere herein expressly contained.

III. **THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDOR/DEVELOPER as follows :-**

a) To observe fulfill and perform the covenants hereunder written including those for the common purpose described in the Third Schedule and Fourth Schedule written hereunder and shall regularly pay and discharge all taxes and impositions on the said flat or unit and car parking space wholly and the common expenses proportionately and, all other outgoings in connection with the said flat or unit and car parking space wholly and the building and particularly the common portions proportionately, from the date of handing over the possession of the said flat and car parking space.

b) Until the said land and the said ----- **FLOOR** FLAT and right to use Car Parking Space on the **GROUND FLOOR** alongwith Proportionate share of land in the First Schedule and Second schedule hereunder written are separately assessed by the Kolkata Municipal Corporation, the Purchasers shall regularly and punctually pay his proportionate share of Municipal taxes and shall indemnify and keep indemnified the VENDOR against non-payment thereof.

c) The Purchasers from time to time and at all times agree to the Association (if formed) to pay of Purchasers proportionate share towards the costs, expenses and outgoings in respect of the matters specified in the **THIRD SCHEDULE** hereunder written.

d) The Purchasers shall have the right to transfer absolutely or by way of Deed of Conveyance mortgage or lease, gift or to induct tenant otherwise the whole or any part of the said ----- **FLOOR**, FLAT and right to use Car Parking Space on the **GROUND FLOOR** along with proportionate share of land which is morefully described in the **SECOND SCHEDULE** hereunder written.

e) The Purchasers shall maintain the said common portion and the Flat and Car parking Space hereby sold and conveyed in good conditions.

f) The Purchasers shall upkeep the walls of the said flat and partition walls, sewers, drains, pipes and other fittings and fixtures appurtenances thereto belonging in good tenable repaired conditions and in particularly so as to support, shelter and protect the parapets and other portions of the building besides the said Flat and Car parking Space.

g) The Purchasers shall not at any time demolish or cause to be demolished, damage or cause to be damaged any part thereof which will weaken the main structure or any part thereof the building or do any such things without approval of Flat owners Association/Society (If formed), as well as permission of the Kolkata Municipal Corporation Authority.

h) The Purchasers shall be liable to pay 12(Twelve) months Second Schedule property maintenance @ Rs.2000/- per month immediately at the time of registration to the Developer and simultaneously after 12 months when the association is formed of the building it is upon the association to decide regarding the maintenance budget.

i) The Purchasers to pay GST of Govt. statutory value of the Second Scheduled Property. All municipal taxes and outgoings if any, in respect of the Premises after the date hereof shall be borne and paid by the Purchasers as well as the second part and the developer shall punctually and regularly pay and bear respective Govt. Taxes like G.S.T. Income Tax and any other Govt. Authority taxes for his Second schedule property to the concerned authorities or otherwise as may be mutually agreed upon between the Purchasers and the developer.

j) It is hereby further agreed between the parties hereto that the Purchasers shall become member of the Association/ Society of flat Owners of the said building as and when it is formed for the upkeep and maintenance of the said building and common areas mentioned in

the schedule hereto and Purchasers shall observe the Rules and Regulations to be formed by the said Society/Association.

k) Upon formation and regulation of the said Society/Association respective obligation and covenants of VENDOR, Developer, Purchasers and other person or persons and parties owning other flats in the said building herein contained shall cease and shall vest in the said society / Association.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Landed Property)

ALL THAT piece and parcel of land measuring about 2 (Two) Cottahs 14 (Fourteen) Chittaks 20 (Twenty) Sq.ft. more or less, together with 100 Sq.ft. Tile shed structure standing thereon under scheme Plot No. 31, lying and situated at Mouza- Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998 appertaining to R.S. Dag No. 455, under R.S. Khatian No.189, within the limits of Kolkata Municipal Corporation premises No. 638, Madurdaha, Police Station - Tiljala now Police Station – Anandapur, Kolkata – 700 107, under Ward No. 108, District South 24 Parganas, having Assessee No. 31-108-05-0638-0, together with all easement and other rights thereto which is butted and bounded that is to say:-

ON THE NORTH : Plot No. 36;
ON THE SOUTH : 23' feet wide Road;
ON THE EAST : Part Land of Dag No.455;
ON THE WEST : Plot No. 32;

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT the 1 (one) self contained residential Flat No.“-----”, on the -----
--- FLOOR, ----- Side, measuring about ----- Sq. ft. be the same little more or less **SUPER BUILT UP AREA,** consisting of 2 (Two) Bed Rooms, 1 (one) Drawing – Cum - Dining Room –Cum - Living Room, 1 (one) Kitchen Room, 1 (one) W.C., 1 (one) Toilet, and 1(one) Verandah, alongwith right to use 1 (one) Car parking Space on the **GROUND FLOOR,** measuring about 120 Sq.ft. more or less (South West Front Side Near Road as marked in the layout) in the constructed newly building namely “**BARUNSIKHA**”, at the Kolkata Municipal Corporation being Premises No. 638,

Madurdaha, Police Station – Tiljala now Anandapur, Kolkata – 700107, District –South 24 Parganas, Ward No. 108, of the building at the said premises **TOGETHER WITH** proportionate undivided share of the land comprised in the new building together with all easement right thereto. . A copy of the Plan is annexed herewith delineated in “**RED**” Verge.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common areas and facilities)

1. The vacant spaces around the said premises.
2. The spaces within the building comprised of ingress and egress of the said building, staircase landing lobbies etc.
3. All installation for common service such as drainage of the building and also side walls, Boundary wall and gates, water supply and plumbing arrangement in the premises, electrical connection and other civil amenities, septic tank of the premises.
4. Reservoir in the Ground Floor, reservoir on the roof on the top floor of the building, pump, motor, pipe lines and all other appurtenances and installation in the premises for common use.
5. Septic tanks, soak pits and sewerage which are connected.
6. Security Room/Common toilet/bath room, transformer, electric meter room, electric meter for common areas and facilities, water pump with motor.
7. All other facilities and amenities in the premises which are intended for common use.
8. Common Roof Right.
9. Common Lift Right.
10. Common Stair case

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. The Expenses of maintaining, repairing, redecorating etc. of the main structure, rain water pipes etc. of the building tube-well if any, water pipes, sanitary pipes, gas pipes and electric pipes, wires and installations in under or upon the building as enjoyed or used by the Purchasers in common with the Vendor and the Owner of the other flat and the main staircase, passage, landings and staircase of the floor, cost of employing necessary staffs including darwans, security staffs, jamadars, sweepers, etc.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(EASEMENTS)

The Co-Owner shall allow to each other and the following rights, easements, quasi-easements, privileges and/or appurtenances.

- i) The right of passage of utilities is including connection for Telephone, pipes, cables, etc. through such and every portion of the building including the said unit.
- ii) The right of support, shelter and protection of each portion of the building by other and/or other thereof.
- iii) The absolute unfettered and unencumbered right over the common portions subject to the terms and conditions wherein contained.
- iv) Such rights supports easements and appurtenances as are usually held and occupied or enjoyed as part or parcel of the said undivided share in the said land and/or the said unit.
- v) The right with or without workmen and necessary material to enter upon the building including the said or any other unit for the purpose of repairing any of the common portions or any appurtenances to any unit and/or anything comprised in any unit and in all such common area excepting emergency upon giving 48 hours previous notices in writing to the co-Owner affected thereby.
- vi) Not any Co-Owner shall allow any obstruction and/or construction over the said building or the Ground Floor.

IN WITNESS WHEREOF all the parties doth hereto set and subscribe their hands, seals and signature the day, month and year first above written.

SIGNED, SEALED and DELIVERED

by the abovenamed **PARTIES** at Kolkata

in the Presence of :-

1.

(VENDOR)

2.

(PURCHASERS)

(DEVELOPER)

Drafted by me:-

Advocate
High Court, Calcutta
Kolkata – 700 001.

MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed **PURCHASERS** the withinnamed a sum of Rs.----- (**Rupees** -----) only as **FULL AND FINAL CONSIDERATION MONEY** as per memo below :-

Rs.-----

Rs.-----

(**Rupees** -----) only**MEMO :**

<u>Sl. No.</u>	<u>Dated</u>	<u>A/C Payee</u> <u>Cheque No.</u>	<u>Bank</u>	<u>Amount</u>
01.				
02.				
03.				
04.				

(**Rupees** -----) only.**WITNESSES:**

1.

2.

BARUN ASSOCIATES

 Partner Partner

(**DEVELOPER**)