

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the      day of  
....., Two Thousand and Twenty Three, **2024, A.D.**

### **BETWEEN**

(1) **SRI SUBRATA CHOWDHURY**, (PAN BACPC7068R), (Aadhaar No. 6507 8365 7380), son of Late Hirendra Lal Chowdhury, by faith Hindu, by Nationality Indian, by occupation Service, residing at 206/3, Bama Charan Roy Road, P.O Behala, P.S Behala, Kolkata 700034, District- 24 Parganas (South), (2) **SMT. SIMA DUTTA**, (PAN AEEPD2084B), (Aadhaar No. 3652 8703 8255), wife of Sri Pradip Kanti Dutta, by faith Hindu, by Nationality Indian, by occupation Service under West Bengal Govt residing at 193A/6, Picnic Garden, P.O. Tiljala, P.S. Kasba, Kolkata 700039. District 24 Parganas (South), West Bengal, (3) **SRI AMAR KRISHNA DEY**. (PAN ACJPD9078L), (Aadhaar No. 8156 2203 3245), son of Late Nani Gopal Dey, by Faith Hindu, by Nationality Indian, by Occupation Retired Person, residing at 116/51/2, Bama Charan Roy Road, P.O. Behala, P.S. Behala, Kolkata 700034, District -South 24 Parganas, West Bengal and (4) **SMT. ANGANA DE**, (PAN AXUPD8494L) (Aadhaar No.: 6086 4547 8522), wife of Sri Subhas Chandra Karmakar, by faith -Hindu, by Nationality Indian, by occupation Housewife, residing at 116/51/2, Bama Charan Roy Road, P.O. Behala, P.S. Behala, Kolkata 700034, District - South 24 Parganas, West Bengal, hereinafter jointly called and referred to as "LAND OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the ONE PART.

**AND**

"**A.B. CONSTRUCTION**", (PAN: ABVFA9273H), a Partnership Construction Firm having its Office at 253A, Bama Charan Roy Road, P.O. Behala, P.S. Behala, Kolkata 700034, District South 24 Parganas, West Bengal, represented by its two Partners (1)SRI AMIT KUMAR JHA, (PAN: AFNPJ5047A), (Aadhaar No. 7736 8049 3009), son of Late Rajendra Kumar Jha, by Faith Hindu, by Nationality Business, residing at 253A, Bama Charan Roy Road, P.O. Indian, by Occupation -Behala, P.S. Behala, Kolkata 700034, District South 24 Parganas, West Bengal and (2) SRI BIRENDRA SINGH, (PAN: BJVPS1493N), (Aadhaar No. 9440 5979 0207), son of Late Srinath Singh, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 66/2, Sisir Bagan, P.O. Behala, P.S. Behala, Kolkata 700034, District South 24 Parganas, West Bengal, hereinafter called and referred to as "**THE DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-Office and assigns) of the OTHER PART

AND

M..... a company incorporated under the Indian Companies Act, 1956 having it's registered address at ....., under Police Station - ....., Kolkata - ..... represented by it's one of the directors namely ..... son of late Syed ..... by faith ..... by occupation ..... resident of ..... under P.S. - ....., Kolkata - ..... for the purpose of execution of this deed, hereinafter referred to as the **PURCHASER** ( which expression unless repugnant to the context shall mean to include the legal transferees, legal representatives, successors in office etc. ) of the THIRD PART.

WHEREAS:

A. WHEREAS Keshatra Mohan Chowdhury and Piyari Mohan Chowdhury, both since deceased, both sons of Late Ram Moni Chowdhury, purchased ALL THAT piece and parcel of Bastu land measuring 6 Cottahs more or less in the portion of R.S. Dag No. 3, under R.S. Khatian No. 126 of Mouza Muradpur, Pargana Magura, J.L. No. 13 RS. No. 192. Touza No. 74-77-82, within the locality of Bama Charan Roy Road, under the then South Suburban Municipality now The Kolkata Municipal Corporation (S. S. Uniti, under Municipal Ward No. 121 P.S. Behala, now Kolkata 700034 District-24 Parganas now South 24 Parganas, West Bengal, from the then owner Sri Binoy Krishna Das, by une Deed of Conveyance, written in Bengali, executed and registered on 29th

May 1964, which was duly registered in the office of the Sub Registrar of Alipore, 24 Pargans and recorded in Book No. 1. Volume no. 87 at pages from 204 to 207, being No. 4584 for the year 1964 AND WHEREAS said Keshatra Mohan Chowdhury and Piyari Mohan Chowdhury, both since deceased, have jointly got possession of the said Bastu land measuring 6 Cottahs more or less, by the strength of the said registered Deed of Conveyance, written in Bengali, being No. 4584 for the year 1964 and during peaceful enjoyment over the same by said Keshatra Mohan Chowdhury and Piyari Mohan Chowdhury, both since deceased, as the lawful joint owners thereof they have amicably partitioned their said property according to their possession and avoid future complications they have jointly executed one Deed of Partition, written in Bengali, on 5 August, 1964, which was duly registered in the office of the Sub Registrar of Alipore, 24 Pargans and recorded in Book No. 1, Volume no. 124 at pages from 28 to 31, being No 6186 for the year 1964. In the said Partition Deed said Keshatra Mohan Chowdhury, since deceased, introduced himself as First Party and his property having Bastu land measuring 2 Cottah 14 Chittaks more or less had been demarcated as LOT - A and delineated in RED colour in the Map or Plan annexed thereto together with right to use 12 feet wide Coommon Passage AND said Piyari Mohan Chowdhury since deceased, introduced himself as Second Party and his property having Bastu land measuring 3 Cottah 2 Chittaks more or less had been demarcated as LOT B and delineated in YELLOW colour in the Map or Plan annexed thereto thereto together with right to use 12 feet wide Coommon Passage AND WHEREAS as per terms of the said registered Deed of Partition dated 05.08.1964 said Piyari Mohan Chowdhury, since deceased, got possession of the said Bastu land measuring 3 Cottah 2 Chittaks more or less in the portion of R.S. Dag No. 3, under R.S. Khatian No. 126 of Mouza Muradpur, Pargana Magura, J.L. No. 13, R.S. No. 192, Touzi No. 74-77-82, within the locality of Bama Charan Roy Road, under the then South Suburban Municipality now The Kolkata Municipal Corporation (S. S. Unit), under Municipal Ward No. 121, P.S. Behala, now Kolkata 700034, District 24 Parganas now South 24 Parganas, West Bengal and during peaceful enjoyment over the same by said Piyari Mohan Chowdhury, since deceased, as the lawful sole owner thereof, he gifted his said property to his son Hirendra Lal Chowdhury, since deceased, by one. Deed of Gift, written in Bengali, executed on 12th may, 1980, which was duly registered in the office of the Sub Registrar of Alipore, 24 Pargans and recorded in Book No. 1 Volume no. 8p at pages from 86 to 89, being No. 2269 for the year 1980AND WHEREAS said Hirendra Lal Chowdhury, since deceased, became the lawfüt sale owner of said Bastu land measuring 3 Cottah 2 Chittaks more or less in the portion of R.S. Dag No. 3, under R.S. Khatian No. 126 of Mouza - Muradpur, Pargana Magura, JL No 13, RS. No. 192. Touzi No. 74-77-82, within the locality of Bansa Charan Roy Road, under the then South Suburban Municipality now The Kolkata Municipal Corporation (S. S. Unit), under Municipal Ward No. 121, P.S. - Behala, Kalikata

700034, District - 24 Parganas now South 24 Parganas, West Bengal, by the strength of the said registered Deed of Gift, written in Bengali, being No. 2269 for the year 1980 and thereafter he constructed one storied building measuring 860 Sq.ft. more or less over the said land consisting of Two Bed Rooms, One Drawing cum Dining Room, One Kitchen, One Toilet & One Verandah including Stair & Stair case, finished with Cemented Flooring and subsequently he mutated his name in the then Calcutta Municipal Corporation (S.S. Unit) now the Kolkata Municipal Corporation (S.S. Unit) in respect of his said property and after the said Mutation his said property had been known, numbered and distinguished as being Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, under Municipal ward No. 121, corresponding to address 206/3, Bama Charan Roy Road, P.S-Behala. Kolkata - 700034, District - 24 Parganas (South), West Bengal and he used to pay the Taxes regularly before the said Municipal office in respect of his said property as the lawful sole owner thereof. AND WHEREAS during peaceful enjoyment over the said Bastu land measuring 3 Cottahs 2 Chittaks more or less together one storied building standing thereon at being Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessce No.41-121-01-0015-9, within the limits of the then Calcutta Municipal Corporation (S.S Unit) now the Kolkata Municipal Corporation (S.S. Unit) under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. Behala, Kolkata 700034, District-24 Parganas (South), West Bengal, by said Hirendra Lal Chowdhury, since deceased, as the lawful sole owner thereof, he died intestate on 28.11.2020 leaving behind his surviving his one son Sri Subrata Chowdhury and one married daughter Smt Sima Dutta, wife of Sri Pradip Kanti Dutta and one son-in-law Sri Amar Krishna Dey, husband of predeceased daughter Alpana Dey and two married granddaughter Smt Angana De, wife of Sri Subhas Chandra Karmakar & Sri Ananya De, wife of Sri Prashant Mukherjee, both are daughter of predeceased daughter Alpana De, as his legal heirs and successors to inherit his entire estate including the said Municipal Premises having undivided share thereof, according to Hindu School of Law. The wife of said Hirendra Lal Chowdhury, named Ruby Chowdhury predeceased him on 20.05.1995 and his daughter Alpana Dey also predeceased him on 19.02.2007AND WHEREAS after demise of said Hirendra Lal Chowdhury, his legi Devk mumnly 1) Sri Subrata Chowdhury and 2) Smt. Sima Dutta, became the lawful owner the undivided 1/3 share each and said 1) Sri Amar Krishna Dey, 2) Smt. Angana De 31 Smt. Ananya De, became the lawful owner of the undivided 1/9 share each of the Said ALL THAT piece and parcel of one demarcated and separated plot of Bastu land measuring 3 Cottahs 2 Chittaks more or less together one storied building standing thereon having an area of 860 Sq.ft. more or less, in the portion of R.S Dag No. 3, under RS Khatian No. 126 of Mouza Muradpur, Pargana Magura, J.L No 13, R.S. No 192. Toum No. 74-77-82, within the limits of the Kolkata Municipal Corporation (2.8 Unit at being Municipal Premises No. 15. Bama

Charan Roy Road, vide Munuspal Asseter No.41 121-01-0015-9, under Municipal Ward No. 121. corresponding to mailing address 206/3, Bama Charan Roy Road. P.S. Behala, Kolkata - 700034, District 24 Parganas (South), West Bengal and subsequently they mutated their names in the office of the said Kolkata Municipal Corporation (S.S Unit) in respect of the said Municipal Premises No. 15. Bama Charan Roy Road and after the said mutation their names had been recorded as Municipal Assessee No. Assessee No. 41-121-01-00159 under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. Behala, Kolkata 700034, District 24 Parganas (South), West Bengal and they also mutated their names in the office of the BL & LRO' in respect of their said Buatu Land and after the said mutation their said land had been recorded as being L.R. Dag No. 5, under L.R. Khatian No. 6825 in the name of Sri Subrata Chowdhury. LR.. Khatian No. 6826 in the name of Smt. Sima Dutta, L.R. Khatian No. 6827 in the name of Sri Amar Krishna Dey, L.R. Khatian No. 6828 in the name of Smt. Angana De & L.R. Khatian No. 6829 in the name of Ananya De and they used to pay the taxes and rents regularly before the concern offices as the lawful joint owners thereof.

AND WHEREAS during peaceful enjoyment over the said ALL THAT piece and parcel of one demarcated and separated plot of Bastu land measuring 3 Cottahs 2 Chittaks more or less together one storied building standing thereon having an area of 860 Sq.ft. more or less, in the portion of R.S. Dag No. 3, under R.S. Khatian No. 126 and L.R. Dag No. 5 under L.R. Dag Nos. 6825 to 6829, of Mouza Muradpur, Pargana Magura, J.L. No. 13, R.S. No. 192, Touzi No. 74-77-82, within the limits of the Kolkata Municipal Corporation (S.S. Unit) at being Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S - Behala, Kolkata.700034, District 24 Parganas (South), West Bengal, by said 1) Sri Subrata Chowdhury and 2) Smt. Sima Dutta, having lawful owner of the undivided 1/3 share each and said 1) Sri Amar Krishna Dey, 2) Smt. Angana De & 3) Smt. Ananya De, having lawful owner of the undivided 1/9 share each, said Smt. Ananya de gifted her undivided 1/9 share of the said property ie. Le. undivided Bastu land measuring 5 Chittaks 25 Sq.ft. more or less together with undivided 95.5 Sq.ft. more or less area of the said one Storied Building standing thereon, of the said Municipal Premises of the First Schedule property, to her Younger Sister Smt. Angana De, by one Deed of Gift executed on 21072024, which was duly registered on 31.07.2024 in the office of the Additional District Sub Registrar of Behala, South 24 Pargans and recorded in Book No. 1, Volume No. 1607-2024, being No. 16070672-0 for the year 2024AND WHEREAS now said 1) Sri Subrata Chowdhury and 2) Smt. Sima Dutta, being the lawful owner of the undivided 1/3rd share each and said 3 Sri Amar Krishna Dey being the lawful owner of the undivided 1/9th share & 4) Smt. Angana De being the lawful owner of the undivided 2/9th share each, are jointly possessing and enjoying

the said ALL THAT piece and parcel of one demarcated and separated plot of Bastu land measuring 3 Cottahs 2 Chittaks more or less together one storied building standing thereon having an area of 860 Sq.ft. more or less consisting of Two Bed Rooms, One Drawing cum Dining Room, One Kitchen, One Toilet & One Verandah including Stair Stair case, finished with Cemerited Flooring, in the portion of R.S. Dag No. 3, under R.S. Khatian No 126 and L.R. Dag No. 5 under L.R. Dag Nos. 6825 to 6829, of Mouza Muradpur. Pargana - Magura, J.L. No. 13, R.S. No. 192, Touzi No. 74-77-82, within the limits of the Kolkata Municipal Corporation (S.S. Unit) at being Municipal Premises No. 15. Bama Charan Roy Road, vide Municipal Assessee No.41 121-01-0015-9, under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road. PS-Behala, Kolkata-700034, District-24 Parganas (South), West Bengal, with all amenities and facilities thereto, having right to use Southern side 12' wide K.M.C Road, for free ingress and egress together with all rights of easements, quasi-casements all appurtenances thereto without any interruption by anybody by any means by any way, for the sake of brevity it is to be hereinafter called and referred to as "the SAID PROPERTY which is morefully described and written in the FIRST SCHEDULE hereunder AND WHEREAS said 1) Sri Subrata Chowdhury, 2) Smt. Sima Dutta, 3) Siri Amar Enishna Dey, & 4) Smt. Angana De, the Owners herein, being the lawful joint Gamers of the said Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Ausser No 41-121-01-0015-9, under Municipal Ward No. 121, corresponding to maling addrew 206/3. Bama Charan Roy Road, P.S. Behala, Kolkata - 700034District - 24 Parganas (South). West Bengal, they jointly desire to exploit their said property cummercially by way of development after demolishing the existing structure starsding thereon and as such they were in search one Developer for the same due to their lack of fund and knowledge for construction. AND WHEREAS knowing the said intention of the Owners herein. "A.B. CONSTRUCTION" the Developer herein, approached to the Owners herein through its Partners namely 1) Sri Amit Kumar Jha & 2) Sri Birendra Singh, to develop their said Property after offering their terms and conditions mentioned hereto being satisfied regarding the free and marketable title of the said property belongs to the Owners herein as per their allocation and relying upon all the documents, deeds, affidavits etc. supplied by the Owners herein as per requisition of the Developer herein in respect of the said property AND WHEREAS being satisfied with the reputation and credentialed of the Developer herein by the Owners herein, they jointly decided and nominated the Developer herein to develop their said property by raising Multistoried Building thereon after demolishing the old structure standing thereon in the said land at the said Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessee No.41 121-01-0015-9, under Municipal Ward No. 121, corresponding to mailing address 206/3. Bama Charan Roy Road, P.S - Behala, Kolkata - 700034, District - 24 Parganas (South), West Bengal, consisting of different types of Flats, Car Parking Spaces and

Spaces etc with common amenities and facilities would to be available thereto as per plan to be sanctioned by the office of The Kolkata Municipal Corporation in respect of the said land at the said Municipal Premises on the terms and conditions hereunder written.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the consideration of the said total sum of Rs. ..../- (Rupees ....) only, the true and lawful money of the Union of India paid by the Purchasers to the Owner, for proportionate share of land and cost of construction of the said building, on or before the execution of these present and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers of self-contained residential Flat in complete and finished condition. The Vendors/Developer both hereby grant, transfer, convey, sell, assigns and assure to and unto and in favour of the Purchasers, free from all sorts of encumbrances **ALL THAT** the finished self contained Flat, measuring a bit more or less ..... (.....) sq.ft. super built up area together with half the depth in the floor and the roof of the said unit measuring ..... (.....) sq.ft. more or less including together with common right to use lift and stair up to roof and all ways, paths, passages and common enjoyment of the roof of the building at the absolute exclusion of any right and authority both of the Owners/Vendors/Developer to construct any further floor or floors on the present roof, drains, water courses, water reservoir on the ground floors, electric motor pump, meter room, overhead water tanks on the roof of the said building and all water pipe lines connected with the said building from the water reservoir and tanks and sewer line and other pipe lines etc. together with undivided proportionate share of right, title and interest on land and other right, liberties, easements, appendages, appurtenances and estate right, title, interest, property, claim whatsoever of the Vendors and the Developer/Attorney in the said Flat and a , free from all sorts of encumbrances to hold the same absolutely and forever situate, lying at, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and delineated in the **PLAN** or **MAP** annexed hereto, bordered in **RED** **verges**, hereinafter referred to as the "said Flat and a " **AND** all the estate, right, title, interest, inheritance use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and the Developer in and upon the said Flat to be used by the Purchasers for their residential purposes, hereby granted sold, transferred, conveyed, assigned and or intended so to be and also to the production of and or inspection for all lawful purposes upon payment of all costs and expenses there upon, reasonable notice of all deeds, paths, muniments, writings and evidence of title whatsoever relating to or concerning the said Flat, at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendors and the Developer **TO HAVE** **AND TO HOLD** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use,

trust or other thing whatsoever to alter defect, encumber or make void the said, and the Vendors and Developer/Attorney doth hereby covenant with the Purchasers that notwithstanding any acts, deeds, matter, assurances or thing whatsoever made, done, executed, occasioned or suffered to the contrary, Vendors/Developer are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Flat and the said here by granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect in indefeasible estate or inheritance in fee simple in possession without any manner of hindrance lawful eviction, interruption claim or demand whatsoever from or by the Vendors /Developer any person or persons lawfully or equitably claiming or to claim from, under or in trust for the Vendors and the right and privileges as to the restriction hereunder and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharges or otherwise by the Vendors well and sufficiently saved, defended, keep harmless and indemnified of and from and against all the manner of former or other estate, encumbrances, claim, demands, charges, liens, lispendence, debts and attachments, whatsoever had made done executed, occasioned or suffered by the Vendors and the Attorney or any person or to claim from, under or in trust for the Vendors and Developer/Attorney and that free and clear and freely and clearly and absolutely acquitted, executed, discharged or otherwise by the Vendors or the Developer/Attorney well and sufficiently saved defended kept harmless and indemnified of other estate, right, title, lease, mortgage, charges, trusts, wakf, debtor, attachments, executions, lispendenses, claim, demand and encumbrances, whatsoever made done occasional or equitably claiming or to claim by from through under or in trust for the Vendors and **FURTHER THAT** the Vendors and all persons having or lawfully claiming and estate, right, title, interest whatsoever in the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at their request and cost of the Purchasers do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said Flat and the said hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said hereby granted, sold transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid shall or may be reasonably required and that the Purchasers hereby covenant with the Vendors/Developer that the Purchasers will and shall maintain the Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially effect the other floors and flat **AND** the Vendors/Developer have now in themselves good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and the said hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and all times hereafter peaceably and quietly hold, use, possess and enjoy the said Flat and the said hereby granted, sold, transferred, conveyed,

assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and Attorney or other Co-Owners of the said Building and that they will pay their share or rates and taxes proportionately, relating to the said building until separation and mutation is effected in respect of the said Flat and the said and the separate assessment is made thereby and shall always pay the rates of maintenance charges for the expenditures of the common parts of the Building as will be reasonably assessed by the building committee and/or Owners' Association and that they will and shall not incur, cut, damages any of the main walls, roofs, common stair case, common passage and or common sewers so as to cause damages to the said Ground Plus Three Storied Building with Lift facility and or the said premises and further that the Purchasers shall and will bear jointly with the other Flat/Space Owner or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage, and or common sewers and further that Purchasers shall and will bear jointly with the other Flat Owners or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage and common sewers and common parts of the building as mentioned earlier **AND THAT** the Vendors /Developer and the Purchasers hereby had agreed with each other that the Purchasers shall be entitled to enjoy and install electric meter on one of their own name for the aforesaid Flat in the meter room at their own costs and also telephone and cable connection separately in the said Flat and that the water supply shall be from the over head water reservoir of the roof and the water will be lifted from the Ground Floor water tank connected with water, of the said building and the Purchasers shall share the pro-rata costs or electricity charges and or generators costs if installed, with other co-owners of the other Flats and or tenants of the said building and that the stair case/lift leading to the said flat from the Ground Floor up to roof and the passage for ingress and egress from the road to the building and to the stair case/lift shall be used by the Purchasers and or their men, agents, servants etc. commonly with the other co-owners and or tenants of the said building and that the Developer/Attorney shall render all possible help and co-operation to the Purchasers for the purpose of mutation of the Purchasers' name jointly in the Assessment Record of the Kolkata Municipal Corporation concerning the said Flat and the said of the Purchasers in proportion of the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoings payable in respect of the said premises directly to the authorities concerned and the said rates and taxes etc. and the Purchasers shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoing payable in respect of the said premises directly to the authorities concerned and that the said rates and taxes etc. and the Purchasers shall also entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed, subject to the terms herein contained to any person or persons without the consent of the Vendors/Developer/Attorney or any other Co-Owners who may have acquired before and whom may hereafter acquire any right title and

interest acquired by the Purchaser or Purchasers under the terms these presents and that the Purchasers' undivided interest in the soil as more fully described in the **FIRST SCHEDULE** hereunder written shall remain common for all times to come that is to say that the Purchasers shall become Co-Owners and Co-Sharers for all times to come in respect of the soil and or ground of the said building proportionately with the other co-owners who may hereafter or heretofore have acquire right title and interest in the soil of the said premises. The Purchasers shall abide by the rules and regulations of the committee of the building.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of one demarcated and separated plot of Bastu land measuring 3 Cottahs 2 Chittaks more or less together of R.S. Dag No. 3, under R.S. Khatian No. 126 and L.R. Dag No. 5 under L.R. Dag Nos. 6825 to 6829, of Mouza Muradpur, Pargana - Magura, J.L. No. 13, R.S. No. 192, Touzi No. 74-77-82, within the limits of the Kolkata Municipal Corporation (S.S. Unit) at being Municipal Premises No. 15. Bana Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, under Municipal Ward No. 121, corresponding to mailing address 206/3, Bana Charan Roy Road, P.S. Behala, Kolkata 700034, District 24 Parganas (South), West Bengal with all amenities and facilities thereto, having right to use Southern side 12' wide K.M.C. Road, for free ingress and egress together with all rights of easements, quasi-casements, all appurtenances thereto without any interruption by anybody by any means by any way which is butted and bounded as follows:-

On the North :: Property of Binoy Krishna Das,  
 ON THE EAST : Property of Keshtra Mohan Chowdhury  
 ON THE WEST : Property of Birla & Co.  
 ON THE SOUTH : 12'-0"Feet wide K.M.C. Road

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(THE FLAT AND SOLD IN FAVOUR OF  
 THE PURCHASERS)**

**ALL THAT** ..... of self- contained residential Flat being No. .... on the ..... Floor, ..... side, measuring about ..... sq.ft. more or less carpet area up area, comprising of together with the undivided proportionate share and interest in the land underneath the said building and all common rights over the common areas and facilities at Municipal Premises and

the said Flat and the said are delineated and demarcated in the PLAN or MAP annexed herewith and colour with **RED border**, which will be treated as part of this Indenture.

**THE THIRD SCHEDULE**  
**(COMMON AREA AND FACILITIES)**

- a.** The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b.** The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, entrance and exists of the building.
- c.** The easements and wards.
- d.** Installation of common services such as powers, lights, water, sewerage etc.
- e.** Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f.** All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g.** Boundary walls.
- h.** Electric meter, pump and switches fixed in the common areas.

**THE FOURTH SCHEDULE**  
**(DESCRIPTION OF THE COMMON EXPENSES)**

1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
2. All charges and deposits for suppliers of common utilities to the Owners in common.
3. Proportionate share of Municipal Tax, water tax and other levis in respect of the land and building save those separately assessed of the Purchasers' Unit.
4. Proportionate share of insurance premium for insuring the Building.
5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
6. Electricity charges for the electrical energy, consumed for the operation of the common service.
7. Costs of maintenances, repairs and replacements of common Installations.

8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.

9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Purchasers in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

#### **THE FIFTH SCHEDULE**

##### **(OTHER RULES AND REGULATIONS)**

- a) The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and or the common parts of the building and roof and or in respect of the common service and utilities therein.
- b) The Owners' Association shall have the power and authority to such rules and regulations for the common purposes as may be the other or the Association may consider reasonable but not inconsistent with the provisions of the W.B. Apartment Ownership Act, 1972 and the Purchasers shall abide by the same.
- c) The Purchasers shall become members of the Association and shall apart from paying proportionately all costs and expenses relating thereto, sign such forms, papers, documents, memorandums articles, declarations, constitution, rules and regulation as may be necessary and reasonably required for the purpose.
- d) The Purchasers cannot do additions or alterations or constructions of permanent nature in the outside of the said flats or any part thereof which will effect the structure and/or of the building.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hand and signature to these presents on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

**Presence of:-**

**WITNESSES:-**

**1.**

-----  
**(SIGNATURE OF THE OWNERS/VENDORS)**

**2.**

-----  
**(SIGNATURE OF THE PURCHASERS)**

.....  
**(SIGNATURE OF THE BUILDER/  
DEVELOPER/ATTORNEY)**

**Drafted and Prepared By**

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchasers the within mentioned sum of Rs. ..../- (Rupees ..... ) only, as full and final consideration money of the Flat and the of this Deed, as per following Memo:-

**MEMO:-**

(RUPEES ) ONLY.

.....  
Rs.

**WITNESSES:-**

1.

---

**SIGNATURE OF THE**

2.

**OWNER/DEVELOPER**

