

DEED OF CONVEYANCE

THIS INDENTURE made this.....day of.....Two Thousand and Twenty Six ;

SRI RAJDEEP GUPTA having PAN – AIIPG2030L and Aadhaar No. 6780 5580 9850, son of Late Sujit Kumar Gupta, by faith Hindu, by Nationality Indian, by Occupation Service, residing at 49B, Goyala Para Road, Ramkrishna Sarani, P.O. Parnasree, P.S. Behala now Parnasree, Kolkata – 700060, Dist. South 24-Parganas, represented by his constituted Attorney namely **SRI JISHU BASU** having PAN- **AWKPB8201C** and Aadhaar No. 5001 5064 1271, son of Late Promod Ranjan Basu, by faith Hindu, by Nationality Indian, by Occupation-Business, residing at 74/4, Becharam Chatterjee Road, P.O. Behala, P.S. Behala now Parnasree, Kolkata-700034, Dist. South 24-Parganas, sole Proprietor of **M/S. JISHU BASU**, a proprietorship Firm, having its Office at 74/4, Becharam Chatterjee Road, P.O. Behala, P.S. Behala now Parnasree, Kolkata-700034, Dist. South 24-Parganas, duly appointed by a Development Power of Attorney dated 18th day of September, 2023, registered at the Office of A.D.S.R. Behala and recorded in Book No. I, Volume No. 1607-2023, Pages from 332497 to 332516, Being No. 160711190, for the year 2023, hereinafter referred to as the **VENDOR** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART** :

AND

M/S. JISHU BASU, a proprietorship Firm, having its Office at 74/4, Becharam Chatterjee Road, P.O. Behala, P.S. Behala now Parnasree, Kolkata-700034, Dist. South 24-Parganas, represented by its Proprietor **SRI JISHU BASU** having PAN- **AWKPB8201C** and Aadhaar No. 5001 5064 1271, son of Late Promod Ranjan Basu, by faith Hindu, by Nationality Indian, by Occupation-Business, residing at 74/4, Becharam Chatterjee Road, P.O. Behala, P.S. Behala now Parnasree, Kolkata-700034, Dist. South 24-Parganas, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its proprietor, his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART** :

AND

....., son of, by faith Hindu, by Nationality Indian, by Occupationresiding at

....., hereinafter referred to as the **PURCHASER** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART** :

WHEREAS by a Deed of Sale (Kowala) registered at the Office of Sub-Registrar, Alipore Sadar and recorded in Book No. I, Volume No. 87, Pages from 244 to 250, being No. 5789, for the year 1959, one Smt. Sunity Biswas, since deceased, purchased **ALL THAT** piece and parcel of Danga Land measuring 7 Cottahs 14 Chittaks 1 sq.ft. more or less being Scheme Plot No. 15, lying and situate at Mouza – Behala, J.L. No. 2, Pargana – Balia, R.S. No. 83, under Touzi No. 351 comprising Dag Nos. 6790, 6791, 6792 under C.S. Khatian Nos. 2430 and 2433 and under R.S. Khatian Nos. 3500 and 3501, previously under South Suburban Municipality now lying within the limits of the Kolkata Municipal Corporation (S.S. Unit) Ward No. 130, P.S. Behala now Parnasree, Sub-Registry Office at present A.D.S.R. Office Behala, District : 24-Parganas since South 24-Parganas, from its the then rightful Owners 1. Sri Sudhir Lal Seal and 2. Sri Sankar Lal Seal, for a valuable consideration therein mentioned.

AND WHEREAS thus the said Sunity Biswas, since deceased became the absolute owner of the said land/Property and got her name recorded/mutated with the appropriate Authority concerned after raising a dwelling house thereon and enjoyed the same exercising all rights of ownership thereto and free from all encumbrances.

AND WHEREAS thereafter said Sunity Biswas died intestate on 06.08.1977 leaving behind her husband Debendra Nath Biswas, since deceased, three sons namely 1. Sri Rabindra Nath Biswas, 2. Sri Probir Kumar Biswas and 3. Sri Subir Biswas and three daughters namely 1. Smt. Sangita Biswas alias Hena Biswas, wife of Late Kashinath Biswas, 2. Smt. Rita Pramanik, wife of Sri Bhutnath Pramanik and 3. Smt. Nita Das, wife of Sri Monish das, as her only legal heirs.

AND WHEREAS thereafter the said Debendra Nath Biswas died intestate on 17.08.1996 leaving behind his three sons namely 1. Sri Rabindra Nath Biswas, 2. Sri Probir Kumar Biswas and 3. Sri Subir Biswas and three daughters namely 1. Smt. Sangita Biswas alias Hena Biswas, wife of Late Kashinath Biswas, 2. Smt. Rita Pramanik, wife of Sri Bhutnath Pramanik and 3. Smt. Nita Das, wife of Sri Monish Das, as his only legal heirs.

AND WHEREAS thus by virtue of inheritance said 1. Sri Rabindra Nath Biswas, 2. Sri Probir Kumar Biswas and 3. Sri Subir Biswas and said 1. Smt. Sangita Biswas alias Hena Biswas, 2. Smt. Rita Pramanik, and 3. Smt. Nita Das, jointly acquired right, title and interest in respect of the said piece and parcel of Land measuring 7 Cottahs 14 Chittaks 1 sq.ft. more or less being Scheme Plot No. 15, together with a Single Storied Building standing thereon lying and situate at Mouza – Behala, J.L. No. 2, Pargana – Balia, R.S. No. 83, under Touzi No. 351 comprising Dag Nos. 6790, 6791, 6792 under C.S. Khatian No. 2430 and 2433 under R.S. Khatian Nos. 3500 and 3501, now lying within the limits of the Kolkata Municipal Corporation (S.S. Unit) Ward No. 130, P.S. Behala now Parnasree, Kolkata-700034, A.D.S.R. Office Behala, Dist. South 24-Parganas and also got their names jointly recorded/mutated in respect of the said Property in the Office of the Kolkata Municipal Corporation Ward No. 130 being Premises No. 316, Becharam Chatterjee Road and its Assessee No. 411300206236, P.S. Behala now Parnasree, Kolkata-700034 and paid taxes and other outgoings in respect thereof to the said Authority concerned.

AND WHEREAS thereafter said 1. Sri Rabindra Nath Biswas, 2. Sri Probir Kumar Biswas and 3. Sri Subir Biswas and said 1. Smt. Sangita Biswas alias Hena Biswas, 2. Smt. Rita Pramanik, and 3. Smt. Nita Das, jointly by a registered Deed of Conveyance dated 10th day of July, 2006 registered at the Office of Additional Registrar of Assurances – I, Kolkata and recorded in Book No. I, Volume No. 1, Pages from 1 to 14, Being No. 190110291, for the year 2006, sold, transferred and conveyed **ALL THAT** piece and parcel of Land measuring 4 Cottahs more or less out of said 7 Cottahs 14 Chittaks 1 Sq.ft. more or less, unto and in favour of Sri Rajdeep Gupta, the Vendor herein.

AND WHEREAS thus the Vendor herein became the absolute owner of the said piece and parcel of land measuring 4 Cottahs more or less and got his name recorded/mutated in respect thereof in the records of the Kolkata Municipal Corporation Ward No. 130 being Premises No. 316A, Becharam Chatterjee Road and its Assessee No. 411300213368, P.S. Behala now Parnasree, Kolkata – 700034.

AND WHEREAS thus the Vendor herein lawfully seized and possessed of or otherwise well and sufficiently entitled to the said piece and parcel of Land measuring 4 Cottahs more or less together with a Tile Shed Structure measuring 100 sq.ft. now standing thereon lying and situate at Mouza – Behala, J.L. No. 2, Pargana – Balia, R.S. No. 83, under Touzi No. 351 comprising Dag Nos. 6790, 6791, 6792 under C.S. Khatian No.

2430 and 2433 under R.S. Khatian Nos. 3500 and 3501, within the limits of the Kolkata Municipal Corporation Ward No. 130 being Premises No. 316A, Becharam Chatterjee Road and its Assessee No. 411300213368, P.S. Behala now Parnasree, Kolkata – 700034, A.D.S.R. Office Behala, Dist. South 24-Parganas **WITH** all sorts of easement thereto, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS with a view to develop the said Property, the Vendor herein by a Development Agreement dated 19th day of May, 2023 registered at the Office of A.D.S.R. Behala and recorded in Book No. I, Volume No. 1607-2023, Pages from 332268 to 332301, Being No. 160711181, for the year 2023 entered into a contract or agreement with the Developer/Confirming Party herein namely **M/S. JISHU BASU**, a proprietorship Firm, having its Office at 74/4, Becharam Chatterjee Road, P.O. Behala, P.S. Behala now Parnasree, Kolkata-700034, Dist. South 24-Parganas, represented by its Proprietor **SRI JISHU BASU**, son of Late Promod Ranjan Basu, by faith Hindu, by Occupation-Business, residing at 74/4, Becharam Chatterjee Road, P.O. Behala, P.S. Behala now Parnasree, Kolkata-700034, Dist. South 24-Parganas, for development of the said Property by constructing a New Multi-Storied Building as per sanctioned Building Plan to be sanctioned by the Kolkata Municipal Corporation and at the costs, expenses, efforts, risks, supervision and administration of the Developer/Confirming Party herein subject to the terms, conditions, stipulations and allocation of the parties, fully mentioned in the said Development Agreement.

AND WHEREAS in terms of the said Development Agreement, the Vendor herein by a Development Power of Attorney on the same date i.e. on 18th day of September, 2023 registered at the Office of A.D.S.R. Behala and recorded in Book No. I, Volume No. 1607-2023, Pages from 332497 to 332516, Being No. 160711190, for the year 2023, appointed the said **SRI JISHU BASU**, son of Late Promod Ranjan Basu, by faith Hindu, by Occupation-Business, residing at 74/4, Becharam Chatterjee Road, P.O. Behala, P.S. Behala now Parnasree, Kolkata-700034, Dist. South 24-Parganas, sole proprietor of **M/S. JISHU BASU**, a proprietorship Firm, having its Office at 74/4, Becharam Chatterjee Road, P.O. Behala, P.S. Behala now Parnasree, Kolkata-700034, Dist. South 24-Parganas, as their constituted Attorney, to look after, supervise, conduct and administer all the affairs of the said Property, to obtain sanctioned Building Plan from the Kolkata Municipal Corporation, to construct a Ground Plus Three Storied Building, to sell, transfer and convey the Flats, Car Parking Spaces, if any and other constructed areas, if any under Developer's Allocation or any part thereof and for such sale

to enter into any Agreement for Sale/s with any intending buyer/s in respect of Developer's Allocation or any part thereof and sign and execute the same, to receive advance and/or earnest money and grant valid receipt thereof, to sign, execute, register, present and admit the Deed of Conveyance/s in respect of Developer's Allocation or any part thereof on receipt of balance and/or full consideration money and to do all other acts, deeds and things as fully mentioned therein.

AND WHEREAS thereafter the Developer/Confirming Party caused the said land mutated in the name of the Vendor herein in the records of B.L. & L.R.O. and the said land has been recorded in the name of the Vendor herein in L.R. Khatian No. 11089 of L.R. Dag Nos. 9402, 9421 & 9422 of said Mouza – Behala and also converted the said land from Danga to Bastu vide Memo No. 17/2949/BLLRO/Kol date : 12.09.2024.

AND WHEREAS in terms of the said Development Agreement by dint of the said Development Power of Attorney, the said Sri Jishu Basu, sole Proprietor of **M/S. JISHU BASU**, as the constituted Attorney of the Vendor herein obtained a sanctioned Building Plan being Building Permit No. 2025140101 dt. 05.08.2025, for construction of a Ground Plus Three Storied Residential Building at the said Premises No. 316A, Becharam Chatterjee Road, P.S. Behala now Parnasree, Kolkata – 700034.

AND WHEREAS in terms of the said Development Agreement, as per the said sanctioned Building Plan and by dint of the said Development Power of Attorney, the Developer/Confirming Party herein started construction of the said Ground Plus Three Storied Residential Building at the said Premises No. 316A, Becharam Chatterjee Road, P.S. Behala now Parnasree, Kolkata – 700034.

AND WHEREAS it has clearly been mentioned in the said Development Agreement that the Owner's Allocation is :

One Flat measuring 600 sq.ft. built up area at the North-East side on the Third Floor/Top Floor ;

Of the said Ground Plus Three Storied Building to be constructed at the said plot of land **TOGETHER WITH** undivided impartible proportionate share of land comprised in the said Premises No. 316A, Becharam Chatterjee Road, P.S. Behala now Parnasree, Kolkata – 700034, within the limits of the Kolkata Municipal Corporation Ward No. 130, A.D.S.R. Office Behala, District : South 24-Parganas **WITH** right to use & enjoy the common areas, common parts, installations, facilities and amenities of the said Building & premises as fully

mentioned in the Fourth Schedule hereunder written along with a sum of Rs. 96,00,000/- (Rupees Ninety Six Lakhs) only.

AND WHEREAS it has also clearly been mentioned in the said Development Agreement that the Developer's Allocation is :

- a. Entire Ground Floor ;
- b. Entire First Floor ;
- c. Entire Second Floor ;
- d. The remaining Flat/s and/other constructed areas on the Third Floor/Top Floor ;

Of the said Ground Plus Three Storied Building to be constructed at the said plot of land **TOGETHER WITH** undivided impartible proportionate share of land comprised in the said Premises No. 316A, Becharam Chatterjee Road, P.S. Behala now Parnasree, Kolkata – 700034, within the limits of the Kolkata Municipal Corporation Ward No. 130, A.D.S.R. Office Behala, District : South 24-Parganas **WITH** right to use & enjoy the common areas, common parts, installations, facilities and amenities of the said Building & premises as fully mentioned in the Fourth Schedule hereunder written.

AND WHEREAS the Purchaser herein in need of residential accommodation approached the Developer/Confirming Party herein to acquire and purchase one Flat and the Developer/Confirming Party out of its/his Allocation, agreed to sell one Flat measuring sq.ft. more or less Super Built up area at the side on the Floor **AND** one Car Parking Space measuring sq.ft. on the Ground Floor, of the said Ground Plus Three Storied Residential Building **TOGETHER WITH** undivided impartible proportionate share of land comprised in the said Premises, fully described in the Second Schedule hereunder written **WITH** right to use and enjoy the common areas, common parts, installations, facilities & amenities of the said Building & Premises fully described in the Third Schedule hereunder written subject to the payment of Common Expenses proportionately fully described in the Fourth Schedule hereunder written, free from all encumbrances, at or for a total consideration of Rs. (Rupees) only and the Purchaser herein agreed to purchase the said Flat and Car Parking Space at the said consideration and thereafter the Vendor herein (represented by his said constituted Attorney namely Sri Jishu Basu, sole Proprietor of **M/S. JISHU BASU**) and the Developer/Confirming Party herein namely **M/S. JISHU BASU**, a sole Proprietorship firm, having its Office at 74/4,

Becharam Chatterjee Road, P.O. Behala, P.S. Behala now Parnasree, Kolkata – 700034, Dist. South 24-Parganas, represented by its sole Proprietor **SRI JISHU BASU**, son of Late Promod Ranjan Basu, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 74/4, Becharam Chatterjee Road, P.O. Behala, P.S. Behala now Parnasree, Kolkata – 700034, Dist. South 24-Parganas by executing an Agreement for Sale dated entered into a contract or agreement with the Purchaser herein for sale and transfer of the said Flat and Car Parking Space, fully mentioned in the Second Schedule hereunder written and the Developer/Confirming Party herein received from the Purchaser herein a sum of Rs.(Rupees) only as earnest money and/or advance and/or part consideration money, the receipt of which fully mentioned in the Memo of said Agreement for Sale and also mentioned in the Memo of Consideration hereunder written, subject to certain terms and conditions as fully mentioned therein.

AND WHEREAS in terms of the said Development Agreement, as per the said sanctioned Building Plan and by dint of the said Development Power of Attorney, the Developer/Confirming Party herein completed the construction of the said Ground Plus Three Storied Residential Building no named as **MAYABINI** at the said Premises No. 316A, Becharam Chatterjee Road, P.S. Behala now Parnasree, Kolkata – 700034, the description of the land and Building, fully described in the First Schedule hereunder written.

AND WHEREAS the Purchaser herein also paid the balance of the consideration money on and before the execution of these presents and as per Memo of consideration hereunder written unto and in favour of the Developer/Confirming Party herein and now the Purchaser herein requested the Vendor and the Developer/Confirming Party herein to execute and register a Deed of Conveyance in respect of the said Flat and Car Parking Space, fully described in the Second Schedule hereunder written in favour of the Purchaser herein to which the Vendor and the Developer /Confirming Party herein agreed.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs..... (Rupees) only out of which a sum of Rs.(Rupees) only has already been paid by the Purchaser to the Developer/Confirming Party at the time of the execution of the said Agreement for Sale dt. and balance amount of Rs.(Rupees) only also paid by the Purchaser to the Developer

/Confirming Party on and before the execution of these presents thus making a total amount of Rs.(Rupees) only well and truly paid by the Purchaser to the Developer/Confirming Party and as per Memo of Consideration hereunder written (the receipt whereof the Developer /Confirming Party doth hereby admit and acknowledge as per Memo hereunder written and of and from the Payment of the same and every part thereof the Developer/Confirming Party doth hereby acquit, release and forever discharge the said Purchaser as well as the said Flat and Car Parking Space of the said Building together with undivided impartible proportionate share or interest in the land comprised in the said Premises hereby sold) the Vendor and the Developer/Confirming Party do hereby grant, transfer, convey, sell, assure and assign unto the Purchaser **ALL THAT** one Flat now identified as Flat No..... measuring sq.ft. more or less super built up area consisting of Two Bedrooms, One Dining/Kitchen, One Toilet, one W.C. and one Balcony/Verandah, at the side on the Floor **A N D** one Car Parking Space measuring.....sq.ft. at the.....side on the Ground Floor, of the said Ground Plus Three Storied Residential Building now named as **MAYABINI TOGETHER WITH** undivided impartible proportionate share of land comprised in the said Premises No. 316A, Becharam Chatterjee Road, P.S. Behala now Parnasree, Kolkata – 700034, within the limits of the Kolkata Municipal Corporation Ward No. 130, A.D.S.R. Office Behala, in the District of South 24-Parganas, more fully and particularly described in the Second Schedule hereunder written and delineated in the Maps or Plans annexed hereto and depicted by **RED** border lines **WITH** right to use & enjoy the common areas, common parts, installations, facilities and amenities, fully described in the Third Schedule hereunder written **SUBJECT TO** the payment of proportionate share of Common Expenses, fully described in the Fourth Schedule hereunder written **OR HOWSOEVER OTHERWISE** the said Flat and Car Parking Space of the said Building together with undivided impartible proportionate share of land with common rights now are or is or at any time hereto before were or was situated, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all and singular other erections Walls, structures, fixtures, fittings, ground and sewers, drains, ways, paths, passages, watercourses, Septic Tank, Water Reservoirs, Lift, lights, rights, privileges, profits, benefits as fully mentioned in the Third Schedule hereunder written and the advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time heretofore were or was held,

used, occupied or enjoyed therewith or reputed to belong or to be appurtenant thereto and the reversion or reversions and the remainder or remainders and the rents, issues and profits thereof and the said Flat and Car Parking Space of the said Building together with undivided impartible proportionate share of land with common rights hereby granted, transferred, sold, conveyed, assigned or assured or intended so to be and every part thereof **AND** all the estate, right, title, interest, inheritance, use, trust, possession, property claim and demand whatsoever both at law and in equity of the Vendor into and upon the said Flat and Car Parking Space of the said Building together with undivided impartible proportionate share of land with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be **AND** all the deeds, pattahs, muniments, writings and evidences of title whatsoever relating to or concerning the same or any part thereof which now are or is or at any time heretofore were or was or may be in the custody, possession or power of the Vendor or any person or persons from whom the Vendor may or can procure the same without any action or suit **TO HAVE AND TO HOLD** the said Flat and Car Parking Space of the said Building together with undivided impartible proportionate share of land with common rights hereby granted, transferred, sold, conveyed, assigned and assured unto and to the use of the Purchaser absolutely forever and free from all encumbrances and the inheritance in fee simple in possession without any manner or condition, use, trust or other things whatsoever to alter, defeat, encumber, let or sub-let, sell or make void the same.

THE VENDOR AND THE DEVELOPER/CONFIRMING PARTY DO HEREBY COVENANT WITH THE PURCHASER as follows :

- a) The interest which the Vendor and the Developer/Confirming Party do hereby profess to transfer, subsists and that the Vendor and the Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, transfer, convey, assure and assign the said Flat and Car Parking Space of the said Building together with undivided impartible proportionate share or interest of and in the land and hereditaments comprised in the said Premises, staircases, Septic Tank, Water Reservoirs, Lift, corridors, electrical installations, electrical wiring, fixtures and fittings as aforesaid in the said Building hereby granted, conveyed, transferred, assigned and assured unto the said Purchaser in the manner aforesaid.

- b) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into, upon and enjoy the said Flat and Car Parking Space of the said Building together with undivided impartible proportionate share or interest in the land comprised in the said land, premises and to receive the rents, issues and profits thereof without any interruption, hindrance, claim, demand or disturbances whatsoever from or by the Vendor and the Developer/Confirming Party or any person or persons claiming through under or in trust for the Vendor and the Developer/Confirming Party.
- c) The said Flat and Car Parking Space of the said Building together with undivided impartible proportionate share or interest in the land comprised in the said Premises is free from all charges, encumbrances, liens, lispendens or any attachment whatsoever and that the said land, messuage and Premises is not subject to any litigation and there is no Case, suit or proceeding pending before any Court of Law against the said Premises.
- d) The Vendor and the Developer/Confirming Party shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser make, do and execute or cause to be made, done and executed all such further and other lawful and reasonable acts, deeds, matters and things whatsoever for better and more perfectly assuring and conveying the said Flat and Car Parking Space of the said Building together with undivided impartible proportionate share of land comprised in the said Premises unto the Purchaser in manner aforesaid as shall or may be reasonably required.

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER/CONFIRMING PARTY as follows :

- a) The Purchaser herein for the benefit of the said Building and other Units/Flats/Apartments/Car Parking Spaces /Other Spaces, if any and every part thereof doth hereby covenant with the Vendor and the Developer /Confirming Party and the owners of the other Units/Flats /Apartments /Car Parking Spaces/Other Spaces, if any comprised in the said Building that the Purchaser and all other persons deriving title under him will at all times hereafter observe the restrictions, obligations, rules and regulations and conditions of the

Association to be formed by and between the Purchaser and other Owners of Flats/Other Spaces, if any.

- b) The Purchaser shall hold, occupy, own and enjoy the said undivided proportionate and impartible share or interest of the land hereby sold and conveyed in common and inconsistent with the rights and interest of the Owners of other Undivided Shares in the said Premises and inconsistent with the rights of the Owners of the other Flats/Car Parking Spaces/Other Spaces, if any in the said Premises and all other persons lawfully entitled to and to use all areas, drains, sewers, water courses, Water Reservoirs, now exist or hereafter to be erected and installed in the said Premises and to pay proportionate share with the aforesaid Owners and other persons the cost of repairing and maintaining all such sewers, watercourses and to use the same as aforesaid and in accordance with the rules and regulations, bye-laws and terms and conditions of the Association/Society to be formed by and between the Purchaser and the Owners of other Flats/Other Spaces, if any.
- c) The Purchaser doth hereby covenant with the Vendor and the Developer/Confirming Party that the Purchaser shall at all times hereafter regularly and punctually pay or make payment of all Corporation taxes and other outgoings, cesses and impositions, duties, levies which may be imposed or become payable in respect of the said Flat and Car Parking Space of the said Building together with undivided impartible proportionate share of land hereby sold, transferred, conveyed, assured and assigned unto the said Purchaser.
- d) To keep the said Flat and Car Parking Space of the said Building together with undivided impartible proportionate share of land and other parts, sewers, drains, ditches, pipes, cables, wires, conduits, gutters and appurtenances in good and reasonable repair.
- e) To contribute and pay proportionate share of all expenses and outgoings to the Association/Society as fully mentioned in the Fourth Schedule hereunder written.
- f) To keep the said Flat and Car Parking Space of the said Building and other Parts, Walls, Sewers, drains, pipes and entrances exclusively serving the said Flat and Car Parking Space in good condition.
- g) The Purchaser shall become and remain a member of the Association or Society to be formed by and between the

Owners of the other Undivided Shares /Flats /Apartments /Other Spaces, if any in the said Premises and the Purchaser herein.

- h) The Purchaser shall observe and perform strictly the terms and conditions, bye-laws and rules and regulations of the Association/Society to be formed as aforesaid.

IT IS FURTHER AGREED BY AND BETWEEN THE VENDOR AND THE DEVELOPER/CONFIRMING PARTY AND THE PURCHASER as follows :

- a) That the undivided proportionate share in the land of the said Premises and the said Flat and Car Parking Space of the said Building hereby sold, transferred, conveyed, granted, assured and assigned unto and in favour of the Purchaser shall always remain impartible.
- b) The Purchaser shall be entitled to sell, transfer, gift or otherwise alienate the said Flat and Car Parking Space of the said Building together with undivided impartible proportionate share of land with common rights hereby granted, conveyed, transferred, assured and assigned unto the Purchaser to any person/persons without any consent of the Vendor and the Developer /Confirming Party or any other Flat Owners /Occupiers at any price or consideration the Purchaser in his absolute discretion shall think fit and proper.
- c) The Purchaser shall not throw or accumulate or allow to be thrown or accumulated any rubbish, tit bits, night soils or any refuse etc. in the common areas, passages, except the receptacle fixed for the same.
- d) The Purchaser shall not create or permit to be created any annoyance or disturbance to the peaceful living of other Flats/Units/Apartment Owners of the said Premises.
- e) That the Vendor and the Developer/Confirming Party further covenant with the Purchaser that if any dispute, claim, demand, litigation or case shall arise at any time in future regarding right, title, interest, possession of the Purchaser in respect of the Property mentioned in the Second Schedule hereunder written, in such event the Vendor and the Developer/Confirming Party shall be bound to make good or to compensate all losses, damages sustained by the Purchaser.
- f) That after this sale and transfer the Vendor and the Developer/Confirming Party including their respective heirs, executors, administrators, legal representatives and assigns

shall have no right, title, interest, share and possession in respect of the Property mentioned in the Second Schedule hereunder written.

- g) That the Purchaser shall have every right to mutate his name as owner and possessor in respect of the said Flat and Car Parking Space in the records of the Kolkata Municipal Corporation and other authorities concerned and in such event this Deed shall be treated as the full and final consent of the Vendor and the Developer/Confirming Party for the purpose of such mutation and assessment.
- h) That the Purchaser shall be liable to pay directly to the Kolkata Municipal Corporation or to any other legal authorities, competent authority in respect of the said Flat and Car Parking Space towards payment of taxes and other outgoings.
- i) That the Purchaser shall have full and absolute rights in common with other Co-owners of the said building in respect of proportionate share of common rights, common facilities and common amenities belonging to the said Building and Premises, fully described in the Third Schedule hereunder written.
- j) That the Purchaser shall have every right to use the common areas of the said Building & Premises for repairing, maintenance, white washing, painting, decorating, plastering, renovating, re-constructing the said Flat and Car Parking Space.
- k) That the Purchaser shall have every right to take electric Meter in his name from the appropriate authority concerned at the specified place of the said Building at the costs and expenses of the Purchaser.

FIRST SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of Land measuring 4 Cottahs more or less **TOGETHER WITH** a Ground Plus Three Storied Residential Building built and/or erected thereon now named as **MAYABINI** lying and situate at Mouza – Behala, J.L. No. 2, Pargana – Balia, R.S. No. 83, under Touzi No. 351 comprising Dag Nos. 6790, 6791, 6792 under C.S. Khatian No. 2430 and 2433 under R.S. Khatian Nos. 3500 and 3501, and L.R. Dag Nos. 9402, 9421 and 9422 under L.R. Khatian No. 11089, within the limits of the Kolkata Municipal Corporation Ward No. 130 being Premises No. 316A, Becharam Chatterjee Road and its Assessee No. 411300213368, P.S. Behala now Parnasree, Kolkata – 700034,

A.D.S.R. Office Behala, Dist. South 24-Parganas **WITH** all sorts of easement rights thereto, being butted and bounded by :

On the North : Premises No. 316, Becharam Chatterjee Road ;

On the South : By Postal Premises No. 131/3/5, Becharam Chatterjee Road ;

On the East : 16`ft. Wide K.M.C. Road ;

On the West : 317, Becharam Chatterjee Road ;

SECOND SCHEDULE REFERRED TO ABOVE

ALL THAT one Flat now identified as Flat No. measuring sq.ft. more or less Super built up area (Carpet Area of sq.ft. more or less and covered area of.....sq.ft. more or less – Tiles Floor) consisting of Two Bedrooms, One Dining/Kitchen, One Toilet, one W.C. and one Balcony/Verandah, at the side on the Floor **AND** one Car Parking Space measuring.....sq.ft. (cemented floor) at theside on the Ground Floor, of the said Ground Plus Three Storied Residential Building now named as **MAYABINI TOGETHER WITH** undivided impartible proportionate share of land mentioned in the First Schedule hereinabove lying and situate at and being Premises No. 316A, Becharam Chatterjee Road, P.S. Behala now Parnasree, Kolkata – 700034, within the limits of the Kolkata Municipal Corporation Ward No. 130, A.D.S.R. Office Behala, in the District of South 24-Parganas and the said Flat and Car Parking Space are delineated in the Maps or Plans annexed hereto and depicted by **RED** border lines.

THIRD SCHEDULE REFERRED TO ABOVE

(Common Areas, common parts, installations, facilities & amenities)

1. Open Space in and around the Building and side spaces.
2. Outer Walls of the Main Building.
3. Columns of the Main Building.
4. Surface drains, sewerage/drainage.
5. Boundary Walls.
6. Septic Tank and Sanitary System.
7. Water Reservoirs, both underground and overhead and main pipe line except those are inside any Unit.
8. Passage/Side Common Space.
9. Main Entrance of the Building & Premises.
10. Electric Motor-cum-Electric Pump Room, Meter Room.
11. Stairs, staircases, stair landing and roof of the Building.

12. Electric wiring and lights in the staircase, landing and main entrances.
13. Lift, Landing, and other accessories.

FOURTH SCHEULE REFERRED TO ABOVE

(Common Expenses)

1. The Expenses of maintaining, repairing, redecorating and renewing the main structure and in particulars the drainage, sewerage system, water discharge arrangements, Water supply, system of Electricity to all common areas as mentioned in the Third Schedule hereinabove.
2. The expenses of repairing, maintaining, painting, white washing and colouring the main structure of the Building, the exterior of the Building, the Passage around the building lobby, corridors, staircase and other common areas.
3. Salaries, Wages, Fees or Remuneration of Durwans, if require, Sweepers, plumbers, Electricians, caretakers or any other persons or persons to be employed for the purpose as aforesaid.
4. Proportionate Municipal and other rates, taxes and levies and all other outgoings in respect of the Premises (save those assessed separately in respect of any Unit).
5. Expenses for serving/supply of Common facilities and utilities and all other expenses incidental thereto.
6. Creation of funds for replacement, renovation and/or other periodical expenses.
7. All other expenses and/or outgoings including litigation expenses.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and year first above written.

IN PRESENCE OF :

1.

2.

(Signature of the Vendor)

3.

(Signature of the Developer/
Confirming Party)

4.

(Signature of the Purchaser)

Drafted by me & prepared
in my Office.

Advocate.

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.....(Rupees.....)
only from the withinnamed Purchaser being the full and final
consideration money in the manner written hereunder :

WITNESSES :

1.

2.

(Signature of the Developer/
Confirming Party)