

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** executed on this the \_\_\_\_ day of \_\_\_\_\_, Two Thousand and Twenty-Six (2026) A. D.;

**BY AND BETWEEN**

**(1) SRI MRINMOY KUMAR BASU (PAN – AEGPB4974C) (D.O.B. – 28.12.1960) (AADHAAR NO. 8030 3681 1093)**, son of Late Mohan Lal Basu, by faith- Hindu, by occupation- Chartered Accountant, by nationality – Indian, residing at 49/49/1, Kayesthapara Main Road P. O. – Haltu, P.S. – Garfa, Kolkata – 700 078, District – South 24 Parganas; **(2) SHRI MAYUKH BASU (PAN – IAHPB1413D) (D.O.B. – 01.06.2006) (AADHAAR NO. 4282 6475 52760)**, son of Late Manab Kumar Basu, by faith- Hindu, by occupation – Student, by nationality – Indian, residing at 49/49/1, Kayesthapara Main Road P. O. – Haltu, P.S. – Garfa, Kolkata – 700 078, District – South 24 Parganas and **(3) SMT. MEGHNA BASU (PAN – CNXPB6902N) (D.O.B. – 22.10.1998) (AADHAAR NO. 9739 6108 5440)**, daughter of Late Manab Kumar Basu, by faith- Hindu, by occupation – Service, by nationality – Indian, residing at 49/49/1, Kayesthapara Main Road P. O. – Haltu, P.S. – Garfa, Kolkata – 700 078, District – South 24 Parganas; hereinafter shall collectively be called and referred to as the **"OWNERS"**; duly represented by their **Constituted Attorney B. S. CONSTRUCTIONS AND INFRASTRUCTURES PRIVATE LIMITED (PAN – AADCB6173D) (D.O.I. – 24.09.2008)**, a Private limited Company, having its office at 74A, Purna Das Road, Post Office – Sarat Bose Road, Police Station – Lake now Rabindra Sarobar, Kolkata – 700029, District – South 24 Parganas, West Bengal; represented by one of its Director **MR. BHARAT SINGH (PAN – AIZPS9896F) (D.O.B. – 02.01.1958) (AADHAAR – 9707 0987 8035)**, son of Late Radha Mohan Singh, by faith – Hindu, by occupation – Business, Indian Citizen, residing at 89, Salkia School Road, Bangeshwar Apartment, 7<sup>th</sup> Floor, Post Office – Salkia, Police Station – Golabari, District – Howrah, West Bengal – 711106; by virtue of a registered **Development Agreement cum Development Power of Attorney dated 20.09.2024**, registered in the Office of the **District Sub-Registrar – II, South 24 Parganas** and recorded in its **Book – I, Volume No. 1602-2024, Page from 441476 to 441534, being No. 160213204 for the year 2024**; hereinafter shall be called and referred to as the **"OWNER/VENDOR/LANDOWNER"** (which term or expression unless excluded by or repugnant to the subject or context shall mean and include his respective heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART**.

**AND**

**B. S. CONSTRUCTIONS AND INFRASTRUCTURES PRIVATE LIMITED (PAN – AADCB6173D) (D.O.I. – 24.09.2008)**, a Private limited Company, having its office at 74A, Purna Das Road, Post Office – Sarat Bose Road, Police Station – Lake now Rabindra Sarobar, Kolkata – 700029, District – South 24 Parganas, West Bengal; represented by one of its Director **MR. BHARAT SINGH (PAN – AIZPS9896F) (D.O.B. – 02.01.1958) (AADHAAR – 9707 0987 8035)**, son of Late Radha Mohan Singh, by faith – Hindu, by occupation – Business, Indian Citizen, residing at 89, Salkia School Road, Bangeshwar Apartment, 7<sup>th</sup> Floor, Post Office – Salkia, Police Station – Golabari, District – Howrah, West Bengal – 711106, hereinafter shall be called and referred to as the **“DEVELOPER/BUILDER/PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**.

**AND**

**SHRI / SMT. .... (PAN – .....) (D.O.B. – .....)**  
**(AADHAAR – .....)**, s/d/w of ....., by faith – .....,  
by Occupation – ....., ..... Citizen and residing at  
....., Post Office – ....., Police Station – .....,  
Kolkata – ....., District – ....., West Bengal; hereinafter shall  
be called and referred to as the **"ALLOTTEE(s)/PURCHASER(s)"** (which expression  
shall unless repugnant to the context or meaning thereof be deemed to mean and  
include her heirs, executors, administrators, successors-in-interest and permitted  
assignees).

The Landowner/Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS** one Teenkori Basu was the Rayat Stithiban Owner of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No.

233, Touzi No. 145 recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

<b>DAG NO.</b>	<b>CHARACTER</b>	<b>AREA</b>
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	<b>TOTAL</b>	<b>0.87 SATAKS</b>

**AND WHEREAS** said Teenkori Basu died intestate leaving behind him surviving his legal heirs namely- (1) Shri Shashi Bhushan Basu (Son) and (2) Shri Hori Charan Basu (Son) as his inheritors in his place to his estate. His wife predeceased him.

**AND WHEREAS** said Shashi Bhushan Basu and Hori Charan Basu became seized and possessed of and well and sufficiently entitled to as the joint lawful owners in respect to **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

<b>DAG NO.</b>	<b>CHARACTER</b>	<b>AREA</b>
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS

3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	<b>TOTAL</b>	<b>0.87 SATAKS</b>

**AND WHEREAS** said Hori Charan Basu died intestate in the year 1921 leaving behind him surviving his legal heirs namely- (1) Smt Pankajini Basu (Widow) and (2) Kumari Kamala Basu (Minor daughter) as his inheritors in his place to his estate.

**AND WHEREAS** thus said **Shri Shashi Bhushan Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided ½ share** and **Smt Pankajini Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share** and **Kumari Kamala Basu** jointly became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share** of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

<b>DAG NO.</b>	<b>CHARACTER</b>	<b>AREA</b>
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS

3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	TOTAL	<b>0.87 SATAKS</b>

**AND WHEREAS** one Umapada Basu, son of Shri Shashi Bhushan Basu died intestate in the year 1926 leaving behind him surviving his legal heirs namely- (1) Smt Ashalata Dasi (Basu) (Widow), (2) Master Mohan Lal Basu (Minor Son) and (3) Master Kartick Chandra Basu (Minor Son) as his inheritors in his place to his estate.

**AND WHEREAS** said Ashalata Dasi (Basu), widow of Late Umapada Basu died intestate in the year 1929 leaving behind her surviving her legal heirs namely- (1) Shri Mohan Lal Basu (Son) and (3) Shri Kartick Chandra Basu (Son) as her inheritors in her place to her estate.

**AND WHEREAS** meanwhile Chandi Charan Basu, Ram Charan Basu, Nema Charan Basu, all unmarried sons of Shri Shashi Bhushan Basu also died one after another leaving behind them surviving their father – Shri Shashi Bhushan Basu and mother – Smt Sushila Bala Dasi (Basu), as their legal heirs in their place.

**AND WHEREAS** said Shashi Bhushan Basu died intestate on the 04<sup>th</sup> day of October 1954 leaving behind him surviving his legal heirs namely- (1) Smt Sushila Bala Dasi (Basu) (Widow), (2) Shri Mohan Lal Basu (Grand Son), (3) Shri Kartick Chandra Basu (Grand Son) and (4) Smt Sati Rani Das (Basu) (Married daughter) as his inheritors in his place to his estate.

**AND WHEREAS** thus said [1] **Smt Sushila Bala Dasi (Basu)** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/6<sup>th</sup> share**, [2] **Smt Sati Rani Das (Basu)** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/6<sup>th</sup> share**, [3] **Shri Mohan Lal Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/12<sup>th</sup> share**, [4] **Shri Kartick Chandra Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/12<sup>th</sup> share**, [5] **Smt Pankajini Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided**

**1/4<sup>th</sup> share** and [6] **Kumari Kamala Basu** jointly became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share** of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

<b>DAG NO.</b>	<b>CHARACTER</b>	<b>AREA</b>
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	<b>TOTAL</b>	<b>0.87 SATAKS</b>

**AND WHEREAS** said Sushila Bala Dasi (Basu) died intestate on the 23<sup>rd</sup> day of December 1960 leaving behind her surviving her legal heirs namely- (1) Shri Mohan Lal Basu (Grand Son), (2) Shri Kartick Chandra Basu (Grand Son) and (3) Smt Sati Rani Das (Basu) (Married daughter) as her inheritors in her place to her estate as per the provisions of the Hindu Succession Act 1956.

**AND WHEREAS** thus said [1] **Smt Sati Rani Das (Basu)** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share**, [3] **Shri Mohan Lal Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/8<sup>th</sup> share**, [4] **Shri Kartick Chandra Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/8<sup>th</sup> share**, [5] **Smt Pankajini Basu** became seized

and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share** and [6] **Smt Kamala Basu** jointly became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share** of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

<b>DAG NO.</b>	<b>CHARACTER</b>	<b>AREA</b>
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	<b>TOTAL</b>	<b>0.87 SATAKS</b>

**AND WHEREAS** in order to avoid future misunderstandings and confusions, said Mohal Lal Basu, Kartick Chandra Basu, Sati Rani Das, Pankajini Basu and Kamala Basu decided to partition the entire properties among themselves and as such entered into a Deed of Partition dated 04<sup>th</sup> September of 1969 incorporating all the agreed terms, conditions and stipulation agreed by all of them mentioned therein and registered the same at the office of the Joint Sub- Registrar of Alipore at Alipore, Dist 24 Parganas and recorded the same in Book No. 1, Volume No. 77 from Page No. 222 to Page No. 232 as Being No. 4398 for the year 1969.

**AND WHEREAS** by virtue of the Deed of Partition dated 04<sup>th</sup> September of 1969, said Mohan Lal Basu and Kartick Chandra Basu became seized and possessed of and well and sufficiently entitled to as lawful joint owners of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.66 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

<b>DAG NO.</b>	<b>CHARACTER</b>	<b>AREA</b>
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	<b>TOTAL</b>	<b>0.66 SATAKS</b>

**AND WHEREAS** said Mohal Lal Basu died intestate on the 28<sup>th</sup> day of February 1999 leaving behind him surviving his legal heirs namely- (1) Shri Manoj Basu (Son), (2) Shri Manindra Kumar Basu (Son), (3) Shri Mrinmoy Kumar Basu (Son), (4) Shri Manab Kumar Basu (Son), (5) Smt Manjulika Ghosh (Basu) (Married Daughter) (6) Smt Malabika Sarkar (Basu) (Married Daughter) and (7) Smt Mallika Dey (Basu) (Married daughter) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956. His wife Late Mamata Basu predeceased him on 22.01.1978.

**AND WHEREAS** said Manindra Kumar Basu, son of Late Mohan Lal Basu died intestate on 01.12.2005 leaving behind him surviving his legal heirs namely- (1) Smt Jayanti Basu (Widow) and (2) Smt Annesha Basu (Daughter) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956.

**AND WHEREAS** said Kartick Chandra Basu who was a bachelor died intestate on the 04<sup>th</sup> day of July 2007 leaving behind him surviving his next of kin as his legal heirs namely- (1) Shri Manoj Basu (Brother's Son), (2) Shri Mrinmoy Kumar Basu (Brother's Son), (3) Shri Manab Kumar Basu (Brother's Son), (4) Smt Manjulika Ghosh (Basu) (Brother's Daughter) (5) Smt Malabika Sarkar (Basu) (Brother's Daughter) (6) Smt Mallika Dey (Basu) (Brother's daughter) (7) Smt Jayanti Basu (Brother's Daughter in law) and (8) Smt Annesha Basu (Brother's granddaughter) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956.

**AND WHEREAS** said Manoj Basu, son of Late Mohan Lal Basu died intestate on 25.12.2007 leaving behind him surviving his legal heirs namely- (1) Smt Snigdha Basu (Widow) and (2) Shri Mainak Basu (Son) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956.

**AND WHEREAS** thus in the manner stated above, Shri Mrinmoy Kumar Basu, Shri Manab Kumar Basu, Smt Manjulika Ghosh (Basu), Smt Malabika Sarkar, Smt Mallika Dey (Basu), Smt Jayanti Basu, Smt Annesha Basu, Smt Snigdha Basu and Shri Mainak Basu became seized and possessed of and well and sufficiently entitled to as lawful joint owners of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.66 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

<b>DAG NO.</b>	<b>CHARACTER</b>	<b>AREA</b>
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS

3588	SHALI	0.12 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	TOTAL	<b>0.66 SATAKS</b>

**AND WHEREAS** out of profound natural love and affection towards their brothers in law by Smt Jayanti Basu and Smt Snigdha Basu and towards their uncle by Smt Annesha Basu and Shri Mainak Basu who are well settled in their individual lives have gifted their respective undivided 1/14<sup>th</sup> share of the property totaling 2/7<sup>th</sup> share of more or less 9 Cottahs by actual measurement 8 Cottahs 14 Chittacks and 33 Sq. ft of Bastu & Danga land together with portion of old pucca structure thereon lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza-Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155 & 2613 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3376/3652 & 3375 corresponding to R. S Dag No. 3376/6143 presently well known and demarcated as KMC Premises No. 5, Kayesthpara Main Road (formerly 49, Kayesthpara Main Road), P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation, being Assessee No. 31-106-09-0005-3, unto and in favour of Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu. The said deed of Gift dated 24.09.2008 has been registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-1, C. D. Volume No.62, from Page No.5372 to 5398, Being No. 12406 for the year 2008, subsequently rectified due to discrepancy related to non-mentioning of the Dag Numbers vide Deed of Declaration dated 06.08.2011 duly registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I, from Pages 5879 to 5990 as Being No. 190106833 for the year 2011.

**AND WHEREAS** out of profound natural love and affection towards their brothers Smt Manjulika Ghosh (Basu), Smt Malabika Sarkar, Smt Mallika Dey (Basu) who are well settled in their individual lives have gifted their respective undivided 1/7<sup>th</sup> share of the property totaling 3/7<sup>th</sup> share of more or less 9 Cottahs by actual measurement 8 Cottahs 14 Chittacks and 33 Sq. ft of Bastu & Danga land together with portion of old pucca structure thereon lying and situated at District 24 Parganas (South), Sub

Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155 & 2613 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3376/3652 & 3375 corresponding to R. S Dag No. 3376/6143 presently well known and demarcated as KMC Premises No. 5, Kayesthapara Main Road (formerly 49, Kayesthapara Main Road), P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3, unto and in favour of - Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu. The said Deed of Gift dated 24.09.2008 has been registered at the office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No-1, C. D. Volume No.62, from Page No.5399 to 5421, Being No. 12407 for the year 2008, subsequently rectified due to discrepancy related to non-mentioning of the Dag Numbers vide Deed of Declaration dated 06.08.2011 duly registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I, from Pages 5991 to 6002 as Being No. 190106834 for the year 2011.

**AND WHEREAS** thus in the manner stated above, Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu became seized and possessed of and well and sufficiently entitled to as lawful joint owners of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 9 Cottahs by actual measurement 8 Cottahs 14 Chittacks and 33 Sq. ft of Bastu & Danga land together with portion of old pucca structure thereon lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155 & 2613 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3376/3652 & 3375 corresponding to R. S Dag No. 3376/6143 presently well known and demarcated as KMC Premises No. 5, Kayesthapara Main Road (formerly 49, Kayesthapara Main Road), P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3 and were paying the municipal taxes punctually and regularly and were enjoying the same free from all encumbrances.

**AND ALSO WHEREAS** one Khirode Bala Dasi (Choudhury) died seized and absolutely entitled to ALL THAT a piece and parcel of land measuring 5 Cottahs more or less lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 2451 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3377 corresponding to R. S Dag No. 3377 presently well-known and demarcated as KMC Premises No. 6, Kayesthapara Main Road, P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation.

**AND WHEREAS** said Khirode Bala Dasi (Choudhury) on 26<sup>th</sup> of May, 1961, published her last Will. appointing and nominating her only daughter - Smt Ruby Choudhury and one Shri Mohan Lal Basu, as the joint executors and her three grandsons namely – Shri Pranab Chowdhury, Shri Prabal Chowdhury and Shri Prasun Chowdhury as beneficiaries to her left-over estate.

**AND WHEREAS** after demise of said Khirode Bala Dasi (Choudhury) on 06<sup>th</sup> of June, 1961, said executors file petition for grant of probate of the Last Will of Late Khirode Bala Dasi (Choudhury) vide O.S. No. 2 / 67, which was granted on 31.01.1968 by the Learned 8<sup>th</sup> Court of the Additional District Judge, Alipore, upon contest.

**AND WHEREAS** thus by virtue of the Last Will of Khirode Bala Dasi (Choudhury), said Shri Pranab Chowdhury, Shri Prabal Chowdhury and Shri Prasun Chowdhury became seized and possessed of and well and sufficiently entitled to as lawful joint owners of ALL THAT a piece and parcel of land measuring 5 Cottahs more or less lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 2451 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3377 corresponding to R. S Dag No. 3377 presently well-known and demarcated as KMC Premises No. 6, Kayesthapara Main Road, P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation.

**AND WHEREAS** one Balai Chandra Choudhury along with his family were occupying then said property, as licensees. The said license was revoked on the 10<sup>th</sup> of July, 1978 and upon such revocation the licensees refused to vacate the possession to the landowners. The Landowners filed T. S. No. 145/1979 before the 1<sup>st</sup> Munsiff Court, Alipore and obtained decree on 31.09.1993 for eviction of the licensees from the said property.

**AND WHEREAS** against the said decree for eviction, the said licensees filed Title Appeal No. 466/1993 in the 9<sup>th</sup> Court of the Additional District Judge, Alipore, which was dismissed on the 03.12.1994. The Licensees filed a second appeal against the said first appeal vide SAT No. 1565/95: S. A. No 311/96 in the Hon'ble High Court, which was dismissed on the 09.06.1997. The Landowners had filed Tile Execution Case No. 7/1995 before the 1<sup>st</sup> Munsiff Court, Alipore, which case was pending.

**AND WHEREAS** the landowners due to some urgent want of money decided to sell the property on 'as is where is basis' to any intending purchaser/s. After coming to know the intentions of the landowners, said Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu approached the landowner and offered their proposal to purchase their land for valuable consideration.

**AND WHEREAS** by way of a Deed of Conveyance dated 22.09.2008, said Shri Pranab Chowdhury, Shri Prabal Chowdhury and Shri Prasun Chowdhury, being vendors therein, against valuable consideration mentioned therein, sold, assured, granted, conveyed and transferred ALL THAT a piece and parcel of land measuring 5 Cottahs more or less lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 2451 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3377 corresponding to R. S Dag No. 3377 presently well-known and demarcated as KMC Premises No. 6, Kayesthapara Main Road, P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation, to and unto the use of Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu, being Purchasers therein and delivered possession to them jointly. The said Deed of Conveyance dated 22.09.2008 has been registered at the office of the

Additional Registrar of Assurances- I, Kolkata and recorded in Book No-1 as Deed No. 11263 for the year 2008, subsequently rectified due to discrepancy related to non-mentioning of the Dag Numbers vide Deed of Declaration dated 06.08.2011 duly registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I, from Pages 5969 to 5978 as Being No. 190106832 for the year 2011.

**AND WHEREAS** thus by virtue of the aforesaid Deed of Conveyance dated 22.09.2008, which has been registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-1 as Deed No. 11263 for the year 2008 subsequently rectified vide Deed of Declaration dated 06.08.2011 duly registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I, from Pages 5969 to 5978 as Being No. 190106832 for the year 2011, said Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu became seized and possessed of and well and sufficiently entitled to as lawful joint owners of ALL THAT a piece and parcel of land measuring 5 Cottahs more or less lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 2451 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3377 corresponding to R. S Dag No. 3377 presently well-known and demarcated as KMC Premises No. 6, Kayesthapara Main Road, P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation and were paying the municipal taxes punctually and regularly and were enjoying the same free from all encumbrances.

**AND WHEREAS** said Manab Kumar Basu, son of Late Mohan Lal Basu died intestate on 15.04.2014 leaving behind him surviving his legal heirs namely- (1) Shri Mayukh Basu (Son) and (2) Kumari Meghna Basu (Minor daughter) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956.

**AND WHEREAS** thus in the manner stated above Shri Mrinmoy Kumar Basu, Shri Mayukh Basu and Smt. Meghna Basu are now seized and possessed of or otherwise well and sufficiently entitled to as lawful joint owners and possessors of **ALL THAT**

piece and parcel of Bastu land measuring more or less 13 Cottahs 14 Chittacks and 33 Sq. ft together with two storied pucca structure standing thereon lying and situated at and being KMC Premises No. 5, Kayesthapara Main Road (Postal Address – 49 & 49/1, Kayesthapara Main Road), Kolkata – 700 078 (formerly 5 and 6, Kayesthapara Main Road later amalgamated), within the District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, Police Station –Tiljala, J. L. No. 13, R.S. No. 233, Touzi No. 145 appertaining to L. R. Dag Nos. 3364, 3376/3652 and 3376/6143 recorded in L. R. Khatian Nos 3409, 3410 & 3411 corresponding to R. S. Dag No. 3377, 3376/6143 and 3376/3652 recorded in R.S. Sub Khatian Nos, 308, 1045 & 2730 under R. S. Khatian Nos. 2451, 1155 & 2613, corresponding to C. S. Dag Nos. 3377, 3376/3652 & 3375 recorded in C.S. Khatian No. 30 within the municipal limits of Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3 which is more fully and particularly described in **SCHEDULE – ‘A’** hereunder written and are jointly paying the rents taxes and other outgoings regularly and punctually to the competent authorities in fee simple and are enjoying the same by exercising their joint rights of ownership free from all encumbrances whatsoever. But the mutation of names of the lawful owners with the appropriate authorities are still pending or ongoing (hereinafter called and referred to as the “**said land**”).

**AND WHEREAS** the Owners were not in a condition to develop the G+III building over and upon the said land premises by his own due to paucity of funds and due to lack of time for supervision of the construction, as such for the Development of one G+III Building over the said land premises the Owner has decided to engage one Developer. And the Developer Concern mentioned herein above, knowing the same from reliable source, has approached to the Owner for developing the same.

**AND WHEREAS** the Owner has decided to execute one Development Agreement with the Developer herein, stating the terms and conditions in details in the Development Agreement.

**AND WHEREAS** after discussion with the Developer herein both the parties herein executed the **Development Agreement cum Development Power of Attorney dated 20.09.2024**, which was registered in the Office of the **District Sub-Registrar**

- **II, South 24 Parganas** and recorded in its **Book – I, Volume No. 1602-2024, Page from 441476 to 441534, being No. 160213204 for the year 2024** and Owners herein also executed a **General Power of Attorney dated 20.09.2024**, which was registered in the Office of the **District Sub-Registrar – II, South 24 Parganas** and recorded in its **Book – I, Volume No. 1602-2024, Page from 441415 to 441430, being No. 160213205 for the year 2024.**

**AND WHEREAS** the developer herein thereafter, at their own cost, risk and responsibility have obtained building plan which was sanctioned **vide Building Permit No. 2025120311 dated 28.11.2025** by the Kolkata Municipal Corporation for construction of a G+III storied building to be built on the **SCHEDULE – ‘A’** premises herein in accordance with the sanctioned building plan.

**AND WHERAS** while constructing the said Ground plus three storied building the **PROMOTER/DEVELOPER** herein, the Parties of the **SECOND PART/ PURCHASERS**, having their desire to purchase one residential flat being **Flat No. “.....”** situated on the ..... **Floor, ..... side** of the said Ground Plus Three storied building **having carpet area of ..... Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area .....**Square Feet** excluded from total carpet area) aggregating to **net carpet area of ..... Square Feet** corresponding to total built up area of unit .....**Square Feet** and corresponding to total **Super built up/Saleable area of ..... Square Feet more or less** consisting of Two bed rooms, One Kitchen-cum-Dining room, One Toilet, One W.C. and One Balcony together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ....**on the **Ground Floor** of the said building measuring an area of ..... **Sq.ft. more or less** as shown in the annexed plan by ‘RED’ border line have approached the said **PROMOTER/DEVELOPER** and the **OWNER** on satisfaction of the **PURCHASERS** regarding the specification of the flat and its area, location and also right to use all common service area and other facilities and also right to use the common portions, space and right of common use of the common passage, stair-case, landings etc. as well as roof for the service purpose and the other necessary easement rights as described in the **SCHEDULE “C”** hereunder written and undivided proportionate share of land as described in the **SCHEDULE “A”** below and the entire building has been constructed by the **PROMOTER/DEVELOPER**

and the said flat togetherwith Car Parking Space has been morefully and particularly described in the **SCHEDULE - B** hereunder written which is off **PROMOTER/DEVELOPER /CONFIRMING PARTY'S ALLOCATION** and the **PROMOTER/DEVELOPER** has received the entire consideration sum.

**AND WHEREAS** both the **PROMOTER/DEVELOPER** and the **VENDOR** agreed to sell and convey the said **Flat No. "....."** situated on the .....**Floor**, ..... **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ....** of the said building and the **PURCHASERS** agree to purchase the said **Flat No. "....."** situated on the ....., ..... **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ....** on the **Ground Floor** of the said building as described in the **SCHEDULE "B"** below togetherwith undivided proportionate share of land as described in the **SCHEDULE "A"** below and also right to use all common rights and facilities as described in the **SCHEDULE "C"** for a total consideration price of **Rs...../- (Rupees .....)** **only** free from all encumbrances, liabilities, whatsoever, which falls under **PROMOTER/DEVELOPER /CONFIRMING PARTY'S ALLOCATION.**

**AND WHEREAS** the **PROMOTER/DEVELOPER** and the **OWNER/VENDOR** have entered into an Agreement for Sale dated ..... with the **PURCHASERS** and the **PROMOTER/DEVELOPER** has agreed to sell the **PURCHASERS** the said **Flat No. "....."** situated on the ..... **Floor**, ..... **side** of the Ground Plus Three storied building **having carpet area of ..... Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area .....**Square Feet** excluded from total carpet area) aggregating to **net carpet area of ..... Square Feet** corresponding to total built up area of unit ..... **Square Feet** and corresponding to total **Super built up/Saleable area of ..... Square Feet more or less** consisting of ..... rooms, One Kitchen-cum-Dining room, One Toilet, One W.C. and One Balcony together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. .... on the Ground Floor of the said building measuring an area of ..... Sq.ft. more or less** of the said building and the **PROMOTER/DEVELOPER** herein has agreed to sell the

**PURCHASERS ALL THAT** said **Flat No. “.....”** situated on the ..... **Floor, .....** **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. .... on the Ground Floor** of the said building as described in the **SCHEDULE “B”** hereunder written together with right to use all common rights and common services as described in the **SCHEDULE “C”** below and undivided proportionate share of land morefully as described in the **SCHEDULE “A”** below and the said flat and the Car Parking Space of the building has been built up in accordance with the said sanctioned residential building plan and discuss to acquire and possess the said flat and Car Parking Space for **Rs...../- (Rupees .....)** **only** for a total consideration towards the proportionate cost of land and cost of construction of the said flat togetherwith Car Parking Space and the entire cost of the said flat togetherwith Car Parking Space has been taken only by the **PROMOTER/DEVELOPER** as the said flat and the Car Parking Space is of **PROMOTER/DEVELOPER / CONFIRMING PARTY’S ALLOCATION.**

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement for Sale dated ..... and in consideration of the said sum of **Rs...../- (Rupees .....)** **only** of which the entire consideration of **Rs...../- (Rupees .....)** **only** paid by the **PURCHASERS** to the **PROMOTER/DEVELOPER** only on or before execution of this Deed on different dates as described in the Memo of Consideration of which receipts have been issued totalling **Rs...../- (Rupees .....)** **only** and the receipt whereof the **PROMOTER/DEVELOPER** hereby acknowledge and admit and/or for the same and every part thereof both truly acquit release and forever discharge the **PURCHASERS** of all their liabilities thereof and it is noted that the entire consideration money of **Rs...../- (Rupees .....)** **only** against the said flat togetherwith Car Parking Space has been received by the **PROMOTER/DEVELOPER** and both the **VENDOR** and the **CONFIRMING PARTY/PROMOTER/DEVELOPER** as beneficial owners and party respectively do hereby grant, convey, transfer, assigns, assure unto the said **PURCHASERS** free from all encumbrances **ALL THAT** the undivided proportionate share of interest in the said land morefully and more particularly described in the **SCHEDULE “A”** hereunder

written together with a complete **Flat No. “.....”** situated on the ..... **side** of the Ground Plus Three storied building **having carpet area of ..... Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area ..... **Square Feet** excluded from total carpet area) aggregating to **net carpet area of ..... Square Feet** corresponding to total built up area of unit ..... **Square Feet** and corresponding to total **Super built up/Saleable area of ..... Square Feet more or less** consisting of Two bed rooms, One Kitchen-cum-Dining room, One Toilet, One W.C. and One Balcony together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. .... on the Ground Floor of the said building measuring an area of ..... Sq.ft. more or less** of the said building as described in the **SCHEDULE “B”** below and undivided proportionate share of land as mentioned in the **SCHEDULE “A”** hereunder written constructed at the cost and expenses of the **PURCHASERS TO HAVE AND TO HOLD** the said **Flat No. “.....”** situated on the ..... **Floor, .....st side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. .... on the Ground Floor** of the said building together with right to use the undivided share of land, staircases, common-land, lift, roof of the building, water supply lines and other common paths and drains and sewerages, equipments and installation and fixture and passages and stair appertaining to the said building situated at KMC Premises No. 5, Kayesthapara Main Road (Postal Address – 49 & 49/1, Kayesthapara Main Road), Kolkata – 700 078 (formerly 5 and 6, Kayesthapara Main Road later amalgamated), within the District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, Police Station –Tiljala, J. L. No. 13, R.S. No. 233, Touzi No. 145 appertaining to L. R. Dag Nos. 3364, 3376/3652 and 3376/6143 recorded in L. R. Khatian Nos 3409, 3410 & 3411 corresponding to R. S. Dag No. 3377, 3376/6143 and 3376/3652 recorded in R.S. Sub Khatian Nos, 308, 1045 & 2730 under R. S. Khatian Nos. 2451, 1155 & 2613, corresponding to C. S. Dag Nos. 3377, 3376/3652 & 3375 recorded in C.S. Khatian No. 30 within the municipal limits of Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3, as mentioned in the **SCHEDULE “B” and “C”** hereunder written herein comprised and hereby granted conveyed, transferred, assigned and assured and every part or parts thereof respectively together with their and every or their respective rights and

appurtenance whatsoever unto the said **PURCHASERS** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER** with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said complete **Flat No. “.....”** situated on the ..... **Floor, ..... side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ....** on the **Ground Floor** of the said building and right to use all common rights and proportionate land share as morefully described in the **SCHEDULE “B” and “C”** hereunder written.

**AND IT IS HEREBY AGREED AMONG THE OWNER/VENDOR, PROMOTER/DEVELOPER /CONFIRMING PARTY AND THE PURCHASERS :-**

1. The **PURCHASERS** shall be entitled to all rights, privilege vertical and lateral supports easements quasi easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said **Flat No. “.....”** situated on the ..... **Floor, ..... side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ....** on the **Ground Floor** of the said building for usually hold used occupied or enjoyed or reputed so to be or known as part and parcel thereof or appertaining thereto.
2. The **PURCHASERS** shall be entitled to the right of access in common with the **OWNER/VENDOR** and/or other occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the said building.
3. The **PURCHASERS** and their agents and nominees shall also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said **Flat No. “.....”** situated on the ..... **Floor, ..... side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ....** on the **Ground Floor** of the said building and Premises or passages and that nothing therein contained the **VENDOR/PROMOTER/DEVELOPER** shall permit the **PURCHASERS** or any person deriving title under the purchase but the **PURCHASERS** or their servants' nominees,

employees' invitees shall not obstruct the common portion of the building in any way by parking vehicles, deposit of materials, rubbish or otherwise to any other flat owners of the building or holding including the **VENDOR**.

4. The **PURCHASERS** shall have the right of protection of the said flat and Car Parking Space to be kept safe and perfect of all portions of the said **Flat No. "....."** situated on the ..... **Floor, ..... side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ....** on the **Ground Floor** of the said building including the entire premises.
5. The **PURCHASERS** shall also be entitled to rite of passage in common as aforesaid of taking, gas, electricity, water to the said flat through pipes, drains, wires and common spaces lying or being under or through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said flat for the purpose whatsoever.
6. The **PURCHASERS** shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such as pipes, drains and common spaces aforesaid and for the purpose of building repair or cleaning part or part of the **Flat No. "....."** situated on the **Second Floor, South-East side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ....** on the **Ground Floor** of the said building.

**THE OWNER/VENDOR DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :-**

1. That the **VENDOR** has the absolute authority of the land and so the **VENDOR** has good rightful power and absolute authorities to grant, convey, transfer, assign and assure the undivided proportionate share of land pertaining to the said **Flat No. "....."** situated on the .....**Floor, ..... side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ....** on the **Ground Floor** of the said building together with right to use common stair-case and other common portions/parts and open spaces, paths and passages in the said building.
2. It shall be lawful for the **PURCHASERS** from time to time and at all times

hereafter to enter into and upon hold and enjoy the said **Flat No. “.....”** situated on the .....**Floor**, ..... **side** of the Ground Plus Three storied building **having carpet area of .....Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area .....**Square Feet** excluded from total carpet area) aggregating to **net carpet area of .....Square Feet** corresponding to total built up area of unit ..... **Square Feet** and corresponding to total **Super built up/Saleable area of ..... Square Feet more or less** consisting of three/two bed rooms, One Kitchen-cum-Dining room, One Toilet, One W.C. and One/two Balcony together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ....on the Ground Floor of the said building measuring an area of ..... Sq.ft. more or less** of the said building and right to use all common open places and other services of the building with stair cases and other common parts and passages in the said building and every part thereof morefully described in the **SCHEDULE “B” and “C”** hereunder written and to receive the rents, issues and profits thereof and have full power, right and authority to sell, transfer, mortgage, lease, dispose of the said flat without any interruption disturbances claims or demands whatsoever from or by the **VENDOR** or **CONFIRMING PARTY** herein of any person or persons claiming through under or in the trust for them.

3. The said **Flat No. “.....”** situated on the ..... **Floor**, ..... **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ....on the Ground Floor** of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever.
4. The **VENDOR** and the **CONFIRMING PARTY** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASERS** make do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said proportionate undivided share of land pertaining to the said **Flat No. “.....”** situated on the **Second..... Floor**, ..... **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. .... on**

**the Ground Floor** of the said building togetherwith common stair case and other common open parts and services, paths and passages respectively and every part thereof unto the **PURCHASERS** in the manner aforesaid as shall or may be reasonably required **AND** that the **VENDOR** and/or **PROMOTER/DEVELOPER** shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the **PURCHASERS** produce or cause to be produced to the **PURCHASERS** or to their attorney or agent at any trial, commission, examination or otherwise occasion shall require any of the Deed or Deeds, Documents and writings which are in their possession or power relating to the said undivided proportionate share of land and the **PROMOTER/DEVELOPER** shall deliver to the **PURCHASERS** all the attested or other copies of extract and/or from the said deeds, documents and writings.

**THE PURCHASERS DO HEREBY COVENANT WITH THE OWNER/ VENDOR AND THE PROMOTER/DEVELOPER /CONFIRMING PARTY AS FOLLOWS:-**

1. So long as the said **Flat No. “.....”** situated on the ..... **Floor**, ..... **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. .... on the Ground Floor** of the said building along with all common rights and common expenses as described in the **SCHEDULE “B”, “C” and “D”** hereunder written shall not be separately assessed the said **PURCHASERS** shall pay from the date of execution of the Deed of Conveyance and/or occupations taken by the **PURCHASERS** whichever date is earlier, the proportionate share of Municipal taxes as per apportionment to the extent of the said flat to be made by the **VENDOR** and the **CONFIRMING PARTY** jointly and they also pay the building taxes to the State Government if any proportionately as apportioned by the said **VENDOR** only to the extent of the **PURCHASERS’** flat and Car Parking Space as mentioned in the **SCHEDULE - ‘B’** below.
2. The **PURCHASERS** shall pay all taxes, rates impositions and other outgoings in respect of the said flat proportionately as may be imposed by the K.M.C. and/or the Central or State Government and shall also pay all such fees or charges or any other taxes or payment of similar nature.

3. The **PURCHASERS** shall contribute and pay from time to time and at all times hereafter the proportionate share towards costs, expenses, outgoings and maintenance in respect of the enjoyment of the common amenities and common expenses as specified by the Association of the flat owners of the Premises and the same shall be conclusive final and binding on the **PURCHASERS** and other flat owners of the building.
4. The **PURCHASERS** shall maintain the said **Flat No. "....."** situated on the ..... **Floor, ..... side** of the building togetherwith the **covered Car Parking Space being No. .... on the Ground Floor** of the said building at their own cost in the same good condition (reasonables wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the Government both central and State, the K.M.C. and/or any other Authorities and Local Bodies and also particulars to observe and maintain such rules, Bye-laws framed by Association of Flat Owners for the protection of the building.
5. The said **PURCHASERS** doth hereby covenant to keep their said flat inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions and in good repair.
6. The said **PURCHASERS** shall not make any such construction or structural alteration of any portion of the building causing any damages to other flats or causing obstruction to other owners of the flats of the building.
7. The said **PURCHASERS** shall at their own costs and expenses fix up separate meter connection or meters in respect of the said flat for electricity power connection to be consumed in the said flat by the **PURCHASERS** and the **PURCHASERS** shall pay all rates and taxes which may be imposed by the proper authority. The **PURCHASERS** shall be entitled to make such interior construction and decoration for their necessities like racks, storage space, gas cylinder spaces, cooking racks etc., without causing any damages to the building.
8. The **PURCHASERS** shall have full right and authority to sell, transfer, convey, mortgage, Gift, charges, lease or in any kind of encumber or deal, or dispose of their said flat and/or their possession or to assign let out or part with their interest possession or benefit of their said **Flat No. "....."** situated on the ..... **Floor, ..... side** of the building together with the **covered Car Parking Space being No. .... on the Ground Floor** of the said building or any part thereof provided the **PURCHASERS** shall agree in

writing to observe and perform the covenants herein contained and rules and Bye-laws relating to the said building to be framed by the Association.

9. The **PURCHASERS** shall have to carry out the necessary repair which may be pointed out by the Association to be formed as per W.B. Apartment Ownership Act, 1972 to extent of the said flat which will be applicable to the all the flat owners.
10. The **PURCHASERS** shall not use nor caused to be used the said **Flat No.** “.....” situated on the ..... **Floor**, ..... **side** of the building togetherwith the **covered Car Parking Space being No. .... on the Ground Floor** of the said building and or any part thereof in such manner which may likely to cause nuisance or annoyance to the occupants of other flats of the said building or to the owners or occupiers of adjoining or neighbouring properties nor shall use the same for any illegal or immoral purposes or as a restaurant, workshop and godown.
11. Save and except the said flat togetherwith Car Parking Space sold herein, the said **PURCHASERS** shall have no claim or right of any nature or kind over or in respect of any other flat and Car Parking Space they shall have right to use open spaces and lobbies, stair-case as well as for the purpose of services or the roof of the building in common with other Flat owners morefully specified in the **SCHEDULE “C”** hereunder written.
12. The said **PURCHASERS** shall not bring keep or store in or any part of the said flat and Car Parking Space inflammable combustibile substance or articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.
13. The **PURCHASERS** herein alongwith other Purchaser(s) of the Parking Space of the building shall use their individual Parking Space by mutual understanding at the time of egress and ingress of their individual Cars/two wheelers without raising objection or creating any hindrances to other Owners of the Parking Space and shall not cover any grill surrounding the demarcated Car Parking Space on the Ground Floor of the building as it is a dependable Car Parking Space. The **PURCHASERS** hereby declare that they shall not raise any objection if the **PROMOTER/DEVELOPER** or the **VENDOR** sell the unsold Car Parking Spaces to any Third Party and/or if the Car Parking Spaces are not sold the same shall

be used by the **PROMOTER/DEVELOPER** at his will.

14. The **PURCHASERS** shall have to pay the monthly maintenance and also the proportionate cost of the maintenance/repair of the lift time to time to be fixed up by the flat Owners or by the Association of the Flat Owners of the building to be formed later on and the **PURCHASERS** shall have to abide by the decision of the Association.
15. The **PURCHASERS** shall use the said flat Car Parking Space as residential purpose only and keep the peace of the building without creating any nuisance or sound pollution.
16. That the save as the said flat and Car Parking Space and properties proportionate land herein morefully contained the **PURCHASERS** shall have no right title or interest in any other flat and open land of the said building excepting the using right of the roof along with their Co-Purchasers. The **PURCHASERS** hereby declare and confirm that they have received the physical possession of the said flat and Car Parking Space from the **PROMOTER/DEVELOPER** with full satisfaction as regards the measurement and location of the said flat, title of the entire property and construction of the said building.
17. On and from the date of taking physical possession/completion certificate obtained from KMC whichever is earlier the **PURCHASERS/ SECOND PART** shall have to pay the necessary monthly maintenance charges of the building & also lift @Rs.1/- per Sq.ft. and proportionate taxes of their portion of the property. The **THIRD PART/ PROMOTER/DEVELOPER** will be responsible for all types of taxes, duties and charges for the said flat as described in the **SCHEDULE - B** below upto the date of handing over of physical possession/completion certificate obtained from KMC whichever is earlier. The **PURCHASERS** shall have to pay the said maintenance charges @Rs.1/- per Sq.ft. for the first 6 (Six) months at a time to the **PROMOTER/DEVELOPER** at the time of taking over possession of the said flat and such deposit shall be treated as a security deposit and shall be transferred to the Association upon its formation subject to all adjustment whatsoever and the **PURCHASERS** hereby give their consent and upon formation of the Association the **PURCHASERS** shall have to abide by the decision of the association.

**AND FURTHER** more that the **VENDOR** and the **PROMOTER/DEVELOPER** and all their heirs executors and administrators representatives shall at all times hereinafter indemnify and keep indemnified the **PURCHASERS** and their heirs and executors, administrators and assigns against loss, damages, costs, charges expenses, if it is suffered by reasons of any defect in the title of the **VENDOR** or any breach of the covenants hereafter contained. Simultaneously, with the execution and registration of the conveyance of the said flat the **PROMOTER/DEVELOPER** shall hand over the **PURCHASERS** the necessary Xerox copies of documents such as The Kolkata Municipal Corporation Tax Receipts, copy of the sanctioned building plan, copies of all other deeds etc. for perfection of the **PURCHASERS'** title.

**THE SCHEDULE – ‘A’ REFERRED ABOVE**

**“THE UNIT”**

**ALL THAT** piece and parcel of Bastu land measuring more or less 13 Cottahs 14 Chittacks and 33 Sq. ft together with two storied pucca structure standing thereon lying and situated at and being KMC Premises No. 5, Kayesthapara Main Road (Postal Address – 49 & 49/1, Kayesthapara Main Road), Kolkata – 700 078 (formerly 5 and 6, Kayesthapara Main Road later amalgamated), within the District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, Police Station –Tiljala, J. L. No. 13, R.S. No. 233, Touzi No. 145 appertaining to L. R. Dag Nos. 3364, 3376/3652 and 3376/6143 recorded in L. R. Khatian Nos 3409, 3410 & 3411 corresponding to R. S. Dag No. 3377, 3376/6143 and 3376/3652 recorded in R.S. Sub Khatian Nos, 308, 1045 & 2730 under R. S. Khatian Nos. 2451, 1155 & 2613, corresponding to C. S. Dag Nos. 3377, 3376/3652 & 3375 recorded in C.S. Khatian No. 30 within the municipal limits of Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3. The said land is butted and bounded in the following manner: -

On the North : By Kayastha Para Main Road.

On the South : By 6, Haltu Kayesthapara .

On the East : By 49/1, Kayesthapara Main Road and 59A, Sarat Park .

On the West : By 5, Haltu Kayesthapara and 51, Kayesthapara Main Road .

**THE SCHEDULE – ‘B’ AS REFERRED ABOVE**  
**(DESCRIPTION OF THE FLAT WHICH IS HEREBY BEING TRANSFERRED)**

**ALL THAT** one self-contained flat/Apartment on the .....floor earmarked as Flat No. .... (..... side) measuring more or less ..... (.....) sq. ft. of Carpet area ..... (.....) sq. ft. of built up area ..... (.....) sq. ft. of Super built up area containing .... (.....) Bedrooms, ..... (.....) Toilet, ..... (.....) W.C, ..... (.....) Verandas, ..... (.....) Kitchen and ..... (.....) drawing / dining space and a covered Garage/ car parking space being C. P. No. .... (..... side) on the Ground Floor together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed G+III storied building under construction over KMC Premises No. 5, Kayesthapara Main Road (Postal Address – 49 & 49/1, Kayesthapara Main Road), Kolkata – 700 078 (formerly 5 and 6, Kayesthapara Main Road later amalgamated), within the District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, Police Station –Tiljala, J. L. No. 13, R.S. No. 233, Touzi No. 145 appertaining to L. R. Dag Nos. 3364, 3376/3652 and 3376/6143 recorded in L. R. Khatian Nos 3409, 3410 & 3411 corresponding to R. S. Dag No. 3377, 3376/6143 and 3376/3652 recorded in R.S. Sub Khatian Nos, 308, 1045 & 2730 under R. S. Khatian Nos. 2451, 1155 & 2613, corresponding to C. S. Dag Nos. 3377, 3376/3652 & 3375 recorded in C.S. Khatian No. 30 within the municipal limits of Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3.

**THE SCHEDULE – ‘C’ AS REFERRED ABOVE**  
**“COMMON AREAS & FACILITIES”.**

**THE OWNERS AND THE PURCHASER OR PURCHASERS ARE ENTITLED AS COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THE INDENTURE SHALL INCLUDE:-**

- 1) Stair case on all the floors.
- 2) Stair case landing on all floors.

- 3) Main gate of the said premises and common passage and lobby on the Ground floor to Top floor excepting the other spaces on the Ground floor and the roof of the premises.
- 4) Water pump, Pump room, on the Ground floor, Water Tank, Water Pipes, Overhead Tank on the roof, and other common plumbing installations.
- 5) Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
- 6) Lighting in the common space, passage, staircase, including electric meter fittings.
- 7) Common Electric meter and box.
- 8) Electric wiring meter for lighting stair case, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
- 9) Window. Doors, Grills and other fittings of the common area of the premises including side space of the premises.
- 10) Such other common parts areas equipments, installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
- 11) Electrical wiring, meters (excluding those are installed for any particular Unit).
- 12) **GENERAL COMMON ELEMENTS** of all appurtenances and facilities and other items which are not part of the said 'UNIT'.
  - a) All land and premises described in the FIRST SCHEDULE hereinabove written.
  - b) All private ways, curves, side-walls areas of the said premises.
  - c) Exterior conduits, utility lines.
  - d) Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside the building.
  - e) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
  - f) All elevations including shafts, shaft walls, pump room and apartments, facilities.
  - g) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence,

management, operation, maintenance and safety of the building or normally in common use.

- h) The foundation, Corridor, Lobbies, Stairways, Entrance and exists path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said UNIT side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling and all staircases in the said building.
- i) Conduits, utility lines, telephone and electrical systems contained within the said building.
- j) The roof or terrace including structure in the said building will jointly be undivided property among the Owners, or other Purchasers of different units, subject to limitation, if any, to their such rights of the said building, the Purchaser or Purchasers being entitled to use and enjoy the said roof and/or terrace with the Owners, other Purchaser, or Purchasers without causing inconvenience to one another.

**THE SCHEDULE – ‘D’ SHALL BE REFERRED TO AS THE**  
**“PROPORTIONATE EXPENSES”**

**THE OWNERS, PURCHASERS SHALL HAVE TO BEAR:-**

1. The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories common area and facilities including subsequent white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircases, the landing, the gutters, roof, rainwater pipes, motors, pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipments, in, under or upon the building enjoyed or used in common by the Purchaser co-Purchaser or other occupiers of the building.
2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. Cost and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidents costs.
4. The cost of decorating the exterior of the building.

5. The cost of repairing and maintenance of water pump, electrical installations and over lights and service charges supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
7. Municipal taxes, Multi storied building tax, if any, and other similar taxes save those separately assessed on the respective flat until and unless the said flats/ units handed over to the Owners /prospective purchasers the Developer shall bear all kinds of rates and taxes.
8. Litigation expenses as may be necessary for protecting the right, title and possession to the land and the building.
9. Such other expenses as are necessary or incidental for the maintenance, Govt. duties, GST and up-keep of the building as may be determined by the flat and/or Unit Owners' Association.

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

WITNESS:

1.

As lawful constituted attorney of the Owners/Vendors herein.

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SIGNATURE OF THE FIRST PART/  
OWNER/VENDOR

2.

1.

2.

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SIGNATURE OF THE PURCHASERS

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SIGNATURE OF THE PROMOTER /  
DEVELOPER / PROMOTER /  
CONFIRMING PARTY

**Drafted by me**

**Ratan Pal, Advocate**  
**High Court, Calcutta**  
**Enrollment No. WB/675/1992**

**RECEIVED** of and from the within mentioned **PURCHASERS** the full consolidated consideration sum of **Rs...../- (Rupees .....)** only against the the flat which is hereby being transferred in the manner following: -

Sl. No.	Online Transaction/ Pay Order No.	Date	Name of the Bank & Branch	Amount (Rs.)
1.				
2.				
3.				
4.				
5.				
6.				
			<b>TOTAL : Rs.....</b>	

(Total Rupees ..... only)

WITNESSES: -

1.

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SIGNATURE OF THE PROMOTER /  
DEVELOPER / PROMOTER /  
CONFIRMING PARTY

2.