

## **DEED OF CONVEYANCE**

**THIS INDENTURE** is made on this the .....day of ..... Two Thousand and Twenty four (2024) BETWEEN (1) **NANDITA MANNA** (PAN : AZYPM3832D), wife of Late Sukumar Manna, by faith Hindu, by Nationality Indian, by occupation House-wife, (2) **SANJAY MANNA** (PAN- ARPPM4244G), son of Late Sukurnar Manna, by faith Hindu, by Nationality Indian, by occupation - Business, (3) **RITA MANNA** (PAN : BADPM9474L), wife of Late Biswanath Manna, by faith Hindu, by Nationality Indian, by occupation Housewife, (4) **CHANDRANI DAS** (PAN : AMOPD9495P), daughter of Late Biswanath Manna, by faith Hindu, by Nationality - Indian, by occupation Housewife, (5) **SAMBHUNATH MANNA** (PAN : C3VPM8918F), son or Late Brajendra Nath Manna, by faith Hindu, by Nationality Indian, By occupation Business (6) **SHI SURAJIT MANNA** (PAN : AGPPM4078K), son of Late Biswanath Manna, by faith Hindu, by Nationality Indian, by occupation Service, (7) **RAGHUNATH MANNA** (PAN : CMAPM4413P) son of Late Brajendra Nath Manna, by faith Hindu, by Nationality - Indian, by occupation Service, (8) **GOUTAM MANNA** (PAN : ELLPM3365M), son of Late Brajendra Nath Manna, by faith Hindu, by Nationality - Indian, by occupation Business, (9) **SANTO MANNA** (PAN : FYUPM5035E) son of Late Brajendra Nath Manna, by faith Hindu, by Nationality Indian, by occupation Service, (10) **SOURAV MANNA** (PAN : CHGPM6G67N), son of Late Amamath Manna, by faith Hindu, by Nationality Indian, by occupation service, (11) **GOPA RAY** (PAN : DUPPR2565K), daughter of Late Brajendra Nath Manna, by faith Hindu, by

**GK BUILDERS**  
*Kuntal Sheel*  
**Partner**

Nationality Indian, by occupation House-wife, (12) **KRISHNA JANA** (PAN : CKNPJ3462N) daughter of Late Brajendra Nath Manna, by faith Hindu, by Nationality Indian, by occupation Housewife, (13) **RINA DAS** (PAN : GBCPD8987E), daughter of Late Brajendra Nath Manna, by faith Hindu, by Nationality Indian, by occupation Housewife, (14) **LATA JANA** (PAN : BAZPJ7767F) daughter of Late Brajendra Nath Manna, by faith Hindu, by Nationality Indian, by occupation Housewife, fall are residing at 4A, Monoharpukur 2nd Lane, P.O. Sarat Bose Road, P.S. Rabindra Sarabar, Kolkata - 700029, hereinafter jointly called and referred to as the **OWNERS/VENDORS** (which term or expression shall unless excluded by or repugnant to the context and subject hereof be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**. The Vendors are represented by their Constituted Attorney namely (1) **GOPAL GHOSH** (PAN : BJBPG9601A) son of Late Krishna Pada Ghosh, by faith Hindu, by Nationality Indian, by occupation Business, residing at 11E, Monohar Pukur 2nd Lane, Police Station previously Lake at present Rabindra Sarobar, Post Office Sarat Bose Road, Kolkata - 700029 and (2) **SRI KUNTAL SHEE** (PAN : BPTPS7651N) son of Krishnachandra Shee, by faith Hindu, by Nationality - Indian, by occupation - Business, residing at 4C, Monohar Pukur 2nd Lane, P.O. Sarat Bose Road, P.S. Rabindra Sarobar, Kolkata – 700029 and the said Power of Attorney was registered on 23.09.2022 in the office of the D.S.R.-IV AT Alipore and recorded in Book No. 1, Volume No. 1604-2022, pages from 354450 to 354480, Being No. 160411514 for the year 2022.

### **A N D**

(1) \_\_\_\_\_ (PAN : \_\_\_\_\_) son of \_\_\_\_\_, by faith Hindu, by Nationality Indian, by occupation \_\_\_\_\_ and, herein after

jointly called and referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the context and subject hereof be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**A N D**

(1) **GOPAL GHOSH** (PAN : BJBPG9601A ) son of Late Krishna Pada Ghosh, by faith Hindu, by Nationality Indian, by occupation Business, residing at 11E, Monohar Pukur 2nd Lane, Police Station previously Lake at present Rabindra Sarobar, Post Office Sarat Bose Road, Kolkata - 700029 and (2) **SRI KUNTAL SHEE** (PAN : BPTPS7651N) son of Krishnachandra Shee, by faith Hindu, by Nationality - Indian, by occupation - Business, residing at 4C, Monohar Pukur 2nd Lane, P.O. Sarat Bose Road, P.S. Rabindra Sarobar, Kolkata – 700029 hereinafter jointly called and referred to as the **DEVELOPERS/ CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the context and subject hereof be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS originally one Brojendra Nath Manna by virtue of a Deed of Conveyance dated 17.12.1955 purchased from one Ganesh Chandra Banerjee and minor Rabindra Nath Mullick represented by his mother Smt. Basumati Mullick ALL THAT piece and parcel of land measuring more or less 04 Cottahs 09 Chittaks 09 sq.ft. being known numbered as **Municipal premises No. 4A, Monoharpukur 2<sup>nd</sup> Lane, P.S. Rabindra Sarobar, Kolkata - 700029**, Touzi No. 2833, Hal No. 55, Holding No. 219, within the limits of the Kolkata Municipal Corporation, Ward No. 85, in the District South 24-Parganas. The said Deed of Conveyance was registered in the office of District Sub- Registry Office at Alipore and recorded in Book No. I, Volume No. 128, Pages from 91 to 96, being No. 7767 for the year 1955.

AND WHEREAS after purchase while seized and possessed said Brojendra Nath Manna was in possession and enjoyment of the aforesaid property as absolute owner thereof he out of his natural love and affection gifted the aforesaid property unto and in favour of his wife Saila Bala Manna by executing a Deed of Gift. The said Deed of Gift was registered on 23.07.1962 in the office of Sub-Registry office at Alipore and recorded in Book No. I, Volume No. 97, pages from 167 to 169, Being No. 6273 for the year 1962.

AND WHEREAS after acquiring right, title and interest in respect of the aforesaid property as absolute owner thereof, the said Saila Bala Manna duly mutated her name in the records of the Kolkata Municipal Corporation and went on paying taxes and outgoings without any demur vide Assessee No. 11-085-15-0076-5 after erecting two storied building upon the said land.

AND WHEREAS said Saila Bala Manna died intestate on 18.01.1995 leaving behind the present owners herein as her only legal heirs and successors to inherit their respective share in respect of the entire property, mentioned in the **first schedule** hereunder written as per Dayabhaga Law of Hindu Succession Act, 1956.

AND WHEREAS while jointly seized and possessed of the aforesaid property the present Vendors/ Owners recorded their names with the Assessment record of the Kolkata Municipal Corporation and the said property is known as **Assessee No. 11-085-15-0076-5** and paying the rates and taxes regularly to the Authority Concerned.

AND WHEREAS thus the present Vendors/ Owners lawfully jointly seized and possessed of **ALL THAT** piece and parcel of land measuring more or less 04 Cottahs 06 Chittaks 09 sq.ft. be the same a little more or less along with Building standing thereon lying and situated at **Municipal premises No. 4A, Monoharpukur 2nd Lane, Kolkata 700029**, Touzi No. 2833, Hal No. 55, Holding No. 219, within the present limits of the Kolkata Municipal Corporation, Ward No.

085, Assessee No. 11-085-15-0076-5, under Police Station Lake now Rabindra Sarobar, in the District of South 24-Parganas, morefully described in the **First Schedule** hereunder written free from all encumbrances.

AND WHEREAS the said Owners are now desirous of developing their share in the entire premises the said premises by constructing thereupon a new building in accordance with the building plan to be approved and sanctioned by the Kolkata Municipal Corporation. But due to financial stringency and/or paucity of funds the said Owners are unable to start the construction of the said proposed building and had been in search of a suitable Developer, who can undertake the responsibility of construction of such building at the said premises by their own funds, arrangements and expenses with help and assistance of the Owners.

AND WHEREAS being aware of such intention of the Owners, the Developer herein contacted the Owners and requested them to allow them to develop the said premises as desired by the Owners by constructing the proposed building in accordance with the sanction plan to be sanctioned by the Kolkata Municipal Corporation at the arrangement, cost and expenses of the Developer.

AND WHEREAS upon and after negotiations between the two parties; the Owners herein, being party of the first part, have agreed to allow the Developer , being the party of the other part, to develop the said premises being **Municipal premises No. 4A, Monoharpukur 2<sup>nd</sup> Lane, Kolkata 700029**, within the present limits of the Kolkata Municipal Corporation, Ward No. 085, Assessee No. 11-085-15-0076-5, under Police Station Lake now Rabindra Sarobar, in the District of South 24-Parganas, as a real estate project ,on the terms and conditions hereinafter contained in this “Development Agreement and Development Power of Attorney”.

AND WHEREAS the owners/ Vendors in course of such owning and possessing of the property mentioned hereinabove and hereunder in schedule having desirous of developing the said (Property) premises, by constructing a new building in accordance with the plan or plans to be sanctioned by the Kolkata Municipal Corporation and the owners have approached the Developer for the purpose of developing the aforesaid property in terms of the plan sanctioned by the Authority concern and the Vendors and the Developer entered into a Registered Development Agreement which was registered on 23.09.2022, in the office of the D.S.R.-IV at Alipore and recorded in Book No. 1, Volume No. 1604-2022, pages from 354481 to 354540, Being No. 160411513 for the year 2022 with the terms and conditions stipulated therein and they also granted a Development Power of Attorney on 23.09.2022 in favour of the Developer/ Confirming party which was registered in the office of the D.S.R.-IV at Alipore and recorded in Book No. 1, Volume No. 1604-2022, pages from 354450 to 354480, Being No. 160411514 for the year 2022 and also proceed on the construction work of the said building.

**AND WHEREAS** pursuant to the Development Agreement and Development Power of Attorney, the Developer has started construction of **the Straight - II storied** residential building in accordance with the plan sanctioned by the Kolkata Municipal Corporation **bearing Plan No. :2023080058 Dtd. 30/09/2023** and also completed the construction of the said building in accordance with the aforesaid sanctioned building plan.

AND WHEREAS the Third Party/Developer has declared to sell **ALL THAT** piece and parcel of one self-contained residential flat No. 1A on the FIRST FLOOR, South-West Side, measuring **about 570 sq.ft.** super built up area consisting of 2 (two) bed rooms, 1 (one) dining-cum-kitchen, 1(one) Toilet, one Balcony of the **said Straight- II storied building**, together with undivided proportionate share of land along with all easement and appurtenances and all easement rights over the common parts and portion of the said building lying and situated at **Municipal premises No. 4A, Monoharpukur 2nd Lane, Kolkata 700029**, within the present limits of the Kolkata Municipal Corporation, Ward No. 085, Assessee No. 11-085-15-

0076-5, under Police Station Lake now Rabindra Sarobar, in the District of South 24-Parganas, more fully described in the **second schedule** hereunder written.

AND WHEREAS the Second Party/Purchasers herein being aware of the intention of the Third Party/Developer proposed to purchase the aforementioned flat and the Third Party/ Developer has agreed to sell and the Second Party/Purchasers have agreed to purchase the said **ALL THAT** piece and parcel of one self-contained residential **flat No. 1A on the FIRST FLOOR, South-West Side**, measuring **about 570 sq.ft.** super built up area consisting of 2 (two) bed rooms, 1 (one) dining-cum-kitchen, 1(one) Toilet, one Balcony of the **said Straight- II storied building**, together with undivided proportionate share of land along with all easement and appurtenances and all easement rights over the common parts and portion of the said building lying and situated at **Municipal premises No. 4A, Monoharpukur 2nd Lane, Kolkata 700029**, within the present limits of the Kolkata Municipal Corporation, Ward No. 085, Assessee No. 11-085-15-0076-5, under Police Station Lake now Rabindra Sarobar, in the District of South 24-Parganas **from the allocated portion of the DEVELOPER** at or for the total consideration money of **Rs. \_\_\_\_\_/- ( \_\_\_\_\_ )** only free from all encumbrances.

AND WHEREAS by an Agreement for Sale dated **09.02.2024** made between the said **Nandita Manna and others** therein referred to as the Owners/Vendors of the First Part and \_\_\_\_\_, the Purchasers herein therein referred to as the Purchasers of the Second Part and **Sri Gopal Ghosh and Sri Kuntal Shree**, the Developer/Confirming Party herein therein also referred to as Developer /Confirming Party of the Third Part wherein the Purchasers have agreed to purchase and acquire on ownership basis and to cause to be constructed erected and completed through the Developer **ALL THAT** piece and parcel of one self-contained

\_\_\_\_\_, measuring **about** \_\_\_\_\_ super built up area consisting of 2 (two) bed rooms, 1 (one) dining-cum-kitchen, 1(one) Toilet, one Balcony of the **said Straight- II storied building**, together with undivided proportionate share of land along with all easement and appurtenances and all easement rights over the common parts and portion of the said building lying and situated at **Municipal premises No. 4A, Monoharpukur 2nd Lane, Kolkata 700029**, within the present limits of the Kolkata Municipal Corporation, Ward No. 085, Assessee No. 11-085-15-0076-5, under Police Station Lake now Rabindra Sarobar, in the District of South 24-Parganas together with undivided proportionate share of the land upon which the building is constructed along with right to enjoy the common service areas, facilities and amenities as are provided in the Said Building as well as in Said Premises (The Said Flat is delineated in the Map or Plan annexed hereto and thereon bordered in **RED**) forming part of the **Developer's Allocation** (morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) **AND FURTHER** to nominate the said Purchasers to acquire the undivided proportionate share or interest in the land below and underneath the building comprised in the said Premises and attributable to the said Flat from the said Owner/Vendor intended to be purchased/acquired **TOGETHER WITH** the proportionate share or interest in all the common areas and portions and common parts comprised in the said building and also the right of free ingress in and egress out from the said Flat without any obstruction whatsoever or howsoever (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID FLAT** at and for the total consideration of **Rs.**\_\_\_\_\_/-( \_\_\_\_\_) only and on the terms and conditions more fully and particularly mentioned and recorded in the said Agreement hereinafter called the **AGREEMENT FOR SALE**.



AND WHEREAS in terms of the said Registered agreement for sale the Purchasers have paid **Rs. \_\_\_\_\_/-** ( \_\_\_\_\_ ) only as advance money out of the total consideration to the Developer/Confirming Party and the Developer/Confirming Party received the same and acknowledge in the memo of consideration in the said Agreement for Sale.

AND WHEREAS in pursuance of the said Agreement for Sale the Purchasers herein have paid the balance consideration money of **Rs. \_\_\_\_\_/-** only to the Developer/ Confirming Party herein before execution of these presents and the Developer/ Confirming Party herein received and acknowledge the same as per Memo of Consideration hereunder written for self and on behalf of the Owners/Vendors herein.

AND WHEREAS the Owners/Vendors and the Developer/ Confirming Party herein further declare to dispose of with sole, exclusive transferable and irrevocable right to use the Said Flat together with joint **AND** impartible ownership or interest in the land or soil underneath the said Building along with the Vendors' entire right, title and interest in all common parts and services which shall be impartible with all other flat owners' of other floor spaces and/or flats in the said building and also together with the rights of easements pertaining to the said building to be held and enjoyed by the Purchasers as well as by the Vendors/Developer jointly with other owners of other floor spaces and/or flats in the said building thereto and inheritance thereof absolutely and forever, free from all encumbrances, more fully and clearly described in different **SCHEDULES** written hereunder.

AND WHEREAS being called upon by the Developer/Confirming Party herein the Owners/Vendors herein agreed to execute and register Deed of Conveyance in respect of the said Flat together with undivided proportionate share of

land in the said premises and all rights and privileges in common areas, facilities and amenities as are provided in the Said Premises in favour of the Purchasers free from all encumbrances, liens, lispendences and the Developer herein agreed to joint in this Deed as the Confirming Party.

**NOW THIS INDENTURE WITNESSETH THAT :-**

In pursuance of the Development Agreement and Registered agreement for sale on \_\_\_\_\_ and in consideration of the sum of **Rs.**\_\_\_\_\_/-( \_\_\_\_\_ ) **only** paid by the Purchasers to the Developer at or before the execution of these presents (the receipt whereof the Developer doth hereby as well as by the memo hereunder written admits and acknowledge towards the cost of the unit and of the common area and of and from the payment of the same and every part thereof for ever release discharge and acquit the Purchasers and the said unit and the properties appurtenant thereto) the Vendors as well as the Developer /confirming party doth hereby grant, sell, convey, transfer assign and assure unto the Purchasers and the Developer doth hereby confirm such sale of **ALL THAT** piece and parcel of one self-contained residential \_\_\_\_\_, measuring **about** \_\_\_\_\_ super built up area consisting of 2 (two) bed rooms, 1 (one) dining-cum-kitchen, 1(one) Toilet, one Balcony of the **said Straight- II storied building**, together with undivided proportionate share of land along with all easement and appurtenances and all easement rights over the common parts and portion of the said building lying and situated at **Municipal premises No. 4A, Monoharpukur 2nd Lane, Kolkata 700029**, within the present limits of the Kolkata Municipal Corporation, Ward No. 085, Assessee No. 11-085-15-0076-5, under Police Station Lake now Rabindra Sarobar, in the District of South 24-Parganas, as morefully described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** all yards, areas, sewers, drains, water, water courses, paths,

passages, rights, lights liberties, privileges, easements, appendages and appurtenances whatsoever thereunto belonging or in any wise appertaining thereto or that the same or any part thereof is usually held, used, occupied, enjoyed or accepted or reputed or known as part or parcel or member thereof or appurtenant thereto AND all the estate, right, title, interest, property, claim and demand whatsoever of the vendor into upon or in respect of the said unit and properties appurtenant thereto including the undivided share of the land AND ALSO TOGETHER WITH the free unfettered transferable and heritable right to have the unit and the common portions proportionately constructed and made habitable and tenantable and to own use occupy and enjoy the same as absolute owner thereof AND ALSO TOGETHER with the easements or quasi easements and other stipulations and provisions in connection the beneficial use and enjoyment of the Unit hereunder written TO HAVE AND TO HOLD the same and every part thereof and all other properties rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers absolutely and forever free from all encumbrances liens lispendents and attachments whatsoever BUT SUBJECT to the Purchaser's covenant herein contained AND ALSO EXCEPTING AND RESERVING unto the Vendors, Developer and the Co- Owners such easement and quasi easements rights and privileges.

**II. THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASERS** as follows:-

- i) That notwithstanding any act deed matter or thing by the Vendors done or executed or knowingly suffered to the contrary, the Vendors are now lawfully and rightfully and absolutely seized and possessed or and/ or otherwise well and sufficiently entitled to the undivided share and all other properties benefits and right and each and every part thereof hereby granted, sold, conveyed, transferred, assigned and

assured unto and to the Purchasers in the manner aforesaid for perfect and indefeasible estate of inheritance without any manner or condition or other things whatsoever to alter, defect, encumber or make void the same.

- ii) AND THAT notwithstanding any such act deed matter or thing whatsoever done as aforesaid the Vendors now hath good right full power and absolute authority to grant sell convey transfer assign and assure the undivided share and all other properties, benefits and rights hereby granted, sold, conveyed, transferred assigned and assured unto and to the Purchasers in the manner aforesaid according to the true intent and meaning of these presents.
- iii) AND THAT the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly hold, possess, use and enjoy the said unit and the properties appurtenant thereto including the undivided proportionate share of land and all other properties, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid and to receive all rents, issues, and profits thereof without any lawful hindrance, eviction, interruption, disturbances, claim and demand whatsoever from or by the Vendor or any person lawfully or equitably claiming from under or in trust for the Vendors and thus the Purchasers became the absolute owner of the said flat of the said building with right to transfer, sell, mortgages, lease, gift, exchange or to let out the flat.
- iv) AND THAT the said unit and the properties appurtenant thereto including the undivided proportionate share of the land and all other properties benefits and rights hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so to be and each and every part thereof are now free from all claim, demands, encumbrances, liens, lispendents, attachments, leases, uses, debutters or trusts made or suffered by the Vendors or any person having or lawfully claiming any estate or interest therein from under or in trust for the Vendors.

- v) AND THAT the Vendors shall indemnify and keep the Purchasers saved harmless and indemnified against all estates, charges, encumbrances, liens, lispendents, attachments, uses, debutters, trusts, created or made by the Vendors or any person lawfully or equitably or rightfully claiming as aforesaid from the Vendors and all claims, demand, actions and proceedings as may be occasioned by reason thereof.
- vi) AND FURTHER THAT the Vendors and all person having or rightfully claiming any estate or interest in the undivided share or any part thereof from time to time and all times hereafter at the request and at the costs of the Purchasers do and execute or cause to be done and all executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the undivided share and all other properties, benefits and rights hereby granted, sold, transferred, assigned and assured unto and to the Purchasers in the manner aforesaid as shall or maybe reasonably required by the Purchasers.
- vii) AND ALSO THAT the Vendors have not at any time done or executed or knowingly suffered or been party or parties to any act deed matter or thing whereby the undivided share and all other properties, benefits and rights hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so to be and every part thereof can or may be impeached encumbered or suffered in title.
- viii) AND FURTHER THAT the Vendors shall at the costs and expenses of the Purchaser produce or cause to be produced before the Purchasers or their agents or as be required by the Purchasers all original deeds and documents as are in anyway relating to the land are in the custody and control or the Vendors and shall also at the like request and costs deliver such copies and/ or extracts therefrom and shall in the time keep the same safe unobliterated and uncanceled.

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

- i) That the Developer has duly completed the construction of the unit, for and on behalf of the Purchasers wholly and the common portions for and on behalf of the Vendors and co-owners proportionately and has since delivered vacant possession of the unit to the Purchasers.
- ii) THAT the consideration of **Rs. \_\_\_\_\_/-** only first above mentioned towards costs of construction of the unit and the common area and all amounts payable by the Purchasers to the Developer/ Confirming Party under the Agreement for sale towards such reimbursement of the consideration for sale of the undivided share and the costs of the construction of the Unit and the common areas proportionately has fully been paid and the Developer has no claim towards the same from the Purchasers.
- iii) That the Developer now has no right title or interest of any nature whatsoever in the Unit along with its proportionate common areas.
- iv) Until the works relating to common purposes be not transferred to the co- owners, the Developer shall manage and maintain the common portion and do other acts relating to common purposes by itself or through its nominee or nominees in the proper and decent manner at the expenses of the co-owners (including the Purchaser) and upon such handing over the maintenance of the common portions and other acts relating to common purposes shall be the responsibility of the co-owners (including the Purchasers).

**IV. AND THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER as follows :-**

- a) That the Purchasers shall never claim partition of the said undivided share of the land and common area of the building and services and the same shall always remain impartible.
- b) That apart from the said unit and the properties appurtenant thereto the Purchasers shall not have nor shall claim any right title or interest of any nature whatsoever in

any other part or parts of the building and the land save and subject to the right to use the common areas in common with the co- owners.

- c) The Purchasers shall observe fulfil and perform all the rules and regulations as may be framed for the beneficial use and enjoyment of the unit and for the common purposes by the Developer, Vendors and/ or the Co- owners.
- d) That the Purchasers have inspected the title in respect of the said land and also the building plans in respect of the building and the unit and is fully satisfied about the same and the construction of the building including the unit and the common areas and services.
- e) To co-operate with the Developer and the co- owners in the acts relating to common purposes.
- f) To allow the Developer and its workmen to enter into the Unit and the other parts for carrying out the works required for common purposes upon reasonable notice to the Purchasers.
- g) To pay proportionate share of the common expenses regularly and punctually.
- h) To pay regularly and punctually all outgoing and the revenue rates and taxes in respect of the Unit and the land and the common portions proportionately for the period after the date of delivery.
- i) To pay regularly and punctually for all charges for the electricity consumed in the said unit wholly and the common parts proportionately.
- j) To Keep and maintain the Units, periphery walls, partition walls, sewers, drains pipes and appurtenances within the unit in a good state of repair and conditions.
- k) Not to use the unit to permit use of the same for any other purpose other than for residential purposes.
- l) Not to use the Unit for any illegal or immoral purpose or for any purpose which may or is likely to cause nuisance or annoyance to the owners and occupiers of the other

units in the same building or to the owners or occupiers of the neighbourhood properties.

- m) Not to store in the Unit any goods or hazardous or combustible nature or which are heavy as to affect the construction or the structure of the said building or any part thereof save as be required for normal residential purposes.
- n) Not to do anything in the said unit which may cause or tend to cause damage to any flooring or ceiling or any unit over or below or adjacent to the said unit or in any manner interfere with the peaceful use and enjoyment thereof or any open space passage, stairs, landings or other amenities available for common use.
- o) Not to demolish the Unit or any part thereof nor at any moment make or cause to be made additions or alterations of whatsoever nature to the said unit or any part thereof which may cause inconvenience to the co- owners and deviates from the sanctioned K.M.C. building plan.
- p) Not to change the outer elevation of the building or decorate the exterior of the Unit otherwise that in the manner similar to which the same is at present decorated.
- q) All payments to be made by the Purchaser as mentioned above shall be made from time to time and within seven days of a bill of demand being sent to the Purchasers.
- r) So long as the said unit be not separately assessed for municipal revenue rates and taxes, the Purchase shall pay to the Developer /Vendors proportionate share of the Municipal Revenue rates and taxes as be assessed for the land and the building and the liability for such payment by the Purchaser to the Developer / Vendors shall accrue from the actual date of delivery of the unit/flat.
- s) That after registration of the flat in favour of the Purchasers, the Purchasers along with other flat owners will form a SOCIETY for the said building.



**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece and parcel of Bastu land measuring an area 04 Cottahs 06 Chittaks 09 sq.ft. be the same a little more or less along with building standing thereon lying and situated at **Municipal premises No. 4A, Monoharpukur 2nd Lane, Kolkata 700029**, Touzi No. 2833, Hal No. 55, Holding No. 219, within the present limits of the Kolkata Municipal Corporation, Ward No. 085, Assessee No. 11-085-15-0076-5, under Police Station Lake now Rabindra Sarobar, in the District of South 24-Parganas OR HOWSOEVER otherwise the said property be called known numbered described and distinguished, which is butted and bounded as follows :-

ON THE NORTH : 4c, Monoharpukur 2<sup>nd</sup> Lane;

ON THE SOUTH : 4G and 4H, Monoharpukur 2<sup>nd</sup> Lane and 9'-9" wide common passage;

ON THE EAST : 6'-6" wide common passage;

ON THE WEST : 1/1A, Monoharpukur 2<sup>nd</sup> Lane;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of one self-contained residential flat No. 1A on the FIRST FLOOR, South-West Side, measuring **about 570 sq.ft.** super built up area (Carpet area ..... sq.ft.) consisting of 2 (two) bed rooms, 1 (one) dining-cum-kitchen, 1(one) Toilet, one Balcony of the **said Straight- II storied building**, together with undivided proportionate share of land along with all easement and appurtenances and all easement rights over the common parts and portion of the said building lying and situated at **Municipal premises No. 4A, Monoharpukur 2nd Lane, Kolkata 700029**, within the present limits of the Kolkata Municipal Corporation, Ward No. 085, Assessee No. 11-085-15-0076-5, under Police Station

Lake now Rabindra Sarobar, in the District of South 24-Parganas morefully and particularly described in the First Schedule herein above and the said flat is delineated with RED border annexed site plan or map which is the part and parcel of this deed.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
(Common areas, parts and portion)

1. Land beneath the building and side lands.
2. Outer walls of the main building.
3. Columns of the main buiiding
4. Surface drains,
5. Boundary,
6. Underground drains for sewerage,
7. Water reservoir both overhead and underground,
8. Passage outside building line.
9. Main entrance.
10. Electric motor cum electric pump space,
11. Roof,
12. lectric meter space.

**THE FOURTH SCHEDULE ABOVE REFERRED**  
(Common Expenses)

1. The expenses of administration, maintenance , repair, replacement of the common parts, equipments, accessories, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors; pumps, water, electric wirings, 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 thereof.

2. The costs of cleaning, maintaining and lighting the main entrance, passages, landings, stair cases, and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.

3. Cost and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.

4. The cost of decorating the exterior of the building.

5. The cost of repairing and maintenance of water pump, electrical installations, over lights and. service charges, and 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 other similar taxes save those separately assessed on the respective unit.

8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.

9. Such other expenses as are necessary or incidental for maintenance, up-keep and security of the building, and Govt. duties, as may be determined by the flat and/or Unit owner's Association, as shall be formed by the unit-owner, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment

Ownership Act and bye laws thereof as amended from time to time being obligatory on their part in the 'fullest legal sense of the term.

10. The share of the purchaser or purchasers in such common expenses shall be generally proportionate in accordance with the liability of the unit hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of area within the same as against the total area within the building to be covered thereunder.

IN WITNESS WHEREOF the Vendors, the Developer and the Purchasers subscribed their signature this the day month and year first above written.

SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF:

1.

**(VENDORS)**

2.

**(PURCHASERS)**

**(DEVELOPER/CONFIRMING PARTY)**

Drafted by me,

Advocate

Alipore Police Court, Kolkata- 700 027.

### **MEMO OF CONSIDRATION**

RECEIVED on and from the within Purchasers the within mentioned sum of  
**Rs.** \_\_\_\_\_ only as total consideration money as per memo  
 below:

<b>Date</b>	<b>Cheque No.</b>	<b>Bank</b>	<b>Amount</b>
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WITNESSES :

1.

2.

**GK BUILDERS**  
*Kuntal Sheel*  
**Partner**

(DEVELOPERS)