

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on thisDay of

'Two Thousand and Twenty Four (2024)

BETWEEN

BETWEEN

1). MR PULIN BEHARI MULLICK (PAN NO –AENPM3541D, AADHAAR NO – 9239 4114 8115) son of Late Shiba Pada Mullick, by faith Hindu, by occupation Service, **2). MR PRABHAT KUMAR MULLICK (PAN NO: AEPPM1312Q, AADHAAR NO- 3066 4324 0651)** son of Late Shiba Pada Mullick, by faith Hindu, by occupation Service, **3). MR PRONOB KUMAR MULLICK (PAN NO – AHOPM1307R, AADHAAR NO : 2297 3763 0866)** son of Late Shiba Pada Mullick, by faith Hindu, by occupation Service, all by Nationality Indian, residing at 6A, Ram Krishna Ghose Road, P.S. & P.O. Sinthi, Kolkata – 700050, District – North 24 Parganas,**4). MR BANIBRATA CHATTERJEE (PAN NO – ABUPC7805N, AADHAAR NO – 2403 2064 2749)** son of Late Hari Prasanna Chatterjee, by faith Hindu, by occupation Retired Person, by Nationality Indian, residing at Premises No 6B/1A, Ram Krishna Ghose Road, P.S. & P.O. Sinthi, Kolkata – 700050, District – North 24 Parganas, **5). MRS SANDHYA MUKHERJEE (PAN NO – BNOPM6795E, AADHAAR NO – 5902 0703 6296)** daughter of Late Hari Prasanna Chatterjee & wife of Ashoke Kumar Mukherjee by faith Hindu, by occupation House Wife, by Nationality Indian, residing at 25, Sukanta Sarani, P.S. Uttarpa, P.O. Bhadrakali, Pin No 712232, District – Hooghly, **6) MRS GITA CHATTERJEE (PAN NO-AONPC0973P, AADHAAR NO – 8216 6420 9421)** wife of Late Subrata Chatterjee, by faith Hindu, by occupation House Wife, by Nationality Indian, residing at Premises No 6B/1A, Ram Krishna Ghose Road, P.S. & P.O. Sinthi, Kolkata – 700050, District – North 24 Parganas, **(7). MR SOUGATA CHATTERJEE (PAN NO – AONPC0863J, AADHAAR NO – 9723 1975 9694)** son of Late Subrata Chatterjee, by faith Hindu, by occupation Advocate, by Nationality Indian, residing at Premises No 6B/1A, Ram Krishna Ghose Road, P.S. & P.O. Sinthi, Kolkata – 700050, District – North 24 Parganas, , **8). MRS PRANATI CHATTERJEE (PAN NO - AOKPC5750K, AADHAAE NO – 2278 0465 4640),** wife of Late Debabrata Chatterjee, by occupation House Wife, **9) MR SUKUMAR CHATTERJEE (PAN NO – AIGPC4990B, AADHAAR NO – 4729 6539 9520),** son of Late Debabrata Chatterjee, by occupation Service, **10) MRS MINATI BANERJEE**

(PAN NO – AYFPB1391N, AADHAAR NO – 5253 4206 0245) daughter of Late Debabrata Chatterjee & wife of Mr Sambhu Banerjee, by occupation House Wife, all (Sl 8 to 10) by faith Hindu, by Nationality Indian, residing at Premises No 6B/1A, Ram Krishna Ghose Road, P.S. & P.O. Sinthi, Kolkata – 700050, District – North 24 Parganas, **11) MR ANIRBAN GHOSH (PAN NO – AGRPG7411Q, AADHAAR NO – 5366 0391 3541)** son of Late Gauranga Chandra Ghosh by faith Hindu, by occupation Business, by Nationality Indian, residing at 6A/1, Ram Krishna Ghose Road, P.S. & P.O. Sinthi, Kolkata – 700050, District – North 24 Parganas, hereinafter referred to and called as the **OWNERS** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs/heirresses, representatives, administrator, executor, nominees and assign) of the **PARTY OF THE FIRST PART.**

AND

JAIMA ENTERPRISE, a proprietor ship firm being represented by **MR ANANDA KUMAR GUPTA(PAN NO- ADNPG3286C, AADHAAR NO – 6434 9101 1945)** son of Late Raghunandan Prasad Gupta, by faith Hindu, by occupation Business, by Nationality Indian, residing at 47/25A Ramkrishna Ghosh Road, P.O. & P.S. Baranagar, Kolkata – 700050, District – North 24 Parganas, having its Office at 4G, Roy Para Lane, P.S. & P.O. Sinthi, Kolkata – 700050, hereinafter referred to and called as the **DEVELOPER** (Which term or expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs/heirresses, representatives, executors, administrators nominees and assigns) of the **SECOND PARTY**

AND

MR/MRS/MISS (**PAN NO –**, **AADHAAR NO –**), son/daughter/wife of, by occupation, by faith....., by Nationality Indian, residing at Premises No P.S..... P.O. PIN NO –,District – (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include

their/her/his successors, heirs, heiresses, executors, administrators, legal representatives and assigns.) of the **THIRD PART.**

WHEREAS One Mr Shiba Pada Mullick son of Late Jadunath Mullick purchased a plot of Bastu land measuring about 3 Katha 13 Square Feet with structure on it from its previous owner Mr Gobinda Chandra Ghose son of Late Panchu Gopal Ghosh by way of Deed of Conveyance which was executed in the Office of Sub Registrar Cossipore Dum Dum and recorded in Book No 1, Volume No 107, Pages from 17 to 20, Being No 7162 for the year 1962.

AND WHEREAS said Mr Shiba Pada Mullick duly mutated his name in the record of Calcutta Municipal Corporation and his portion of land was renumbered as 6A, Ram Krishna Ghose Road under Ward No -002, P.S. Cossipore (Now Sinthi), Kolkata – 700050 and he subsequently sold out 1 Katha 4 Chatak of land to one Mrs Renuka Ghosh by way of Deed of Conveyance which was executed in the Office of Sub Registrar Cossipore Dum Dum and recorded in Book No 1, Volume No 57, Pages from 193 to 197, Being No 5643 for the year 1964 and he constructed two storied building in the remaining portion of the said Premises measuring about 1 Katha 12 Chatak 13 Square Feet vide Building Plan No 7B-1 dated 31/07/1986 and began to stay in the said Premises with his family members having 35 years old cement flooring R.C.C. structural area measuring about 790 Sft in Ground Floor & 790 Sft in First Floor. There is one shop of the owner measuring about 120 Sft in the Ground Floor which is within the area of 790 Sft.

AND WHEREAS said Mr Shiba Pada Mullick died intestate on 21/09/2005 leaving behind him wife Smt Santilata Mullick, married daughter Smt Prativa Sarkar and three sons namely Sri Pulin Behari Mullick, Sri Prabhat Kumar Mullick & Sri Pronob Kumar Mullick as his legal heiresses/heirs in connection with Premises No 6A, Ram Krishna Ghose Road, under Ward No -002 of K.M.C., P.S. & P.O. Sinthi, Kolkata – 700050 vide Assessee No 11-002-18-00090.

AND WHEREAS said Smt Santilata Mullick and Smt Prativa Sarkar jointly gifted their 2/5th undivided share of right, title and interest in the property at Premises No 6A, Ram Krishna Ghose Road, P.S. & P.O. Sinthi, Kolkata – 700050 vide Assessee No : 11-002-18-00090 in favour of Sri Pulin Behari Mullick, Sri Prabhat Kumar Mullick & Sri Pronob Kumar Mullick by way of Deed of Gift which was executed in the Office of A.D.S.R.Cossipore Dum Dum and recorded in Book No 1, Being No 09724 for the year 2011.

AND WHEREAS said Pulin Behari Mullick, Prabhat Kumar Mullick & Pronob Kumar Mullick duly mutated their names in the record of K.M.C. as joint owners of Premises No 6A, Ram Krishna Ghose Road, P.S. & P.O. Sinthi, Kolkata – 700050 vide Assessee No : 11-002-18-00090

AND WHEREAS the present owners of the said premises , intend to develop their premises as referred to above following usual prescribed procedure of K.M.C. for which they were in search of a reputed Developer having strong financial background as they are not financially in a position to develop their premises out of their own fund as well as for lack of technical expertise and they have already entered into Development Agreement cum Development Power with Jaima Enterprise a Proprietor Ship Firm being represented by Ananda Kumar Gupta vide Deed No 1-150608573/2023.

AND WHEREAS One Mrs Santilata Devi wife of Hari Prasanna Chattopadhyay (Haoladar) purchased a plot of Bastu Land measuring about 1 Katha 8 Chatak with single storied Tin Shed structure standing thereon from its previous owner Sri Laxmi Pada Maity son of Late Srinath Chandra Maity against Premises No 6B/1A, Ramkrishna Ghose Road, P.S. Cossipore (Now Sinthi), Kolkata – 700050, District 24 Parganas (Now North 24 Parganas) by way of Deed of Conveyance which was executed in the Office of Sub Registrar Cossipore Dum Dum and recorded in Book No 1, Volume No 38, Pages from 280 to 283, Being No 6765 for the year 1962.

AND WHEREAS said Mrs Santilata Devi duly mutated her name in the record of Calcutta Municipal Corporation and constructed 40 years old

cement flooring two storied building in the premises measuring about 750 Square Feet in each floor (Ground & First Floor) and she began to stay in the said Premises with her family members and continued payment of K.M.C. tax regularly.

AND WHEREAS said Mrs Santilata Devi died intestate on 22/03/1991 and her husband Hari Prasanna Chatterjee (Haoladar) predeceased her on 09/08/1987 leaving behind them three sons and one daughter namely Debabrata Chatterjee, Subrata Chatterjee, Banibrata Chatterjee and Sandhya Mukherjee as their legal heirs/heir in connection with Premises No 6B/1A, Ramkrishna Ghose Road, P.S. & P.O. Sinthi, Kolkata – 700050, District – North 24 Parganas.

AND WHEREAS said Mr Debabrata Chatterjee, Mr Subrata Chatterjee, Mr Banibrata Chatterjee and Mrs Sandhya Mukherjee duly mutated their names in the record of Kolkata Municipal Corporation in place of deceased Santilata Devi against Premises No 6B/1A, Ram Krishna Ghose Road, P.S. & P.O. Sinthi, Kolkata – 700050 vide AssesseeNo : 11-002-18-00107.

AND WHEREAS said Mr Debabrata Chatterjee died intestate leaving behind him wife Mrs Pranati Chatterjee and son Mr Sukumar Chatterjee, daughter Mrs Minati Banerjee as his legal heiress/heir in connection with his undivided 25% share of right, title and interest in the property at 6B/1A, Ram Krishna Ghose Road, P.S. & P.O. Sinthi, Kolkata – 700050 vide Assessee No : 11-002-18-00107.

AND WHEREAS said Mr Subrata Chatterjee died intestate leaving behind him wife Mrs Gita Chatterjee and only son Mr Sougata Chatterjee as his legal heiress/heir in connection with his undivided 25% share of right, title and interest in the property at 6B/1A, Ram Krishna Ghose Road, P.S. & P.O. Sinthi, Kolkata – 700050 vide Assessee No : 11-002-18-00107.

AND WHEREAS said Mr Banibrata Chatterjee, Mrs Sandhya Mukherjee, Mrs Pranati Chatterjee, Mr Sukumar Chatterjee, Mrs Minati Banerjee, Mrs Gita Chatterjee and Mr Sougata Chatterjee are now the joint owners of

Premises No 6B/1A, Ram Krishna Ghose Road, P.S. & P.O. Sinthi, Kolkata – 700050 vide Assessee No : 11-002-18-00107 but they have not yet mutated their names in the record of K.M.C. due to some unavoidable circumstances however they have now decided to mutate their names in the record of K.M.C.

AND WHEREAS the present owners of the said premises intend to develop their premises as referred to above following usual prescribed procedure of K.M.C. for which they were in search of a reputed Developer having strong financial background as they are not financially in a position to develop their premises out of their own fund as well as for lack of technical expertise and they have already entered into Development Agreement cum Development Power with Jaima Enterprise a Proprietor Ship Firm being represented by Ananda Kumar Gupta vide Deed No 1-150608572/2023.

AND WHEREAS One Mr Shiba Pada Mullick son of Late Jadunath Mullick purchased a plot of Bastu land measuring about 3 Katha 13 Square Feet with structure on it from its previous owner Mr Gobinda Chandra Ghose son of Late Panchu Gopal Ghosh by way of Deed of Conveyance which was executed in the Office of Sub Registrar Cossipore Dum Dum and recorded in Book No 1, Volume No 107, Pages from 17 to 20, Being No 7162 for the year 1962.

AND WHEREAS said Mr Siba Pada Mullick duly mutated his name in the record of Calcutta Municipal Corporation and his portion of land was renumbered as 6A, Ram Krishna Ghose Road under Ward No -002, P.S. Cossipore (Now Sinthi), Kolkata – 700050 and he subsequently sold out 1 Katha 4 Chatak of land to one Mrs Renuka Ghosh by way of Deed of Conveyance which was executed in the Office of Sub Registrar Cossipore Dum Dum and recorded in Book No 1, Volume No 57, Pages from 193 to 197, Being No 5643 for the year 1964 and she duly mutated her name in the record of K.M.C. and her portion of property was renumbered as 6A/1, Ram

Krishna Ghose Road on Mutation/Separation vide Assessee No 11-002-18-00650 and she began to stay in the said premises.

AND WHEREAS said Smt Renuka Ghosh sold out her property at 6A/1 Ram Krishna Ghose Road measuring about 1 Katha 4 Chatak of land with single storied structure on it to one Mr Gauranga Chandra Ghosh son of Jagadish Chandra Ghosh by way of Deed of Conveyance which was executed in the Office of A.D.S.R. Cossipore Dum Dum and recorded in Book No 1, Volume No 43, Pages from 182 to 186, Being No 1594 for the year 1977.

AND WHEREAS said Mr Gauranga Chandra Ghosh duly mutated his name in the record of K.M.C. against Premises No 6A/1, Ram Krishna Ghosh Road vide Assessee No 11-002-18-00650 and began to stay in the said Premises without any encumbrances from any corner and his name is still appearing in the record of K.M.C. as R/O of Premises No 6A/1, Ram Krishna Ghosh Road vide Assessee No 11-002-18-00650.

AND WHEREAS said Mr Gauranga Chandra Ghosh gifted his entire property at Premises No 6A/1, Ram Krishna Ghosh Road, P.S. & P.O. Sinthi, under Ward No -002 of K.M.C. Kolkata – 700050 vide Assessee No 11-002-18-00650 for an area of Bastu Land measuring about 1 Katha 4 Chatak with single storied 45 years old cement flooring Asbestos Shed Structure (Shop) standing on it measuring about 322 Sft in favour of his son Sri Anirban Ghosh by way of Deed of Gift which was executed in the Office of A.D.S.R. Cossipore Dum Dum and recorded in Book No 1, Volume No 1506-2021, Being No 150602419 for the year 2021but Sri Anirban Ghosh has not yet mutated his name in the record of K.M.C. due to some unavoidable circumstances.

AND WHEREAS the present owner of the said premises intend to develop his premises as referred to above following usual prescribed procedure of K.M.C. for which he was in search of a reputed Developer having strong financial background as they are not financially in a position to develop their premises out of their own fund as well as for lack of technical expertise

he has already entered into Development Agreement cum Development Power with Jaima Enterprise a Proprietor Ship Firm being represented by Ananda Kumar Gupta vide Deed No 1-150608578/2023.

AND WHEREAS the owners of PermissesNo. 6A, Ram Krishna Ghosh Road, 6B/1A, Ramkrishna Ghosh Road &6A/1, Ramkrishna Ghosh Road all under Ward No -002, P.S. & P.O. Sinthi, Kolkata – 700050 vide Assessee Nos 11-002-18-00090, 11-002-18-00107, 11-002-18-00650, already executed Deed of Amalgamation which for was executed in the Office of A.D.S.R. Cossipore Dum Dum and recirded in Book No 1, Volume No 1506-2023, Being No 150612141 for the year 2023, for all that three Premises for the purpose of better use of both the Premises by development of said three premises in its amalgamated forms after obtaining necessary sanctioned building Plan from Kolkata Municipal Corporation with the help of same Developer and all the co-owners will enjoy the property jointly and intend to retain Premises No 6A, Ram Krishna Ghose Road (Assessee No:11-002-18-00090), Kolkata - 700050 after the proposed Mutation/Amalgamation of all the three Premises as referred to above and Premises No. 6B/1A Ram Krishna Ghose Road (A/No : 11-002-18-00107) & Premises No 6A/1, Ram Krishna Ghose Road (A/No – 11-002-18-00650) may be deleted from K.M.C record after amalgamation of all the premises and after the proposed amalgamation total area of the amalgamated area of three premises will be 4 Katha 8 Chatak 13 Sqft under Ward No -002, P.S. & P.O. Sinthi, Kolkata – 700050 with 45 years old Asbestos Shop measuring about 322 Sft and One Shop in the Ground Floor measuring about 120 Sft which is within the area of structure measuring about 1540 Sft (Residential area 1420Sft + Shop Area 120 Sft in the Ground Floor & Residential Structure measuring about 1540 Sft in the First Floor.

AND WHEREAS after execution of Deed of Amalgamation as referred to above both the Owners and the Developer intend to execute necessary Development Agreement cum Development Power of Attorney against Premises No 6A, Ram Krishna Ghosh Road vide Assessee No 11-002-18-

00090 in its amalgamated form as detailed above and the said Development Agreement cum Development Power of Attorney against Premises No 6A, Ram Krishna Ghosh Road vide Assessee No 11-002-18-00090 in its amalgamated form was executed in the Office of A.D.S.R. Cossipore Dum Dum and recorded in Book No 1, Volume No 1506-2024, Pages from 12094 to 12142, Being No 150600112 for the year 2024.

AND WHEREAS the Developer by this time obtained Sanctioned Building Plan from K.M.C. vide B.P.No- dated and started construction of new Building following the sanctioned Building Plan.

AND WHEREAS by this time the Developer completed new construction following the approved Plan of K.M.C. and the Vendor and Developer have decided to sell one self contained Flat Noin theFloor, side, measuring aboutSqr Feet Super Built up area against Carpet Area ofSft consisting of.....
.....out of Developers Allocation and the Developer agreed to sell the said Flat to the Purchaser(s) at a total consideration amount of Rs (Rupees only).

AND WHEREAS the Purchaser(s) being interested to purchase the said flat, made contact with the Developer and after thorough discussions and detail enquiry of all related documents as regards right, title and interest of the Vendor over the said premises as well as the Development Agreement & Development Power of Attorney as executed between the Owner & the Developer, the Purchasers after being satisfied with all related documents and position and size of the Flat, agreed to purchase the said Flat No in the ,, ,, ,, ,, ,, Floor.....side measuring aboutSqr Feet Super Built up area against Carpet AreaSft consisting of..... at a total consideration amount of Rs (Rupees only)

against Premises No 6A, Ram Krishna Ghosh Road, P.O. & P.S. Sinthi, Kolkata – 700050, District – North 24 Parganas.

AND WHEREAS now all the parties have agreed to enter into this Agreement for Sale onstating the terms and conditions in details in order to avoid any future litigations by and between the parties and an Advance amount of Rs has been paid by the Purchaser(s) as earnest money which is properly reflected in the Memo of Consideration.

AND WHEREAS by this time the Purchaser(s) have arranged for payment of balance amount of due consideration money and requested the Developer for execution of Deed of Conveyance for the said Flat No in the Floor, side measuring aboutSqr Feet Super Built up area against Carpet Area Sft consisting of at a total consideration amount of Rs against Premises No 6A, Ram Krishna Ghosh Road, P.O. & P.S. Sinthi, Kolkata – 700050, District – North 24 Parganas and the Developer agreed to execute necessary Deed of Conveyance.

NOW THIS INDENTURE WITNESSES that in pursuance of agreement and in total consideration of said sum of **Rs** only well and truly paid by the Purchasers to the Developer on or before execution of these presents the receipt whereof the Owner/Developer do hereby as well as by the receipt hereunder written, admit and acknowledge and confirm thereof and from the same do hereby acquit release and forever discharge the Purchasers as well as the flat hereby conveyed the Vendor hereby indefeasibly and absolutely grant, convey, assure, sell and transfer unto and to the use of the purchasers all that Flat No..... in the Floor, side measuring aboutSqr Feet Super Built up area against Carpet AreaSft mentioned in the schedule '2nd' hereunder written along with the proportionate share of land mentioned in schedule '1st' below together with all rights, title and interest and claims and demands to hold and enjoy the said property or flat and all the right,

title ,interest and claim of property and demand whatsoever exclusively relating to the same to have and to hold the said unto and in favour of the purchasers absolutely and forever free from all encumbrances or **HOWSOEVER OTHERWISE** the said hereditament and flat or/and/portion thereof now are or is at any time or times hereto before were or was situate, butted, bounded, called known, numbered, described or distinguished together with all rights and benefits in over and under the common passage or corridor shown and all area , water, water sources. Sewerage system, drains, ditches, rights, privileges, common advantages, right liberties and appurtenances whatsoever to the said property hereditament and flat belong or the appurtenant thereof and the reversion and reversions and remainder and remainders AND all estate right title interest, use trust possession. Property claim and demand both at law and in equity of the vendors and into upon the said property hereditament and premises or any or every part thereof AND all rents issues and profits relating to or concerning the said property hereditament and premises which are now or hereafter Shall or maybe in the custody possession power of control of the said vendors or any person or persons from whom they can or may procure the same without suit or action at law or in equity free from all liens attachments and encumbrances **TO HAVE AND TO HOLD** the said property hereditament and premises hereby granted conveyed, assured sold and transferred or expressed or intended so to be and to be unto and to the use of the purchasers absolutely and forever AND the vendors doth hereby including their heirs, executors, administrators, representatives and covenant with purchasers and their heirs, executors, administrators, representatives and assigns that **NOTWITHSTANDING** any, act deed or thing by the vendors or any of their predecessor or predecessors – in – title done committed or executed or knowingly suffered to the Contrary the said vendors are now lawfully and absolutely seized and possessed of or otherwise well sufficiently entitled to the said property hereditament, and premises hereby granted conveyed and transferred or expressed so to be and every part thereof unto and to the use of the purchaser absolutely and forever a perfect and indefeasible estate or inheritance without in any manner or other thing

whatsoever to alter defeat encumber or make void the same AND that NOT WITHSTANDING any act deed or thing whatsoever as aforesaid the vendors now have in themselves good rightful power absolute authority and indefeasible title to sell convey, or transfer the said property, hereditament and premises and every part thereof hereby granted, conveyed and transferred or expressed or intended so to be unto and to the use of the purchasers absolutely and forever AND that the vendors have not in any way encumbered the said property hereditament and premises hereby granted, conveyed and transferred. The property is not under any requisition or acquisition or not affected by any Government project and not vested to the State. The Vendors doth hereby further agree with the Purchaser(s) that the Purchaser(s) shall have every right title and interest to mutate their name with the KMC and shall have every right of transfer of their right, title and interest over the flat at any time by way of sale, gift, mortgage, lease etc. they deem fit and proper. The Vendor/Developer agrees to rectify any defect or omission at the request and costs of the Purchasers.

THE VENDOR/DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER (S) AS FOLLOWS:-

- A) Notwithstanding anything hereto before done or suffered to be done to the contrary the vendor has good and perfect right, title and authority to 'transfer' and convey the said flat together with undivided share or interest in the said piece or parcel of land and building described in the schedule '1st' hereto and at all the common rights, privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the purchaser in the manner aforesaid and that the vendors have not done or knowingly suffered anything whereby the said property may be found to be encumbered affected or impeached in estate title or otherwise.
- B) There are no encumbrances, charges, trusts, liens, attachments, claims or demands whatsoever now substituting on the land and the said flat has not been offered as security or otherwise.

- C) The Vendors shall and will at all times indemnify and keep indemnified and save harmless the Purchasers against all claims and demands whatsoever relating to the period prior to the execution of the deed of conveyance in respect of the said land and flat hereby sold and conveyed and make good to the purchaser for losses they may suffer or be obliged to incur or suffer by reason, of any defeat, flaw or deficiency in the matter of description or other particulars of the said land.
- D) The Purchaser(s) shall henceforth peaceably and quietly hold possess and enjoy the said Flat and receive the rents issues and profits derivable from or by the Vendors or any person or persons claiming through or under or in trust for the Vendors and without any lawful let suit hindrance interruption or disturbance by any other person or persons on behalf of the Vendor.
- E) All taxes, land revenue and impositions payable in respect of the said land and building if found to be unpaid the same shall be deemed to be the liability of the Vendors and to be realized from the Vendors. The Vendors shall at all times do and execute at the costs and expenses of the Purchasers all such further acts Deeds, things and assurances as may be reasonably required by the purchasers for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser to the flat and land sold hereby and conveyed.
- F) The Vendor/Developer shall not have any other claim in respect of the said flat or any portion thereof in the building with other common areas and facilities.

RIGHTS AND OBLIGATIONS OF THE PURCHASER(S)

- A) The Purchaser(s) shall and will own and enjoy the said flat mentioned in the 2nd schedule hereunder written on the said land and buildings described in the 1st schedule hereto together with undivided

proportionate share of the land and the building with rights in common with all other persons lawfully, entitled thereto all sewers, drains, water sources, electricity, telephone and all proportionate rights in respect of all the common areas and facilities mentioned in the 3rd Schedule hereunder written.

- B) The Purchasers shall and will observe and perform the terms, conditions, laws, bye laws and the rules and regulations of the said society or body of the association formed by the flat/unit/C.P.Owners and also covenants contained under this indenture as per Apartment ownership Act 1972.
- C) The plan or elevation of the flat owned by the Purchaser(s) shall not be altered or permitted or suffered to be altered, modified, damaged nor shall any other building or erection be erected in the property hereby sold and conveyed without the consent in writing of the Vendor/Developer and also the owners of the other flats and of the owners of other undivided schedule above written.
- D) The Purchaser(s) shall not have any right, claim for damages against the vendor relating to the nature of construction of the said flat and / or building constructed by the Developer.
- E) The Purchaser(s) shall not at any time carry or suffer to be carried on permit the same to be used except as aforesaid for any purpose other than residing purpose.
- F) The Purchaser(s) shall not do any act deeds and things by virtue of which the building may be damaged and or causing damage to other flat owners and or nuisance.
- G. The Purchaser(s) shall or will give the owners of other flats the necessary vertical horizontal and lateral support for their flats as provided in the building and also to common roads, staircases

passage etc. and shall and will be entitled to similar rights from the owners/occupiers of other flats of the said building.

- H. The walls and fences separating the portion from the remaining flats shall be deemed to be partition walls, and the fences and supports, pipes, and water pipes which serve the flats, jointly shall be maintained and repaired and the cost thereof borne proportionately by the owners and occupiers for the time Being of the same PROVIDED ALWAYS THAT the purchasers herein and their nominee and successor in title shall not by virtue of this deed acquire any right or rights which would prejudice the free use and enjoyment of the common rights by the owners and occupiers of the other flats.
- I. The Purchaser(s) shall have the right to enter any other flat in the said building for the purpose of effecting repair or services, pipes lines and portion of their flats as may be reasonably necessitate such entry to owners of the flat concerned and shall and will allow owners of other flat such entry into their flat under similar circumstances and upon having similar prior notice in writing.
- J. The Purchasers and vendors shall not have any right on the common places and areas other than that right to use and enjoy.
- K. The Purchasers shall be liable to pay tax directly to the K.M.C. and / or other appropriate authorities or contribute in proportion to the floor area of the said flat and proportionate share for the common areas towards or in the account of the payment of Municipality rates and taxes and other outgoing payable in respect of the said plot of land / or building so long their names are not mutated and in case where the said payment shall not be made directly to the K.M.C. and / or any statutory Authority then the same should be paid upon its formation to the association or, society or the purchasers of the undivided shares in the said land and thus becoming owners of the several flats in the building and in default shall be liable for payment

thereof without costs of litigation if used by the Association or society as the case may be so long the mutation is not done in the name of the purchasers shall be liable to pay proportionate taxes in respect of the said flat and common areas.

- L) The Purchasers shall have full proprietary rights and interests and shall be entitled to sell mortgage, let out, lease out, or transfer the said proportionate share in the land along with the flat in any 'manner' whatsoever permitted by law without requiring to have or take any consent for the purpose from the Vendors or any other owner or owners of the flat other than own contained in the said building provided owners the purchaser mortgagor / tenants/ leases Shall be bound by the Rules and Regulations laws or bye laws of the Body / Association / Society to be formed by the flat owners.
- M) The Purchasers' undivided interest in the said soil or land described in the First schedule hereunder written shall remain joint forever with the owners of the other flat of the said buildings, it being hereby further declared that the interest in the said soil or the said plot of land is impartible.
- N) Save and except the flat sold to the Purchasers and use and enjoyment of the common areas and facilities, the Purchasers shall not have any claim in respect of other portion of the building.
- O) The Purchasers shall have the right of obtaining telephone connections to the said flat as well as the right of fixing television antenna and / or radio areal on the roof of the said building and for this purpose the purchasers shall have the right of digging, inserting and or fixing plug and supporting clamps in the required portion of the said building provided always that the Purchasers shall forthwith mend good such dug up holes and excavations at their own cost and expenses

THE SCHEDULE 'A' REFERRED TO ABOVE

ALL THAT piece and parcel of Bastu land, measuring about 4 Katha 8 Chatak 13 Sq. Ft. with newly constructed (G+4) storied Building standing thereon against Premises No 6A, Ram Krishna Ghosh Road, P.S. & P.O. Sinthi, Kolkata – 700050, District – North 24 Parganas, under Ward No -002 of Kolkata Municipal Corporation vide Assessee No 11-002-18-00090 (Amalgamated form of Premises No - 6A, Ram Krishna Ghose Road, 6B/1A, Ram Krishna Ghose Road, 6A/1, Ram Krishna Ghose Road, under Ward No 002 of K.M.C., P.S. & P.O. Sinthi, Kolkata – 700050, Dist – 24 Parganas(N), There is Lift in the Premises. The Premises is butted and bounded as follows.

ON THE NORTH : Ram Krishna Ghose Road (30 Feet Wide)

ON THE SOUTH : 3 Feet wide Common Passage

ON THE EAST : By Premises No.4 & 6B/1 Ram Krishna Ghose Road.

ON THE WEST : 6 Feet wide Common Passage

THE SCHEDULE 'B' REFERRED TO ABOVE

ALL THAT newly constructed Tiles/Marble flooring Residential Flat No in the Floor Side against Premises No 6A, Ramkrishna Ghosh Road, P.S. & P.O. Sinthee, Kolkata – 700050, measuring about ...Sft Super Built up Area against Carpet Area of Sft consisting of, along with proportionate share of land underneath, and all civic amenities & common facilities. There is Lift in the Premises.

SCHEDULE – C - SPECIFICATION OF THE FLAT

1. The partition brick wall of the inner side of the said flat will be 5” (five) in thickness, other major brick wall of inner side will be 5” (five) inches in thickness and the outside brick wall of the said flat will be 8” (Eight) inches in thickness.

2. All floors will be finished with Vitrified Tiles of good quality including skirting areas. The height between floor to inside roof shall be according to guideline of Building Plan.
3. All door frames are Sal Wood and other doors will be water proof flush type ply wood made and P.V.C. / Syntax toilet door.
4. Wooden window panel, two or three racks with glass fitting and M.S. Grill will be fitted from outside in all windows.
5. All the inside walls and partition walls will be covered by plaster of Paris including the ceiling with smooth finish.
6. Marble of good quality in bathroom, toilet and privy up to 6'6" on the walls,
7. Black Granite slab/Counter on top of the kitchen slab/counter.
8. Glazed tiles of good quality on wall of kitchen, from kitchen slab upto 3'3"height.
9. One Basin in between kitchen and dining room,
10. All electric wiring will be concealed in the said flats. Wires will be Havels/Finoles make.
11. The electric points will be installed as follows :-
 - a) Bed Room -- 4 (four) points each room.
 - b) Dining & Kitchen – 4 (four) points.
 - c) A.C. -- 1 (One) point.
 - d) Cable T. V. -- 1 (One) point.
 - e) Toilet – 2 (two) points.
 - f. Calling bell - 1 (One) point.
 - g. Stair Case. – 1 (One) point.
 - h. Geyser – 1 (one) point.
12. The water connection in the said flat will be as follows :-
 - a) Kitchen - 2 (two) points.
 - b) Toilet - 2(two) tap & 1 (One) shower.
 - c) Basin - 1 (One) point.
13. Lift. (Capacity – Four Passengers)/ Any reputed company as per decision of Developer.

SCHEDULE "D" OF THE PROPERTY AS REFERRED TO ABOVE
(COMMON AREAS AND FACILITIES)

1. ALL THAT undivided proportionate share and /or interest in the land described in the Schedule 'A' herein above written and in the common portion described in the schedule hereinafter common right.
2. The roof of the top floor.
3. Entrance and Exit.
4. Boundary walls and main gate and common passage. Drainage and sewerage lines and other installation for the same (exceptionally those as are installed within the exclusive area of any unit and/or exclusively for its use.
5. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of unit and/or exclusively for its use.
6. Staircase, Lift & Lift Lobby.
7. Water pumps, water pump rooms. Water reservoir together with all common plumbing installations for carriage of water in terms of the schedule (save only those as are exclusively within and for use and for use of any unit) in the building at the land.
8. The left over area round the four sides of the building constructed or proposed to be constructed in terms of the schedule mentioned.
9. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the land of the building as are necessary for passage to and / or user of the units' common by the co-owners.

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

SIGNED SEALED AND DELIVERED.

In the presence of

WITNESS:

1.

SIGNATURE OF OWNERS
(FIRST PARTY).

2.

SIGNATURE OF DEVELOPER
(SECOND PARTY)

Drafted By:-

Sitangsu Dasgupta

Advocate (F/342/305/2013)

High Court. Calcutta

SIGNATURE OF PURCHASER(S)
(THIRD PARTY)

MEMO OF CONSIDERATION

RECEIVED the sum of Rs as full consideration amount as per terms of Agreement for Sale/Deed of Conveyance in connection with Flat No in theFloor .

Cheque No /Cash/Date

Bank & Branch

Amount

-

Total Rs

Witness :

1.

SIGNATURE OF DEVELOPER

2.

