# DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** is made on this day of August, 2024.

**BETWEEN**

(1) **SRI ASHIS NUNDY, (PAN – AIJPN3376P), (Aadhar No. 396792604312) (Mobile No.9903745453),** Son of Late Sribas Chandra Nandy, by faith – Hindu, by occupation – Retired, by Nationality – Indian, residing at 4T, Gour Sundar Sett Lane, Post Office – Sinthee, Police Station – Sinthee, Kolkata – 700050, **(2)SMT BIDYA ROY, (PAN – AVZPR6023N), (Aadhar No.3990 5998 8921), (Mobile No.9051568196)** Wife of Bishnupada Roy, by faith – Hindu, by occupation – Housewife, by Nationality –Indian, residing at previously 4U, now 4T, Gour Sundar Sett Lane, Post Office – Sinthee, Police Station – Sinthee, Kolkata – 700050 and **(3)SRI BISHNUPADA NANDY, (PAN – ABRPN1304J), (Aadhar No. 996979826107), (Mobile No.9903745711)** Son of Late Manmotho Nath Nandy, by faith – Hindu, by occupation – Retired, by Nationality – Indian, residing at previously 4U, now 4T, Gour Sundar Sett Lane, Post Office - Sinthee, Police Station - Sinthee, Kolkata – 700050, hereinafter called the **"LANDOWNERS/VENDORS"** (which terms and expressions unless excluded by or repugnant to the contest shall be deemed to include their heirs, executors, administrators, legal successors, representatives and assigns) of the **FIRST PART** represented by their Constituted Attorney **SRI MANOJ ROY, (PAN - AGEPR9777M), (Aadhar**

**No.4190 9947 7650), (Mobile No.9830081166)** son of Sri Indrajit Roy, residing at 14F/1T, Dum Dum Road, Police Station: Chitpore, Post Office: Ghugudanga, Kolkata - 700 030 Sole Proprietor of **M.R. CONSTRUCTIONS, (PAN – AGEPR9777M),** a proprietorship firm having its principal place of business at 14C/1D, Dum Dum Road, P.S.: Chitpore, P.O: Ghugudanga, Kolkata - 700 030, vide registered Power of Attorney dated 4th day of December, 2019, registered at the office of the A.D.S.R. Cossipore, Dum Dum, recorded in Book No.I, Volume No.1506/2019, pages from 518667 to 518700, being No.150611018 and Pages from 518701 to 518731, being No.150611017 for the year 2019.

**AND**

**M.R. CONSTRUCTIONS**, having its office at 14C/1D, Dum Dum Road, Police Station: Chitpore, Kolkata – 700030,represented by its sole proprietor **SRI MANOJ ROY, (PAN - AGEPR9777M), (ADHAAR NO.4190 9947 7650)** son of Sri Indrajit Roy, residing at 14F/1T, Dum Dum Road, Police Station: Chitpore, Post Office: Ghugudanga, Kolkata 700030, hereinafter called the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or

context be deemed to mean and include its, successors-in-office, representatives and assigns) of the **SECOND PART.**

**AND**

**SRI DEBASHIS ROY (PAN - AEGPR0141D) (Aadhar no.8388 8802 8033) (Mobile no.9432497649)** son of Late Krishna Ranjan Roy, by faith-Hindu, by nationality-Indian, presently residing at 45, Iswar Chandra Vidyasagar Road, SDDM, P.S- Dumdum, Kolkata-700077, permanently residing at 76/2, Kali Charan Ghosh Road, P.O & P.S- Sinthee, K.M.C, Ward No.02, Kolkata-700050, hereinafter called the **"PURCHASER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his, successors, representatives and assigns) of the **THIRD PART.**

**WHEREAS** one Butto Kristo Paul who was a Hindu governed by the Dayabhaga School of Hindu Law was seized and possessed of considerable properties both moveable and immoveable in and outside the town of Calcutta.

**AND WHEREAS** on the 30th August, 1910 the said Butto Kristo Paul executed a Deed of Trust whereby he conveyed some of his

Immoveable properties unto his three sons Bhut Nath Paul, Hari Sankar Paul Kt. (as he then was) both since deceased and Hari Mohan Paul in trust for himself for life and after his death in trust as to one fourth share thereof for the said Bhut Nath Paul absolutely as to another one fourth share thereof for the said Hari Sankar Paul. Kt. (as he then was) absolutely as to another one fourth share .thereof for the said Hari Mohan Paul absolutely and as to the remaining one fourth share thereof for the sons of the said Bhut Nath Paul then living absolutely in. equal shares.

**AND WHEREAS** on the 30th January 1914 the said Butto Kristo Paul made a will whereof he appointed his said three sons as Executors and Trustees and whereby after providing for payment of certain legacies and making certain, provisions for his daughter Smt. Jhanada Dasi, since deceased and his daughter-in-law Smt. Subasini Dasi (widow of Hari Pada Paul a predeceased son of the said Butto Kristo Paul) as therein mentioned he directed that the rest and residure of his estate should be divided equally amongst his said three sons.

**AND WHEREAS** the said Butto Kristo Paul died on the 12th June 1914 leaving behind him surviving his said three sons who as such Executors

as aforesaid, proved the said will on or about the 4th October 1915 and obtained Probate from the Alipore Court.

**AND WHEREAS** the said Bhut Nath Paul died intestate on the 21st May 1920 leaving him surviving his widow Smt. Sushila Bala Dasi since deceased, and five sons namely Purna Chandra Paul since deceased, Gour Hari Paul, Netai Charan Paul, Kanai Lal Paul and Pashupati Nath Paul.

**AND WHEREAS** the said Smt. Sushila Bala Dasi, Gour Hari Paul, Netai Charan Paul and Kanai Lal Paul applied for and on the 4th October 1922 obtained from the Hon'ble High Court in its Testamentary and Intestate jurisdiction- Letters of Administration to the estate and effects of the said Bhut Nath Paul.

**AND WHEREAS** Tarak Nath Paul and others members of the family of the said Purna Chandra Paul filed, a suit being Suit No..917 of 1941 against the said Hari Sankar, Paul Kt. and others in the Hon'ble High Court Calcutta in which a preliminary decree was passed on 2nd January 1942.

**AND WHEREAS** on the 14th July 1941 the said, Gour Hari Paul, Netai Charan Paul, Kanai Lal Paul and Pashupati Nath Paul filed the suit No.1126 of 1941 In the Hon'ble High Court at Calcutta against the said Purna Chandra Paul and others for a declaration of the rights of the parties, for partition and administration of the estate of the said Butto Kristo Paul and Bhut Nath Paul and for other reliefs.

**AND WHEREAS** on the 19th February 1944 a preliminary decree was passed In the said suit No.1126 of 1941 whereby the shares of the parties' referred to therein were interalia declared as therein specified.

**AND WHEREAS** on the 15th September 1951 a consent decree was made In the said suit No.1126 of 1941 and the said Suit No. 917 of 1941 whereby the said two suits were consolidated and Sri Sisir Kumar Das and Sri Dhirendra Krishna Ghose were appointed the Commissioners of Partition and divide the trust and residuary estates of the said, Butto Kristo Paul.

**AND WHEREAS** the Trust and Residuary estates of the said Butto Kristo Paul respectively include the undivided one fourth and one third shares therein of the said Bhut Nath Paul.

**AND WHEREAS** by an order made in the said suit No. 1126 of 1941 and dated 20th November 1951 Mr. J.N. Das Gupta was appointed as surveyor and valuer to survey and value the properties belonging to the trust and residuary estates of the said Butta Kristo Paul deceased.

**AND WHEREAS** the parties agreed that all the other immoveable properties belonging to the Trust and Residuary estates of the said Butto Kriato Paul excepting those lying in Pakisthan which have been agreed to remain Joint but including the premises no.58 Netaji Subhas Road and No.l8/2/3A Synagogue Street and also all other immoveable properties which has been subsequently acquired should be partitioned and divided amongst them in the manner indicated in the scheme of partition which was by a consent order made in the abovementioned suits and dated the 30th July 1953 sanctioned by the court with the consent and approval of all the parties and was certified to be for the benefit of the infant parties and leave was granted to the official Trustee of West Bengal and also to the guardian-ad-item of the infant parties to accept the said partition and division for the benefit of the minors and others the subsequent agreement between the parties the shares of the parties were determined whereby in the Trust Estate of

Butto Kristo Paul deceased the share of Netai Charan Paul was determined as-one tenth share and in the Residuary Estate of ButtoKristo Paul deceased the share of Netai Charan Paul was determined as one fifteenth share and in the Estate of Bhut Nath Paul deceased who had one fourth share in the Trust Estate and one third share in the residuary Estate of Butto Kristo Paul the share of Netai Charan Paul was determined as one fifth share.

**AND WHEREAS** the said Mr. J.N. Das Gupta surveyed the said Immoveable properties to be partitioned and valued the same.

**AND WHEREAS** the lists of immoveable properties allotted to the respective parties in lieu of their respective shares in the Trust and Residuary Estates of Butto Kristo Paul including therein the estate of the said Bhut Nath Paul are set out in the Second to Eighth Schedule to the return of the Commissioner dated 28th day of June 1954 and those allotted to Sri Netai Charan Paul are mentioned in Sixth Schedule to the said Return.

**AND WHEREAS** in the Final decree dated 9th day of August 1954 made in the said two suits namely Suit No.917 of 1941 and suit No.1126 of

1941 the Return of the Commissioner of partition was made a part of the said decree.

**AND WHEREAS** allotment made by the said Return included some paddy lands measuring 3 Bighas 4 Cottahs 10 chittak which was shown as lot F and bordered red on the plan "K" annexed to the said Return of the Commissioner of partition.

**AND WHEREAS** the said Netai Charan Paul was seized and possessed of or otherwise well and sufficiently entitled free from all encumbrances to all right, titles and interest of the said paddy land and mutated his name in the records of the Khasmohal Department of the Collectorate of 24-Parganas and obtained and permission from the said Khasmohal Department of the Collectorate of 24-Parganas to use the said paddy land as dwelling land. After that the said paddy land was renumbered as No.34A, South Sinthee Road, within the Municipal limit of Calcutta.

**AND WHEREAS** the said Netai Charan Paul has developed and divided the said land and make a Scheme Plan of the said land.

**AND WHEREAS** by a registered Deed of Conveyance dated 18th March, 1975 the said Netai Charan Paul sold, transferred and conveyed

to Smt. Gouri Nandy, **ALL THAT** piece and parcel of land hereditaments and premises measuring 2 Cottahs 7 Chittacks 13 Sq. Ft. contained in Scheme Plot No.20 being Municipal Premises No.34A, South Sinthee Road, Police Station – Cossipore Sub-Registry Cossipur Dum Dum within Khasmohal Holding No.72, 74, 76, 77 and 78 Touzi No.1298/2833, Dihi 55 Gram Grand Division – I Sub-Division 14 and the said Deed was registered at the office of the Sub-Registrar, Cossipore Dum Dum, recorded in Book No.I, Volume No.I, Pages 218 to 230, Being No.2766 for the year 1975

**AND WHEREAS** the said Gouri Nandy died intestate on 21.01.2005.

**AND WHEREAS** Sribas Chandra Nandy died intestate on 17.07.2006.

**AND WHEREAS** after the death of Gouri Nandy and Sribas Chandra Nandy, their only son Sri Ashis Nandy (the Landowner herein) became the absolute owner of **ALL THAT** piece and parcel of land hereditaments and premises measuring 2 Cottahs 7 Chittacks 13 Sq. Ft. together with one storied building contained in Scheme Plot No.20 being Municipal Premises No.34A, South Sinthee Road, Police Station – Cossipore Sub-Registry Cossipur Dum Dum within Khasmohal Holding

No.72, 74, 76, 77 and 78 Touzi No.1298/2833, Dihi 55 Gram Grand Division – I Sub-Division 14.

**AND WHEREAS** by virtue of the inheritance Sri Ashis Nandy became the absolute owner of **ALL THAT** piece and parcel of land hereditaments and premises measuring 2 Cottahs 7 Chittacks 13 Sq. Ft. together with one storied building contained in Scheme Plot No.20 being Municipal Premises No.34A, South Sinthee Road, Police Station – Cossipore Sub-Registry Cossipur Dum Dum within Khasmohal Holding No.72, 74, 76, 77 and 78 Touzi No.1298/2833, Dihi 55 Gram Grand Division – I Sub-Division 14 and mutated his name in the record of Kolkata Municipal Corporation as the absolute owner and the said plot of land lying and situated at 34A, South Sinthee Road, renamed as 4T, Gour Sundar Sett Lane, Police Station - Sinthee, Kolkata – 700050.

**AND WHEREAS** by a registered Deed of Conveyance dated 18th March, 1975 the said Netai Charan Paul sold, transferred and conveyed to Supratul Nandy, Suprasanna Nandy, Sri Bishnu Pada Nandy and Smt. Manju Nandy, by a registered Deed registered in the office of the Sub-Registrar, Cossipore Dum Dum, recorded in Book No.I, Volume No.1, Pages 231 to 242, Being No.2767 for the year 1975, **ALL THAT** piece

and parcel of land hereditaments and premises measuring 2 Cottahs 10 Chittacks 14 Sq. Ft. contained in Scheme Plot No.21 being Municipal Premises No.34A, South Sinthee Road, Police Station – Cossipore, (Now known as 4U Gour Sundar Seth Lane, Police Station – Sinthee) Sub-Registry Cossipur Dum Dum within Khasmohal Holding No.72, 74, 76, 77 and 78 Touzi No.1298/2833, Dihi 55 Gram Grand Division – I Sub-Division 14.

**AND WHEREAS** the by virtue of a Deed of Conveyance dated 18th March, 1975 Supratul Nandy, Suprasanna Nandy, Sri Bishnu Pada Nandy and Smt. Manju Nandy became the absolute owners's of **ALL THAT** piece and parcel of land hereditaments and premises measuring 2 Cottahs 10 Chittacks 14 Sq. Ft. contained in Scheme Plot No.21 being Municipal Premises No.34A, South Sinthee Road, (Now known as 4U Gour Sundar Seth Lane, Police Station – Sinthee), Police Station – Cossipore Sub-Registry Cossipur Dum Dum within Khasmohal Holding No.72, 74, 76, 77 and 78 Touzi No.1298/2833, Dihi 55 Gram Grand Division – I Sub-Division 14.

**AND WHEREAS** by a registered Deed of Gift dated 3rd June, 1987 Sri Suprasanna Nandy made and bequeath his undivided 1/4th share of the

aforesaid land to Manju Nandy and the said Deed of Gift was registered at the office of the Registrar of Assurances, Kolkata registered in Book No.I, Volume No.138, Pages 315 to 322, Deed No.5820 of 1987.

**AND WHEREAS** Sri Supratul Nandy and Smt. Manju Nandy by a registered Deed of Gift dated 16th April, 1992 made and bequeath their undivided 1/4th share and 1/½ share respectively to Sm. Bidya Roy and Landowners No.1 herein of the aforesaid land and the said Deed of Gift was registered at the office of the Registrar of Assurances, Kolkata registered in Book No.I, Volume No.450, Pages 68 to 79, Deed No.13536 of 1992.

**AND WHEREAS** by virtue of a Deed of Gift dated 16th April, 1992 Smt. Bidya Roy became the owners of 3/4th share of aforesaid land and by a registered Deed of Conveyance dated 18th March, 1975 Sri Bishnupada Nandy became the owners of 1/4th share of aforesaid land.

**AND WHEREAS** the Developer being aware of the intention of the Owners of the aforesaid two plots of land, approached and/or offered the Owners to construct a building as per building plan to be sanctioned

by the authority concern on portion of the said land and the Owners have agreed to such offer on the stipulated terms and condition.

**AND WHEREAS** the party of the Second Part /developer entered into two registered Development Agreements on 04.12.2019 registered in A.D.S.R Cossipore, Dumdum, copied in Book No.I, Volume No.1506-2019, Pages 518161 to 518217, being no 150611009 for the year 2019 and Book no. I Vol no.1506-2019 pages from 518218 to 518276 being no. 150611010 for the year 2019 with the Land Owners/the party of the First Part for Development of Premises No.4T Gour Sundor Sett Lane and 4U Gour Sundor Sett Lane, both Kolkata – 700050 , P.S –Sinthee, for constructing a new building thereon executed between the aforesaid land owners in one part of the Developer of the other part.

**AND WHEREAS** the owners of the aforesaid properties for fulfillment of the aforesaid two agreements have executed two separate Registered Power of Attorney on 04.12.2019 registered at the office of the A.D.S.R, Cossipore, Dum Dum recorded in Book no.1,volume no.1506-2019, Pages from 518701 to 518731, being no. 150611017/ 2019 & recorded in Book no.1, volume no.1506-2019, Pages from 518667 to 518700, being no.150611018/2019 in favour of the

Developer which has been registered before the Additional District Sub-Registrar at Cossipore, Dum Dum, and wherein the vendors granted absolute right and authority to sell the developer's allocation to the intending purchaser.

**AND WHEREAS** by a registered deed of gift dated 24.02.2020 sri Ashis Nandy conveyed and gifted smt. Bidya Roy and Sri Bishnupada Nandy ALL THAT undivided 15% share of land and structure from one storied building lying and situated at 4T, Gour Sundar Sett Lane, P.S- Sinthee, Kolkata -700050 and the said deed was registered at the office of the A.D.S.R, Cossipore, Dum Dum recorded in Book no.1,Volume no.1506-2020, Pages from-83650 to 83681, being no.150601755 for the year 2020.

**AND WHEREAS** by virtue of the said deed of gift dated 24.02.2020 Smt Bidya Roy and and Sri Bishnupada Nandy along with Sri Ashis Nandy became the joint owners of the one storied building containing an area of 2 Cotthah 7 Chittack 13 sqft more or less lying and situated at the premises no.4T, Gour Sundar Sett Lane, P.S- Sinthee,Kolkata - 700050.

**AND WHEREAS** by another deed of gift dated 24.02.2020 Smt Bidya Roy and Sri Bishnupada Nandy gifted and conveyed ALL THAT undivided 15% share of their land and building containing an area of 2 Cottah 10 Chittack 14 sq.ft. lying and situated at the premises no. 4U, Gour Sundar Sett Lane, P.S- Sinthee, Kolkata- 700050 and the same deed was registered at the office of the A.D.S.R Cossipore, Dum Dum, recorded in Book no.1,Volume no.1506-2020, Pages from 83682 to 83714, being no.150601756 for the year 2020.

**AND WHEREAS** by virtue of the said deed of gift dated 24.02.2020 Smt Bidya Roy, Sri Bishnupada Nandy along with Sri Ashis Nandy became the joint owners of one storied building containing an area of 2 Cottah 10 Chittack 14sqft lying and situated at the premises no.4U, Gour Sundar Sett Lane, P.S- Sinthee, Kolkata- 700050.

**AND WHEREAS** after execution of the said two deed of gifts dated 24.02.2020 the land owners jointly approached before the authority of Kolkata Municipal Corporation for amalgamation of their two plots of land i.e. 4T, Gour Sundar Sett Lane and 4U, Gour Sundar Sett Lane into one plot of land for their more beneficial use and occupation and the said authority of Kolkata Municipal Corporation has been amalgamated

the said two plots of land into a single plot of land containing an area of 5 Cottah 1 Chittack 7.84 sqft and recorded the said plots of land into a single unit renumbered as 4T,Gour Sundar Sett Lane,P.S-Sinthee, Assessee no.110020701134, Borough no.1,ward no.002,Kolkata-700050.

**AND WHEREAS** by virtue of the aforesaid two Development Agreements and two Power of Attorney, the Developer herein have obtained a Building Sanctioned Plan from the Kolkata Municipal Corporation vide building sanction plan no. 2022010179 dated 17:02.2023 for construction of a G+4storied building on the aforesaid land consisting of several flats, car parking in the said building.

**AND WHEREAS** by virtue of the said two Development Agreements dated 04.12.2019 the Developer inter alia has been authorised and empowered by the said Owners/ Vendors for construction of the proposed G+4 storied building upon the said premises consisting of several self contained flat,Car Parking space in accordance with the Building Plan duly sanctioned by the Kolkata Municipal Corporation.

**AND WHEREAS** after the building plan was sanctioned the developer and the owners executed a supplementary agreement dated 11th May, 2023 registered in the office of the Sub Registrar Dum Dum copied in Book no.1 Volume no. 1506-2023 Pages 140418 to 140440 being no. 150604740 Year 2023 to demarcate their respective allocation.

**AND WHEREAS** the Purchaser approached the Developer and expressed his willingness to purchase one flat no. 2C on the North-West side, 2nd floor of the Said Premises measuring about 500 square feet super built up area which are in developers allocation fully mentioned in the Second Schedule hereunder written and hereinafter referred to as the 'Said Flat' together with undivided proportionate impartible share or interest in the land underneath the said building fully mentioned in the First Schedule hereunder written with all easement rights over all the common areas and common portions in the said building and premises.

**AND WHEREAS** the Developer after giving due consideration to the proposal of the Purchaser agreed to sell the said flat no 2C on the North-West side, 2nd Floor of the Said Premises measuring about 500 square feet super built up area along with undivided proportionate

impartible share or interest in the land underneath the said building including all easement right over all the common parts and common portions in the said premises for a sum of Rs. 21,00,000/- (Rupees Twenty one lakhs)only.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said deed and in consideration of the said sum of Rs.21,00,000/- (Rupees Twenty One Lakhs) only paid by the Purchaser to the Developer in the manner mentioned in the Memo of Consideration hereunder written at or before the execution of these presents the receipts whereof the Vendors and the Developer doth hereby as well as the receipt hereunder written, admit and acknowledge and of and from the payments of the same both the Vendors and the Developer / Confirming Party doth hereby acquit release and forever discharge the Purchaser the said flat hereby conveyed and every part thereof, the Vendors and Developer doth hereby grant, transfer, sell, convey and assigns and assure to and unto and in favour of the Purchaser free from all encumbrances all that piece and parcel of the flat measuring about 500 sq ft. situated on the second floor at Premises No.4T, Gour Sunder Sett Lane, Police Station – Sinthee, Kolkata – 700050, within the

municipal limits of the Kolkata Municipal Corporation, Ward No.002, known together with the common rights of user of the pathways, passage drain, water sources, pump, septic tank, overhead water reservoir etc in the said building morefully mentioned in the Third Schedule togetherwith undivided proportionate share of underneath land of the First Schedule property and all ancient and other rights, liberties, easements, appendages, appurtenances and estate right, title and interest in the property whatsoever of the Vendors and the Developer / Confirming Party with the flat complete in all respect and free from all encumbrances to hold the same absolutely and forever situated and lying at Premises No. 4T, Gour Sunder Sett Lane, Police Station – Sinthee, Kolkata – 700050, within the municipal limits of the Kolkata Municipal Corporation, Ward No.002, more fully and particularly mentioned and described in the Second Schedule hereunder written and all the estates, right, title, interest, claim and demand whatsoever of the Vendors and Developer / Confirming Party into or upon the same and every part thereof **TO HAVE AND TO HOLD** the same and to and unto the use of the Purchaser, its assignees, successor-office, executors, **AND** the Vendors and the Developer do hereby covenant with the Purchaser, its executors, administrators, legal representatives

and assigns and successor in office that notwithstanding any acts, deeds or things hereto before granted, executed or knowingly suffered to the contrary the Vendors are now lawfully seized and possessed of the said property free from all encumbrances, attachments, liens and / or defects in little whatsoever and that the Vendors and the Developer have full power and absolute authority to sell the said property in the manner aforesaid and the Purchaser hereinafter shall peaceably and quietly hold possess and enjoy the said flat in khas without any claim or demand whatsoever from the Vendors and the Developer or their respective heirs, executors, legal representatives, administrators or assigns and the Vendors and the Developer shall save harmless indemnify and keep indemnified the Purchaser, its executors, legal representatives, administrators, assigns and successor-in-office from or against all encumbrances, charges and equities whatsoever **AND** the Vendors as also the Developer heirs, executors, legal representatives, administrators or assigns further covenant that they shall at the request and cost of the Purchaser or his heirs, executors, legal representatives, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said flat and every part

thereof in the manner aforesaid according to the true intent and meaning of this Deed.

**AND WHEREAS** it is agreed and declared by and amongst the parties as follows:-

1. The Purchaser has satisfied himself as to the amenities available given by the Developer in the said building and the Purchaser has satisfied himself with regard to the Vendors' title to the said property including the land and building complex comprised therein.

2. The Purchaser confirm to have inspected the building plan as sanctioned by the Kolkata Municipal Corporation for construction of building of the First Schedule of property.

3. The purchaser shall join together with the Association of Owners for the purpose of maintain of the said property and common parts and the purchaser shall co-operative with developer and/or other owners of the flat.

4. The Developer agrees to maintain and keep the common areas of the said building and the said common areas of the building will be under management and control of the Developer till such Association as stated above is formed.

5. The Purchaser shall pay regularly and punctually the common expenses as described in the Fourth Schedule hereunder written as may decided or determined by the Association of Owners to be payable from the date of possession.

6. The Purchaser shall have right to mutate his name as owner of the said flat mentioned in the Second Schedule hereto in the records of the Kolkata Municipal Corporation and Government or local authority and / or having numbered and assessed for taxes and the Vendors and Developer shall whenever required by the Purchaser give their consent or approval in writing for the purpose of such mutation and separate assessment.

7. The Purchaser shall be liable to pay taxes in respect of the said flat from the day of execution and Registration of the instant Deed.

8. That so long the flat of the Purchaser is not separately assessed and the Purchaser shall pay the proportionate share of all rents and taxes to the Developer and upon formation of Association to such Association.

9. That after purchasing the flat the Purchaser shall apply and / or take Electric Meter in his name for the supply and consumption of electricity to be installed at the earmarked space and / or the meter box situated in the third floor of the said property and the Purchaser shall regularly pay the electricity bills raised by CESC Ltd. within the due date.

10. That the Purchaser shall after receiving prior notice allow the Developer / Confirming Party and / or the representatives of Association with or without workmen to enter into the flat for the purpose of maintenance and repair as and when necessary.

11. That it is hereby agreed that the Purchaser hereto shall not at any time demolish or damage or cause to be damaged or demolished the flat or any part thereof.

12. That the Purchaser shall not obstruct the Developer / Confirming Party and / or the representatives of the Association in their acts relating to the common purpose and will not violate any of rules and / or regulations laid down by the Developer / Confirming Party and upon formation of Association by the said Association.

13. That it is hereby further agreed that the Purchaser hereto shall use the flat only for residential purpose and being the absolute owner thereof the Purchaser shall have full right to sell, transfer, let-out the flat .

14. That in the said building, the developer has every right to install Hoarding, and/or Mobile tower in the roof of the building, in that event the purchaser have no right to make any objection.

15. That the Purchaser shall have no right to object for any construction made by the developer on land which is not mention in Sanction Plan.

16. That the purchaser have inspected the material issued in the building along with fixture and fittings, electrical equipments, rolling shutter etc and fully satisfied.

17. That the purchaser cannot object the entry or use of common toilet situated at the Ground Floor by any person who has been nominated by the developer.

18. That the purchaser has right to use the roof of the building or staircase with the other owner's of the building.

19. The roof of the flat of the purchaser shall belong to the purchaser 'exclusively' and can only be used by the purchaser and no other flat owners residents. However the purchaser may install iron stair case of his own expense to get access of the roof of his flat.

20. That the purchaser shall not be permitted to stock any goods or park any vehicle in the back space or occupy the same or either passage by any means.

**THE SCHEDULE "A" ABOVE REFERRED TO:**

**(Description of the Entire Property)**

**ALL THAT** piece and parcel of land measuring about 5 Cottahs 1 Chittacks 7.84 sq. ft. with a G+4 building on it at Premises No.4T,Gour

Sunder Sett Lane,P.S- Sinthee, Assessee No.110020701134,Borough No. I, Ward No.002, Kolkata-700050 within the municipal limits of the Kolkata Municipal Corporation, Ward No.II, under Police Station – Sinthee, Kolkata – 700050, which is butted and bounded as under :

| | | |
|---|---|---|
| **ON THE NORTH** | : | By Premises no. 5B, Gour Sunder Sett Lane; |
| **ON THE EAST** | : | By 4S, Gour Sunder Sett Lane; |
| **ON THE SOUTH** | : | 33ft. wide Gour Sunder Sett Lane; |
| **ON THE WEST** | : | By Premises No. 4V, Gour Sunder sett Lane. |

**THE SCHEDULE "B" ABOVE REFERRED TO:**

**(The Flat hereby sold)**

**ALL THAT** one residential flat no.2C, measuring about 500Square feet super built up area on the North-West side, 2nd floor consisting of 1 bed room, 1 dining-cum-drawing, 1 open kitchen,1 balcony, 1 toilet, lying and situated at 4T, Gour Sunder Sett Lane , within the municipal limits of the Kolkata Municipal Corporation, Ward No.II, under Police Station – Sinthee, Kolkata – 700050, the Plan enclosed herewith is delineated in Red Border, butted and bounded as follows:

**ON THE NORTH :** Mandatory Vacant Land.

**ON THE SOUTH :** Flat no 2B.

**ON THE EAST :** Lift.

**ON THE WEST :** Common Passage.

## THE SCHEDULE "C" ABOVE REFERRED TO:

**(Mode of payment of consideration)**

| Payment schedule | Payment amount |
|---|---|
| 1. At the time of Agreement | 20% of total consideration |
| 2. At Plinth Level | 10% of total consideration |
| 3. At First Floor Casting | 10% of total consideration |
| 4. At Third Floor Casting | 10% of total consideration |
| 5. At Roof Casting | 10% of total consideration |
| 6. Brick Work completion | 10% of total consideration |
| 7. At Flooring | 10% of total consideration |
| 8. Doors and Windows Fixing | 10% of total consideration |
| 9. After P.O.P on walls | 4% of total consideration |
| 10. At lift installation | 5% of total consideration |
| 11.At the time of Registration | Balance |

**AMENITIES**

- CCTV
- Beautification
- Security Service
- 24 HRS Water Supply.

## SCHEDULE "D" ABOVE REFERRED TO:

**(Common Areas and Facilities)**

1. Stairs, stair cases, landings, paths, entrance ways, top roof, terrace, parapet walls, corridors, boundary walls, gates etc.

2. The main R.C.C. structures and foundations, beams, columns, main walls, girders, supports etc.

3. Under ground water reservoir, overhead water tank, motor/pump, common electrical installations for lighting the common areas and the common electric meter, side and back spaces, common meter space etc.

4. Sewerages, plumbing, common water pipes/lines, gutters, drains, septic tanks etc.

## THE SCHEDULE "E" ABOVE REFERRED TO:

### (Cost of maintenance)

1. Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters fresh rain water pipe drains sewerage and water storage tanks and electric wires, motors,and other appliances, and passages in or under or upon the building and enjoyed or used by the Purchaser in common with other occupiers of the building and the main entrances passages landing staircase of building enjoyed by the Purchaser or used by him/her in common and the boundary walls of the building, compound terrace etc.
2. Cost of cleaning and lighting the passages, landing, staircases, roof, and other parts of the building as enjoyed used by Purchaser in common as aforesaid.
3. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same purpose.
4. All charges and deposits for suppliers of common utilities.
5. All other expenses and outgoings as are described or fixed by the Vendor or the Association to be necessary or incidental for the

regulating interest and/or the rights of the Purchaser and occupiers including the Vendor and the owners of co-owners.

## THE SCHEDULE "F" ABOVE REFERRED TO:

## (Specification of the flat)

**1. No. of the flats:**12

**2. No. of the floors:**G+4 storied.

**3. General:** The building shall be RCC framed structure as per design of our Architect.

**4.Brick work:** a) All external brick work will be generally 10/8 inches thick with good quality brick in cement and mortar.

b)All internal partition walls shall be 5/3 inches with approved quality in sand and cement morter.

c) Height of all rooms in each flat shall be 10feet between RCC slabs.

**5.Flooring**:a)All bed rooms, leaving/dining room and balconies shall be finished with marble/vitrified tiles.

b)1(One) bed rooms will be finished with wooden floor.

c)The skirting will be 4inch high.

d)Kitchen and toilet/W.C. shall have anti skid tiles.

**6.Plastering:**

Internal walls and ceilings will be finished by sand and cement plaster finished with plaster of parish.

**7.Kitchen:**a)Kitchen shall have black stone slab with granite on top of 5 feet length.

b)Wall over the cooking slab will be 2feet height.

c)One steel sink with a tap and one tap below the sink.

**8.Toilet/W.C:**a)6 feet high colored glazed tiles on the walls.

b)One white commode with cistern will be provided in the W.C & toilet both.

c)One CP. Shower rose and One C.P. tap in bothW.C & toilet.

d)One white wash basin with tap in only toilet.

e)Hot & cold water system only in toilet.

**9.Lift:**A four passengers Lift shall be provided.

**10.Windows:**French windows with aluminium frame interrogated M.S Square bar & grill of good quality and painted.All windows will have 3.0mm clear glass of good quality.

**11. Doors:** a)Flush door with sal wood frame.

b)Tower bolt and latch.

c)Main door shall have peephole & latch and door stopper.

**12. Electrical Installations:**

**Bed Room** a)Three light points.

b)one fan point.

c)One 5amp power point.

d)One A.C. point.

**Living**

a)Three light points.

b)one fan point.

c)One 5amp power point.

d)One antenna point.

**Dinning**

a) Two light points

b) One fan point

c) 5 amp power point

**W.C.** a)One Light point.

b)One 5amp power point.

**Toilet:**

a)One light point.

b)One geyser point line(15amp plug point).

c)One exhaust point.

**Kitchen:**a)One light point.

b)One exhaust fan point.

c)One 15amp power point.

d)One water filter point.

e)One 5amp power point.

**Balcony:**

One light point.

**Parking:**

Light point in necessary place.

**General:**

One 15amp power point for washing machine and one power point for fridge as per furniture layout.

**Stair case:** a)One light point on each full landing and in half landing.

b)One calling bell point beside each flat main door.

All electrical work shall be concealed and shall be done by ISI marked cable (Havel/Finolex)or similar type and good quality fittings.

**13.Roof:** a)Garden with polygrass in one section.

b)Suitable water proofing treatment in rest of the roof with mosaic.

c)Suitable P.V.C. rain water pipe for proper drainage of water from roof.

**14.Electric Meter Space:** Developer shall make arrangement for installation of one common electric meter from C.E.S.C. at his cost and

install it in the space provided for and shall keep enough space for installation of the meters of other purchasers.

**15.Painting:**a)Outer wall of the building to be painted with the weather coat pr its equivalent with proper ground in.

b)All inside wall of the flats and ceiling shall be finished with plaster of parish.

**16.Common area:** a)Stair case, stair lobby &lift lobby shall be finished with granite/marble.

b)Space for electric meter and pump room will be installed at ground floor under the stair or any other suitable place.

c)Common passage in the ground floor will be finished with tiles/mosaic.

d)R.C.C. overhead water tank will be provided at the top as per Architect design.

e)Iron gate will be provided at the front.

**IN WITNESS WHEREOF** the parties hereto executed this DEED OF CONVEYANCE on the day, month and the year first above written.

**SIGNED, SEALED** and **DELIVERED**

By the parties in presence of :

**WITNESSES**:

1.

**Signature of the Owners/Vendors**

2.

**Signature of Developer**

**Signature of the Purchaser**

**Drafted & Prepared by :**

**SUPARNA SAHA**
Advocate
City Civil Court at Calcutta
2&3 Kiran Sankar Roy Road
P.S. – Hare St. P.O. – GPO
Kolkata – 700001
Enrolment No.WB/221/2001

**RECEIVED** on and from the within named Purchaser the within mentioned sum of Rs.21,00,000/- (Rupees Twenty One Lakh) Only as per memo below.

**MEMO OF CONSIDERATION**

**TOTAL** **Rs.21,00,000/-**

**(RUPEES TWENTY ONE LAKH ONLY)**

**WITNESSES**

1.

**(SIGNATURE OF THE DEVELOPER)**

2.

(SD)