

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this \_\_\_\_ day of  
January, Two Thousand and Twenty Six (2026) ;

**BETWEEN**

Jayasree Enterprise  
Pallab Ghosh  
Proprietor

**SRI PALLAB GUHA** Proprietor of Jaya Sree Enterprise, PAN : APGPG2570Q, son of Sri Badal Guha, by religion -Hindu, by occupation -Business, residing at 96, Peara Bagan, Post Office -Purbaputuri, Police Station -Regent Park, Kolkata -700093, District -24-Parganas (South), hereinafter called and referred to as **DEVELOPER/FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

**AND**

**SRI** ....., Adhaar No....., PAN : ....., Mobile No..... son of Sri ..... by religion - Hindu, by occupation - Business/Service, residing at ..... hereinafter called and referred to as **PURCHASER/OTHER PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART.**

**WHEREAS** Sri Abinash Chandra Roy the then Developer alongwith one Sri Chandra Mohan Saha purchased ALL THAT piece and parcel of Garden land measuring 10 cottahs be the

same little more or less situated at C.S. Khatian No. 421, Mouza - Brahmapur, C.S. Dag No. 9 (Nine), J.L. No. 48, R.S. No. 169 Parganas Magura Sub Registry Alipore Sadar, P.S. Tollygunge then Jadavpur now Bansdrone in the District 24-Parganas under Touzi No. 60 of 24-Parganas Collectorate popularly known as Kurnarpukur being appurtenant to and part of the Mourasi Tenancy of Rs. \_\_\_\_\_ pies only under former landlords Santosh Kuinar Mitra and others now enhanced to Rs. \_\_\_\_\_ as for the entire tenancy and payable to the State of West Bengal under the State Acquisition Act of 1953. the rateably rental payable for the land total would be Rs. \_\_\_\_\_ pies only at presently lying in the limits of the Kolkata Municipal Corporation, Ward No. 112 under Police Station Tollygunge' then 'J adavpur' now 'Bansdrone' in the District of South 24-Parganas (hereinafter referred to as the said land) from the then lawful Developer one Srimati Joyshree Mitra by an Indenture of Sale dated 16.07.1959 duly registered in the Office of the Sub-Registered Alipore, South 24- Parganas and recorded in Book No. I, Volume No. 107, pages 181 to 187, Being No. 6502 for the year 1959.

**AND WHEREAS** by virtue of the Sale Deed Sri Abinash Chandra Roy and Sri Chandra Mohan Saha thus became the sole and absolute joint Developer ,of the said land and was exercising all the Developerhip right, title and interest thereto and free from all encumbrances and got their name mutated in the Office of the Kolkata Municipal Corporation and the said land has since been known numbered and distinguished as premises No. 116, Harisava Math, Brahmapur (D-5 Northern Park), Post Office - Bansdroni, Police Station - Bansdroni, Kolkata - 700070 upon payment of rents and taxes thereto.

**AND WHEREAS** Sri Chandra Mohan Saha the then one of the joint Developer of the said land executed and registered a deed of release of his share of the said land on 29.08.1959 in favour of Sri Abinash Chandra Roy the then other joint Developer which was entered in the office of the Sub-Registered Alipore, 24-Parganas (South) and recorded in Book No, I, Being No, 7692 for the year 1959.

**AND WHEREAS** there was a mistake in original sale deed executed by Smt. Joysree Mitra in respect of Deed No. 6502 for

the year 1959 in favour of Sri Abinash Chandra Roy and Chandra Mohan Saha was not fully correct.

**AND WHEREAS** all the time of the said property it could be defected on discovered that the Khatian No. of the property and had been wrongly stated in the Deed No. 6502 of 1959 Khatian No. 241 in place of the correct no. which is Khatian No. 421.

**AND WHEREAS** thereafter the previous the then Developer Smt. Joyshree Mitra executed and Rectification Deed for the rectification and correction of the said mistake in Khatian No. Deed No. 6502 of 1959 which has been entered in Book No. I, Volume No, 187 pages 225 to 227 being No. 9830 for the year 1963 in the Office of the Sub-Registrar Alipore, District 24-Parganas South,

**AND WHEREAS** the land comprised 10 cottahs in Dag No. 9 was the absolute property of the then Developer and which who the part and parcel of the Deed of the then Developer and out of 10 cottahs, the 5 cottahs is the part and parcel of that Deed.



**AND WHEREAS** by virtue of the Deed of Release and after this rectification deed for rectification and correction of the said mistake Sri Abinash Chandra Roy became the sole and absolute Developer of the said land and was exercising all the Developerhip right, title and interest thereto and free from all encumbrances and got thereto and free from all encumbrances and got his name mutated in the office of Kolkata Municipal Corporation. Upon payment of rents and taxes thereto.

**AND WHEREAS** being in need of money and for various other reasons the then Developer contacted with the then Purchaser Sri Prasanta Kumar Majumdar declare for absolute sale of 5 cottahs (five) of land in Mouza - Brahmapur in Khatian No, 421 containing on the east Dag No. 9 and on the West C.S. Dag No. 7 out of total land 10 cottahs demarcated and bordered with red ink on the South Dag No. 9 with 16' ft. common passage therein in favour Sri Prasanta Kurnar Majum.dar by virtue of registered Deed of Sale dated 3<sup>rd</sup> September, 1975 which was duly registered in the Office of the Joint Sub-Registrar Alipore at District South 24-Parganas and recorded in

Book No. I, Volume no. 105, pages 203 to 211 being No. 4593 for the year 1975,

**AND WHEREAS** after the sale of the said land Sri Prasanta Kumar Majumdar became the absolute Developer of the said land measuring 5 cottahs more or less and was exercising all the Developerhip right, title and interest thereto and free from all encumbrances and got their name mutated in the office of the Kolkata Municipal Corporation and the said land has since then known numbered and distinguished as Municipal premises No. 116, Harisava Math, Brahmapur, Northern Park D-5, P.O. Bansdrone, P.S. Earisdroni, Kolkata- 700070, District South 24-Parganas, Ward. no. 112 vide Assessee No. 31-112-09-0116-7 upon payment of rents and taxes therewith his family, wife and three daughters.

**AND WHEREAS** Smt. Ila Majumdar wife of Sri Prasanta Kumar Majumdar died on 16.01.1999 and Smt. Ila Majumdar left behind her legal heirs and representative namely her husband Sri Prasanta Kumar Majumdar, her three daughter

Smt. Paromita Majumdar, Smt. Sanghamitra Sen and Smt. Lopamudra Basu.

**AND WHEREAS** Sri Prasanta Kumar Majumdar died intestate on 04.07.2011 and left behind his legal heirs and representative namely Smt. Paromita Majumdar, Smt. Sanghamitra Sen and Smt. Lopamudra Basu. After the death of said Sri Prasanta Kumar Majumdar each of his daughters became entitled to the aforesaid property by the right of inheritance in equal shares.

**AND WHEREAS** Smt. Paromita Majumdar died intestate on 27.10.2018 she was unmarried and left behind her legal heirs and representative her only two sisters namely Smt. Sanghamitra Sen and Smt. Lopamudra Basu. After the death of said Smt. Paromita Majumdar each of her two sister became entitled to the aforesaid property by the right of inheritance in equal shares.

**AND WHEREAS** after death of Sri Prasanta Kumar Majumdar, Smt. Ila Majumdar and Smt. Paromita Majumdar



now Smt. Sanghamitra Sen and Smt. Lopamudra Basu became the sole and absolute joint Developer of the said land and property and was exercising all the Developer's right, title and interest thereto and free from all encumbrances and got their name mutated in the Office of the Kolkata Municipal Corporation and the said land has since been known, numbered and distinguished as premises No. 116, Harisava Math, Brahmapur Northern Park D-5, P.O. Bansjora, P.S. Barishat, Kolkata - 700070, District South 24-Parganas Ward no. 112 vide Assessee No. 3111 2090 1167 upon payment of rents and taxes thereto.

**AND WHEREAS** the standing on said premises on the land is in a very old dilapidated condition and is likely to be collapsed and as much to avoid any untoward incidence the said land Developer intent to construct a new building thereon as per building plan after demolishing the existing building, which is very old and in dilapidated as well as inhabitable conditions.

**AND WHEREAS** being the joint and absolute Developer as well as users and occupiers of their respective share in the aforesaid plot of land have made up their mind to develop

Schedule 'A' property jointly by constructing a residential building upon the said premises after demolishing the said existing structures standing thereon but due to financial stringency or paucity of fund and due to insufficiency of knowledge as well as experience and occupation in the field of construction the Developer/landlords have sought the professional expertise with financial soundness of a Developer /contractor who can undertake the responsibility of construction of such building upon the said premises at their own arrangement and expenses.

**AND WHEREAS** upon the aforesaid representation and/ or proposal of the landlords/Developer and /or subject to verification of title of land lords/Developer concerning the said' **Schedule 'A'** Developer/Contractor 'has accepted the offer of the' Developer/ Landlords and agreed to develop the said **Schedule 'A'** property by constructing a new building thereon as per building plan sanction by the Kolkata Municipal Corporation.

In order to avoid further disputes, differences complications both the then parties are willing to enter into an

agreement for development of the said below **Schedule 'A'** property.

**AND WHEREAS** accordingly both the parties mutually enter into an registered agreement for development dated 09.08.2024 being Book No. I, Volume No. 1604-2024, pages 274420 to 274461, being no. 160408966 for the year 2024 with the developer herein for development of the said land as mentioned in the Schedule 'A' below by constructing G + 3 storied building to be constructed as per sanction building plan at the cost of the developer under certain terms and conditions therein and the Developer therein duly appointed and represent by their Constituted Attorney Sri Pallab Guha duly appointed and represented therein being D.S.R.-II Alipore vide Book No. I, Volume No. 1604 - 2024, pages 271898 to 271917, being No. 160408997 for the year 2024.

**AND WHEREAS** in the said Development Agreement it was mutually settled that the Developer will get 50% of the total construction area of said building and the developer will get 50% of the total construction area of the building.



**AND WHEREAS** in pursuance of the said Development o<sup>^</sup>f Agreement dated 09.08.2024 and by virtue of the General Power of Attorney as indicated hereinabove Sri Pallab Guha Proprietor of Jayasree Enterprise handed over 50% of the total construction area to the Developer therein.

**AND WHEREAS** Developer/First Party duly obtained sanction building PERMIT NO. 2025110011 dated 12.04.2025 from the Kolkata Municipal Corporation (in short KMC) Baghajatin Unit for construction of G + 3 storied building on the said Schedule 'A' property and on the basis of sanction plan Developer started to construct the building.

**AND WHEREAS** on the basis of the said Development Agreement dated 09.08.2024 and the General Power of Attorney, Developer being the absolute Developer of 50% of the total construction area and Developer being the absolute Developer of the 50% of the total construction area of the building being premises No. 116, Harisava Math, Northern Park D-5, Brahmapur, P.O. Bansdroni, P.S. Bansdroni, Kolkata – 700070

more fully described in the Schedule 'B' and has been possessing the same free from all encumbrances has been paying tax to the Kolkata Municipal Corporation and the Developer got Para No..... in the year 2026.

**AND WHEREAS** the Purchaser being desirous to purchase a flat on the ..... portion on the 1<sup>st</sup> floor having a super built up area ..... sq. ft. morefully described and mentioned in the Schedule 'B' hereunder written together with undivided demarcated interest in the land on which the proposed G + III storied building will be constructed as per plan duly sanctioned by the K.M.C. together with all common parts and areas facilities common to all purchaser as mentioned in the Schedule 'C' below as mentioned hereunder from the Developer / First Party allocated portion and at a price consideration amount as mentioned hereunder.

**AND WHEREAS** the Developer herein are seized and possessed of and/or sufficiently entitle to enjoy the schedule property of flat measuring super built up \_\_\_\_ sq. ft. \_\_\_\_ floor be the same or little more or less from all encumbrances and



disturbances along with other benefits as described in the schedule property.

**AND WHEREAS** the Developer herein sale out his allocation of the said flat the purchaser being desirous to purchase a flat on the ..... side of the ..... on the — **floor** having a super built up area — **sq. ft.** more or less and morefully described and mentioned in the Schedule 'B' hereunder written together with undivided undemarcated interest in the land on which the proposed two storied building will be constructed as per plan duly sanctioned by the K.M.C. together with all common parts and areas facilities common to all Purchaser/ Occupiers as mentioned in the third schedule below as mentioned hereunder from the Developer allocated portion and at a price consideration amount as mentioned hereunder.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of consideration of the said sum, being cost of proportionate share of land and cost of construction in aggregate of Rs...../- (Rupees ..... ) only

paid by the purchaser to the Developer/First Party at or before the execution of these presents (the receipt whereof the Developer/First Party doth hereby as well as by the receipt hereunder written, admit and acknowledge and of and from the payment of the same forever acquit release and discharge the purchaser as well as the undivided proportionate share of land, the flat No. .... at — **floor** and every part thereof) the Developer /First Party do hereby grant, convey, transfer, assign and assure un'to and in favour of the Purchaser ALL THAT piece and parcel of the finished flat measuring about \_\_\_\_\_ **sq. ft.** super built ~~area~~ being Flat No. .... lying and situated at premises No. 116, Harisava Math, Northern Park D-5, Brahmapur, P.O. Bansdrone, P.S. Bansdrone, Kolkata – 700070, District South 24-Parganas together with undivided proportionate share of land under KMC Ward No. 112, P.S. Bansdrone, District - South 24-Parganas fully and particularly described in the schedule hereunder written free from all encumbrances and together with undivided proportionate share in the common areas and facilities together with half and depth in all joints within the four corners of the said fiat and also the door, windows, fixtures and fittings both sanitary and electrical and all internal walls, within

the said flat together with half the thickness of all common walls of the said flat together further with common right to use the stairs and all ways, paths, passages, drains, water courses, pumps on the ground floor, over head water tank on the roof of the said building as fully described in the schedule 'C' together with undivided proportionate right, title and interest on the pro-rata basis in the impartiable land alongwith all ancient and Developer rights, liberties, easements, appendages, appurtenances and estate right, title interest, property claim and. demand whatsoever of the Developer/First Party said proportionate share of land and in the said flat free from all encumbrances to hold the same absolutely and forever lying and situated at and being Premises No. 116, Harisava Math, Northern Park D-5, Brahmapur, P.O. Bansdrone, P.S. Bansdrone, KMC Ward No. 112, Kolkata - 700070, District - South 24-Parganas performing and observing the terms as mentioned in the schedule 'E' hereunder written and all the estate right, title, interest claimed, demand whatsoever into or upon the same and every part thereof to have and to the use of the purchaser, his heirs, executors, administrators, assigns absolutely and forever together with title, deeds, writings, muniments and other

evidences of title. And further the Developer/ First Party both hereby acknowledge to have received the entire cost of construction of the said flat and cost of proportionate share of land from the purchaser and delivered the possession of the flat thereof to the purchaser. Thus the purchaser became the absolute Developer of the said flat and the Developer/First Party do hereby covenant with the purchaser his/her heirs, executors, administrators and assigns that notwithstanding any act deed or things hereto before done, executed or knowingly suffered to the contrary the Developer/ first party are now lawfully seized and possessed of the building have so been constructed by the Developer/ First Party free from all encumbrances attachments or defects in title whatsoever and that the Developer/first party have full power and absolute authority to transfer the said property in the manner aforesaid and the purchaser shall thereafter peaceably and quietly hold, possess and enjoy the said property in khas as residential property without any claim or demand whatsoever from the Developer/first party or any person claiming through or under them and further that the Developer/ first party and its successors, successors-in-office indemnify and shall keep indemnified the purchaser his heirs, executors, legal

representatives, administrators or assigns from at all encumbrances, charges, attachments, claims, debts whatsoever and the Developer/First Party and its successors, successors-in-office further covenant with the purchaser that they shall at the request and cost of the purchaser his heirs, executors, administrators, representatives or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for/further better/ and more perfectly conveying and assuring the said property and every part thereof in the manner aforesaid according to the true intent and meaning of this

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

**ALL THAT** the piece and parcel of homestead land measuring more or less 5 (five) cotahs along with old storied dwelling structure (870 sq. ft.) standing thereon lying and situated at and being known and numbers premises No. 116, Harisava Math, Northern Park D-5, Brahmapur, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700070 within the limits of the Kolkata Municipal Corporation Ward No. 112, Mouza - Brahmapur, C.S. Khatian No. 421, C.S. Dag No. 9, J.L. No. 48, R.S. No. 169, Touzi No. 60 at 24 Parganas Collectorate popularly



known as Kumarpukur being appurtenant to and part of the Mourasi Tenancy of Rs. \_\_\_\_\_ pies only under from landlords Santosh Kunitra Mitra and others now enhanced to Rs. \_\_\_\_\_ as per the entire tenancy and payable to the State of West Bengal under the Estate Acquisition Act of 1953. The repeatedly rental payable for the land total would be Rs. \_\_\_\_\_ pies only in the District South 24-Parganas and being butted and bounded and bounded as follows :-

ON THE NORTH : Premises of Hari Mohan Ghosh

ON THE EAST : Ranikunj Apartment D-4 Northern Park.

ON THE SOUTH : 16' K.M.C. Road

ON THE WEST : B-9, Northern Park, A.B. Chakraborty House.

#### **THE SCHEDULE 'B' ABOVE REFERRED TO**

**ALL THAT** piece and parcel of flat measuring more or less \_\_\_\_\_ sq. super built up area being Flat No. .... in the ..... Side of **First floor** marble flooring consisting of one bed room, one kitchen-cum-dining, one toilet, lift facility and cov parking no.... with space 135 sq.ft. in the G + 3 storied building including the undivided proportionate share in the land in the 'A' schedule premises along with common facilities and common areas as available in the said premises.

**THE SCHEDULE 'C' ABOVE REFERRED TO**

**(COMMON AREAS AND FACILITIES)**

1. Stair case on all the floor of the said building.
2. Stair case landings on all the floors of the said building.
3. Common passage including main entrance on the floor leading to the ground floor and roof of the building .
4. Water pump and water tank, water line pipe, underground reservoir, overhead tank and water supply line and all outside plumbing installations.
5. Electric service line and electric main line, wiring, electric meter for a pump installed in the building and in the meter room.
6. Drainage and sewerage.
7. Boundary walls and main gate.
8. Such other common parts, areas, equipment's, installations, fixtures, fittings and spares in or about the said building as are necessary and such, other things and materials likely to be commonly used.

**THE SCHEDULE 'D' ABOVE REFERRED TO**

**(COMMON EXPENSES)**

1. All costs of maintenance operating, replacing, white washing, painting rebuilding, reconstruction's, decorating, redecorating

and lighting the common parts, roof and also the outer walls of the said building.

2. All charges and deposits for supplies of common utilities.
3. Costs and charges of establishment for maintenance of the said building.
4. All other expenses and outgoings as are deemed by the Developer/First Party and the purchaser to be necessary or incidental for regulating interest, the rights of the purchaser.
5. All expenses referred to above shall be borne and paid proportionately by the co-purchasers on and from the date of making over possession of their respective portions.
6. Office expenses incurred for maintaining the office for the common purposes.
7. All other expenses and outgoings as are deemed by the Developer/First Party and/or the society to be necessary or incidental for the common purposes including for erecting a fund for replacement renovation portions.
8. The costs of cleaning and lighting the entrance of the building the passages and spaces around the building lobby, corridors staircase.
9. Costs of repairing and decorating the exterior of the building.

10. Costs of maintaining, operating, replacing and installing including pump, motor, pipes etc. for common services.

**THE SCHEDULE 'E' ABOVE REFERRED TO**

1. That the purchaser shall and, will own and enjoy the said flat measuring about \_\_\_\_\_ **sq. ft.** super built in the \_\_\_\_\_ floor together with rights in common with all other persons lawfully entitled thereto all sewers drains, water courses and all proportionate rights in respect of all the common area mentioned in the Schedule 'C' herein above written.
2. That the plan or elevation of the flat owned by the purchaser shall not be altered or permitted or suffered to be altered.
3. That the purchaser shall not at any time create any noise, nuisance, annoyance or danger to the Developer or its successors-in-title or to the Developer and or the occupiers of the other flats and or occupiers of any neighbouring property of which may tend to depreciate the value of the flats or any part thereof as residential property permit the same to be used (except as aforesaid for any purpose other than as a private dwelling flat).

4. That the walls and fences separating the flats from the remaining flats shall be deemed to be partition walls and the fences and water pipes which serve the flats, jointly shall be maintained and repaired and the cost thereof to be borne by the Developer and occupiers for the time being of the same jointly provide always that the purchaser herein and his successors-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 Developer and occupiers of the flats.
5. The purchaser shall have full property right and interest and shall be entitled to sell, mortgages, let out, lease out or transfer the said flat in any manner permitted by law, without requiring to have or have or seek any consent for the purpose from the Developer or any other occupier of the flats.
6. The purchaser's undivided interest in the said soil and land described in the schedule 'A' hereunder written shall remain impartable forever with the Developer of the other flats of the said building.
7. The Purchaser shall apply for and have the said flat separately assessed for the purpose of assessment of K.M.C. and all other



rates and taxes and will have to pay proportionate share of all the taxes to be levied by K.M.C. from the date of possession.

8. That all taxes to be imposed by the Kolkata Municipal Corporation in respect of the said building, should be divided amongst the flat Developer on pro-rata basis in respect of floor area ratio of the flat till its separate mutation for apportionment of taxes and the same will be deposited in the name of the Developer/First Party who will discharge money receipt for taxes so received from the purchaser for every quarter. The taxes will be accounted for in the name of the purchaser as in the above said manner from the date of possession till mutation is done by the appropriate authority. The purchaser shall obtain separate tax and mutation as soon as the Deed of Conveyance will be executed in favour of the purchaser at his own cost.
9. That it shall be lawful for the purchaser from time to time and at all times hereafter to enter into and upon and to hold use and enjoy the Schedule 'B' property after purchasing the same and to receive rents, issues and profits thereof without any interruption disturbances, claims and demands from anybody including the Developer.
10. That purchaser and the Developer/First Party of the premises shall not allow any occupier of the said flat to be demolished or

removed or cause to be demolished or removed any structure, roof, ceiling, walls, doors and windows in or about the said property provided that nothing contained herein shall prevent the purchaser or the occupier to decorate the said flat and/or repair or replace any fixtures and fittings, doors windows and to effect such other repairs as may be necessary for the use and occupancy of the said premises.

11. That the purchaser shall maintain the said flat and shall carry out necessary repairing at his own costs from the date of possession and shall be abided by the laws and bye laws rules and regulations of the Government, Kolkata Municipal Corporation and/or other authorities and local body and shall attend, answer and be responsible for all deviation, violation and breach of any of the conditions or laws or rules and regulations and shall observe and perform all these terms and conditions hereinafter contained. The purchaser shall not make any structural addition or alteration in the said flat or any portion of the said flat and cannot keep any heavy article or machineries which may create any damage to the structure save and except installation of refrigerator, small air conditioner, water cooler, type writer, duplicator, telex machine and telephone, and other usual household articles.

12. The purchaser and Developer/First Party in the said premises and/or their servants and agents shall not in any way obstruct or cause to be obstructed the common passage, drive way, landings area, demarcated portions of the terrace of the stair case of the said building nor store therein any rubbish or cause to be done or allow any act, deed, matters and things whereby the use and occupancy and enjoyments of the common parts, common amenities and the common conveniences of the said property in any way pre-judicially be affected or vitiated.
13. The purchaser and Developer/First Party of the said premises shall not use the said premises or any portion thereof in such a manner which may be or likely to cause nuisance or annoyance to the other occupiers of the flats/units of the said building or to be Developer or occupiers of adjoining or neighboring proportionate nor shall use the same for any illegal or immoral purpose or as restaurant hotel or lodging houses.
14. It is also agreed in between the parties that the said flat cannot be used for any club, meeting place, conference Hall, nursing home, laboratory, hospital, boarding house, business place, etc. The purchasers have no right to obstruct the Developer/first Party in the said premises. The purchasers can not obstruct the other flat Developer to use the common portions in the said



premises and at the same time the Developer/First Party has no right to obstruct the purchasers from using the common portion in the said building and also in the said premises.

15. The purchaser shall have the right with or without workman and/or workmen and necessary materials to enter into from time to time in the said flat whenever it is necessary and also necessary repairing in the water pipe line, drain, wiring and also cleaning the same of the said flat and in that consequence, other flat Developer/First Party can not raise any objection for the same.
16. The Developer/First Party will be living with his family on the right hand side of the roof whereby constructing one room and one toilet after completion of the building and shall enjoy all common facilities alongwith other flat Developer. Roof right of the rooms to be constructed by the power shall be exclusively remain with him. Developer/First Party shall bear all charges for enjoying all facilities and /or amenities as provided earlier.
17. In no circumstances society will be formed without the consent of the Developer/first Party.

**IN WITNESS WHEREOF** the parties hereof execute this Deed  
the day, month and year first above written.

EXECUTED AND DELIVERED

in presence of :

**WITNESSES** :

1.

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER  
FIRST PARTY

2.

\_\_\_\_\_  
SIGNATURE OF THE PURCHASER  
SECOND PARTY

Drafted by :

Advocate  
High Court, Calcutta.



**MEMO OF CONSIDERATION**

**RECEIVED** Rs...../- (Rupees ..... ) only from the within-named Purchaser as a total consideration of flat.

	<u>Cheque details and date</u>	<u>Amount</u>
1)	Being Cheque No.            dated of Punjab National Bank at Kudghat Branch.	Rs.
2)	Being Cheque No.            dated of Paschim Putiary Post Office Savings Bank Account.	

**WITNESSES:-**

1.

Jayasree Enterprise  
Pallab Guha.  
Proprietor

2.

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SIGNATURE OF DEVELOPER  
FIRST PARTY