

## DEED OF CONVEANCE

THIS DEED OF CONVEANCE is made this      day of      Two  
thousand twenty Four (2024).

BETWEEN

1. **SRI. SWAPAN SADHUKHAN, PAN-DOCPS8345F, Aadhaar No. 8093 6317 2773, Mobile No. 9836922876, Son of late Dinabandhu Sadhukhan, by faith -Hindu, by occupation- Business, by Nationality-Indian.**
  2. **SMT. SOMA SADHUKHAN, PAN-EMMPS1743C, Aadhaar No. 9346 8765 1736, Mobile No. 8017731501, wife of late Bijan Sadhukhan, daughter of Sanket Nayak, by faith -Hindu, by occupation-House wife, by Nationality-Indian.**
  3. **SRI. SUVAJIT SADHUKHAN, PAN-MVTPS9400E, Aadhaar No. 2205 9256 9007, Mobile No. 6291149356, Son of late Bijan Sadhukhan, by faith -Hindu, by occupation-Student, by Nationality-Indian.**
- Both 1 , 2 & 3 are residing at 60/18B, Gouri Bari Lane , Police Station-Burtala, P.O. Shyambazar, Kolkata-700004.**
4. **SMT. BANDANA SARDAR, PAN-NWNPS4347Q, Aadhaar No. 7457 5489 9453, Mobile No. 7003411562, Wife of Sri. Swapan Sardar, daughter of late Dinabandu Sadhukhan, by faith-Hindu, by occupation-House wife, by Nationality-Indian, residing at premises no.6A,Kebal Krishna Sur Street. Police Station-Posta, P.O.Hatkhol, Kolkata-700005.**

5. **SMT. JHARNA SADHUKHAN, PAN-EQWPS3199L, Aadhaar No. 3367 9088 9635, Mobile No. 9674913208, wife of Sri. Rabindra Nath Sadhukhan , daughter of late Dinabandhu Sadhukhan, by faith-Hindu, by occupation-House wife, by Nationality-Indian, residing at Madhupandit Road, Police Station-Barrahpore, P.O. Talpukur, Kolkata-7000123.**
6. **SMT. SUVASHREE SADHUKHAN, PAN-FQNPS7212E, Aadhaar No. 4516 6482 5057, Mobile No. 7439437023, wife of Sri. Avijit Sadhukhan, daughter of late Tapan Sadhukhan, by faith-Hindu, by occupation-service, by Nationality-Indian, residing at premises no 60/18B, Gouri Bari Lane, Police Station-Burtala, P.O. Shyambazar, Kolkata-700004.**
7. **SRI. DEBASIS DAS, PAN-BFBPD2620C, Aadhaar No. 7778 9290 1244, Mobile No. : 6584974500, Son of Khokan Das, by faith-Hindu, by occupation-Service, by Nationality- Indian, residing at Bhattacharya Para Road, B.D. Sapan, Police Station-Khardah, P.O. Khardah, Kolkata-700116.**
8. **SRI. KHOKAN DAS, PAN- BHWPD8586J, Aadhaar No. 7850 6242 7785, Mobile No. 9339061003, son of late Dulal Chandra Das, by faith-Hindu, by occupation-Service, by Nationality- Indian, residing**

at Bhattacharya Para Road, B.D. Sopan, Police Station—Khardah,  
P.O. Khardah, Kolkata-700116,

9. **SRI SANTANU SADHUKHAN, PAN - AQUPS5812P, Aadhaar No. 4121 5596 5519, Mobile No.9800262555,** son of late Goutam Sadhukhan, residing at 60/18A, Gouribari Lane, Kolkata 700004, Police Station Burtolla in the District of South 24-Parganas, by faith Hindu, by occupation Service, by Nationality Indian.
10. **SMT. PURNIMA DEY, PAN- EJCPD0366K, Mobile No. 9831130976,** wife of Late Prodosh Kumar Dey , by faith-Hindu, by occupation-House wife, by Nationality-Indian.
11. **SRI SUBHASIS DEY, PAN- ATTPD7603G, Mobile No. 7980876793,** son of Late Prodosh Kumar Dey, by faith-Hindu, by occupation-Service, by Nationality-Indian, Both residing at premises no. 60/19A , Gouri Bari Lane, Police Station-Burtala, P.O.-Shyambazar, Kolkata-700004.
12. **SMT. MITALI SADHUKHAN, PAN- FIMPS5982J, Mobile No. 8902116689,** wife of Sri Swapan Sadhukhan, daughter of late Prodosh Kumar Dey, by faith Hindu, by occupation- House wife, by Nationality-Indian, residing at premises no.60/18B, Gouri Bari Lane, Police Station-Burtala, P.O.-Shyambazar Kolkata-700004,

herein after referred to as the **OWNERS** (Which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and to include their heirs, executors, administrators, representatives and assigns) **OF THE FIRST PART.**  
***Represented by their constituted Attorney the Developer herein by dint of*** registered power of Attorney Being No.190404654 for the year 2023. Which was executed and registered on 30.03.2023, recorded in book no.1, Volume No.1904-2023, pages 240594 to 240624 of the A.R. A-IV at Kolkata.

**AND**

**MAA TARA CONSTRUCTION**, a Proprietorship Firm represented by its sole proprietor **SMT. GANGA DEY**, PAN-EOKPS0943J, Aadhaar No. 7791 7139 7553, Mobile No. 9748407652, wife of Sri. Swapan Dey, daughter of late Binod Bihari Sen , by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 3, Ratan Neogi Lane, Police Station-Maniktala, P.O. : Sahityaparisad, Kolkata-700004, herein after referred to as the **DEVELOPER** ( Which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and to include her heirs, executors, administrators, representatives and assigns) **of the SECOND PART.**

**AND**

**SRI/SMT**....., **PAN**-....., **Mobile No**....., son/Daughter of....., by faith-Hindu, by occupation-....., by Nationality-Indian, residing at premises no....., Police Station-....., P.O....., Kolkata-700.....

herein after referred to as the **PURCHASER** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and to include her /his heirs, executors, administrators, representatives and assigns) of the **THIRD PART.**

**WHEREAS** *Amullya Charan Sadhukhan* since deceased was the sole and absolute owner in respect of premises no 60/18, Gouri Bari Lane, Police Station-Burtala, under ward no.15 of Kolkata Municipal Corporation, within the Town of Kolkata, Kolkata-700004, comprising an area of 2(Two) Cottahs 8( Eight) Chittaks of land be the same a little more or less together with a two storied building there on herein after referred to as the **SAID PREMISES.**

**AND WHEREAS** said *Amullya Charan Sadhukhan* died intestate leaving behind his two sons *Nabagopal Sadhukhan* and *Dinabandu Sadhukhan* as his only legal heirs and representatives and they have inherited the **SAID PREMISES ½ each.**

**AND WHEREAS** due to inconvenience of joint possession said *Nabagopal Sadhukhan* and *Dinabandu Sadhukhan* amicably partitioned the **SAID PREMISES** by metes and bounds dividing **LOT-A** and **LOT-B** by virtue of a registered deed of partition being deed no. 4223 for the year 1957, which was executed and registered on 22/11/1957, recorded in Book no. I, Volume no. 128, pages 95 to 101 of the Sub-Registrar of Assurances, Calcutta. In which *Nabagopal Sadhukhan* was the **FIRST PARTY** and *Dinabandu Sadhukhan* was the **SECOND PARTY**.

**AND WHEREAS** by virtue of that amicable partition *Dinabandu Sadhukhan* the predecessor of the owners no.1 to 8 got **GA Scheduled LOT-B** mentioned in that partitioned **Deed** comprising an area of more or less 1 (One) cottah 7 (Seven) chittahs 36 (Thirty six) Sq. ft. of land together with partly two storied building there on of premises no. 60/18, Gouri Bari Lane, Police Station-Burtala, under ward no.15 of Kolkata Municipal Corporation, within the Town of Kolkata, Kolkata-700004, and had been possessing the same by mutating his name with the Kolkata Municipal corporation and **LOT-B** portion renumbered as premises no. 60/18B, Gouri Bari Lane, Police Station-Burtala, under ward no.15 of Kolkata Municipal Corporation, within the Town of Kolkata, Kolkata-700004.

**AND WHEREAS** there after *Dinabandu Sadhukhan* died intestate on 24/5/1985 leaving behind his wife *Rasmoni Sadhukhan*, five sons *Tapan Sadhukhan*, *Ratan Sadhukhan*, *Sovan Sadhukhan*, *Swapan Sadhukhan*, and *Bijan Sadhukhan*, and three daughter *Anjana Das*, *Bandana Sardar* and *Jharna Sadhukhan* and they have jointly inherited premises no. 60/18B, Gouri Bari Lane, Police Station-Burtala, under ward no.15 of Kolkata Municipal Corporation, within the Town of Kolkata, Kolkata-700004 in equal share left by *Dinabandu Sadhukhan*.

**AND WHEREAS** there after *Ratan Sadhukhan* died intestate as bachelor on 25/11/1996 leaving behind his mother *Rashmoni Sadhukhan* as his only legal heirs and according to Hindu succession Act. 1956 his mother inherited the share of premises no. 60/18B, Gouri Bari Lane, Police Station-Burtala, under ward no.15 of Kolkata Municipal Corporation, within the Town of Kolkata, Kolkata-700004 left by *Ratan Sadhukhan*.

**AND WHEREAS** there after *Rashmoni Sadhukhan* died intestate on 21/12/1996 leaving behind her four sons *Tapan Sadhukhan*, *Sovan Sadhukhan*, *Swapan Sadhukhan*, and *Bijan Sadhukhan*, and three daughters *Anjana Das*, *Bandana Sardar* and *Jharna Sadhukhan* and they have jointly inherited undivided share of premises no. 60/18B, Gouri Bari Lane, Police Station-Burtala, under



ward no.15 of Kolkata Municipal Corporation, within the Town of Kolkata, Kolkata-700004 left by *Rashmoni Sadhukhan*.

**AND WHEREAS** there after *Tapan Sadhukhan* died intestate on 13/1/1997 leaving behind his wife *Rama Sadhukhan* and one daughter *Suvashree Sadhukhan* and they have **inherited undivided share** of premises no. 60/18B, Gouri Bari Lane, Police Station-Burtala, under ward no.15 of Kolkata Municipal Corporation, within the Town of Kolkata, Kolkata-700004 left by *Tapan Sadhukhan*.

**AND WHWREAS** there after *Rama Sadhukhan* died intestate on 8/6/2015 leaving behind her only daughter *Suvashree Sadhukhan* **owner no. 6 herein** and she became the owner of **undivided share of** premises no. 60/18B, Gouri Bari Lane, Police Station-Burtala, under ward no.15 of Kolkata Municipal Corporation, within the Town of Kolkata, Kolkata-700004 left by *Tapan Sadhukhan* and *Rama Sadhukhan*.

**AND WHEREAS** there after *Sovan Sadhukhan* died intestate **as bachelor** on 16/1/2005 leaving behind his two brothers *Swapan Sadhukhan*, **owner no. 1 herein**, and *Bijan Sadhukhan*, and three sister *Anjana Das, Bandana Sardar*, **owner no. 4** and *Jharna Sadhukhan*, **owners no. 5 herein** and they have jointly

**inherited the share** of premises no. 60/18B, Gouri Bari Lane, Police Station-Burtala, under ward no.15 of Kolkata Municipal Corporation, within the Town of Kolkata, Kolkata-700004 left by ***Sovan Sadhukhan.***

**AND WHEREAS** there after ***Anjana Das*** died intestate on 25/1/2010 leaving behind her husband ***Khokan Das owner no. 8*** herein and one son ***Debasis Das owner no.7 herein*** and they have inherited **undivided** share of premises no. 60/18B, Gouri Bari Lane, Police Station-Burtala, under ward no.15 of Kolkata Municipal Corporation, within the Town of Kolkata, Kolkata-700004 left by ***Anjana Das.***

**AND WHEREAS** there after ***Bijan Sadhukhan*** died intestate on 15/11/2021 leaving his wife ***Soma Sadhukhan*** and one son ***Suvajit Sadhukhan*** owner no. 2 & 3 herein and they have **jointly** inherited the **undivided** share of premises no. 60/18B, Gouri Bari Lane, Police Station-Burtala, under ward no.15 of Kolkata Municipal Corporation, within the Town of Kolkata, Kolkata-700004 left by ***Bijan Sadhukhan.***

**AND WHEREAS** by virtue of inheritance the ***owners no. 1 to 8*** ***became the joint owners in respect*** of premises no 60/18B, Gouribari Lane, P.S. Burtala, Kolkata-700004 and their names duly mutated with the Kolkata Municipal Corporation .

**AND WHEREAS** there after **OWNERS NO. 1 to 8** herein entered into a Development Agreement with the Developer being Deeds No. 19040486 for the year 2023, which was executed and registered on 20.3.2023 of the A.R. A-IV at Kolkata and also executed and registered power of Attorney Being No.190404654 for the year 2023. Which was executed and registered on 30.03.2023, recorded in book no.1, Volume No-1904-2023, pages 240594 to 240624 of the A.R. A-IV at Kolkata in favour of the Developer

**AND WHEREAS** said *Nabagopal Sadhukhan*, while seized and possessed of another half of premises no. 60/18 , Gouri Bari Lane subsequently renumbered as premises No. 60/18A, Gouri Bari lane Kolkata-700004 measuring an area of thirteen (13) chittaks 10 (Ten) square feet be the same a little more or less together with two storied brick built dwelling house thereon died intestate on 26th November, 1987 leaving behind his wife, **Kamala Sadhukhan** and his only son, *Goutam sadhukhan* and his only married daughter, **Smt. Swapna Pramanick** and they have inherited premises No. 60/18A, Gouri Bari lane Kolkata-700004 in equal share left by Nabagopal Sadhukhan.

**AND WHEREAS** there after said **Smt. Kamala Sadhukhan** died intestate on 22<sup>nd</sup> August, 1999 leaving behind her only son, **Goutam Sadhukhan** and her only married daughter, **Smt. Swapna**

**Pramanick** as her legal heirs and successors and they have inherited premises No. 60/18A, Gouri Bari lane Kolkata-700004 in equal share.

**AND WHEREAS** there after said **Goutam Sadhukhan** died intestate on 8<sup>th</sup> December, 2012 leaving behind his wife **Smt. Sabita Sadhukhan** and his only son, **Santanu Sadhukhan**, Owner no. 9 herein and his only married daughter, **Smt. Smt. Sujata Majumdar** as his legal heirs and successors and they became the joint owners of said **undivided ½ share** or part in the said land and building at Premises No. 60/18A, Gouri Bari Lane , Kolkata-700004 left by Goutam Sadhukhan

**AND WHEREAS** there after said **Smt. Sabita Sadhukhan** and **Smt. Sujata Majumdar** jointly gifted their undivided share of premises no. 60/18A, Gouri Bari Lane , Kolkata-700004 in favour of Santanu Sadhukhan owner no.9 herein in by virtue of a **Deed of Gift** dated 16th day of December, 2014, registered at the office of the Additional Registrar of Assurances -II, Kolkata and recorded Book No. 1, CD Volume No. 77, pages 176 to 189, being No. 15356 for the year 2014.

**AND WHEREAS** there after said *Smt. Swapna Praramanick* gifted her **undivided ½ share** of premises no. 60/18A, Gouri Bari Lane , Kolkata-700004 in favour of Santanu Sadhukhan owner no.9 harein in by virtue of a *Deed of Gift* dated 16th day of December, 2014, registered at the office of the Additional Registrar of Assurances -II, Kolkata and recorded Book No. 1, CD Volume No. 77, pages 190 to 203, being No. 15357 for the year 2014.

**AND WHEREAS** by virtue of the above mentioned **deed of gifts** and inheritance *Santanu Sadhukhan*, owner no.9 harein became the sole and absolute owner in respect of **ALL THAT** land measuring an area of thirteen (13) chittaks 10 (Ten) square feet be the same a little more or less together with two storied brick built dwelling house thereon standing situate and lying at Premises No. 60/18A, Gouri Bari lane, Kolkata 700004, within Ward No. 15 of Kolkata Municipal Corporation, Police Station Burtala and mutated his name with the Kolkata Municipal Corporation, being **Assessee no. 110150501350.**

**AND WHEREAS** thereafter said **SRI SANTANU SADHUKHAN** Owner No.9 herein entered into a Development Agreement with the Developer being Deeds No. 190407316 for the year 2023, which was executed and registered on 31.3.2023, recorded in Book No.1, Volume No.1904-2023, pages 360063 to 360112 of the A.R. A-IV at

Kolkata and also executed and registered one power of Attorney Being No.190410166 for the year 2023. Which was executed and registered on 30.03.2023, recorded in book no-1, Volume No.1904-2023, pages 489657 to 489681 of the A.R. A-IV at Kolkata in favour of the Developer .

**AND WHEREAS** *Provakar Dey* since deceased the father-in law of owner no. 10 and grand father of owners nos. 11 & 12 was the sole and absolute owner in respect of premises no. 60/19A and 60/19B Gouribari Lane, police station- Burtala, A.R.A. at Kolkata, Kolkata-700004, comprising an area of more or less 2 (Two) cottahs 8(Eight) chittaks together with standing structures there on herein after referred to as the said property..

**AND WHEREAS** said *Provakar Dey* during his life time executed and registered one **WILL** on 20/3/1960 in respect of the said property including his other properties bequeathed his movable and immovable properties in favour of his son *Prodosh Kumar Dey* .

**AND WHEREAS** there after said **WILL** was duly probated by the Hon'ble High Court at Calcutta being probate case no. 155/1965 and by virtue of that **WILL** *Prodosh Kumar Dey* became the sole and absolute owner in respect of the said property.

**AND WHEREAS** said *Prodosh Kumar Dey* died intestate on **13/3/1999** leaving behind his **Wife Owner no. 10** herein and **One Son Owner no.11** and **One Daughter Owner no.12**, herein and they have inherited the said property in equal share.

**AND WHERE** the **OWNERS NO.10, 11 & 12** applied for having amalgamation premises no. 60/19A and 60/19B, Gouribari Lane, police station- Burtola, R.A. at Kolkata, Kolkata-700004 in to one premises before the Kolkata Municipal Corporation and Kolkata Municipal Corporation vide case no. M/015/28-MAR-22/3222 dated 28/03/2022 approved the amalgamation of premises 60/19A and 60/19B Gouribari Lane, Police Station- Burtola, A.R.A. at Kolkata, Kolkata-700004, renumbered as premises no. 60/19A , Gouribari Lane, police station- Burtola, A.R.A. at Kolkata, Kolkata-700004, being **Assessee No. 110150501374**.

**AND WHEREAS** thereafter said **SMT PURNIMA DEY**, Owner No. 10 herein **SRI SUBHASIS DEY**, Owner No. 11 herein and **SMT. MITALI SADHUKHAN** Owner No. 12 herein jointly entered into a Development Agreement with the Developer being Deeds No. 190210687 for the year 2022, which was executed and registered on 31.7.2022, recorded in Book No. 1, Volume No-1902-2022, pages 380170 to 380202 of the A.R. A-II at Kolkata and also executed and



registered one power of Attorney Being No.190214304 for the year 2022. Which was executed and registered on 25.11.2022, recorded in book no.1, Volume No. 1902-2022, pages 484270 to 484293 of the A.R. A-II at Kolkata in favour of the Developer in respect of premises no. 60/19A , Gouribari Lane, police station- Burtola, A.R.A. at Kolkata, Kolkata-700004, being Assessee No. 110150501374.

**AND WHEREAS** due to requirement of amalgamation of development the said **OWNERS** being no. 10,11 and 12 gifted the part and portion of premises no. 60/19A , Gouribari Lane, police station- Burtola, A.R.A. at Kolkata, Kolkata-700004, in favour of owner nos. 1 to 9 the Donees therein by virtue of a Deed of Gift being no. 190211785 for the year 2023 which was executed on 30/8/2023 and registered on 1.9.2023 and recorded in Book No. I, Volume No. 1902-2023, pages 382354 to 382382 of the ARA-II , Kolkata.

**AND WHEREAS** due to requirement of amalgamation of development **OWNERS** being no. 1 to 8 gifted the part and portion of premises no. 60/18B , Gouribari Lane, police station- Burtola, A.R.A. at Kolkata, Kolkata-700004, in favour of owner nos. 9 to 12 the Donees therein by virtue of a Deed of Gift being no. 190211784 for the year 2023 which was executed on 30/8/2023



and registered on 1.9.2023 and recorded in Book No. I, Volume No. 1902-2023 , pages 382396 to 382426 of the ARA-II , Kolkata.

**AND WHEREAS** due to requirement of amalgamation of development **OWNER** being no. 9 gifted the part and portion of premises no. 60/18A , Gouribari Lane, police station- Burtola, A.R.A. at Kolkata, Kolkata-700004, in favour of owner nos. 1 to 8 & 10,11 & 12 the Donees therein by virtue of a Deed of Gift being no. 190211783 for the year 2023 which was executed on 30/8/2023 and registered on 1.9.2023 and recorded in Book No. I, Volume No. 1902-2023 , pages 382427 to 382454 of the ARA-II , Kolkata.

**AND WHEREAS** thereafter premises no. 60/19A, Gouri Bari Lane, Premises No. 60/18A, Gouri Bari Lane and Premises No. 60/18B, Gouri Bari Lane amalgamated in to one premises and renumbered as premises no. 60/18A, Gouri Bari Lane, P.S. Burtala, Kolkata-700004 comprising an of more or less 5 (Five) Katas of land together with the standing structures there on which is morefully and particularly described in the **FIRST SCHEDULE** hereunder written and herein after referred to as the **SAID PREMISES**.

**AND WHEREAS** by virtue of and under the terms and conditions of the said Registered Development Agreement the Developer got

sanction plan from the Kolkata Municipal Corporation, vide **Sanctioned building Plan No. B.P. 2022030054 dated 15.09.2022** in respect of the said premises for construction of multi-storeyed building at its cost and simultaneously made publicity to sell the flat/ unit thereto to the prospective buyers.

**AND WHEREAS** the **VENDORS/DEVELOPER** declared to sale and transfer **ALL THAT** one self contained flat on the **FLOOR** , being **Flat No.....** measuring an area of more or less ..... Sq.ft. carpet area equivalent to ..... sq. ft super built up area of the **Multi storied building** of the First Schedule property from developer's allocation lying and situates at **ALL THAT** piece or parcel of land measuring an area of 5 (Five) Katas be the same a little more or less standing situate and lying at and being Premises No. 60/18A, Gouri Bari Lane under Ward No. 15 of Kolkata Municipal Corporation, A.R.A at Kolkata, Police Station-Burtala in the District of Kolkata, Kolkata-700004 consists of .....Bed room, one Dinning, One Kitchen and One Bath& Privy and One Balcony which id morefully and particularly described in the **SECOND SCHEDULE** here under written and hereinafter referred to as the **SAID FLAT** at a total consideration of **Rs. .... (rupees .....)** only.

**AND WHEREAS** the Purchaser has inspected all the deeds, documents, building plan and other documents and being satisfied about the documents the purchaser agreed to purchase the **SAID FLAT**.

**AND WHEREAS** the **PURCHASER** made a proposal to the **DEVELOPER** to Purchase transfer **ALL THAT** one self-contained flat on the being **Flat No. ....** , measuring an area of more or less ..... Sq.ft. carpet area equivalent to ..... sq. ft super built up area ..... of the **Multi storied building** of the First Schedule property lying and situates at measuring an area of 5 (Five) Katas be the same a little more or less standing situate and lying at and being Premises No. 60/18A, Gouri Bari Lane under Ward No. 15 of Kolkata Municipal Corporation, A.R.A at Kolkata, Police Station-Burtala in the District of Kolkata, Kolkata-700004 consists of .....Bed room, one Dinning, One Kitchen and One Bath& Privy and One Balcony which is morefully and particularly described in the **SECOND SCHEDULE** here under written and hereinafter referred to as the **SAID FLAT** total consideration of Rupees more or less only. **and shown by RED Border on the Map or plan annexed here with.**

**AND WHEREAS** the building comprised of **multi storied** with several numbers of residential flats and each and every flat therein

shall be owned exclusively by several persons and shall be common space, common areas and common enjoyment by all the flat owners and the Purchaser has agreed with the **VENDORS/DEVELOPER** to make the following covenants, which will form part of this documents.

- a) **THAT** the purchaser shall not be entitled to partition the said premises and the said building by metes and bounds.
- b) **THAT** the purchaser shall jointly with other owners of the Flat in the said building maintain at their own costs and expenses the said Building and the said premises in good condition and order and repair in which the same are except normal wear and tear and shall abide by all laws of West Bengal Apartment Ownership Act. 1972 and Rules framed there under and also abide by the bye-laws, Rules and regulations of the Association of the Flat owners of the said building to be formed by such Flats owners for maintenance and upkeep of the said Building and the said premises and shall observe and perform all the terms and conditions herein contained.
- c) **That** the Purchaser shall not use the said Flat or portion thereof in such a manner which may be or is likely to cause nuisance or annoyance to the owners of other Flats in the said Building or to the owners or occupiers of adjoining or neighbouring properties nor shall use the same for any illegal or immoral purpose.

- d) **THAT** from the date of delivery of possession of the said Flat with the execution of these presents the purchaser shall pay proportionate share towards all out goings in respect of monthly charges for maintenance and service for the said Building and for common part, the common amenities, the common easements relating to the said Building and the said premises and shall also pay all the proportionate share of taxes and other rates to be levied in respect of the said building and the said premises morefully and particularly described in the **THIRD SCHEDULE** written hereunder.
- e) **THAT** so long as the said Flat not be separately Assessed to KMC taxes and so long as no Association of the Flat- owners aforesaid is formed, the purchaser shall pay their proportionate share of the KMC taxes, rates, surcharges and water taxes if any assessed on the said premises as also the common expenses referred to as in the **FOURTH SCHEDULE** written hereunder to the Association of the Building.
- f) **THAT** the purchaser shall use the said Flat for Dwelling purpose only.

**NOW THEREFORE THIS DEED OF ABSOLUTE SALE**

**WITNESSETH AS FOLLOWS:-**

**That** in terms and the covenants hereto before recited and in pursuance of the said consideration the said sum of **Rs.** only, truly paid by the **PURCHASER** to the **DEVELOPER** herein in the manner as shown in the Memo of consideration herein below being the full and final amount of consideration money herein above fixed( the receipt of the value of which the **DEVELOPER** doth here by admit and acknowledged and of and from the same and every part thereof doth hereby acquit, release and forever discharge in favour of the **PURCHASER** as well as the said Flat hereby conveyed) the **DEVELOPER / VENDORS** severally and jointly doth hereby grant, transfer, convey, assign and assure and doth confirm into and in favour of the **PURCHASER** **ALL THAT** the undivided undemarcated share of land, covered areas in the said property which is morefully and particularly described in the **FIRST SCHEDULE** hereunder written together with the said Flat having a carpet area ..... equivalent to ..... Sq. ft **super built up area of** more or less, on the ..... **FLOOR** of the said Building erected upon the said premises morefully and particularly described in the **SECOND SCHEDULE** here under

and herein after referred to as the **SAID FLAT** together with rights title interests benefits advantages properly claimed and demand upon the same **AND TO HOLD AND TO ENJOY** the said Flat including all internal partition walls all outer walls, half of the depth of the ceiling and the floor and common adjacent walls relating to the said Flat **TOGETHER WITH** all rights of use in common parts, common amenities and common conveniences relating thereto **AND ALL** the rights, title, interest, property, claimed and demanded whatsoever exclusively relating to the **SAID FLAT** **TO HAVE AND TO HOLD** the same unto in favour and to use of the **PURCHASER** exclusively, absolutely and forever free from all encumbrances **TOGETHER WITH** absolute right of inheritance and all rights of transfer of the same freely including the right to sell, gift. Transfer, convey, lease, mortgage, charge let out or part with possession of the said Flat in the said Building and in the said premises but subject to the terms covenants and conditions herein before and after contained **AND** further the **PURCHASER** shall as of these presents quietly and peacefully enter possession and enjoy the said Flat without any objection and hindrance by the **VENDORS/ DEVELOPER** or any one claiming under them.



**THE VENDORS/DEVELOPER HEREBY FURTHER DECLARED  
AND COVENANT WITH THE PURCHASER as follows:-**

1. **THAT** the Vendors/Developer declare that they are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and the said building upon which the same is erected including the said Flat free from all encumbrances and liabilities whatsoever and the Vendors/Developer further declare that they have not made and/or executed any agreement with anybody else for sale or otherwise of the **SAID FLAT** on the **FLOOR** of the multi-storied **Building** (morefully and particularly described in the **SECOND SCHEDULE** written hereunder) nor made any mortgage and/or any encumbrances with anybody else or any authority and that **NOTWITHSTANDING** any act and deed matter or thing whatsoever by the Vendors/Developer and /or their predecessors-in title done or executed or cause to be done or knowingly suffered to the contrary the **VENDORS/DEVELOPER** have now in them good full power and absolute authority and indefeasible title to grant sell convey transfer assign confirm and assure all and singular the said Flat and the proportionate share of land in the said premises and the proportionate common areas and facilities in the said Building here by granted sold conveyed transferred assigned assured or expressed so to be and to the use of the **PURCHASER** in the matters aforesaid to the true intent



and meaning of these presents free from all encumbrances and liabilities and the vendors/ Developer shall keep the **PURCHASERS** free clear and freely and clearly and absolutely discharged saved harmless and indemnified against all estate and encumbrances created by the Vendors/ Developer or by their predecessors-in-interest or any one of them or any person under them claiming lawfully any interest or title of the said Flat.

2. **THAT** the Vendors/Developer covenant with the Purchasers to execute any further documents in writing in favour of the Purchaser and got the same registered at the cost and expenses of the Purchaser when called upon to do so by the Purchaser to effect any rectification addition or alteration to these presents for further and more perfectly assuring the said Flat in favour of the Purchaser.
3. **THAT** the Vendors/Developer doth hereby further covenant with the Purchaser that the Purchaser shall have every right to get their names recorded with the concerned authority in respect of the said Flat.

**FIRST SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** piece or parcel of land measuring an area of 5 (Five) Katas be the same a little more or less standing situate and lying at and being Premises No. 60/18A, Gouri Bari Lane under Ward No. 15 of Kolkata Municipal Corporation, A.R.A at Kolkata, Police Station-Burtala in the District of Kolkata, Kolkata-700004.

**SECOND SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** one self-contained flat on the ..... FLOOR , being Flat No. .... , measuring an area of more or less ..... Sq.ft. carpet area equivalent to ..... Sq. ft. super built up area of the *Multi storied buiding* of the First Schedule property lying and situates at Premises No. 60/18A, Gouri Bari Lane under Ward No. 15 of Kolkata Municipal Corporation, A.R.A at Kolkata, Police Station-Burtala in the District of Kolkata, Kolkata-700004 consists of ..... Bed room, one Dinning, One Kitchen and One Bath& Privy and One Balcony together with proportionate undivided impartible and variable share interest and ownership of the said land also together with all common arrears and common facilities . *and shown by RED Border on the Map or plan annexed here with.*

**THIRD SCHEDULE ABOVE REFERRED TO :  
(common portions)**

1. Common paths, passage, drive ways and main entrance of the premises and the building.
2. Common boundary walls and main gate.
3. Drainage and sewerage and all pipes and other installations for the same [except only those as per installed within the exclusive area of any unit and/or exclusively for its use].
4. Low tension and/or high tension electrical installation and its room [if any], Transformer [if any], electrical sub-station[if any] and all electrical wirings and other fittings[except only those as per installed within the exclusive area of any unit and/or exclusively for its use].
5. Staircase, stair case landing and/or mid landings on all floors in the building.
6. Lobbies on all floors and roof.

7. Water pump, water tank on the roof, Lifts and all other common plumbing installation for carriage of water [except only those as per installed within the exclusive area of any unit and/or exclusively for its use].
8. Such other common parts, areas, equipment's, installations, fittings, fixtures and spaces.
9. Lift.

**FOURTH SCHEDULE ABOVE REFERRED TO:**

**[Common expenses]**

1. All costs of maintenance, operating, replacing, repairing, white washing, maintaining, redecorating, reconstructing and/or lighting the common portions in the building including outer walls.
2. The salary of all persons employed for common purposes including Darwans, Security persons, Sweepers, Plumbers, Electricians etc.
3. Insurance premium for insuring the building.

4. All charges and deposits for supplies of common utilities.
5. Municipal and/or Corporation taxes. Water tax and other lavies in respect of the premises and the building save and except those are separately assessed upon the Purchaser
6. Cost of formation and operation of the Association/Society.
7. Cost of running, maintenance, repair and replacement of:-
  - a] Transformer[if any],
  - b] Water pumps and installation,
  - c] Lift,
  - d] Other common installations.
8. Electricity charges for the electrical energy consumed at the common portions and/or for the common services.
9. The office expenses incurred for maintaining an office for running association.
10. From the date of taking possession of the Flat the Purchaser will pay the maintenance charges of the demised Flat to the Vendors/ Developer until and unless Association is formed.

IN WITNESS WHERE OF WE THE parties herein set and  
subscribed our seal and signatures on the day month and year  
first above written.

**SIGNED AND DELIVERED**

**IN PRESENCE OF:**

**1. Name & Address:**

**SIGNATURES OF THE OWNERS**

*Represented by their constituted  
attorney the Developer herein.*

**2. Name & Address:**

**SIGNATURE OF THE DEVELOPER**

**Drafted by me:**

**SIGNATURE OF PURCHASER**

**KAUSHIK DUTTA**

LLM, Advocate

Enrolment No. WB-F/1532/1626 of 2014

Sealdah Civil Court, Kolkata- 14

Mobile No. : 6290181996

e-mail : [kaushikdutta871@gmail.com](mailto:kaushikdutta871@gmail.com)

MEMO OF CONSIDERATION
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**Received** the sum of Rs. .... ( rupees ) only from the  
**PURCHASER** as follows:-

Sl. No.	Cheque No./ Cash	Date	Name of Bank	Name of Branch	Amount
1.					
2.					
3.					
4.					
5.					
<b>Rupees</b>				<b>only.</b>	<b>TOTAL- =00</b>

WITNESS:

1. Name and Address :

**SIGNATURES OF THE OWNERS**  
*Represented by their constituted  
attorney the Developer herein.*

2. Name and Address:

**SIGNATURE OF THE DEVELOPER**