

DEED OF CONVEYANCE

THIS INDENTURE made this day of Two
Thousand and Nineteen (2019)

BETWEEN

D.P. CONSTRUCTION

D.H. Datta Paritosh Datta
Partner

(1) **SMT. PUSPA CHANDA**, wife of Late Netai Chanda, by faith – Hindu, by Occupation – Household work, by Nationality – Indian, residing at 92, Purbachal Main Road, P.S. Garfa, Kolkata – 700 078, (2) **SRI SAMIR CHANDA**, son of Late Gouranga Chanda, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 92, Purbachal Link Road, P.S. Garfa, Kolkata – 700 078, (3) **SMT. DOLI CHANDA**, wife of Late Radhashyam Chanda, by faith – Hindu, by Occupation – Household work, by Nationality – Indian, residing at 32, Panchanantola Road, P.S. Lake, Kolkata – 700 029 and (4) **SMT. SOMA DAS (CHANDA)**, wife of Sri Raju Das and daughter of Late Radhashyam Chanda, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, residing at A.T. Chatterjee Road, Rail Colony, Dhakuria, Kolkata – 700 031, represented by their constituted lawful Attorney (1) **SRI DILIP CHANDA**, son of Late Netai Chanda, by Faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 92, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078 and (2) **SRI PARITOSH DUTTA**, son of Sri Rabin Dutta, by Faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 90, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078, both are Partners of “**D.P. CONSTRUCTION**”, a Partnership firm, having its registered office at 49, Rupanjali Park, Kalikapur, P.S. Garfa, Kolkata – 700 099 by virtue of a registered Development Power of Attorney dated 12.05.2016, registered in the Office of District Sub-Registrar – III, Alipore, South 24 Parganas and entered into Book No.I, Deed No. 2308 for the year 2016 hereinafter jointly called as the **OWNERS/ VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs administrators, legal representative successors, successors-in-interest and assigns) of the **FIRST PART**

AND

(1) _____ (PAN- _____), son/
 wife/ daughter of _____ by Faith - _____, by
 Occupation _____ and (2) _____ (PAN- _____)
 _____), son/wife/daughter of _____
 _____, by faith _____, by Occupation - _____, residing
 at _____

hereinafter referred to as the **PURCHASER(S)** (which expression shall unless excluded by

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 Partner

or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, representatives and assigns) of the **SECOND PART**

AND

"D.P. CONSTRUCTION", a Partnership firm, having its registered office at 49, Rupanjali Park, Kalikapur, P.S. Garfa, Kolkata – 700 099, represented by its partners namely (1) **SRI DILIP CHANDA**, son of Late Netai Chanda, by Faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 92, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078 and (2) **SRI PARITOSH DUTTA**, son of Sri Rabin Dutta, by Faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 90, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078, hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS one Ganesh Chandra Kumir, son of Late Taran Chandra Kumir, of Kalikapur, District – South 24 Parganas by virtue of a registered Deed of Sale dated 03.07.1953, registered at Sub-Registrar, Alipore and recorded into Book No.1, Volume No.74, at Pages 167 to 168, Deed No.4342 for the year 1953, purchased one plot of land measuring an area of 68 (Sixty eight) Sataks situated at Mouza-Garfa, J.L. No.19, R.S. No.2, Pargana – Khaspur, Touzi No.10, 12 and 13, comprising in C.S. Dag No.453, under C.S. Khatian No.76, from the then Owner/Vendor namely Sri Gangadas Pal.

AND WHEREAS during Revisional Settlement Operation the name of the said Ganesh Chandra Kumir, was recorded and published in the R.S. record of Right.

AND WHEREAS one Smt. Charubala Chanda, wife of Late Gopal Chandra Chanda, of Purbachal Link Road, P.S. Garfa, P.O. Haltu, Kolkata – 700 078, by virtue of a registered Deed of Sale dated 12.03.1960, registered at Sub-Registrar, Alipore and recorded into Book No.1, Volume No.34, at Pages 283 to 285, Deed No.2250 for the year 1960, purchased one plot of land measuring an area of 5 (Five) Cottahs situated at Mouza-Garfa, J.L. No.19, R.S. No.2, Pargana – Khaspur, Touzi No.10, 12 and 13, comprising in R.S. Dag No.1781, under R.S. Khatian No.1282, corresponding to C.S. Dag No.453, under C.S. Khatian No.453 and 76, from said Ganesh Chandra Kumir, son of Late Taran Chandra Kumir, of Kalikapur, District – South 24 Parganas.

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Sri Paritosh Dutta

Partner

AND WHEREAS by virtue of registered Deed of Sale registered at Sub-Registrar Alipore and recorded into Book No.1, Volume No.35, at Pages 243 to 245, Deed No.2249 for the year 1960, said Ganesh Chandra Kumir, sold, conveyed, transferred, assigned and granted one plot of land measuring an area of 10 (ten) Cottahs of said Mouza-Garfa, in R.S. Dag No.1781, under R.S. Khatian No.1282, corresponding to C.S. Dag No.453, under C.S. Khatian No.453 and 76, in favour of Smt. Sushma Rani Das of 2/35, Jadabgarh Colony, Haltu, Kolkata.

AND WHEREAS by virtue of registered Deed of Sale registered at Sub-Registrar Alipore and recorded into Book No.1, Volume No.176, at Pages 296 to 300, Deed No.10079 for the year 1963, said Smt. Sushma Rani Das, sold, conveyed, transferred, assigned and granted said purchased plot of land measuring an area of 10 (ten) Cottahs of said Mouza-Garfa, in R.S. Dag No.1781, under R.S. Khatian No.1282, corresponding to C.S. Dag No.453, under C.S. Khatian No.453 and 76, in favour of Sri Sarbeswar Dutta, son of Late Bilas Chandra Dutta, of Purbachal, P.S. Garfa, Kolkata – 700 078.

AND WHEREAS by virtue of another registered Deed of Sale registered at Sub-Registrar Alipore and recorded into Book No.1, Volume No.156, at Pages 224 to 226, Deed No.9288 for the year 1964, said Sri Sarbeswar Dutta, again purchased another one adjacent plot of land measuring an area of 1 (One) Cottah 8 (Eight) Chittacks 8 (Eight) Sq.ft. of said Mouza – Garfa, in R.S. Dag No.1780, under R.S. Khatian No.1541, corresponding to C.S. Dag No.1479, from one Smt. Hemnalini Bala, of 15/3B, Naskarpara Lane.

AND WHEREAS by virtue of another registered Deed of Sale dated 18.05.1973, registered at A.D.S.R. Alipore and recorded into Book No.1, Volume No.94, at Pages 1 to 5, Deed No.2569 for the year 1973, of said Mouza-Garfa, J.L. No.19, R.S. No.2, Touzi No.10, 12 and 13, in R.S. Dag No.1780, under R.S. Khatian No.1541, and also in R.S. Dag No.1781, under R.S. Khatian No.1282, said Smt. Charubala Chanda, again purchased a adjacent plot of land measuring an area of 6 (Six) Cottahs 2 (two) Chittacks out of 11 (Eleven) Cottahs 8 (Eight) Chittacks 8 (Eight) Sq.ft. from Sri Sarbeswar Dutta, son of Late Bilas Chandra Dutta, of Purbachal, P.S. Garfa, Kolkata – 700 078.

AND WHEREAS by virtue of two separate registered Deed of Sale said Smt. Charubala Chanda, purchase the total net land area of 11 (Eleven) Cottahs 2 (Two) Chittacks situated in Mouza-Garfa, J.L. No.19, R.S. No.2, Touzi No.10, 12 and 13, Pargana – Khaspur,

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Charubala Chanda

Partner

comprising in R.S. Dag No.1780, under R.S. Khatian No.1541, and also in R.S. Dag No.1781, under R.S. Khatian No.1282, and thereafter said Smt. Charubala Chanda, recoded their land in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.18, Purbachal Main Road, within Ward No.106, Assessee No.31-106-16-0018-1, corresponding to postal address 92, Purbachal Main Road, P.O. Haltu, presently P.S. Garfa, formerly P.S. Kasba, Kolkata – 700 078 but as per present physical measurement the land area is 10 (Ten) Cottahs 14 (Fourteen) Chittacks and rest land area 4 (Four) Chittacks exhausted due to extension of the adjacent road area of the entire plot of land.

AND WHEREAS by virtue of a registered Deed of Gift dated 04.03.2002, registered in the office of District Sub-Registrar - III, Alipore, South 24 Parganas and entered into Book No.1, Volume No.147, at Pages 447 to 454, Deed No.6655 for the year 2002, said Smt. Charubala Chanda, donated the land measuring an area of 3 (Three) Cottahs 8 (Eight) Chittacks of Mouza-Garfa, J.L. No.19, R.S. No.2, Touzi No.10, 12 and 13, Pargana – Khaspur, comprising in R.S. Dag No.1781, under R.S. Khatian No.1282, corresponding to C.S. Dag No.1480, under C.S. Khatian No.453 and 76, measuring land area of 3 (Three) Cottahs 4 (Four) Chittacks 25 (Twenty five) Sq.ft. and in R.S. Dag No.1780, under R.S. Khatian No.1541, corresponding to C.S. Dag No.1479, land measuring 3 (Three) Chittacks 2 (Twenty) Sq.ft. totaling land area of 3 (Three) Cottahs 8 (Eight) Chittacks part of the K.M.C. Premises No. 18, Purbachal Main Road, within Ward No.106, in favour of **SMT. PUSPA CHANDA, OWNER No.1** herein.

AND WHEREAS thereafter said **SMT. PUSPA CHANDA**, mutated her entire plot of land together with three storied building erected by her measuring total covered area of 1800 (One thousand and eight hundred) Sq.ft. each floor measuring covered area of 600 (Six hundred) Sq.ft. in the record of The Kolkata Municipal Corporation known as **K.M.C. Premises No.18, Purbachal Main Road**, being Assessee No.31-106-16-0018-1, within K.M.C. Ward No.106, Kolkata – 700 078.

AND WHEREAS by virtue of a registered Deed of Gift executed on 10.09.2001, registered in the office of District Sub-Registrar – III, Alipore, South 24 Parganas and entered into Book No.1, Deed No.01634 for the year 2003 said Smt. Charubala Chanda, donated a part of land measuring an area of 3 (Three) Cottahs 11 (Eleven) Chittacks of Mouza-Garfa,

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D.P. Chanda Bariton suan

Partner

J.L. No.19, R.S. No.2, Touzi No.10, 12 and 13, Pargana – Khaspur, comprising in R.S. Dag No.1781, under R.S. Khatian No.1282, measuring land area of 3 (Three) Cottahs 9 (Nine) Chittacks 10 (Ten) Sq.ft. and in R.S. Dag No.1780, under R.S. Khatian No.1541, measuring land area of 1 (One) Chittack 35 (Thirty five) Sq.ft. part of the K.M.C. Premises No. 18, Purbachal Main Road, within Ward No.106, in favour of **SRI SAMIR CHANDA, OWNER No.2** herein.

AND WHEREAS thereafter said **SRI SAMIR CHANDA**, mutated his entire plot of land togetherwith three storied building erected by him measuring total covered area of 1800 (One thousand and eighth hundred) Sq.ft. more or less each floor measuring covered area of 600 (Six hundred) Sq.ft. in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.18/2, Purbachal Main Road, being Assessee No.31-106-16-2787-3, within K.M.C. Ward No.106, Kolkata – 700 078.

AND WHEREAS by virtue of a registered Deed of Gift executed on 10.09.2001, registered in the office of D.S.R. III, Alipore, South 24 Parganas and entered into Book No.1, Volume No.7, at Pages 7168 to 7186, Deed No.01635 for the year 2003, said Smt. Charubala Chanda, donated a part of land measuring an area of 3 (Three) Cottahs 11 (Eleven) Chittacks of Mouza-Garfa, J.L. No.19, R.S. No.2, Touzi No.10, 12 and 13, comprising in R.S. Dag No.1781, under R.S. Khatian No.1282, measuring land area of 3 (Three) Cottahs 9 (Nine) Chittacks 20 (Twenty) Sq.ft. and in R.S. Dag No.1780, under R.S. Khatian No.1541, land area 1 (One) Chittack 25 (Twenty five) Sq.ft. part of the K.M.C. Premises No. 18, Purbachal Main Road, within Ward No.106, in favour of Radheshyam Chanda, since deceased, the husband of the **SMT. DOLI CHANDA** and father of the **SMT. SOMA DAS (CHANDA)**, the **OWNERS No.3 and 4** herein.

AND WHEREAS said Radheshyam Chanda, died intestate on 27.06.2009, leaving behind his legal heirs and successors i.e. his wife namely **SMT. DOLI CHANDA** and only one daughter namely **SMT. SOMA DAS (CHANDA)**, who jointly inherited the said plot of land as per Hindu Succession Act, 1956.

AND WHEREAS said **SMT. DOLI CHANDA AND SMT. SOMA DAS (CHANDA)**, jointly mutated their entire plot of land together with one tile shed structure measuring an area of 120 (One hundred and twenty) Sq.ft. in the record of The Kolkata

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 Partner

Municipal Corporation known as K.M.C. Premises No.18/1, Purbachal Main Road, being Assessee No.31-106-16-2788-5, within K.M.C. Ward No.106, Kolkata – 700 078.

AND WHEREAS with the view to better enjoyment the **OWNER No. 1, OWNER No.2 and also OWNERS No.3 and 4** herein amalgamated their respective plot of land into a compact plot of land as the three plots of land as described in the SCHEDULE - "A" below are situated side by side and adjacent to each other and this amalgamation has been made by virtue of a registered Deed of Exchange dated 08.02.2016, registered in the office of District Sub Registrar – III, Alipore and recorded in Book No. 1, Volume No.1603, at Pages 19629 to 19665, Deed No.00615 for the year 2016 and by virtue of this amalgamation the present **OWNERS** herein became the absolute joint Owners of the entire plot of land measuring total land area of **10 (Ten) Cottahs 14 (Fourteen) Chittacks more or less** together with two separate three storied building measuring total covered area of **3600 (Three thousand and six hundred) Sq.ft.** and another one tile shed measuring an area of **120 (One hundred and twenty) Sq.ft.** and thereafter all the Owners herein jointly recorded their names in the record of The Kolkata Municipal Corporation known as **K.M.C. Premises No.18, Purbachal Main Road, within the K.M.C. Ward No.106, Assessee No.31-106-16-0018-1, P.O. Haltu,** formerly P.S. Kasba, presently P.S. Garfa, Kolkata – 700 078, in respect of the entire property which has been described in the SCHEDULE – A below..

AND WHEREAS being desirous of the Promotion work of their said premises the **OWNERS/VENDORS** entered into a registered Development Agreement dated 12.05.2016, registered at D.S.R III, Alipore, South 24 Parganas and recorded into Book No.1, Deed No. 2297 for the year 2017 and the **OWNER/VENDOR** herein given the registered Development Power of Attorney as mentioned above to the **DEVELOPER** herein is developing as well as promoting the entire premises as described in the SCHEDULE – 'A' below.

AND WHEREAS the **DEVELOPER** herein developing the entire Premises and is being erected a Ground Plus four storied building plan with Lift facility as per sanctioned building Permit No.2018120071 dated 12.07.2018 sanctioned by The Kolkata Municipal Corporation and the **VENDOR/ DEVELOPER** are developing the entire premises and erecting the building thereon as per aforesaid sanctioned building plan as well as annexed specification.

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Sub Chandra Boritua Dutta

Partner

AND WHEREAS the Flat and Car Parking Space as mentioned in the SCHEDULE B are of Developer's allocated portion and the **DEVELOPER** received the entire sale proceeds i.e. consideration amount from the intending Purchaser herein.

AND WHEREAS during construction of the building the **DEVELOPER** declared to sell the flats etc. with habitable use of the **DEVELOPER'S ALLOCATION** and the **PURCHASER** herein knowing the same and also after satisfaction of the title of the property agreed to purchase one residential flat situated on the floor side of the Ground Plus Four storied building being **Flat No.....** measuring Carpet area of(.....) **Sq.ft. more or less** right to use all common service area and other facilities and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of Sq.ft. on satisfaction of the **PURCHASER** regarding the specification of the flat and its area and also right to use all common service area and other facilities and also right to use the common portions, space and right of common use of the Common passage, stair-case, landings etc. as well as roof for the service purpose and the other necessary easement rights as described in the **SCHEDULE "C"** hereunder written and undivided proportionate share of land as described in the **SCHEDULE "A"** below and it is pertinent to mention that said concerned flat are of **Developer's Allocation** and the building.

AND WHEREAS both the **VENDORS** and the **DEVELOPER** agreed to sell and convey the said **Flat No.....** and the **PURCHASER** agrees to purchase the said **Flat No.....** situated on the floor side of the Ground Plus Four Storied building togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of Sq.ft. as described in the **SCHEDULE "B"** below togetherwith undivided proportionate share of land as described in the **SCHEDULE "A"** below and also right to use all common rights and facilities as described in the **SCHEDULE "C"** for a total consideration price of **Rs...../- (Rupees only** free from all encumbrances, liabilities, whatsoever, which is under **DEVELOPER/CONFIRMING PARTY'S** allocation.

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Dhruv Paritosh Gupta

Partner

AND WHEREAS the **DEVELOPER** entered into an Agreement for Sale dated, with the **PURCHASER** and the **DEVELOPER** has agreed to sell the **PURCHASER** the said **Flat No.**..... situated on the floor side of the Ground Plus Four Storied building measuring Carpet area of(.....) **Sq.ft. more or less** of the said building togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of Sq.ft. and the **CONFIRMING PARTY/DEVELOPER** herein has agreed to sell the **PURCHASER ALL THAT Flat No.**..... situated on the floor side of the Ground Plus Four Storied building measuring Carpet area of(.....) **Sq.ft. more or less** consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of Sq.ft. as described in the **SCHEDULE "B"** hereunder written right to use all common rights and common services as described in the **SCHEDULE "C"** below and undivided proportionate share of land morefully as described in the **SCHEDULE "A"** and the said flat alongwith the balcony of the building has been built up in accordance with the said sanctioned residential building plan and discuss to acquire and possess the said flat togetherwith Car Parking Space of **Rs.**...../- (**Rupees** **only** for a total consideration towards the proportionate cost of land and cost of construction of the said flat togetherwith Car Parking Space and the entire cost of the said flat togetherwith Car Parking Space have been taken only by the **DEVELOPER** as the said flat and Car Parking Space is of Developer's Allocation.

AND WHEREAS the **DEVELOPER** is constructing the building. Thereafter the West Bengal Government introduced the **new Promoter and Builder Law** with effect from 01.06.2018 as per The West Bengal Housing Industry Registration Act, 2017 and also The West Bengal Housing Industry Regulation Rules, 2018. The **DEVELOPER** has now taken the registration of this project under this Act and Building Rules vide No..... and the **DEVELOPER** has also taken registration of GST. As per said Act the registration of the flat shall be done on Carpet area which have been described in this deed accordingly.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale dated, in consideration of the sum of **Rs.**...../- (**Rupees** **only** of which the entire consideration of **Rs.**...../- (**Rupees** **only** paid by the **PURCHASER** to the **CONFIRMING**

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Dhruv Datta

Partner

PARTY/DEVELOPER on or before execution of this Deed only on different dates as described in the Memo of Consideration of which receipts have been issued totalling **Rs...../- (Rupees only** and the receipt whereof the **DEVELOPER** hereby acknowledges and admits and/or for the same and every part thereof both truly acquit release and forever discharge the **PURCHASER** of all their liabilities thereof and it is noted that the entire consideration money of **Rs...../- (Rupees only** against the said flat and Car Parking have been received by the **DEVELOPER/ CONFIRMING PARTY** and both the **VENDORS** and the **CONFIRMING PARTY/DEVELOPER** as beneficial owners and party respectively do hereby grant, convey, transfer, assigns, assure unto the said **PURCHASER** free from all encumbrances **ALL THAT** the undivided proportionate share of interest in the said land morefully and more particularly described in the **SCHEDULE "A"** hereunder written together with a complete **Flat No.....**, situated on the floor side of the Ground Plus Four Storied building measuring Carpet area of(.....) **Sq.ft. more or less** and right to use all common service area and other facilities consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of **Sq.ft.** as described in the **SCHEDULE "B"** below and undivided proportionate share of land as mentioned in the **SCHEDULE "A"** hereunder written constructed at the cost and expenses of the **PURCHASER TO HAVE AND TO HOLD** the said Flat togetherwith right to use the undivided share of land, staircases, common-land, roof of the building, water supply lines and other common paths and drains and sewerages, equipments and installation and fixture and passages and stair appertaining to the said building situated at **K.M.C. Premises No.18, Purbachal Main Road, within the K.M.C. Ward No.106, P.O. Haltu, formerly P.S. Kasba, presently P.S. Garfa, Kolkata – 700 078**, as mentioned in the **SCHEDULE "B" AND "C"** hereunder written herein comprised and hereby granted conveyed, transferred, assigned and assured and every part or parts thereof respectively together with there and every or their respective rights and appurtenance whatsoever unto the said **PURCHASER** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER** with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said complete **Flat No.....**, situated on

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[Handwritten Signature]

Partner

the floor side of the building togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of Sq.ft. and right to use all common rights and proportionate land share as morefully described in the SCHEDULE "B" AND "C" hereunder written.

AND IT IS HEREBY AGREED AMONG THE OWNERS/VENDORS, CONFIRMING PARTY AND THE PURCHASER :-

1. The **PURCHASER** shall be entitled to all rights, privilege vertical and lateral supports easements quasi easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said **Flat No.....**, situated on the floor side of the building and Car Parking Space for usually hold used occupied or enjoyed or reputed so to be or known as part and parcel thereof or appertaining thereto.
2. The **PURCHASER** shall be entitled to the right of access in common with the **OWNERS/VENDORS** and/or other occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the said building.
3. The **PURCHASER** and her agents and nominees shall also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said **Flat No.....**, situated on the floor side of the building and Car Parking Space pathways comprised with the said building and Premises or passages and that nothing therein contained the **VENDORS/ DEVELOPER** shall permit the **PURCHASER** or any person deriving title under the purchase but the **PURCHASER** or her servants nominees, employees invitees shall not obstruct the common portion of the building in any way by parking vehicles, deposit of materials, rubbish or otherwise to any other flat owners of the building or holding including the **VENDORS**.
4. The **PURCHASER** shall have the right of protection of the said flat to be kept safe and perfect of all portions of the said **Flat on floor side** of the building including the entire holding.

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Subhendra Barotia
Partner

5. The **PURCHASER** shall also be entitled to the right of passage in common as aforesaid of taking, gas, electricity water to the said flat through pipes drains, wires and common spaces lying or being under or through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said flat for the purpose whatsoever.
6. The **PURCHASER** shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such as pipes, drains and common spaces aforesaid and for the purpose of building repair or cleaning part or part of the said Flat on floor side of the building togetherwith Car Parking Space.

THE OWNERS/VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-

1. That the **VENDORS** have the absolute authority of the land and so the **VENDORS** have good rightful power and absolute authorities to grant, convey, transfer, assign and assure the undivided proportionate share of land pertaining to the said **Flat No.....** , situated on the floor side of the building together with right to use common stair-case and other common portions/parts and open spaces, paths and passages in the said building.
2. It shall be lawful for the **PURCHASER** from time to time and at all times hereafter to enter into and upon hold and enjoy the said **Flat No.....**, situated on the floor side of the Ground Plus four Storied building measuring Carpet area of(.....) **Sq.ft. more or less** consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. and One Balcony togetherwith Car Parking Space and right of use all common open places and other services of the building with stair cases and other common parts and passages in the said building and every part thereof morefully described in the **SCHEDULE "B" AND "C"** hereunder written and to receive the rents, issues and profits thereof and have full power, right and authority to sell, transfer, mortgage, lease dispose of the said flat and balcony without any interruption disturbances claims or demands whatsoever from or by the **VENDORS** or **CONFIRMING**

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PARTY herein of any person or persons claiming through under or in the trust for them.

3. The said Flat on floor side being Flat No....., of the building togetherwith Car Parking Space and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever.
4. The **VENDORS** and the **CONFIRMING PARTY** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASER** make do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said proportionate undivided share of land pertaining to the said Flat on floor side being Flat No....., of the building togetherwith Car Parking Space togetherwith common stair case and other common open parts and services, paths and passages respectively and every part thereof unto the **PURCHASERS** in manner aforesaid as shall or may be reasonably required **AND** that the **VENDORS** and/or **CONFIRMING PARTY** shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the **PURCHASER** produce or cause to be produced to the **PURCHASER** or to her attorney or agent at any trial, commission, examination or otherwise occasion shall require any of the Deed or Deeds, Documents and writings which are in their possession or power relating to the said undivided proportionate share of land and the **CONFIRMING PARTY** shall deliver to the **PURCHASER** all the attested or other copies of extract and/or from the said deeds, documents and writings.

THE PURCHASER DO HEREBY COVENANT WITH THE OWNER/ VENDOR AND THE DEVELOPER/CONFIRMING PARTY AS FOLLOWS:-

1. So long as the said Flat No....., situated on the floor side of the building togetherwith one Car parking Space No..... on Ground Floor of the building along with all common rights and common expenses as described in the **SCHEDULE "B", "C" AND "D"** hereunder written shall not be separately

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R.H. Under Paritoo Datta
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assessed the said **PURCHASER** shall pay from the date of execution of the Deed of Conveyance and/or occupations taken by the **PURCHASER** whichever date is earlier, the proportionate share of Municipal taxes as per apportionment to the extent of the said flat to be made by the **VENDOR** and the **CONFIRMING PARTY** jointly and they also pay the building taxes to the State Government if any proportionately as apportioned by the said **VENDOR** only to the extent of the **PURCHASER'S** flat as mentioned in the **SCHEDULE-'B'** below.

2. The **PURCHASER** shall pay all taxes, rates impositions and other outgoings in respect of the said flat proportionately as may be imposed by the K.M.C. and/or the Central or State Government and shall also pay all such fees or charges or any other taxes or payment of similar nature.
3. The **PURCHASER** shall contribute and pay from time to time and at all times hereafter the proportionate share towards cost expenses, outgoings and maintenance in respect of the enjoyment of the common amenities and common expenses as specified by the Association of the flat owners of the Premises and the same shall be conclusive final and binding on the **PURCHASER** and other flat owners of the building.
4. The **PURCHASER** shall maintain the said **Flat No.....**, situated on the floor side of the building togetherwith one Car parking Space No..... on Ground Floor of the building at her own cost in the same good condition (reasonables wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the Government both central and State, the K.M.C. and/or any other Authorities and Local Bodies and also particulars to observe and maintain such rules, Bye-laws framed by Association of Flat Owners for the protection of the building.
5. The said **PURCHASER** doth hereby covenant to keep her said flat inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions and in good repair.
6. The said **PURCHASER** shall not make any such construction of structural alteration of any portion of the building causing any damages to other flats or causing obstruction to other owners of the flats of the building.

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D.P. Construction
 Partner

7. The said **PURCHASER** shall at her own costs and expenses fix up separate meter connection or meters in the said flat and balcony for electricity power connection to be consumed in the said flat by the **PURCHASER** and the **PURCHASER** shall pay all rates and taxes which may be imposed by the proper authority. The **PURCHASER** shall be entitled to make such interior construction and decoration for her necessities like racks, storage space, gas cylinder spaces, cooking racks etc., without causing any damages to the building.
8. The **PURCHASER** shall have full right and authority to sell, transfer, convey, mortgage, Gift, charges, lease or in any kind of encumber or deal, or dispose of her flat and Car Parking Space and/or her possession or to assign let out or part with this interest possession or benefit of her said **Flat No.....** on **..... floor** **side** of the building togetherwith one Car parking Space No..... on Ground Floor of the building or any part thereof provided the transferee shall agree in writing to observe and perform the covenants herein contained and rules and Bye-laws relating to the said building to be framed by the Association.
9. The **PURCHASER** shall have to carry out the necessary repair which may be pointed out by the Association to be formed as per W.B. Apartment Ownership Act, 1972 to extent of the said flat and balcony which will be applicable to the all the flat owners.
10. The **PURCHASER** shall not use nor caused to be used the said **Flat No.....** on **..... floor** **side** of the building togetherwith one Car parking Space No..... on Ground Floor of the building and or any part thereof in such manner which may likely to cause nuisance or annoyance to the occupants of other flats of the said building or to the owners or occupiers of adjoining or neighbouring properties nor shall use the same for any illegal or immoral purposes or as a restaurant, workshop and godown.
11. Save and except the said flat sold herein, the said **PURCHASER** shall have no claim or right of any nature or kind over or in respect of roof and they shall have right to use open spaces and lobbies, stair-case as well as for the purpose of services or the roof of the building in common with other Flat owners morefully specified in the **SCHEDULE "C"** hereunder written.

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Dilip Chandra Paritona Gupta

Partner

12. The said **PURCHASER** shall not bring keep or store in or any part of the said flat inflammable combustible substance or articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.
13. The **PURCHASER** shall never raise any objection if the **DEVELOPER** converts the Car Parking Space of the ground floor in respect of her Allocated portion into shop or office space by converting the same by brick masonry and it is noted that any Car Parking Space of the building shall never be treated as common Space.
14. The **PURCHASER** shall have to pay the monthly maintenance and also the cost of the maintenance/repair of the lift time to time to be fixed up by the flat Owners or by the Association of the Flat Owners of the building to be formed later on and the **PURCHASER** shall have to abide by the decision of the Association.
15. The **PURCHASER** shall use the said flat as residential purpose only and keep the peace of the building without creating any nuisance or sound pollution.
16. That the **DEVELOPER** herein has handed over physical possession of the flat and balcony as mentioned in the **SCHEDULE-'B'** below to the **PURCHASER** herein who has taken the possession thereof with full satisfaction.
17. That the save as the said flat and properties proportionate land herein morefully contained the **PURCHASER** shall have no right title or interest in any other flat and open land of the said building excepting the using right of the roof along with their Co-Purchasers. The **PURCHASER** hereby declares and confirms that they have already received the physical possession of the said flat from the **DEVELOPER** with full satisfaction as regards the area title of the entire property and construction of the said building.

AND FURTHER more that the **VENDORS** and the **CONFIRMING PARTY** and all their heirs executors and administrators representatives shall at all times hereinafter indemnify and keep indemnified the **PURCHASER** and her heirs and executors, administrators and assigns against loss, damages, costs, charges expenses, if it is suffered by reasons of any defect in the title of the **VENDORS** and the **CONFIRMING PARTY**

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Dilipendra Paritona

Partner

or any breach of the covenants hereafter contained. Simultaneously, the execution and registration of the conveyance of the said flat the **VENDORS** and the **CONFIRMING PARTY** shall hand over the **PURCHASER** the necessary Xerox copies of documents such as Rajpur Sonarpur Municipality's, Tax Receipt, copy of the sanctioned building plan, copies of all other deeds etc. for perfection of the **PURCHASER'S** title.

THE SCHEDULE ABOVE REFERRED TO
SCHEDULE - 'A'

ALL THAT piece and parcel of total amalgamated plot of land measuring net land area of **10 (Ten) Cottahs 14 (Fourteen) Chittacks more or less** as per present physical measurement whereon a Ground Plus Four storied building with lift facility shall be erected vide Building Permit No.2018120071 dated 12.07.2018 sanctioned by The K.M.C. situated in Mouza-Garfa, J.L. No.19, R.S. No.2, Touzi No.10, 12 and 13, Pargana – Khaspur, comprising in R.S. Dag No.1781, under R.S. Khatian No.1282, measuring land area of 10 (Ten) Cottahs 7 (Seven) Chittacks 10 (Ten) Sq.ft. and in R.S. Dag No.1780, under R.S. Khatian No.1541, land area 6 (Six) Chittacks 35 (Thirty five) Sq.ft. within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 106, formerly Police Station – Kasba, at present Police Station – Garfa, known as The **K.M.C. Premises No.18, Purbachal Main Road, within the K.M.C. Ward No.106, Assessee No.31-106-16-0018-1, P.O. Haltu, formerly P.S. Kasba, presently P.S. Garfa, Kolkata – 700 078** and entire land and property is butted and bounded by :

<u>ON THE NORTH</u>	:	Property of others;
<u>ON THE SOUTH</u>	:	K.M.C. Road;
<u>ON THE EAST</u>	:	Others property;
<u>ON THE WEST</u>	:	K.M.C. Road.

SCHEDULE 'B' ABOVE REFERRED TO
(DESCRIPTION OF THE SOLD FLAT)

ALL THAT Flat No..... situated on the floor side of the Ground Plus Four storied building measuring Carpet area of(.....) Sq.ft. **more or less** and right to use the proportionate share of stair case, lift lobby, Ground floor services consisting of consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. **totalling super built up area of said flat**

more or less togetherwith one Car parking Space No..... on Ground Floor of

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Signature of Partner

Partner

the building and also right to use the proportionate undivided share of land and right to use all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **SCHEDULE 'C'** hereunder written and the said flat are duly erected as per aforesaid sanctioned Building Permit No.2018120071 dated 12.07.2018 sanctioned by The Kolkata Municipal and the said flat togetherwith one Car parking Space No..... on Ground Floor of the building is situated within the **K.M.C. Premises No.18, Purbachal Main Road, within the K.M.C. Ward No.106, P.O. Haltu, formerly P.S. Kasba, presently P.S. Garfa, Kolkata – 700 078** as fully described in the **SCHEDULE "A"** above and the sold Flat and balcony are shown in the annexed Plan by Red border line.

SCHEDULE - 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND SERVICE)

1. All stair-cases on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Roof of the building is for the purpose of common services and parapet wall on the roof.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Electricity service and electricity main line wirings and common electric meter space and lighting and main electric meter.
8. Drainages and sewerages and drive way of the building.
9. Boundary walls and main gate of the Premises.
10. Such other common parts, alike, equipments, installations, fixtures, and fittings and open spaces in or about the said building.
11. Vacant space of the ground floor.
12. Lift, lift room and lift well of the building.
12. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.
13. Watch Man's room and W.C. in the Ground Floor of the building.

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Partner
Partner

THE SCHEDULE "D" ABOVE REFERRED TO
(MAINTENANCE /COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Premises Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road In good repair and clean and tidy and edged where necessary and clearing The private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owner may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require

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Rui Chinda Pereira
 Partner

statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.

12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
16. The Purchase maintenance and renewal of fire fighting appliances and the common equipment as the Owner may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Holding Organisation it is reasonable to provide.

D.P. CONSTRUCTION

Dr. K. K. Paritosh Dutta

Partner

IN WITNESS WHEREOF the parties have put their signature hereto the day, month and year first above written.

SIGNED, SEALS AND DELIVERED by the within the names PARTIES at Calcutta in the presence of :

1.

As Constituted lawful attorney of the Vendor herein

SIGNATURE OF THE VENDORS

2.

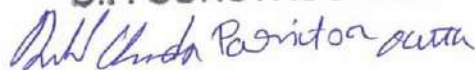
SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY

PREPARED & DRAFTED BY :

(DEBES KUMAR MISRA)
ADVOCATE
HIGH COURT, CALCUTTA
Resi-cum-Chamber :69/1, Baghajatin
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D.P. CONSTRUCTION



Partner

MEMO OF CONSIDERATION

RECEIVED of and from the within mentioned **PURCHASER** the full consideration sum of **Rs...../- (Rupees only** towards the cost of proportionate undivided share of land and also the cost of construction of the said within mentioned **Flat No..... on floor side** togetherwith one Car parking Space No..... on Ground Floor of the building of the building under **K.M.C. Premises No.18, Purbachal Main Road, within the K.M.C. Ward No.106, P.O. Haltu, formerly P.S. Kasba, presently P.S. Garfa, Kolkata – 700 078, Kolkata – 700 099**, in the manner following :-

Sl. No	Cheque No./Draft No.	Date	Name of the Bank & Branch	Amount (Rs.)

Total : Rs. _____

(Rupees) only
WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY

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Dhruv Chandra Paritosh
Partner