

**DEED OF CONVEYANCE**

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

**BETWEEN**

**SRI KUMUD CHANDRA KAR, (PAN-AHRPK3122H)**, son Late Hare Krishna Kar, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 129/8, Purbachal Kalitala Road, Police Station – Garfa, Post Office – Haltu, Kolkata – 700 078, hereinafter called the **OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs administrators, legal representative successors, successors-in-interest and assigns) of the **FIRST PART** represented by his Attorney namely **SRI PRODIP KUMAR DAS, (PAN - AHPPD1812P)**, son of Late Purnendu Sekhar Das, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 1983, Mukundapur, Satabdi Park, 4<sup>th</sup> Floor, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700099, Director of **ASHIRBAD REALITY PRIVATE LIMITED, (PAN-AAQCA5059G)**, a private Limited company having its office at 6B/28, Mukundapur, 1<sup>st</sup> Floor, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata – 7000 99, by virtue of registered Development Power of Attorney dated 26.09.2018, registered at D.S.R. V, Alipore, South 24 Parganas and recorded into Book No.1, Deed No.2484 for the year 2018.

**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 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**

**ASHIRBAD REALITY PRIVATE LIMITED, (PAN-AAQCA5059G)**, a private Limited company having its office at 6B/28, Mukundapur, 1<sup>st</sup> Floor, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata – 7000 99, represented by its Director namely **SRI PRODIP KUMAR DAS, (PAN - AHPPD1812P)**, son of Late Purnendu Sekhar Das, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 1983, Mukundapur, Satabdi Park, 4<sup>th</sup> Floor, Post

Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700099, 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** as per the final Order/Decree of a Partition Suit vide Order No.546 on 4<sup>th</sup> day of June 1971, arising out of Partition Suit No. 16 of 1941 of 3<sup>rd</sup> Sub-Judge Alipore one Jugal Mondal, since deceased of Bawali, P.S. Budje Budge, District-South 24 Parganas as Party of the 5<sup>th</sup> Part of the said Partition Suit acquired the right title and interest of a big plot of land situated at Mouza - Nayabad, J.L. No.25 measuring land area of 20 Bighas marked as “Dha’ in Partition plan comprising in C.S. Dag No. 102, and land area measuring 9 (Nine) Bighas marked as “Dhha” in Partition plan in C.S. Dag No. 31, i.e. totalling land area of 29 (Twenty nine) Bighas corresponding to R.S. Dag No. 195 and other Dags under R.S. Khatian No.127 and 128, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, District- South 24 Parganas.

**AND WHEREAS** in life time said Jugal Mondal, since deceased entered into one Agreement for Sale dated 28.04.1969, with one Sri Kanti Ranjan Chakraborty, son of Late Nalini Mohan Chakraborty, residing at 23, Shibaji Road, West Rajapur, P.S. Jadavpur, Kolkata – 700 032, to sell his plot of land.

**AND WHEREAS** said Jugal Mondal, did not maintain the terms and condition of the said Agreement for sale and he died intestate on 06.08.1971, leaving behind his only legal heirs and successors i.e. his son’s wife namely Smt. Gouri Rani Mondal and one grand daughter namely Smt. Kusumika Das, who jointly inherited the said land and property as per Hindu Succession Act, 1956.

**AND WHEREAS** said Sri Kanti Ranjan Chakraborty, filed a Suit under Specific Performance Act, in the Learned 3<sup>rd</sup> Sub-Judge Alipore vide Title Suit No.186 and 10.08.1994 to acquire the land in accordance with law and the said Learned Court passed the Order in favour of said Sri Kanti Ranjan Chakraborty and thereafter said Sri Kanti Ranjan Chakraborty, filed a Acquisition Suit vide No.1 in the year 1985 before the Learned 3<sup>rd</sup> Sub-Judge Alipore and said Learned Court passed the order and issued a Memo No.31 dated 14.03.1996 by instructing the District Registrar/Sub-registrar, District-South 24 Parganas for registration of the said property as mentioned in the said Memo No.31.

**AND WHEREAS** thereafter said Sri Kanti Ranjan Chakraborty, registered the said property on 15.03.1996, registered at D.S.R. III, Alipore, South 24 Parganas and recorded into Book No.1, Volume No.20, at Pages 496 to 503, Deed No.1079 for the year 1996 as per the instruction of the Learned Court.

**AND WHEREAS** thereafter said Sri Kanti Ranjan Chakraborty, divided and/or developed the said land and property by showing the road therein and thereafter he declared to sell the plot/plots of land to the intending purchaser/purchasers for a valuable consideration as decided him.

**AND WHEREAS** by virtue of a registered Deed of Sale dated 05.04.2017, registered at D.S.R. V, Alipore, South 24 Parganas and recorded into Book No.1, Volume No. 1630-2017, Page No. 31033 to 31053, Deed No.1065, for the year 2017, the OWNER herein purchased one plot of land measuring **2 (Two) Cottahs 3 (Three) Chittacks 15 (Fifteen) Sq.ft.** Plot No.P-6, situated in **Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi Nos. 56**, comprising in R.S. Dag No.195, under R.S. Khatian No.127, within presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, known as **K.M.C. Premises No.3626, Nayabad**, vide Assessee No.31-109-08-7668-9, Kolkata – 700 099 from the previous Owner namely Smt. Sima Saha, wife of Sri Pabitra Kamal Saha, residing at 125/3/D, Beliaghata Main Road, P.O. Beliaghata, P.S. Beliaghata, Kolkata – 700 010, and said Smt. Sima Saha, purchased the above mentioned plot of land by virtue of a registered Deed of Sale dated 03.10.2000, registered in the office of District Sub-Registrar-III, Alipore, South 24 Parganas and recorded into Book No.1, Volume No.102, at Pages 431 to 444, Deed No.4203 for the year 2000 from the said previous Owner namely Sri Kanti Ranjan Chakraborty, son of Late Nalini Mohan Chakraborty, of 23, Sivaji Road, West Rajapur, P.S. Jadavpur, Kolkata – 700 032 and the said Deed was confirmed by the Confirming Party namely Messrs K.B. Warehousing Corporation, represented by Javed Wahamed Khan, son of Late Karim Bask Khan, residing at 2, G.J Khan Road, P.S. Tiljala, Kolkata – 700 039 and (1)Sri Chandan Kumar Mondal, son of Sri Jahar Lal Mondal, residing at 52, Dhapa Road, P.S. Tiljala, Kolkata – 700 039 and (2)Sri Tapan Kumar Bhowmick, son of Late Balai Lal Bhowmick, residing at 53/2, Debendra Chandra De Road, Natun Basti, P.S. Tangra, Kolkata – 700 015.

**AND WHEREAS** after purchase the OWNER herein recorded his name in the record of the Ld. B.L. & L.R.O., Kasba vide Mutation Case No.774 of 2017 in connection with his

entire purchased land measuring an area of 2 (Two) Cottahs 3 (Three) Chittacks 15 (Fifteen) Sq.ft..

**AND WHEREAS** on the same day by virtue of another registered Deed of Sale dated 05.04.2017, registered at D.S.R. V, Alipore, South 24 Parganas and recorded into Book No.1, Volume No. 1630-2017, Page No. 31054 to 31074, Deed No.1066, for the year 2017, the **OWNER herein** again purchased another one adjacent plot of land measuring **2 (Two) Cottahs 3 (Three) Chittacks** being Plot No.10, situated in **Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi Nos. 56**, comprising in R.S. Dag No.195, under R.S. Khatian No.127, within presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, known as **K.M.C. Premises No.3621, Nayabad**, vide Assessee No.31-109-08-7662-8, Kolkata – 700 099 from the previous Owner namely Sri Subrata Ghosh, son of Sri Sukumar Ghosh, presently residing at 26A/1B, Kalimuddin Sarkar Lane, P.O. & P.S. Beliaghata, Kolkata – 700 010, formerly residing at 3/33, Rani Rasmani Garden Lane, P.O. Tangra, P.S. Tangra, Kolkata – 700 015, and said Sri Subrata Ghosh, purchased the above mentioned plot of land by virtue of a registered Deed of Sale dated 03.10.2000, registered in the office of District Sub-Registrar-III, Alipore, South 24 Parganas and recorded into Book No.1, Volume No.102, at Pages 403 to 416, Deed No.4201 for the year 2000 from the previous Owner namely Sri Kanti Ranjan Chakraborty, son of Late Nalini Mohan Chakraborty, of 23, Sivaji Road, West Rajapur, P.S. Jadavpur, Kolkata – 700 032 and the said Deed was confirmed by the Confirming Party namely Messrs K.B. Warehousing Corporation, represented by Javed Wahamed Khan, son of Late Karim Bask Khan, residing at 2, G.J Khan Road, P.S. Tiljala, Kolkata – 700 039 and (1)Sri Chandan Kumar Mondal, son of Sri Jahar Lal Mondal, residing at 52, Dhapa Road, P.S. Tiljala, Kolkata – 700 039 and (2)Sri Tapan Kumar Bhowmick, son of Late Balai Lal Bhowmick, residing at 53/2, Debendra Chandra De Road, Natun Basti, P.S. Tangra, Kolkata – 700 015.

**AND WHEREAS** after purchase the **OWNER herein** recorded his name in the record of the Ld. B.L. & L.R.O., Kasba vide Mutation Case No.767 of 2017 in connection with his entire purchased land measuring an area of 2 (Two) Cottahs 3 (Three) Chittacks.

**AND WHEREAS** again by virtue of another registered Deed of Sale dated 18.05.2017, registered at D.S.R. V, Alipore, South 24 Parganas and recorded into Book No.1, Volume No. 1630-2017, Page No. 44919 to 44942, Deed No.1505, for the year 2017, the **OWNER herein** again purchased another one adjacent plot of land measuring **2 (Two) Cottahs 3 (Three)**

**Chittacks** being Plot No.11, situated in **Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi Nos. 56**, comprising in R.S. Dag No.195, under R.S. Khatian No.127, within presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, known as **K.M.C. Premises No.3663, Nayabad**, vide Assessee No.31-109-08-8193-4, Kolkata – 700 099 from the previous Owner namely Smt. Sukla Adhikary, wife of Sri Debkumar Adhikari, formerly residing at 203, Lake East 7<sup>th</sup> Road, P.S. Survey Park, Kolkata – 700 078, presently residing at 163, Vivekananda Sarani, P.O. Haltu, P.S. Purba Jadavpur, Kolkata – 700 078, and said Smt. Sukla Adhikary, obtained the above mentioned plot of land by virtue of a registered Deed of Gift dated 07.08.2014, registered in the Office of District Sub-Registrar - III, Alipore, South 24 Parganas and entered into Book No.1, CD Volume No.15, at Pages 371 to 388, Deed No.6204 from her father and mother namely (1)Sri Nanda Lal Banerjee, son of Late Bibhutibhusan Banerjee and (2)Smt. Kalpana Banerjee, wife of Sri Nanda Lal Banerjee, both residing at 36/3, Hind Road, New Santoshpur, P.S. Survey park, Kolkata – 700 075.

**AND WHEREAS** after purchase the **OWNER** herein recorded his name in the record of the Ld. B.L. & L.R.O., Kasba vide Mutation Case No.1113 of 2017 in connection with his entire purchased land measuring an area of 2 (Two) Cottahs 3 (Three) Chittacks.

**AND WHEREAS** by virtue three separate registered Deed of Sale the **OWNER** herein purchased the total land area measuring 6 (Six) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft. situated in **Mouza – Nayabad, J.L. No.225, Touzi No.56**, comprising in R.S. Dag No.195, under R.S. Khatian No.127, under formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata – 700 099.

**AND WHEREAS** thereafter the present **OWNER** herein amalgamated the three separate plots into one compact plot of land i.e. three K.M.C. Premises Nos. have been converted into one K.M.C. Premises being **No.3626, Nayabad**, within the K.M.C. Ward No.109, Assessee No.31-109-08-7668-9, P.S. Panchasayar, Kolkata – 700 099.

**AND WHEREAS** thereafter the present **OWNER** herein has taken the Conversion of his Land (Shali to Bahutal Abasan) vide Conversion Case & R.S.L. No.65 of 2017 from the SD & LRO Sadar Alipore and entire cost for the mutation of B.L. & L.R.O. and also conversion of the total land has been borne by the Land **OWNER** herein.

**AND WHEREAS** the present **OWNER** herein is the absolute Owner of a plot of land

measuring an area of **6 (Six) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft.** situated in **Mouza – Nayabad, J.L. No.25, Touzi No.56, comprising in R.S. Dag No.195, under R.S. Khatian No.127, under formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, within the jurisdiction of K.M.C. Ward No.109, K.M.C. Premises No.3626, Nayabad, Assessee No.31-109-08-7668-9, Kolkata – 700 099.**

**AND WHEREAS** being desirous of the promotion work of his said premises the **OWNER** entered into a registered Development Agreement dated 26.09.2017, registered at D.S.R. V, Alipore, South 24 Parganas and recorded into Book No.1, Deed No.2483 for the year 2018 with the Developer namely Ashirbad Reality Private Limited, a private Limited company having its office at 6B/28, Mukundapur, 1<sup>st</sup> Floor, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata – 7000 99, represented by its Director namely Sri Prodip Kumar Das, son of Late Purnendu Sekhar Das, residing at 1983, Mukundapur, Satabdi Park, 4<sup>th</sup> Floor, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700099 and the **OWNER** herein has given the registered Development Power of Attorney dated 26.09.2018, registered at D.S.R. V, Alipore, South 24 Parganas and recorded into Book No.1, Deed No.2484 for the year 2018, to the said Ashirbad Reality Private Limited represented by its Director namely Sri Prodip Kumar Das for making the building.

**AND WHEREAS** the said Developer has taken sanction of a Ground plus four Storied Building plan with Lift facility from the K.M.C. Borough Office – XII, Vide sanctioned building Permit No.2018120237 dated 27.11.2018 and now the Developer is developing the entire Premises through its Developer-Firm namely “Ashirbad Reality Private Limited” and erecting the building thereon.

**AND WHEREAS** the **OWNER** has taken sanction of a Ground plus Four Storied Building plan with Lift facility from the K.M.C. Borough Office – XII, Vide sanctioned building Permit No.2018120237 dated 27.11.2018.

**AND WHEREAS** the **DEVELOPER** herein has agreed to make the construction of the proposed new Ground Plus Four Storied residential building with lift facility and the **DEVELOPER** has declared the Owner’s Allocated portion in the building and accordingly the **OWNER** shall get from the **DEVELOPER** 50% (Fifty percent) of the sanctioned Flat area of the building out of 50% Flat area the **OWNER** shall get entire complete Second Floor and entire fourth floor Flat area of the proposed residential building together with 50% of the Car Parking

Space area on the Ground floor of the proposed building i.e. OWNER shall get six Nos. of Car Parking Spaces being Nos.1, 3, 6, 7 11 and 12 of the building.

**AND WHEREAS** the DEVELOPER herein shall get the remaining 50% (Fifty percent) sanctioned flat area i.e. **entire First Floor and entire Third Floor flat area** of the proposed building as per K.M.C. sanction floor area of the proposed building and rest **50% (Fifty percent) of the sanction Car Parking Space** area on the Ground floor of the proposed building i.e. **DEVELOPER shall get six Nos. of Car Parking Spaces being Nos. 2, 4, 5, 8, 9 and 10** of the building.

**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.

**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 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.3626, Nayabad, Ward No.109, Kolkata – 700 099**, 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 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.
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 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 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.
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 Byelaws 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.
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** 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 land measuring land area of **6 (Six) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft.** more or less whereon a Ground Plus Four Storied residential building with lift facility shall be erected as per sanction building Plan vide building Permit No.2018120237 dated 27.11.2018 sanctioned by The Kolkata Municipal Corporation Borough Office - XII, situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, comprising in R.S. Dag No.195, under R.S. Khatian No.127, under formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, within the jurisdiction of K.M.C. Ward No.109, K.M.C. Premises No.3626, Nayabad, Assessee No.31-109-08-7668-9, Kolkata - 700 099 and the entire property is butted and bounded by:

<u>ON THE NORTH</u>	:	property of others;
<u>ON THE SOUTH</u>	:	30'-0" wide Road;
<u>ON THE EAST</u>	:	Property of others;
<u>ON THE WEST</u>	:	20'-0" wide 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 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 building Permit No.2018120237 dated 27.11.2018 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.3626, Nayabad, Kolkata – 700 099** 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.

**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 thereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require 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 re fates.
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.

**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  
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**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.3626, Nayabad, 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