

## **DEED OF CONVEYANCE**

**THIS INDENTURE** is made this        day of ..... in the year of Two Thousand and ..... (201....).

### **B E T W E E N**

**(1) SRI SUJAL SAHA** (Income Tax PAN: AJWPS7978N), son of Late Ashutosh Saha, by faith-Hindu, by Occupation - Retired, by Nationality - Indian, residing at 64/4B/8, Beliaghata Main Road, Police Station - Beliaghata, Post Office - Beliaghata, Kolkata -700 010, **(2) SMT. MUNMUN PODDER** nee **SAHA** Alias **MUNMUM PODDAR** (Income Tax PAN: APWPP8238A), daughter of Late Ashutosh Saha, by faith-Hindu, by Occupation - Housewife, by Nationality - Indian, residing at 66, S. K. Deb Road, Police Station - Lake Town, Post Office - Lake Town, Kolkata - 700048, **(3) SMT. MAYA SAHA** (Income Tax PAN: CXBPS3926F) daughter of Late Santosh Kumar Saha, by faith-Hindu, by Occupation - Housewife, by Nationality - Indian, residing at 164, Regent Colony, Police Station - Jadavpur, Post Office - Regent Park, Kolkata -700040, **(4) SMT. SARMILA DAS** Nee **SAHA** Alias **SHARMILA DAS** (Income Tax PAN: BAXPD6677G), daughter of Late Santosh Kumar Saha, by faith-Hindu, by Occupation - Housewife, by Nationality - Indian, residing at 4C, Pitamber Ghatak Lane, Police Station - Alipore, Post Office - Alipore, Kolkata - 700027, **(5) SRI SWAPAN KUMAR SAHA** (Income Tax PAN: AJRPS1185Q), son of Late Santosh Kumar Saha, by faith-Hindu, by Occupation - Business, by Nationality - Indian, residing at 64/4B/8, Beliaghata Main Road, Police Station - Beliaghata, Post Office -Beliaghata, Kolkata - 700010, **(6) SMT. MINA GUPTA** (Income Tax PAN: AELPG9593D), wife of Sri Anil Kumar Gupta, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 20A, Ram Kanai Adhikari Lane, Police Station -Muchipara, Post Office - Bow Bazar, Kolkata - 700012 and **(7) SRI RAHUL GUPTA** (Income Tax PAN: BSBPG9571J), son of Sri Anil Kumar Gupta, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 3G/1G/1B, Gagan Sarkar Road, Police Station & Post Office - Beliaghata, Kolkata - 700010, hereinafter called and referred to as '**OWNERS/VENDORS**' **duly represented by their constituted attorney namely** Mr. Anil Kumar Gupta son of Late Sundar Lal Gupta, which has been registered on 14/03/2017, registered before the A.R.A.-III, Kolkata, and duly recorded in Book No. IV, Volume No. 1903-2017, Pages 32558 to 32597, being No. 190301293 for the year 2017, (which term or expression shall, unless otherwise excluded by or repugnant to or inconsistent with the subject or context, be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**A N D**

**M/s. GLOBAL ENCLAVE PRIVATE LIMITED** (Income Tax PAN: AAECG0904E) a company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at 2A, Ganesh Chandra Avenue, Room No.6A, 6<sup>th</sup> Floor, Police Station - Bow Bazar, Post Office - Dharamtalla, Kolkata - 700013, duly represented by one of its directors, Mr. Anil Kumar Gupta, son of Late Sundar Lal Gupta, hereinafter called and referred to as '**the DEVELOPER**' (which term or expression shall, unless excluded by or repugnant to or inconsistent with the subject or context, be deemed to mean and include its successors-in-office, successors-in-interest, administrators, legal representatives and/or assigns) of the **SECOND PART**;

**A N D**

(1) ..... (PAN \_\_\_\_\_) (AADHAR No. \_\_\_\_\_), (Phone No. ....), son of \_\_\_\_\_, (2) ..... (PAN \_\_\_\_\_) (AADHAR No. \_\_\_\_\_), (Phone No. ....), son of \_\_\_\_\_, both by Faith Hindu, by Nationality Indian, by occupation- \_\_\_\_\_ & ..... respectively, both residing at \_\_\_\_\_ Police Station- ....., Post Office- ....., Kolkata - ..... hereinafter referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and permitted assigns) of the **THIRD PART**.

1. **WHEREAS** by strength of the deed of partition dated 4<sup>th</sup> December, 1963 registered with the office of the Sub-Registrar of Sealdah, 24 Parganas and recorded in Book No.I, Volume No.57, Pages 279 to 285, Being No.2963 for the year 1963, Sri Ashutosh Saha, since deceased, Sri Santosh Kumar Saha, since deceased, and Sri Paritosh Saha, since deceased became the joint and absolute owners in respect of the Premises No. 64/4B/8, Beliaghata Main Road, Police Station - Beliaghata, Kolkata -700010 free from all encumbrances.
2. **AND WHEREAS** the said Ashutosh Saha, since deceased, Sri Santosh Kumar Saha, since deceased, and Sri Paritosh Saha, since deceased, had during their lifetime, duly mutated their respective names as the joint owners with regard to the aforesaid property lying and situated at 64/4B/8, Beliaghata Main Road, Police Station - Beliaghata, Kolkata - 700010 in the records of the concerned department of the Kolkata Municipal Corporation.
3. **AND WHEREAS** the said Ashutosh Saha died intestate on 10<sup>th</sup> February, 1987 leaving behind his wife, Smt. Renuka Saha, his son Sri Sujal Saha and his daughter Smt. Munmun Podder nee Saha as his heirs and legal representatives. The said Renuka Saha subsequently died intestate on 26<sup>th</sup> January, 2011, being survived by her son Sri Sujal Saha and her daughter Smt. Munmun Podder nee Saha as her legal heirs and representatives to inherit the estate of the said Ashutosh Saha, since deceased.

4. **AND WHEREAS** the said Santosh Kumar Saha died intestate on 7<sup>th</sup> April, 2005 leaving behind his wife Bimala Saha and two daughters, Smt. Maya Saha and Smt. Sarmila Das nee Saha and one son of said Santosh Kumar Saha's deceased Second wife namely Ratna Saha Sri Swapan Kumar Saha as his legal heirs and representatives to inherit his estate free from all encumbrances.
5. **AND WHEREAS** the said Paritosh Saha died Intestate on 24<sup>th</sup> February, 2010, being survived by his wife Reba Saha, since deceased, and his only son Sri Krishnendu Saha as his legal heirs and representatives to inherit his estate free from all encumbrances to the exclusion of all others.
6. **AND WHEREAS** subsequently, the said Smt. Reba Saha died intestate on 11<sup>th</sup> January, 2012, leaving behind her said son Sri Krishnendu Saha as her sole heir who exclusively inherited the estate of his father, Paritosh Saha, since deceased.
7. **AND WHEREAS** at present, the said property comprised of a plot of land measuring an area of about 1 Bigha 10 chittaks 2 square feet, be the same a little more or less, togetherwith three storied structure and building standing thereon lying and situated at 64/4B/8, Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road), Police Station - Beliaghata, Kolkata - 700010 is jointly owned and absolutely seized and possessed by the said Sri Sujal Saha, Smt. Munmun Podder nee Sana, Smt. Bimala Saha, Smt. Maya Saha, Smt. Sarmila Das nee Saha, Sri Swapan Kumar Saha and Sri Krishnendu Saha free from all encumbrances, all of them having inherited the respective shares in the aforesaid property from their respective predecessors from time to time.
8. **AND WHEREAS** by strength of the aforesaid deed of partition dated 4<sup>th</sup> December, 1963, Smt. Arunabala Saha Adhikary had become the sole and absolute owner in respect of the property lying and situated at Premises No. 64/4B/9, Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road), Police Station - Beliaghata, Kolkata - 700010 free from all encumbrances and to the exclusion of all others.
9. **AND WHEREAS** the said Arunabala Saha Adhikary, subsequent to the execution and registration of the aforesaid deed of partition dated 4<sup>th</sup> December, 1963, had duly mutated her name in the records of the concerned department of the Kolkata Municipal Corporation as the sole and absolute owner in respect of the aforesaid Premises No. 64/4B/9, Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road), Police Station - Beliaghata, Kolkata - 700010.
10. **AND WHEREAS** the said Arunabala Saha Adhikary died intestate on 2<sup>nd</sup> March, 2001 leaving behind Sri Sisir Adhikary, Smt. Gitarani Sarkar nee Adhikary, Smt. Shikha Saha, Smt. Jamuna Adhikary, Sri Someraj Adhikary, Sri Avijit Saha, as her legal heirs and representatives who stepped into the shoes of the said Arunabala Saha Adhikary and became the joint and absolute owners in respect of the said property comprising of

a plot of land measuring an area of about 2 Cottahs 3 Square feet, be the same a little more or less, togetherwith tin shed structure standing thereon lying and situated at Premises No. 64/4B/9, Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road), Police Station - Beliaghata, Kolkata -700010, having inherited their respective shares in the said estate of the said Arunabala Saha Adhikary free from all encumbrances.

11. **AND WHEREAS** while being well and sufficiently entitled to the said property lying and situated at Premises No.64/4B/9, Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road), Police Station - Beliaghata, Kolkata - 700010 as the joint and absolute owners thereof and while being well seized and possessed thereof, the said Sri Sisir Adhikary, Smt. Gitarani Sarkar nee Adhikary, Smt. Shikha Saha, Smt. Jamuna Adhikary, Sri Someraj Adhikary, Sri Avijit Saha, by virtue of a deed of conveyance dated 6<sup>th</sup> August, 2015 registered with the office of the Additional District Sub-Registrar, Sealdah and recorded in Book No.I, Volume No.1606-2015, Pages from 24293 to 24369, being no. 160602355 for the year 2015, sold, transferred and conveyed unto and in favour of the said Sri Sujal Saha, Smt Munmun Podder Nee Saha, Smt. Bimala Saha, Smt. Maya Saha, Smt. Sarmila Das nee Saha, Sri Swapan Kumar Saha, Sri Krishnendu Saha, for valuable consideration received, all that their right, title and interest in respect of the joint and absolute ownership pertaining to the property lying and situated at Premises No. 64/4B/9, Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road), Police Station - Beliaghata, Kolkata - 700010 togetherwith all easement and other ancillary rights appurtenant thereto free from all encumbrances.
12. **AND WHEREAS** as a result of the transfer of property effected by way of execution and registration of the deed of conveyance dated 6<sup>th</sup> August, 2015 as aforesaid, the said Sri Sujal Saha, Smt. Munmun Podder Nee Saha, Smt. Bimala Saha, Smt. Maya Saha, Smt, Sarmila Das nee Saha, Sri Swapan Kumar Saha, Sri Krishnendu Saha became the joint and absolute owners in respect of the properties lying and situated at Premises No, 64/4B/8 and 64/4B/9, Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road), Police Station - Beliaghata, Kolkata - 700010 free from all encumbrances and to the exclusion of all others.
13. **AND WHEREAS** on necessary application being preferred on the part of the said owners in respect of aforesaid properties, the Kolkata Municipal Corporation approved and sanctioned the amalgamation of the said two adjoining and contiguous properties and renumbered the new amalgamated property as Premises No.64/4B/8, Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road), Police Station - Beliaghata, Kolkata - 700010.
14. **AND WHEREAS** as a result of the above, the said Sujal Saha, Munmun Podder nee Saha, Bimala Saha, Maya Saha, Sarmila Das nee Saha, Swapan Kumar Saha and Krishnendu Saha, the property being comprised of a plot of land measuring an area of about 1 Bigha 2 cottahs 10 chittaks 2 square feet, be the same a little more or less, togetherwith the building and structures standing thereon lying and situated at Premises No.64/4B/8, Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road), Police Station - Beliaghata, Kolkata - 700010 (hereinafter referred to as the 'said

premises') themselves being jointly seized and possessed of the same and each of them having respective undivided proportionate share therein.

- 15. AND WHEREAS** the aforesaid joint owners had also signed and executed a deed of declaration of undivided shares in respect of the said premises and the said deed has duly been registered in the office of the Additional Registrar of Assurances-I, Kolkata on 28.12.2015 in Book No.I Volume No. 1901-2016 pages from 3050 to 3086, being deed No. 190110270 of 2015.
- 16. AND WHEREAS** subsequent to the above and while being entitled to the undivided proportionate 1/12<sup>th</sup> share in the said premises as the legal owner thereof, the said Bimala Saha out of her natural love and affection towards her step son, Swapan Kumar Saha, gave, donated, gifted and bequeathed her respective undivided proportionate 1/12<sup>th</sup> share in the said premises to, unto and in favour of the said Swapan Kumar Saha by dint of a registered deed of gift dated 22<sup>nd</sup> February, 2017 and registered with the office of the Additional District Sub-Registrar at Sealdah and recorded in Book No.I, Volume No.1606-2017, Pages 8661 to 8691, being no. 160600277 for the year 2017.
- 17. AND WHEREAS** consequent upon such absolute transfer of shares belonging to Bimala Saha in favour of Swapan Kumar Saha, while the said Bimala Saha ceased to have any right, title or interest over the said premises, the said Swapan Kumar Saha became entitled to the legal title, interest ownership rights in respect of the undivided proportionate 1/6<sup>th</sup> share in the said premises.
- 18. AND WHEREAS** the said Sri Krishnendu Saha being entitled to undivided, proportionate and impartible one-third share in the said premises, subsequently sold, transferred and conveyed his undivided one-third share in the said premises in favour of Smt. Mina Gupta and Sri Rahul Gupta in lieu of valuable consideration by virtue of a deed of conveyance dated 7<sup>th</sup> September, 2016 which was registered with the office of the Additional District Sub-Registrar of Sealdah and recorded in Book No.I Volume No.1606-2016 pages from 71377 to 71413 being No.160602468 for the year 2016.
- 19. AND WHEREAS** consequent upon the aforesaid transfer of the undivided proportionate share of the said Krishnendu Saha in favour of Smt. Mina Gupta and Sri Rahul Gupta, the said premises came to the hands of the following persons as the joint owners thereof free from all encumbrances, each of them being entitled to such proportionate, undivided and impartible share therein as illustrated hereinbelow:-

<u>Sl. No.</u>	<u>Name</u>	<u>Share in the Premises</u>
1)	Sri Sujal Saha	1/6 <sup>th</sup>
2)	Smt. Munmun Podder Nee Saha	1/6 <sup>th</sup>
3)	Smt. Maya Saha	1/ 12 <sup>th</sup>
4)	Smt Sarmila Das nee Saha	1/ 12 <sup>th</sup>
5)	Sri Swapan Kumar Saha	1/6 <sup>th</sup>
6)	Smt. Mina Gupta	1/6 <sup>th</sup>
7)	Sri Rahul Gupta	1/6 <sup>th</sup>
(the Vendors herein)		

**20.** The Vendors seized and possessed of or otherwise well and sufficiently entitled to **All That** the piece and parcel of land and building containing an area 1 (One) Bigha, 2 (Two) Cottahs, 10 (Ten) Chittaks and 2 (Two) Square Feet, be the same a little more or less, together with 38 years old dilapidated three storied building and structure standing thereon measuring total area of 6164.02 Square Feet (Ground Floor 2054.67 Sq. Ft. First Floor 2054.67 Sq. Ft. and Second Floor 2054.68 Sq. Ft.), be the same a little more or less, comprised in Premises No. 64/4B/8 (Old No. 64/4B/8 and 64/4B/9), Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road), Police Station - Beliaghata, Kolkata - 700010, morefully and particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the **Said Premises**).

**21.** For the purpose of undertaking the development of the **Said Premises**, a Development Agreement dated 9<sup>th</sup> March, 2017 was entered into between the Vendors and the Developer which has been registered Development Agreement dated 13/03/2017, registered before the A.R.A.-I, Kolkata, and duly recorded in Book No. I, Volume No. 1901-2017, Pages 43121 to 143172, being No. 190101421 for the year 2017, here in after referred to as the **said Development Agreement**, whereby and where under it has been agreed that the Developer would undertake the development of the **Said Premises** for mutual benefit and for the consideration therein mentioned and subject to the terms and conditions contained and recorded in the said Development Agreement.

**22.** For the purpose of undertaking the development of the **Said Premises**, the Vendors executed a Development Power Of Attorney dated 10/03/2017, in favour of Mr. Anil Kumar Gupta, director of the Developer Company, which has been registered on 14/03/2017, before the A.R.A.-III, Kolkata, and duly recorded in Book No. IV, Volume No. 1903-2017, Pages 32558 to 32597, being No. 190301293 for the year 2017.

**23. AND Whereas** The Vendors and the Developer obtain a building Sanction Plan being Building Permit No. 2018030168 dated 24.12.2018 from the Bor.-III, of the Kolkata Municipal Corporation.

**24. The Vendor and the Developer** constructed G + 4 Storied building known as "GLOBAL RESIDENCY" consisting of several Flats and Car Parking spaces in the Said Premises in accordance with the plan sanctioned by the Authority concerned.

**25. The Vendor and the Developer** agreed to sell and the Purchasers agreed to purchase the Flat being **Flat No. ....** situated on the ..... Floor measuring a Carpet area ..... **Sq. Ft.** more or less, and one covered car parking space admeasuring ..... Sq. Ft. on the Ground floor of the said building more fully and particularly described in the **Second Schedule** hereunder written together with proportionate share or interest in the land described in the **First Schedule** at or for the total consideration of **Rs. ..../-** (Rupees.....) only ( consideration of the Flat Rs. .... /- and consideration of the car parking space Rs. ..../-) ;

**26. AND WHEREAS** the Purchasers entered into a registered Agreement for Sale dated ..... Registered before the ....., and duly recorded in Book No. I, Volume No. ...., Pages ..... to ..... Being No. .... for the year ....., with the **Owner/Vendor** and the **Developer** to purchase one flat being **Flat No. ....**, situated on the ..... Floor measuring carpet area ..... **Sq. Ft.** more or less and one covered car parking space admeasuring ..... Sq. Ft. on the Ground floor of the said building more fully and particularly described in the **Second Schedule** hereunder written, together with proportionate share of land and interest described in the **First Schedule** hereunder written as per the terms conditions mentioned therein.

**27. AND WHEREAS** the Purchasers asked the **Owner/Vendor** and the **Developer** to execute the deed of conveyance in respect of the Said Flat being **Flat No. ....**, situated on the ..... Floor measuring carpet area ..... **Sq. Ft.** more or less, and one covered car parking space admeasuring ..... Sq. Ft. on the Ground floor of the said building more fully and particularly described in the **Second Schedule** hereunder written, together with proportionate share of land and interest described in the **First Schedule** hereunder written.

**NOW THIS INDENTURE WITNESSETH** as follows:

In pursuance of the said registered Agreement dated ..... and in terms of the conditions mutually agreed upon and in total consideration of payment of the said sum of **Rs. ..../-** (Rupees.....) only the lawful money of the Union of India truly paid by the Purchasers to the Developer on or before the execution of these presents (the receipt whereof doth hereby admit and acknowledge and/or from the same and every part

thereof doth hereby acquit and forever discharge to the Purchasers, the Developer deliver and the Purchasers hereby taken the vacant peaceful possession of the **Flat No. ....**, situated on the ..... floor, measuring Carpet area of ..... **Sq. Ft.** more or less, and one covered car parking space admeasuring ..... Sq. Ft. on the Ground floor of the said building known as "....." and together with all facilities and other amenities and the said **Vendor** and the **Developer** do hereby indefeasible grant convey, transfer and assure and assign free from all encumbrances, attachments liens, charges etc. unto and in favour of the Purchasers situated at the said Premises more fully and particularly described in the **Second Schedule** hereunder written together with common parts and portions and facilities and amenities provided thereon together with proportionate share of land described in the **First Schedule** hereunder written and the Said Flat No. .... situated on the ..... floor, of the said building having carpet area of ..... Square Feet more or less and one covered car parking space admeasuring ..... Sq. Ft. on the Ground floor of the building hereinafter referred to as the **Said Flat** together with right to common with other Purchasers or Owner so acquiring similar right to enjoy and posses all common passages roof open spaces stairs case landing lobbies drains water courses, easement advantages liberties rights and privileges in anywise appertaining thereto or reputed to belong to the estate right title interest claim demand and of the **Vendor** and the **Developer** into and upon the said premises, The specific purchased portion of the said Flat of the Purchasers specifically described in the **Second Schedule** and written hereunder free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchasers shall have full easement right over the Said Flat of the said building and the common parts in common with the Co-owners, Purchasers and occupiers of the said building such common being described in the Third Schedule hereunder written subject to be governed by such rights and obligations as set forth in the Fourth Schedule hereunder written and also subject to the Purchasers paying and discharging terms and impositions on the Said Flat of the building and the common expenses as mentioned in the Fifth Schedule outgoings in connection with Said Flat and the said building proportionately also such other expenses as may be included in the said common expenses **TO ENTER INTO AND TO HAVE AND TO HOLD OWN POSSESS AND ENJOY** the Said Flat of the said building constructed on the basis of the sanctioned plan, hereby conveyed to the Purchasers absolutely and forever and the **Owner/Vendor** and the **Developer** do hereby covenant and agree with the Purchasers **THAT NOTWITHSTANDING** any act deed or things whatsoever and amenities by the Owner/Vendor and the Developer or by any of their ancestors or predecessors in title done or executed or knowingly suffered to the contrary the Owner/Vendor and the Developer now has good right full power and absolute authority and indefeasible title to grant sell convey and transfer the Said Flat of the said building and also the common areas, facilities, expenses and obligations as described in the Second Schedule, Third Schedule, Fourth Schedule, Fifth Schedule and Sixth Schedule herein below respectively hereby grant convey sold and transferred or expressed or intended so to be unto and to the use of the Purchasers their heirs, executors administrators, representatives attachments charges liens, and lispends and that the Purchasers their heirs, executors administrators representatives and assigns shall and may at all times hereinafter peaceably and quietly posses and enjoy the Said Flat of the said building receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Owner/Vendor and the Developer or any person or persons



claiming or having any lawful authority to claim as aforesaid **AND FURTHER THAT** the Vendor and the Developer and all person having lawfully claiming any estate or interest whatsoever in the Said Flat of the said building or in the said common areas and facilities and also on the land underneath or any part thereof from under entrust for the Owner/Vendor and the Developer from or under any of their predecessors or successors, in title shall and will from time to time and at all times hereafter at the request and cost of the Purchasers, their heirs, executors, administrators representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the Said Flat of the said building together with common areas and facilities and the land underneath and other parts thereof unto and to the use of the Purchasers and their heirs, executors, administrators representatives and assigns as may be reasonable required and that the Purchasers, their heirs executors, administrators representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the Said Flat of the said building or every part thereof without any lawful eviction hindrance and interruption disturbance claim or demand whatsoever from or by the Vendor and the Developer or any person or persons or any other flat or apartment Owner in the Said Premises.

The Purchasers have examined the plan and the title of the Vendor and the Developer to the Said Premises and the common part and common portion and the facilities and amenities provided in the said building including the Said Flat or unit and being fully satisfied themselves with regard to the title of the Vendor and the Developer and nature of the construction provided to them and shall not make any claim or demand whatsoever against the Vendor and the Developer in these respect in future.

The Vendor and the Developer shall always reserve their right over the common passage leading from the main road and shall be entitled to make further construction over the adjacent plot/plots of land which it may require and in such event the Purchasers of flats/units in the new building /buildings shall also have equal right over the said common passage.

**THE VENDOR and DEVELOPER** doth hereby covenant with the **PURCHASERS** as follows:-

- (a) **THAT NOTWITHSTANDING** anything hereto before done or suffered to the contrary the Vendor and the Developer have good and perfect right title and interest to convey, the flat and the undivided proportionate share in the said piece or parcel of land described in the First Schedule and all the rights privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the Purchasers in the manner aforesaid and that Vendor and the Developer have not done or knowingly suffered anything whereby the Said Premises may be encumbered effected or imposed in estate title or interest or otherwise.

- (b) There are no encumbrances charges trusts, liens, attachments claims or demands whatsoever now subsisting on the Said Premises and that the same is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any court or Revenue Authority.
- (c) The Purchasers shall henceforth peacefully and quietly hold possess and enjoy the rents and profits derivable from and out of the Said Flat without any hindrance interruption or disturbance from or by the Vendor and the Developer or any person or persons claiming through or under or interest for the Vendor and the Developer and without any lawful hindrance interruption or disturbance by any other person or persons whomsoever.
- (d) The Vendor and the Developer may construct any shop rooms or commercials units in the building the Purchasers and/or occupiers of Flat of the building shall have no objection.

**THE FIRST SCHEDULE ABOVE REFERRED TO  
(SAID PREMISES)**

**ALL THAT** the property, being the undivided, proportionate and impartible land and building containing an area 1 (one) Bigha 2 (two) Cottahs 10 (ten) chittaks 2 (two) square feet, be the same a little more or less, comprised in Premises No.64/4B/8 (old No. 64/4B/8 and 64/4B/9), Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road), Police Station - Beliaghata, Kolkata – 700010, Assessee No. 110330901470, TOGETHERWITH all easement rights and all amenities and/or facilities attached thereto and/or connected therewith and/or appurtenant thereto, which is butted and bounded as hereunder:-

- On the North :           By Premises No.63, Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road) Kolkata - 700010 ,
- On the South :           By Premises No.66, Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road) Kolkata - 700010 and 20' (More or Less) wide Road;
- On the East :            By Premises No.68, Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road) Kolkata – 700010,
- On the West :            By the Premises No.64/4B/4 to 64/4B/7 Dr. Suresh Chandra Banerjee Road (also known as Beliaghata Main Road) Kolkata – 700010,

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Firstly All That** the residential Flat No. .... on the ..... **floor** of the said Building '.....' at the Said Premises admeasuring a carpet area of ..... sq. ft., built up area whereof being ..... sq. ft. super built-up area whereof being ..... sq. ft. (more or less) **AND Secondly All That** the exclusive right over and in respect of All That the ..... number of open/Covered car parking space in the ground floor/number of covered car parking space admeasuring .....Sq. Ft. in the ground floor **TOGETHER WITH All That** the undivided proportionate impartible indivisible share in all Common Parts Portions and Facilities to be comprised in the said Building attributable and/or allocable to the Said Flat **AND TOGETHER WITH All That** the undivided proportionate impartible indivisible share of the land in the said Premises attributable and/or allocable to the Said Flat.

**THE THIRD SCHEDULE ABOVE REFERRED TO  
(COMMON PARTS & PORTION)**

1. Entrance gate with project signage
2. Entrance Lobby
3. Stair Case
4. Lift Lobby
5. Meter Space
6. Common Toilet
7. Children play ground
8. Pool deck
9. Club & Community Hall
10. Gymnasium
11. Children's Swimming pool
12. Lift Machine Room & Stair
13. Overhead Tank
14. Driveway
15. Septic Tank
16. Underground Reservoir

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(RIGHTS & OBLIGATION OF THE PURCHASERS)**

1. That the Purchasers shall own and enjoy the Said Flat of the building at the Said Premises described in the **First Schedule** thereof the Said Flat along with undivided proportionate share of land has been purchased by the Purchasers as per the said building plan approved and sanctioned by the Authority concern together with right in common with all other persons lawfully entitled hereto all sewers, drains, water courses, and all proportionate right in respect of all the common areas mentioned in the Third Schedule Above written.

2. That Purchasers shall become and remain Member of the Society, Company or Association to be formed by and consisting of the Owner of the flat of the buildings namely ..... constructed in the Said Premises written for the purpose of attending to safe guarding maintaining all matters and common interest like repairs white washing of the building and common colour washing or painting of the common parts of the building and repairing road, staircase, compound walls and all other common amenities lifts etc.
3. That the Purchasers shall observe and perform the terms and conditions and bylaws the rules and regulations of the said Society, Company or Association.
4. That the Purchasers shall not at any time carry on or suffered to carry on the flat hereby sold and conveyed or any part thereof or the Said Flat any trade or business whatsoever. Pursuant where of is may be or become any way, nuisance annoyance or danger to the Vendor and the Developer or its successors in office or to the Owner and/or the occupiers of the other flat Owner or of the Owner or occupiers of any neighboring property or which may tend to depreciate the value of the Said Flat or any part thereof as a residential property or permit the same to be used (except as aforesaid) for any purpose.
5. That the Purchasers shall give the owner of the other flats the necessary vertical and horizontal and lateral support for their flat and also a right to any way over all common roads, staircase, passages etc and shall and will be entitled to similar rights from and other Owner of the said building.
6. The Purchasers shall have the right to enter into any other flats in the said building for the purpose of affecting repair of service pipes line and portions of their flat as may be reasonably necessitate such entry with 48 hours advance intimation of their such intended entry to the Owner concerned and shall and will allow Owner of other flats such entry into their flat areas under similar circumstances and upon having similar prior Notice in writing.
7. The Purchasers shall be liable to pay directly to Corporation, municipality, Gram Panchayet and/or other appropriate authorities or contribute in proportion to the floor area of the Said Flat towards in the account of payment of Corporation or municipality or Panchayet taxes and other outgoings payable in respect of the said plot of land and/or the premises and in cases where the said payment shall not be made directly to the Corporation or municipality or Panchayet and/or statutory authorities as aforesaid same shall be made by the Purchasers to the Developer so long the Vendor and the Developer retains such authority and upon its formation to the Associations or Society of the Purchasers of the undivided proportionate share in the said land and thus becoming Owner of the several flats in the building and in defaults shall be liable for payment thereof with costs of litigation being sued by the Vendor and the Developer or the Association or Society as the case may be. The Purchasers shall mutate their name in the records of local authority in respect of their flat and proportionate share of land.
8. The Association of the flat owner shall be formed by the Purchasers herein, with other flat Owner in the building to the provision of West Bengal Apartment Ownership Act

1972 and that the Purchasers shall and will sign and execute all forms returns declarations and documents as may be from time to time become necessary.

9. The Purchasers shall have the full proprietary rights on the Said Flat together with undivided proportionate share of land, the Purchasers shall be entitled to sell mortgage, let out lease out or transfer in any way permitted by laws without requiring to have or seek any consent for the purpose from the Vendor and Developer or any other Owner or Owner of the flat areas other than their own contained in the said Building.
10. The Purchasers undivided interest in the said soil or land described in the First Schedule hereunder written and shall remain joint forever with the Owner of other flat, Owner of the said building and it being hereby further declare that the interest in the said soil or the said Premises is impartible.
11. The Purchasers shall not in any case damage the main structural wall of the said building which may be prejudicial to the interest of the other flat Owner.
12. The Purchasers shall not decorate the exterior portion of the said flat otherwise than in the manner in writing by the committee/Developer.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
(COMMON EXPENSES)**

1. **REPAIRING** rebuilding repainting improving or other treatment as may be necessary for keeping the building and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof including the Common Areas Parts And Portions And Facilities.
2. **PAINTING** with quality paint as often as may (in the opinion of the Association/Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the building and the external surfaces of all exterior doors of the Buildings and decorating and colouring all such parts of the building as usually are or ought to be.
3. **KEEPING** the gardens, kids swimming pool and grounds of the Entire property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. **KEEPING** the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. **PAYING** a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Entire property.

6. PAYING such workers as may be necessary in connection with the upkeep of the Entire project.
7. INSURING any risks.
8. CLEANING as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned and common parts pathways passages landing and staircases and all other common parts of the building.
9. CLEANING as necessary of the areas forming parts of the Entire property.
10. OPERATING maintaining and (if necessary) renewing the lighting apparatus and other Common Areas Parts And Portions And Facilities from time to time of the Entire property and providing such additional lighting apparatus.
11. MAINTAINING and operating the lifts, generator and other Common Areas Parts And Portions And Facilities.
12. PROVIDING and arranging for the emptying receptacles for rubbish.
13. PAYING all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Buildings or any part thereof excepting in so far as the same are the responsibility of the individual Owner/occupiers of any Flat.
14. 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 any individual.
15. GENERALLY managing and administering the development and protecting the Common Areas Parts And Portions And Facilities in the Buildings 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 Flat.
16. EMPLOYING various staff for managing the maintenance either by the FMC/Developer or by the Association

17. EMPLOYING qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. COMPLYING with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye laws made thereunder relating to the building excepting those which are the responsibility of the Developer/occupier of any Flat.
19. ADMINISTERING the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. 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.
22. SUCH time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

**THE SIXTH SCHEDULE ABOVE REFERRED TO  
(TAXES AND IMPOSITION)**

1. Until such time as the Said Flat comprised in the said building is separately assessed and/or mutated in respect of the Corporation taxes or impositions, the Purchasers from the date of their purchase or occupation of the Said Flat whichever is earlier, shall have to bear and pay such proportion of such Corporation or municipal or Panchayat taxes and rates or impositions to the Vendor and the Developer as may be deemed reasonably from time to time by the Vendor and the Developer.
2. From the date of receiving possession of the said Flat, apart from the amount of such Corporation or municipal taxes and impositions the Purchasers shall also bear and pay other taxes and impositions including multi storied building tax, Urban land tax if any when necessary in respect of the Said Flat proportionately and the said building wholly.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and seals on the day month and year first above written.

**EXECUTED AND DELIVERED** by the **VENDOR** hereto at Kolkata in the presence of:

Witness:

1.

2.

**EXECUTED AND DELIVERED** by the **DEVELOPER** hereto at Kolkata in the presence of:

Witness:

1.

2.

**EXECUTED AND DELIVERED** by the **PURCHASERS** hereto at Kolkata in the presence of:

Witness:

1.

2.

Drafted by me,

**Mr. Nishant Kr. Saraf, Advocate (Enrollment No. F-314/2002)**  
**Nishant Kr. Saraf Advocates**  
8, Old Post Office Street,  
2<sup>nd</sup> Floor, Kolkata 700 001.  
Email: [nishantsaraf1976@gmail.com](mailto:nishantsaraf1976@gmail.com)



**MEMO OF CONSIDERATION**

**RECEIVED** on and from the within named Purchasers the within mentioned the sum of **Rs. ....**/- (Rupees.....) only includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. AND Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter, by whatever name called) :-

<b>Dated</b>	<b>Cheque No.</b>	<b>Bank</b>	<b>Amount (Rs.)</b>
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**WITNESS**

1.

2.

**DEVELOPER**

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DATED THIS DAY OF ..... 20....

\*\*\*\*\*

**BETWEEN**

**SRI SUJAL SAHA & OTHERS ..... OWNERS**

**AND**

**M M/S. GLOBAL ENCLAVE (P) LTD. .... PROMOTER**

**AND**

**.....PURCHASER**

**CONVEYANCE**

**NISHANT KR. SARAF ADVOCATES**  
8, OLD POST OFFICE STREET,  
2<sup>ND</sup> FLOOR, KOLKATA 700 001  
PH. (033) 2262 3384.  
Email : nishantsaraf1976@gmail.com