

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this day of 2024

BETWEEN

SHIV CONSTRUCTION

Partner

M/S. SHIV CONSTRUCTION, a Partnership Firm, having its Income Tax **Permanent Account No. ACIFS7070B** and having its office at D/126, Ramgarh, Post Office – Naktala, Police Station – Netaji Nagar (previously Jadavpur), Kolkata – 700 047, District – 24 Parganas (South), duly represented by its three partners **SRI SUBRATA DHAR**, son of Sri Tarapada Dhar, by faith – Hindu, by nationality – Indian, by occupation – Business, having his Income Tax **Permanent Account No. ADSPD8610L**, residing at 81/10A, Raja Subodh Chandra Mullick Road, Post Office – Naktala, Police Station – Netaji Nagar (previously Jadavpur), Kolkata – 700 047, District – 24 Parganas (South), **SRI JAYDEEP BISWAS**, son of Sri Satinath Biswas, by faith – Hindu, by nationality – Indian, by occupation – Business, having his Income Tax **Permanent Account No. ADSPB8797J**, residing at ‘Sindhu Apartment’, Flat No. 202, 134, Regent Estate, Post Office – Regent Estate, Police Station – Jadavpur, Kolkata – 700 092, District – 24 Parganas (South) and **SMT. SHANKHAMITRA BISWAS**, wife of Late Sukamal Biswas, by faith – Hindu, by nationality – Indian, by occupation – Business, having her Income Tax **Permanent Account No. AXHPB2303B**, residing at I/3, Baghajatin Colony, Post Office – Regent Estate, Police Station – Netaji Nagar (previously Jadavpur), Kolkata – 700 092, District – 24 Parganas (South), hereinafter referred to as **VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office, executors, administrators, attorneys, assigns and legal representatives) of the **FIRST PART**.

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SRI, son of, by faith –, by nationality – Indian, by occupation –, having his Income Tax **Permanent Account No.**, residing at, Post Office –, Police Station –, Kolkata –, District –, hereinafter referred to as **PURCHASER** (which expression shall unless excluded by or

repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, attorneys, assigns and legal representatives) of the **SECOND PART**.

WHEREAS after the partition of India a large number of residents of former East Pakistan (now Bangladesh) crossed over to India and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS one **Sri Jyotish Chandra Roy** and **Sri Basudev Roy**, both sons of Late Ramesh Chandra Roy, resident of P40 Raipur, G.S. Scheme No. II, Post Office – Garia, Police Station – Jadavpur, Kolkata – 700 084, were the refugees displaced from East Pakistan (now Bangladesh) and were compelled by circumstances to use the vacant lands in the urban areas for homestead purposes.

AND WHEREAS the Government of West Bengal offered all reasonable facilities to Sri Jyotish Chandra Roy and Sri Basudev Roy and their family members and other similar people for residence in West Bengal.

AND WHEREAS Sri Jyotish Chandra Roy and Sri Basudev Roy, were one of such persons who had come to use and occupy a piece of homestead land more fully and particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to.

AND WHEREAS Sri Jyotish Chandra Roy and Sri Basudev Roy, being the refugees displaced from East Pakistan (now Bangladesh) approached the Government of West Bengal for a plot of land for their rehabilitation.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the refugees from the East Pakistan (now Bangladesh) acquired land in R. S. Dag No. 1257 (P), Mouza - Raipur, Police Station – Jadavpur (now Patuli), L. O. P. No. 40, J. L. No. 33 in the District of 24 Parganas (South) in urban area R. R. – II under the provisions of L. D. P. Act, 1948 / L. A. Act I of 1894 including the Schedule plot of land which was then in the occupation of Sri Jyotish Chandra Roy and Sri Basudev Roy, and their other family members.

AND WHEREAS it was thereafter decided by the Government of West Bengal to make a Gift of the said plot of land morefully and particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to on March 14, 1989, in favour of Sri Jyotish Chandra Roy and Sri Basudev Roy so as to confer them absolute right, title and interest in the said land where they had been residing peacefully for a long time.

AND WHEREAS in pursuance thereof Sri Jyotish Chandra Roy and Sri Basudev Roy, received the said plot of land measuring about more or less an area **4 Cottahs**, lying and situate under R. S. Dag No. 1257 (P), Mouza - Raipur, Police Station – Jadavpur (now Patuli), L. O. P. No. 40, J. L. No. 33, being municipal premises no. 106, Roypur, Post Office - Garia, Police Station - Jadavpur, Kolkata – 700 084, District – 24 Parganas (South), mailing address – 40, Raipur Government Scheme No. II, Post Office – Garia, Police Station - Jadavpur, Kolkata – 700 084, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, **Ward No. 101** morefully and particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to by virtue of a registered **Deed of Gift**, which was registered in the Office of the Additional District Sub Registrar at Alipore, and was duly recorded in Book No. I, Volume No. 2, Page Nos. 545 to 548, Being No. 138 of the year 1989, from the owner of the property the Governor of the State of West Bengal.

AND WHEREAS by virtue of the said registered Deed of Gift, Sri Jyotish Chandra Roy and Sri Basudev Roy, became seized and possessed of **ALL THAT** the piece and parcel of homestead land measuring about more or less an area of **4 Cottahs** lying and situate under R. S. Dag No. 1257 (P), Mouza - Raipur, Police Station – Jadavpur (now Patuli), L. O. P. No. 40, J. L. No. 33, being municipal premises no. 106, Roypur, Post Office - Garia, Police Station – Jadavpur, Kolkata – 700 084, District – 24 Parganas (South) and mailing address – 40, Raipur Government Scheme No. II, Post Office – Garia, Police Station - Jadavpur, Kolkata – 700 084, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, **Ward No. 101**.

AND WHEREAS Sri Jyotish Chandra Roy and Sri Basudev Roy, thereafter both jointly decided to constructed a tile shed residential structure on the said plot of land morefully and particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to, and started living there on with their other family members.

AND WHEREAS the said Sri Jyotish Chandra Roy and Sri Basudev Roy, thereafter jointly mutated there name in the assessment roll of the Kolkata Municipal Corporation and started paying the rates and taxes against the **Assessee No. 31-101-22-0106-4** and started enjoying all the facilities provided by the Kolkata Municipal Corporation to the citizens of Kolkata.

AND WHEREAS Sri Jyotish Chandra Roy and Sri Basudev Roy thereafter started residing in the said plot of land being municipal premises no. 106, Roypur, Post Office - Garia, Police Station - Jadavpur, Kolkata – 700 084, mailing address – 40, Raipur Government Scheme No. II, Post Office – Garia, Police Station - Jadavpur, Kolkata – 700 084, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No. 101, with their other family members.

AND WHEREAS while enjoying the property Sri Jyotish Chandra Roy died intestate on December 11, 1997 leaving behind his **widow**, one son **Sri Surjoit Roy** and one married daughter **Smt. Lahari Ghosh** as his only legal heirs and successors.

AND WHEREAS subsequent thereto Basudev Roy also died intestate as bachelor on May 19, 2003. However his undivided undemarcated property was devolved upon the legal heirs of his brother Jyotish Chandra Roy, since deceased, as Class II heirs, as per the provision of Hindu Succession Act 1956.

AND WHEREAS thus the **widow** of Jyotish Chandra Roy, **Sri Surojit Roy**, son of Jyotish Chandra Roy, and **Smt. Lahari Ghosh**, daughter of Jyotish Chandra Roy jointly inherited the property left by both Jyotish Chandra Roy and Basudev Roy since deceased, as per the provision of Hindu Succession Act 1956.

AND WHEREAS subsequent thereto the widow of Jyotish Chandra Roy died intestate on April 28, 2009 leaving behind her only son **Sri Surojit Roy** and only daughter **Smt. Lahari Ghosh**, who jointly inherited the undivided, undemarcated property left by their mother, since deceased.

AND WHEREAS however being the cosharers of the entire property Smt. Lahari Ghosh died intestate on July 27, 2012 leaving behind her husband **Sri Amitava Ghosh** and only son **Sri Avijit Ghosh** as her legal heirs and successor who jointly inherited the portion of share in the property left by their wife/mother Lahari Ghosh, since deceased.

AND WHEREAS thus by way of intestate succession **Sri Surojit Roy, Sri Amitava Ghosh** and **Sri Avijit Ghosh** jointly became the absolute owners in respect of **ALL THAT** the piece and parcel of a plot of land admeasuring an area of **4 Cottahs** comprise under R. S. Dag No. 1257 (P), Mouza – Raipur, Police Station – Jadavpur (now Patuli), L. O. P. No. 40, J. L. No. 33, being municipal premises no. 106, Roypur,

Post Office - Garia, Police Station - Jadavpur, Kolkata – 700 084, District – 24 Parganas (South) and mailing address – 40, Raipur Government Scheme No. II, Post Office – Garia, Police Station - Jadavpur, Kolkata – 700 084, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No. 101.

AND WHEREAS being the joint owners Sri Surojit Roy, Sri Amitava Ghosh, Sri Avijit Ghosh jointly constructed a two storied brick built building on the entire plot of land as mentioned above. Subsequent thereto Sri Surojit Roy, Sri Amitava Ghosh, Sri Avijit Ghosh name jointly mutated their names in the Assessment Roll of Kolkata Municipal Corporation against the **Assessee No. 31-101-22-0106-4** and started paying the rates and taxes regularly.

AND WHEREAS while enjoying the property Sri Surojit Roy, Sri Amitava Ghosh, Sri Avijit Ghosh due to some urgent need of money became desirous to sale, conveyed and transferred the abovementioned plot of land morefully and particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to.

AND WHEREAS in order to deal with the intending purchaser(s) Sri Surojit Roy, Sri Amitava Ghosh, Sri Avijit Ghosh jointly appointed **Smt. Manashi Majumdar**, wife of Sri Samar Kumar Majumdar, resident of D/109, Ramgarh, Post Office – Naktala, Polics Station – Netaji Nagar, Kolkata – 700 047 as their Constituted Attorney by executing a registered General Power of Attorney.

AND WHEREAS the said **General Power of Attorney** was registered on December 29, 2012 in the office of the District Sub Registrar – I, Alipore and was duly recorded in Book No. IV, Volume No. 1, Page Nos. 1 to 18, Being No. 00002 for the year 2013.

AND WHEREAS however, **M/s. Shiv Construction**, a partnership firm having its registered office at D/126, Ramgarh, Post Office – Naktala, Police Station – Patuli, Kolkata – 700 047, duly represented by its three partners – **Sri Subrata Dhar**, son of Sri

Tarapada Dhar, **Sri Jaydeep Biswas**, son of Sri Satinath Biswas and **Sri Sukamal Biswas**, son of Late Purnachandra Biswas became desirous to purchase the entire First Schedule property, and approached the attorney of the vendors.

AND WHEREAS being agreed with the proposal of the purchaser, Smt. Manashi Majumdar being the Constituted Attorney of Sri Surojit Roy, Sri Amitava Ghosh, Sri Avijit Ghosh executed a registered Deed of Conveyance in favour of M/s Shiv Construction.

AND WHEREAS the said **Deed of Conveyance** was registered on July 2, 2013 in the office of the District Sub Registrar - I, Alipore and was duly recorded in Book No. I, Volume No. 12, Page Nos. 4081 to 4096, Being No. 02749 for the year 2013.

AND WHEREAS being the sole and absolute owner **M/s Shiv Construction** mutated its name in the Assessment Roll of Kolkata Municipal Corporation **Assessee No. 31-101-22-0106-4** and started paying the rates and taxes regularly.

AND WHEREAS with the intent to construct a **G+4 storied building** M/s. Shiv Construction applied for sanction of a building plan before the Kolkata Municipal Corporation Building Department. However Kolkata Municipal Corporation Building Department duly sanctioned the said building plan vide **Building Permit No. 2021120449** dated March 16, 2022.

AND WHEREAS after getting the sanctioned plan M/s. Shiv Construction started constructing the said building and during construction of the building Sukamal Biswas died intestate, as issueless on April 27, 2023 leaving behind his widow **Smt. Sankhamitra Biswas** as his legal heir and successor who inherited the share of her deceased husband in both his property and partnership business.

AND WHEREAS the existing partners of M/s. Shiv Construction duly admitted **Smt. Sankhamitra Biswas** as their third partner replacing their deceased partner Sukumal Biswas by executing a **Deed of Admission of Partner** dated May 25, 2023, duly notarized by Sri B.K. Naskar.

AND WHEREAS being a reputed real estate developer M/s. Shiv Construction applied before **West Bengal Real Estate Regulatory Authority** herein after referred to as 'WBREERA' for approval of this project under construction. Accordingly West Bengal Real Estate Regulatory Authority approved the construction of the ongoing project **vide** dated

AND WHEREAS Sri, son of being interested to purchase a **residential flat/commercial shop/car parking space** approached the vendor M/s. Shiv Construction for purchasing the same at a price of **Rs**/- (**Rupees**) only which is morefully and particularly mentioned in the **Second Scheduled** hereunder written hereinafter referred to.

AND WHEREAS the vendor herein has agreed to sell and the purchaser has agreed to purchase all the right, title and interest of the vendor in the said Second Schedule Property along with all the legal consequences thereof including the right of occupation including its rights, title and interests in the said Second Schedule Property for a total Consideration of **Rs**/- (**Rupees**) only.

NOW THEREFORE THIS INDENTURE OF CONVEYANCE
WITNESSETH :

DEFINITIONS : In this Deed of Conveyance, unless it is contrary or repugnant to the subject or context the words and/or expressions hereinafter mentioned shall have the meaning assigned to them as follows:

PREMISES : In this deed of conveyance the term or expression premises shall mean municipal premises no. 106, Roypur, Post Office - Garia, Police Station - Jadavpur, Kolkata – 700 084, District – 24 Parganas (South) and mailing address – 40, Raipur Government Scheme No. II, Post Office – Garia, Police Station - Jadavpur, Kolkata – 700 084, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No. 101, with boundary and proportionate share of land and the buildings within the premises is the subject matter of this deed of conveyance which is going to be sold to the present purchaser.

VENDOR : The vendor shall mean and include the vendor abovenamed and its successor-in-office, successors, executors, administrators, attorneys, assigns and legal representatives.

PURCHASER : The purchaser shall mean and include the purchaser above named and his heirs, successors, executors, administrators, attorneys, assigns and legal representatives.

BUILDING :

The building shall mean and include the G+4 storied building, namely 'Sai Abash', lying and situate at municipal premises no. 106, Roypur, Post Office - Garia, Police Station - Jadavpur, Kolkata – 700 084, District - 24 Parganas (South) and mailing address – 40, Raipur Government Scheme No. II, Post Office – Garia, Police Station - Jadavpur, Kolkata – 700 084, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No. 101, with boundary and proportionate share of land.

COVERED AREA :

The covered area shall mean and include the total area of the unit computed by adding together with the floor comprised in the unit, area of the walls and pillars of the building.

UNDIVIDED SHARE :

The undivided share shall mean and include the undivided area comprised within the municipal premises no. 106, Roypur, Post Office - Garia, Police Station - Jadavpur, Kolkata – 700 084, District - 24 Parganas (South) and mailing address – 40, Raipur Government Scheme No. II, Post Office – Garia, Police Station - Jadavpur, Kolkata – 700 084, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No. 101.

PROPORTIONATE SHARE : Proportionate Share shall mean and include the proportion in which the undivided share in the property be held by the Co-Owners.

CO-OWNERS : The co-owners shall mean and include all persons who have agreed to purchase the undivided share of the land and who would enjoy the property jointly.

COMMON PURPOSE : The common purpose shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the portions and the open land at the premises and the entire building.

COMMON EXPENSES : The common expenses shall mean and include all the costs, charges and expenses for working, maintenance, upkeep, repairs and replacement of common parts of the entire building.

That the purchaser hereby agrees to purchase the **residential flat/commercial shop/car parking space**, on the side of the floor of the G+4 storied building, namely '**Sai Abash**', lying and situate at the municipal premises no. 106, Roypur, Post Office - Garia, Police Station - Jadavpur, Kolkata – 700 084, District - 24 Parganas (South) and mailing address – 40, Raipur Government Scheme No. II, Post Office – Garia, Police Station – Jadavpur, Kolkata – 700 084, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No.101, which

is morefully and particularly mentioned and described in the Second Schedule hereunder written and hereinafter referred to, for a total consideration of **Rs.-/- (Rupees Lakhs)** only paid by the purchaser to the vendor, and the vendor doth hereby and hereunder grant, convey, transfer, assign, and assure unto and to the use of the purchasers, free from all other encumbrances **ALL THAT** the piece and parcel of **residential flat/commercial shop/car parking space**, measuring about more or less **Square Feet** super built up area, consisting of Bed Rooms, 1 Dining cum Dining Room, 1 Kitchen, Toilets, verandah with **tiles flooring** and *lift facility*, on the **side** of the **floor** of the G+4 storied building, namely, '**Sai Abash**', lying and situate at the municipal premises no. 106, **Roypur, Post Office - Garia, Police Station - Jadavpur, Kolkata – 700 084, District - 24 Parganas (South)** and mailing address – 40, Raipur Government Scheme No. II, Post Office – Garia, Police Station – Jadavpur, Kolkata – 700 084, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, **Ward No. 101**, which is morefully and particularly mentioned and described in the **Second Schedule** attached thereto and forming a part thereof of in the said premises **TOGETHER WITH** the undivided, and proportionate share and interest in the land described in the **First Schedule** hereto and forming a part thereof with the right of ingress and egress from the said premises, alongwith half the depths in all the joints above and between its ceiling and the floor above and also between the floor of the said flat below with ownership of all doors, windows, fittings and fixtures both electrical and stationary all internal walls together with the proportionate share and interest in the common roof, stair case, lift and all ways and passage, drain, water courses, electric connection upto the respective meter and/or source of supply sanitary fittings with necessary connection amenities to be enjoyed jointly with other members together with the right in common in relation to the stair case, the roof and the adjoining area of several landings, passages, gangways, common drains, water mains, electric lines, telephone lines, television cable lines, common yard and passages leading to the building from and to every part and parcel thereof **TOGETHER WITH** the benefits of all ancient and other rights, liabilities, easements, appendages, appurtenances **ALL** estate, right, title, interest, possession, property claim and demand whatsoever, both in

Law and Equity of the vendor into upon the said residential flat/commercial shop/car parking space **AND** all deeds, pattahs, writing and other evidence of the title which exclusively relate to the said residential flat/commercial shop/car parking space or the said land on which the said building is constructed or any part or parcel thereof and which now or hereafter shall or may be in custody, power and possession of any person from whom the vendor may procure without any action **TO HAVE AND TO HOLD** the said residential flat/commercial shop/car parking space hereby granted, transferred, sold, conveyed or express or intended so to be unto and to the use of the purchaser absolutely and forever and free from all encumbrances **TOGETHER WITH** all walls buildings, erections, and fixtures and all manner of rights, liberties, easements, privileges, appendages and appurtenances whatsoever belonging to or anywise appertaining to the said unit and every piece and parcel thereof which are or was held, used, occupied or known as piece and parcel thereof or appurtenant thereto for the price of **Rs./- (Rupees)** only.

THE VENDOR HEREBY COVENANTS WITH THE PURCHASER that

i) The purchaser shall and may, at all times thereafter, peaceably and quietly hold, possess and enjoy the said residential flat/commercial shop/car parking space and each and every part thereof and receive rents and profits thereof without any unlawful eviction, interruption, claim and demand from the vendor or any person or persons lawfully or equitably claiming any estate or inheritance in the said residential flat/commercial shop/car parking space or in any other part thereof from under or in trust of the vendor shall and will from time to time and at all times hereinafter at the request and cost of the purchasers do and execute or cause to be done and execute all such further and other acts, deeds and things for further and more perfectly assuring the said residential flat/commercial shop/car parking space and every part thereof **UNTO AND TO THE USE OF THE** purchaser in the manner aforesaid as shall or may be reasonably required ;

ii) That notwithstanding any act, deed or thing whatsoever by the vendor executed or knowingly suffered to the contrary the vendor has a good right, title, interest, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said residential flat/commercial shop/car parking space hereby granted, conveyed and transferred or expressed or intended so to be unto and to the use of the purchaser in the matter aforesaid **AND THAT** the purchaser, shall and may at all times hereinafter peaceably and quietly hold possess and enjoy the said residential flat/commercial shop/car parking space and receive the rents and issues proper rent receipts, thereof without any unlawful eviction, interruption, claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming under or in trust of the vendor and freely, clearly and absolutely acquitted, exonerated and discharged or otherwise well and sufficiently saved, defended, kept harmless, and indemnified the vendor, from and against all manner of claims, charges, liens, lispens, attachments, encumbrances and liabilities whatsoever made or suffered by the vendor.

iii) The vendor and all persons lawfully and equitably claiming the right, title, interest, or demand whatsoever in the said residential flat/commercial shop/car parking space or any part thereof from, through, under or in trust of the vendor shall and will from time to time and at all times hereafter at the request and costs of the purchaser make, execute and preferred or cause to be made, executed or preferred all such acts, deeds, matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said residential flat/commercial shop/car parking space with the undivided interest or share in the land or ground as aforesaid and every part thereof unto and to the use of the purchaser as shall or may be reasonably required.

iv) The purchaser shall have the power and absolute proprietary rights in respect of the floor areas and inside walls and inside ceilings.

v) That purchaser will have to pay 'Goods and Service Taxes' as per the provisions of the Central and State Government apart from the agreed consideration.

THE PURCHASER HEREBY COVENANTS WITH THE VENDOR that

i) The purchaser is fully satisfied with the said building and the said residential flat/commercial shop/car parking space, morefully and particularly mentioned and described in the Second Schedule hereunder written and hereinafter referred to and all installations, fittings and fixtures in the said residential flat/commercial shop/car parking space and building as to the conditions thereof and also of the articles attached thereto.

ii) Save and except the said residential flat/commercial shop/car parking space hereby sold to the purchaser, the purchaser shall have proportionate claim or right over all the open spaces, lobbies, stair case, terrace, and courtyard in the front and back portion of the building on the ground floor.

iii) The said residential flat/commercial shop/car parking space shall be used, occupied and/or enjoyed by the purchaser at all times as a **residential/commercial** unit for themselves and for their other family members.

iv) The purchaser shall maintain at his own cost the said residential flat/commercial shop/car parking space in good condition and order and shall abide by all laws, bye-laws, rules and regulations of the State Government, Kolkata Municipal Corporation, and/or any other Statutory Authorities or Local Bodies and shall attend, answer and shall be responsible for all deviations, violations and breach of any other Statutory Conditions of the Laws, Rules and Regulations and shall observe and perform all the terms and conditions herein contained in so far as the said residential flat/commercial shop/car parking space is concerned.

v) The purchaser cannot make any structural additions and alterations in the said residential flat/commercial shop/car parking space or any portion thereof. The purchasers will however, be entitled to install in the said flat/commercial shop, air condition and/or cooling systems e.t.c. if he requires to do so without affecting the floors and walls of the said flat and any portion adjacent thereto or the elevation of the said building.

vi) The purchaser shall maintain the walls, doors and windows, and landing and in the common passages, homogenously in the colouring and design of the said building.

vii) The purchaser shall have no right to demolish or cause waste or damage to the walls, ceilings of the property, common drain-pipe, sewerage-pipe, and water-pipes, common electric lines in any manner whatsoever so as to affect the other co-sharers in the building who have acquired or may hereafter acquire a flat in the building;

viii) The purchaser and his servants, men and agents shall, not in any way obstruct or cause to be obstructed the passage, driveways, landing, area of roof or stair-case of the said premises, nor store therein any rubbish or other materials, goods or furniture, nor shall do or cause to be done or allow any act or thing thereby in the use and enjoyment of the common amenities and conveniences of the said premises be in any way prejudiced affected or vitiated.

ix) The purchaser shall not do or cause to be done any act or commission which may in any manner prejudice the right of the owners or occupiers of the other flats in the said building as the peaceful and convenient enjoyment of the said residential flat/commercial shop/car parking space.

x) The purchaser shall also pay the charges for the electricity consumed in the said residential flat/commercial shop/car parking space and also contribute and pay the proportionate share towards the electricity consumed for the common areas of the building.

xi) The purchaser shall, contribute and pay the municipal taxes, and proportionate share towards the multi-storied buildings taxes, surcharge, water tax, and all other taxes and impositions that may be levied by the Central/State Government or by Local Bodies in respect of the said residential flat/commercial shop/car parking space and also pay the proportionate share towards the costs expenses and outgoings in respect of the common amenities and conveniences specified in the Third Schedule hereto such apportionment shall be made by the Association of Owners on actual which shall be final and binding on the purchaser.

xii) The undivided interest of the purchaser in the land as morefully and particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to shall remain undivided and/or joint for all times with the purchasers and/or other co-owners who thereto before acquired and who may acquire right, title and interest in any residential flat/commercial shop/car parking space of the building;

xiii) The purchaser shall not use the residential flat/commercial shop/car parking space or any portion of the building including the stair-case, lift, roof, gangways, passages, drains and open spaces entrances and shall not do any act or behave in such manner as may be detrimental to the interests of the other owners of the flats/co-sharers in the building or against their rights and privileges in respect of residential flat/commercial shop/car parking space and/or in such a manner that may cause or likely to be caused annoyance or nuisance or cause damage or breach of peace in the building and/or to any other owners of the residential flat/commercial shop/car parking space in the said building or in the locality.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of bastu land, measuring about an area of more or less **4 Cottah** comprise under **R. S. Dag No. 1257 (P), Mouza - Raipur, Police Station -**

Jadavpur (now Patuli), L. O. P. No. 40, J. L. No. 33, being municipal premises no. 106, Roypur, Post Office - Garia, Police Station - Jadavpur, Kolkata – 700 084, District - 24 Parganas (South), and mailing address – 40, Raipur Government Scheme No. II, Post Office – Garia, Police Station - Jadavpur, Kolkata – 700 084, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, **Ward No. 101. The Property is butted and bounded as follows :**

On the North :

On the East :

On the South :

On the West :

SECOND SCHEDULE OF THE PROPERTY
{Property sold to Sri}

ALL THAT the piece and parcel of **flat/commercial shop room/car parking**, being **no.**, measuring about more or less **Square Feet** super built area, consisting of **2 Bed Rooms, 1 Kitchen cum Dining Room, 1 Toilet**, with **tiles flooring**, on the **side** of the **floor**, of the multi-storied building, **TOGETHER WITH** right to use the common spaces, stairs for enjoyment, other privileges, benefits and amenities appertaining thereto alongwith the proportionate share in the land lying and situate at the municipal premises no. 106, Roypur, Post Office - Garia, Police Station - Jadavpur, Kolkata – 700 084, mailing address – 40, Raipur Government Scheme No. II, Post Office – Garia, Police Station - Jadavpur, Kolkata – 700 084, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, **Ward No. 101**.

THIRD SCHEDULE OF THE PROPERTY

Particulars of “**COMMON AMENITIES**” referred above for the beneficial use and enjoyment of the said flat/commercial shop room/car parking.

i) All rights and privileges of vertical and lateral support easements, quasi-easements, appendages and appurtenance belonging to the said flat or therewith usually held used occupied or enjoyed or known as part or parcel thereof or appertaining thereto which are hereinafter morefully specified and reserving unto the vendor or owners of other flats, rights, etc. more particularly set out in the Fourth Schedule;

ii) The right of use in the common with other persons deriving title under it and the vendor and occupiers of other flat/commercial shop room/car parking used and enjoyment of the common spaces, main entrance, landing, water reservoirs, drains, sewerages, pipe lines, electric lines and other common parts and passages appurtenant thereto.

iii) The right of protection of the said flat/commercial shop room/car parking by or from other flats or portions of the said building so far as it can protect the same.

iv) The right of supply passages or flow in common of electricity, water through pipes, drains, wires, electric lines and conduits lying or being under through or over the other flats, parts or portion of the said premises necessary for residential purposes.

v) The right to use the entrance, stair case landings, lift, common open spaces and common passages at the said premises at all times in the day and all reasonable hours at night in common with the other flat owners and with the owners deriving title under it and the owners and occupiers of the flats of the aforesaid premises.

vi) The right of the workmen and materials to enter other portions of the said premises for the sole purpose of repairing and maintenance so far may be necessary for such pipes, drains, wires aforesaid which cannot be carried without such entry, upon giving previous notice of its intention so to do the concerned parties.

THE FOURTH SCHEDULE OF THE PROPERTY

The rights, easements, quasi-easements, privileges in appurtenances accepted out of the transfer by the foregoing Indenture and reserved unto the vendor delivering title under it and/or other owners/occupiers of other flats and the covered car parking space or portions of the said buildings.

a) The supply passage or flow of electricity, water and soil from any flat/commercial shop room/car parking (other than the said flat/commercial shop room/car parking described in the Second Schedule) hereto the other portion of the said premises, through pipes, drains, wires, conduits, under through or over the said flat as far as may be reasonable necessary for the beneficial use and enjoyment of the other flat owners, parts or portions of the said premises or all purpose whatsoever in common with the purchaser.

b) The right to protect the other flats, or portions of the said premises by all parts of the said flat so far as they can give protection to the same.

c) The right of ingress and egress from other flat/commercial shop room/car parking and portions of the said premises through the other common passages of the said premises in common with the purchasers.

d) The right of workman and materials to entered into the said flat/commercial shop room/car parking for the purpose of building, repairing, replacing, cleaning and inspection so far as may be necessary all or any pipes, drains, wires and conduits situate, instead of pass the said flat upon twenty four hours' notice to the purchaser.

THE FIFTH SCHEDULE OF THE PROPERTY

The recurring cost, charges and expenses and cost other outgoing to be paid proportionate share by the purchasers for the said second schedule flat/commercial shop room/car parking:

1. The Municipal rates and taxes, property tax/taxes and all other statutory charges, levies in respect of the said premises.
2. The expenses or maintaining for repairing of the sewerage lines, drains, rainwater pipes and electric wiring in under or upon the said land and enjoyed or used in common by the owners and occupiers of the other flats together with expenses for maintaining and repairing the passages, staircases, landing of the boundary walls, compounds, landing terrace etc. thereof.
3. The costs of repairing, white washing, colour washing, colour painting and decorating the exterior of the building and other parts and portion thereof.
4. The cost of cleaning and lightning the passages and other common open and covered spaces or portion of the said building.
5. The cost of running repairs and maintaining the pumps and motors.
6. The salaries of Darwan, Sweeper and the Maintenance Staffs.

IN WITNESS WHEREOF the parties set and subscribed their signatures, on the day, month and year above written.

SIGNED AND DELIVERED by
the parties in Kolkata in the presence of -

WITNESSES :

1.

VENDOR

2.

PURCHASER

Drafted by me as per the
instructions of my client :

Anirban Dutta
Advocate

High Court, Calcutta

C/o.  **DUTTA & ASSOCIATES**
Advocates & Consultants

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Enrolment No. F/1221/2008 // WB/223/2009

Website : www.duttaandassociates.com

MEMO OF CONSIDERATION

RECEIVED the sum of **Rs.**/- (**Rupees**) only from **Sri**, the purchaser herein, as the full and final consideration for the aforesaid flat/commercial shop room/car parking morefully and particularly mentioned and described in the Second Schedule, in the following manner :

<u>Cheque No.</u>	<u>Date</u>	<u>Drawn on</u>	<u>Amount</u>
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Total

Rs. /-

WITNESSES :

1.

SHIV CONSTRUCTION

 Partner

VENDOR

2.

