

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of , 2023 BETWEEN

SRI NARESH CHOPRA, (PAN – ACDPC4401G), (Aadhaar No. 3561 8319 2308), son of Late Ram Ratan Chopra, by faith - Hindu, by Occupation – Business, by Nationality - Indian, residing at Plot No.113, Sector – B, Metropolitan Housing Society, South Canal Road, Post Office – Dhapa, Police Station – Tiljala, Kolkata – 700 105, District – South 24-Parganas, hereinafter called and referred to as the “**OWNER/VENDOR**” (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successor/ successors) of the **FIRST PART**. The **VENDOR** is hereby represented by his lawful Constituted Attorney namely **SRI NARESH CHOPRA (HUF), (PAN – AAEHN5545B)**, represented by its ‘Karta’ namely **SRI NARESH CHOPRA, (PAN – ACDPC4401G), (Aadhaar No. 3561 8319 2308)**, son of Late Ram Ratan Chopra, by faith - Hindu, by Occupation – Business, by Nationality - Indian, residing at Plot No.113, Sector – B, Metropolitan Housing Society, South Canal Road, Post Office - Dhapa, Police Station – Pragati Maidan, Kolkata – 700 105, District – South 24-Parganas, by virtue of a registered Development Power of Attorney after registered Development Agreement dated 07.11.2022, registered in the Office of D.S.R. – IV, Alipore, South 24-Parganas and entered into Book No. I, Volume No. 1604-2022, Pages from 387190 to 387225, Being No. 160412877 for the year 2022

AND

**** (having PAN **** and Aadhaar No. *****), *****, by religion ****, by occupation **, by nationality *****, residing at ****, P.O. *****, P.S. ****, Kolkata *****, hereinafter called and referred to as the **PURCHASER** (which expression shall unless repugnant to the context be deemed to mean and include his/ her heirs, successors, executors, administrators and assigns) of the **SECOND PARTY**.

AND

SRI NARESH CHOPRA (HUF), (PAN – AAEHN5545B), represented by its ‘Karta’ namely **SRI NARESH CHOPRA, (PAN – ACDPC4401G), (Aadhaar No. 3561 8319 2308)**, son of Late Ram Ratan Chopra, by faith - Hindu, by Occupation – Business, by Nationality - Indian, residing at Plot No.113, Sector – B, Metropolitan Housing Society, South Canal Road, Post Office - Dhapa, Police Station – Pragati Maidan, Kolkata – 700 105, District – South 24-Parganas, hereinafter called and referred to as the **“DEVELOPER/ CONFIRMING PARTY”** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **THIRD PART**.

AND

WHEREAS by virtue of a registered Deed of Conveyance dated 12th December, 1984, registered in the Office of Addl. District Sub-Registrar, Alipore, 24-Parganas and entered in Book No.I, Volume No.65, at Pages 348 to 359, Being No.5725, for the year 1984, one Mr. B.K. Lala, Sub-Ordinate Judge, 3rd Court, Alipore on behalf of one Smt. Kamala Bala Mondal, wife of Late Bholanath Mondal, residing at 81/3, Tollygunge Road, Kolkata – 700 033, sold, conveyed, transferred, assigned and granted a big plot of land measuring an area of 20 (Twenty) Bighas situate in Mouza – Nayabad, J.L. No.25, R.S. No.3, Pargana – Khaspur, Touzi No.56, comprising in R.S. Dag Nos.195 and 196, under R.S. Khatian Nos.117 and 118, corresponding to C.S. Dag No.102, C.S. Khatian Nos.5 & 6, formerly P.S. Tollygunge, thereafter P.S. Jadavpur, thereafter P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, District South 24 Parganas, in favour of one (i) Sri Sasanka Sekhar Chowdhury, son of Late Kali Krishna Chowdhury, of 5/21, Bijoygarh, P.S. Jadavpur, Kolkata – 700 32 and (ii) Sri Dharendra Maitra, son of Sri Bhuban Mohan Maitra of 2/65, Gandhi Colony, Kolkata – 700 040.

AND WHEREAS thereafter by virtue of a registered Deed of Conveyance dated 15.01.1985, registered at the Office of District Sub-Registrar, Alipore, 24-Parganas and entered in Book No.I, Volume No.4, at Pages 270 to 277, Being No.220, for the year 1985, said (i) Sri Sasanka Sekhar Chowdhury and (ii) Sri Dharendra Maitra, sold, conveyed, transferred, assigned and granted part of the demarcated land measuring an area of 16 (Sixteen) Cottahs out of total land area measuring 20 (Twenty) Bighas situate in Mouza – Nayabad, J.L. No.25, R.S. No.3, Pargana – Khaspur, Touzi No.56, comprising in R.S. Dag Nos.195 and 196, under R.S. Khatian Nos.117 and 118, corresponding to C.S. Dag No.102, C.S. Khatian Nos.5 & 6, formerly P.S. Tollygunge, thereafter P.S. Jadavpur, thereafter P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, District South 24 Parganas, in favour of one Smt. Minati Chowdhury, wife of Sri Prabir Chowdhury, of Mahajati Nagar, Birati, P.S. DumDum, Kolkata – 700 051.

AND WHEREAS thereafter the said Owner namely Smt. Minati Chowdhury developed the property and prepared a master plan wherein she showed several plots, road and Block owing to sell the same to different intending purchasers.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 12.08.1985, registered at the Office of District Sub-Registrar, Alipore, 24-Parganas and entered in Book No.I, Volume No.190, at Pages 255 to 268, Being No.11226 for the year 1985, said Smt. Minati Chowdhury, sold, conveyed, transferred, assigned and granted one plot of land measuring an area of 2 (Two) Cottahs 13 (Thirteen) Chittacks 38 (Thirty eight) Sq.ft. in Block “A” Plot No.39, situate in Mouza – Nayabad, J.L. No.25, R.S. No.3, Pargana – Khaspur, Touzi No.56, comprised in R.S. Dag No.195, measuring land area of 1 (One) Cottah 15 (Fifteen) Chittacks 08 (Eight) Sq.ft. and in R.S. Dag No.196, measuring land area of 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft. totaling land area of 2 (Two) Cottahs 13 (Thirteen) Chittacks 38 (Thirty eight) Sq.ft., under R.S. Khatian Nos.117 and 118, corresponding to C.S. Dag No.102, C.S. Khatian Nos.5 & 6, presently within P.S. Panchasayar, formerly P.S. Purba Jadavpur, District - South 24-Parganas, in favour of Smt. Krishna Majumder alias Krishna Mazoomder, wife of Sri Subrata Majumder of 58A, Park Street, P.S. Karya, Kolkata – 700 017.

AND WHEREAS thereafter said Smt. Krishna Majumder, mutated and recorded her land in the record of The Kolkata Municipal Corporation known and numbered as K.M.C. Premises No.2643, Nayabad, within Ward No.109, being Assessee No.31-109-08-2754-0, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700094.

AND WHEREAS while enjoying the same peacefully by virtue of a registered Deed of Conveyance dated 10.04.2012, registered at the Office of District Sub-Registrar - III, Alipore, South 24-Parganas and recorded in Book No.I, CD Volume No.7, Pages from 5727 to 5745, Being No.03119 for the year 2012, said Smt. Krishna Majumder alias Krishna Mazoomder, sold, conveyed, transferred, assigned and granted her aforesaid purchased plot of land measuring an area of 2 (Two) Cottahs 13 (Thirteen) Chittacks 38 (Thirty eight) Sq.ft. in Block "A" Plot No.39, situate in Mouza – Nayabad, J.L. No.25, R.S. No.3, Pargana – Khaspur, Touzi No.56, comprised in R.S. Dag No.195, measuring land area of 1 (One) Cottah 15 (Fifteen) Chittacks 08 (Eight) Sq.ft. and in R.S. Dag No.196, measuring land area of 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft. totaling land area of 2 (Two) Cottahs 13 (Thirteen) Chittacks 38 (Thirty eight) Sq.ft., under R.S. Khatian Nos.117 and 118, corresponding to C.S. Dag No.102, C.S. Khatian Nos.5 & 6, known as K.M.C. Premises No.2643, Nayabad, within the Ward No.109, being Assessee No.31-109-08-2754-0, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 094, District - South 24-Parganas, in favour of one Smt. Nandini Ganguly, wife of Mr. Abhijit Ganguly, residing at 117A, Selimpur Road, Flat No. A-3, Ashina, P.O. Dhakuria, P.S. Jadavpur, Kolkata – 700 031, for a valuable consideration as mentioned therein.

AND WHEREAS after purchase said Smt. Nandini Ganguly, mutated and recorded her land in the record of The Kolkata Municipal Corporation known as **K.M.C. Premises No.2643, Nayabad, within the Ward No.109**, being Assessee No.31-109-08-2754-0, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700094.

AND WHEREAS after purchasing the aforesaid plot of land said Smt. Nandini Ganguly mutated and recorded her name in the record of Ld. B.L. & L.R.O. Kasba vide Reference M/Case No.545/2013 and Memo No.18/mut/5385/BLLRO/ ATM/Kasba dated 09.10.2013 and the property is now under R.S. Dag Nos.195 and 196, under present R.S. Khatian No.117 of said Mouza - Nayabad and accordingly the Ld. B.L. & L.R.O. Kasba, has issued the mutation Certificate in favour of said Smt. Nandini Ganguly.

AND WHEREAS thereafter the said Smt. Nandini Ganguly taken conversion in respect of the nature and character of her Land from 'Shali' to 'Bastu vide Case No.193/2014 and Memo No.17/3378/Con. Certificate/BL.LRO/ATM/Kasba dated 02.07.2015 issued by Ld. BL. & L.R.O office Kasba.

AND WHEREAS while seized and possessed of by virtue of a registered Deed of Sale dated 30.05.2016, registered at the Office of District Sub-Registrar - V, Alipore, South 24-

Parganas and recorded in Book No. I, Volume No. 1630-2016, Pages from 49050 to 49073, Being No. 163001662 for the year 2016, said Smt. Nandini Ganguly, sold, conveyed, transferred, assigned and granted her aforesaid purchased plot of land measuring an area of 2 (Two) Cottahs 13 (Thirteen) Chittacks 38 (Thirty eight) Sq.ft. in Block "A" Plot No.39, situate in Mouza – Nayabad, J.L. No.25, R.S. No.3, Pargana – Khaspur, Touzi No.56, comprised in R.S. Dag No.195, measuring land area of 1 (One) Cottah 15 (Fifteen) Chittacks 08 (Eight) Sq.ft. and in R.S. Dag No.196, measuring land area of 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft. totaling land area of 2 (Two) Cottahs 13 (Thirteen) Chittacks 38 (Thirty eight) Sq.ft., under R.S. Khatian Nos.117 and 118, corresponding to C.S. Dag No.102, C.S. Khatian Nos.5 & 6, known as K.M.C. Premises No.2643, Nayabad, within the Ward No.109, being Assessee No.31-109-08-2754-0, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700094, District - South 24-Parganas, in favour of the previous Owners/Vendors namely (1) Sri Bulbul Dey, son of Late Lal Mohan Dey and (2) Sri Abhijit Dey, both of Ruchira Residency, Tower-7, Flat No.6/3, 369, Purbachal Kalitala Main Road, Post Office : Haltu, Police Station – Garfa, Kolkata - 700078, District – South 24-Parganas, for a valuable consideration as mentioned therein.

AND WHEREAS after purchase the said previous Owners/Vendors namely (1) Sri Bulbul Dey and (2) Sri Abhijit Dey, jointly mutated and recorded their purchased land in the record of The Kolkata Municipal Corporation known as **K.M.C. Premises No.2643, Nayabad, within Ward No.109**, being Assessee No.31-109-08-2754-0, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700094, District – South 24-Parganas and subsequently mutated and recorded their names in the record of Ld. B.L. & L.R.O. Kasba vide Reference M/Case No.919/2016 and Memo No.18/mut/206/BLLRO/ATM/Kasba/17 dated 16.01.2017 in the name of Sri Bulbul Dey and Reference M/Case No.920/2016 and Memo No.18/mut/205/ BLLRO/ATM/Kasba/17 dated 16.01.2017 in the name of Sri Abhijit Dey.

AND WHEREAS while enjoying the said property peacefully said Sri Bulbul Dey and Sri Abhijit Dey due to their urgent need of money declared to sell their said land and property as free from all encumbrances and by virtue of a registered Deed of Conveyance dated 16.10.2020, registered in the office of D.S.R. - IV, Alipore and entered into Book No. 1, Volume No. 1604-2020, Pages from 154353 to 154389, Deed No. 160403957 for the year 2020, the present **OWNER/VENDOR** herein has purchased the said plot of 'Bastu' land measuring an area of **2 (Two) Cottahs 13 (Thirteen) Chittacks 38 (Thirty eight) Sq.ft. more or less** togetherwith one Tile shed measuring an area of 200 (Two Hundred) Sq.ft. standing thereon and also together with all easement rights upon the land and adjacent road/passage in Block "A" Plot No.39, situate in **Mouza – Nayabad, J.L. No.25, R.S. No.3, Pargana – Khaspur, Touzi No.56,**

comprising in **R.S. Dag Nos.195 & 196, under present R.S. Khatian No.117**, known as **K.M.C. Premises No.2643, Nayabad, within Ward No.109**, being Assessee No.31-109-08-2754-0, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700094, District – South 24-Parganas, as described in the **SCHEDULE - ‘A’** below for a valuable consideration as morefully mentioned therein.

AND WHEREAS after purchase the present **OWNER/VENDOR** has mutated his name in the record of K.M.C. in respect of his aforesaid purchased property known as K.M.C. Premises No. 2643, Nayabad, having Assessee No. 31-109-08-2754-0.

AND WHEREAS the present **OWNER/VENDOR** herein is the absolute recorded owner and possessor of **ALL THAT** the said plot of ‘Bastu’ land measuring land area of **2 (Two) Cottahs 13 (Thirteen) Chittacks 38 (Thirty eight) Sq.ft. more or less** togetherwith one Tile shed measuring an area of 200 (Two Hundred) Sq.ft. standing thereon and also together with all easement rights upon the land and adjacent road/passage in Block “A” Plot No.39, situate in **Mouza – Nayabad, J.L. No.25, R.S. No.3, Pargana – Khaspur, Touzi No.56**, comprising in **R.S. Dag Nos.195 & 196, under present R.S. Khatian No.117**, known as **K.M.C. Premises No.2643, Nayabad, within Ward No.109**, being Assessee No.31-109-08-2754-0, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700094, District – South 24-Parganas, as described in the **SCHEDULE – ‘A’** below and since purchase the present **OWNER** herein is in physical possession of the said property which is free from all encumbrances.

AND WHEREAS the present **OWNER/VENDOR** now decided to develop the **SCHEDULE - ‘A’** mentioned property by constructing a Ground plus Four storied building with lift facility, comprising of a number of residential flats on the different floors, Car Parking Space/s in the ground floor through his own Developer-firm as per the sanctioned building plan duly sanctioned from The Kolkata Municipal Corporation.

AND WHEREAS the **DEVELOPER/THIRD PARTY** herein has primarily taken sanction of a Ground Plus three storied building Plan with Lift facility vide sanctioned building Permit No.2021120062 dated 20.04.2021 from The Kolkata Municipal Corporation Borough Office – XII and subsequently it has been revised as Ground Plus Four storied building Plan with Lift facility vide sanctioned building Permit No.2022120326 dated 28.09.2022 from The Kolkata Municipal Corporation Borough Office – XII at the Developer’s own cost and expenses.

AND WHEREAS thereafter the **OWNER** herein entered into a registered Development Agreement along with Developer Power of Attorney dated 07.11.2022, registered in the Office of D.S.R. – IV, Alipore, South 24-Parganas and entered into Book No.

I, Volume No. 1604-2022, Pages from 387190 to 387225, Being No. 160412877 for the year 2022, with the **DEVELOPER**, the Party of the **THIRD PART** herein and now the **DEVELOPER**, the party of the **THIRD PART** herein namely “**SRI NARESH CHOPRA (HUF)**” has developed as well as promoted the entire premises as described in the **SCHEDULE – ‘A’** below as per aforesaid sanctioned building plan as well as the specification as annexed herein below. The First Floor, South-East-West side Flat being No. “1A” of the building which is hereby being sold in favour of the **PURCHASERS** is off **Developer’s Allocation** and the **DEVELOPER** shall receive the entire consideration sum in terms of the said registered Development Agreement along with Developer Power of Attorney dated 07.11.2022.

AND WHEREAS the Parties of the **SECOND PART/ PURCHASERS** having their desire to acquire one residential flat in the said construction of the building have approached the said Party of the **THIRD PART** and have signified their willingness to purchase one residential flat being Flat No. “1A” in the said construction situated on the First Floor, South-East-West side of the building as described in the **SCHEDULE – “B”** hereunder written.

AND WHEREAS the Party of the **THIRD PART** i.e. **DEVELOPER** has agreed to enter into an Agreement with the Parties of the **SECOND PART/ PURCHASERS** who have agreed with the Party of the **THIRD PART/DEVELOPER** for absolute purchase of one residential flat of the building as stated hereinbefore and more fully and more particularly described in the **SCHEDULE – “B”** together with the proportionate undivided share and interest of land and in the said demised land and other common rights, common parts and requirements, affixtures and apparatus of common utility of the said construction as mentioned hereinafter with full satisfaction of the Parties of the **SECOND PART/ PURCHASERS** in regard to the title Deed of the demised land, site plan, and sanctioned Building Plan on certain terms, conditions and stipulations hereinafter appearing.

AND WHEREAS thereafter the Purchaser herein in terms of the said agreement paid the entire consideration money of **Rs.*****/- (Rupees *****)** only to the Developer/Confirming Party for the said flat and car parking space and thereafter called upon the Vendor/ Owner and the Developer / Confirming Party to execute and register the sale deed in favour of the Purchaser and accordingly Vendor/ Owner and the Developer agreed to sell, execute and register the said flat and car parking space in favour of the Purchaser free from all encumbrances by executing this deed.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said **sum of Rs. ****/- (Rupees ****)** only paid by the Purchaser to the Developer towards payment for sale of a self-contained flat being **Flat No. ****** situated on **the **** floor (**** side)** having total super built up area measuring **about 1085 sq. ft.** and one car parking space measuring **about 120 sq.ft.** on the ground floor along with exclusive right of the said building at K.M.C. Premises No. 43/6/31, Jheel Road, P.O. Dhakuria, P. S. previously Kasba now Garfa, Kolkata 700031 more fully mentioned in the Second Schedule hereunder written together with undivided share of the land morefully and particularly mentioned in the First Schedule hereunder written, the receipt of which the Developer do hereby and so by the Memo hereunder admits and acknowledge and of and from the payment of the same forever release discharge, acquit exonerate the Purchaser and also the said share and the unit hereby transferred conveyed released and relinquished, the Vendor and the Developer do hereby grant, sell, convey, transfer and assure as well as the Developer/Confirming Party herein do hereby assign, confirm and release unto and in favour of the Purchaser **ALL THAT** the said self-contained complete flat and car parking space morefully mentioned and described in the Second Schedule hereunder written **TOGETHER WITH** proportionate undivided share of the land and in the common parts of the building as mentioned in the First Schedule and Third Schedule respectively **OR HOWSOEVER OTHERWISE** the said share and the unit now is or at any time heretofore was situated butted bounded called known numbered and interest of the Vendor and the Confirming Party in respect of the said unit and proportionate share of common parts **AND** all deed pattahs and muniments of title whatsoever exclusively relating to or concerning the said flat **TOGETHER WITH** proportionate right and/or share in all passage sewers drains, pipes, benefits, advantages, privileges appendages and appurtenances thereto **AND ALSO** easement and/or quasi/easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said flat and car parking space and undivided proportionate share of land subject to the similar rights liberties easements benefits and advantages as described in the Third Schedule of the owner of the other flat(s) in the said building and the premises **TO HAVE AND TO HOLD** the property and each and every part thereof unto and to the use of the Purchaser absolutely and forever subject to making payment of proportionate rates , taxes, maintenance charges and other charges incidental or relating thereto more particularly mentioned in the Third Schedule hereunder written.

**THE VENDOR AND THE CONFIRMING PARTY DO AND EACH OF THEM
DOTH HEREBY COVENANT WITH THE PURCHASER:-**

A) That notwithstanding any act deed matter or thing whatsoever done by the Vendor and/or Confirming Party or any of the Vendor and/or Confirming Party's predecessor-in-interest/title may have done, committed, executed or knowingly suffered to the contrary the Vendor and the Confirming Party now have good right, full power, absolute authority, indefeasibly title or otherwise well and sufficiently entitled to grant sell convey transfer assign and assure the property and all rights and benefits hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meanings of these presents.

B) That the Vendor and/or Confirming Party have not at any time done or executed or knowingly suffered or been party to any deed matter or thing whereby the property or any part thereof can or may be impeached, encumbered or affected in title.

C) That the said property is free from all claims demands charges mortgages liens attachments, acquisition, requisition trust made or suffered by the Vendor and/or the Confirming Party or any person or persons arising or lawfully rightfully or equitably claiming any estate or interest therein from under or in trust for the Vendor and/or the Confirming Party.

D) That free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged from and by the Vendor and the Confirming Party and well and sufficiently saved defended kept harmless and indemnified of and from or against all and all manner of former and other rights, title interest lien, charges and encumbrances attachments whatsoever made or done occasioned and/or suffered by the Vendor and the Confirming Party or any person or persons rightfully claiming through or under or in trust for the Vendor and/or the Confirming Party.

E) That it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into hold possess, use, own and enjoy the said property and every part thereof and receive the rents issues and profits there from without any lawful hindrance, eviction ,

interruption, disturbances, claim or demand whatsoever from or by the Vendor and/or the Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendor and/or the Confirming Party.

F) That the Vendor and the Confirming Party and all persons having or lawfully rightfully or equitably claiming any estate or interest in the property or any part thereof from under or in trust for the Vendor or the Confirming Party shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute and cause to be done and executed all such acts deeds matters or things whatsoever for further better and more perfectly assuring the property and every part thereof as shall or may be reasonably required by the Purchaser.

G) That unless prevented by fire or some other irresistible accident, the Vendor and the Confirming Party shall 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 and/or any agent of the Purchaser at any hearing suit, commission, examination or otherwise as occasion shall require the original documents and writings in respect of the said property.

H) That the Vendor and the Confirming Party do and each of them doth hereby according their consent to the Purchaser for mutation separation and/or apportionment of the said flat in the municipal records and all Government and/or Semi Government and/or other statutory body and/or authority.

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AND THE CONFIRMING PARTY AS FOLLOWS;

1. The Purchaser from time to time and at all times hereby agreed to contribute and pay proportionate share towards the cost and expenses towards the maintenance charges, service charges, taxes and impositions and other outgoings as mentioned in the Schedule 'D' hereunder written and the said amount is variable according to the needs of the circumstances and market trend.

2. The Purchaser are satisfied about the area of the unit/flat mentioned in these presents and hereby agreed not to raise any dispute or question with regard thereto.

3. The Purchaser shall keep and maintain the said flat/unit and every part thereof in good and substantial condition of repair of their own cost and expenses.

4. To permit the Association (if any) or the owner within 24 hours' notice or in case of emergency without any notice the other co-owner of the building and/or their surveyors agents, servants with or without workmen and others at all reasonable times to enter into and open the unit or any part thereof for the purpose of repairing maintaining re-building, cleaning lighting and keeping in order and in good condition all services such as drains pipes, cables water courses gutters wires structure sewers drainage water pipes and other installations and conveniences of the building.

5. The Purchaser shall duly observe, perform and fulfill the Rules and Regulations that may be formulated by the Association /flat-owner in respect of the building and/or premises.

THE SCHEDULE ABOVE REFERRED TO
SCHEDULE - 'A'

ALL THAT piece and parcel of 'Bastu' land measuring an area of **2 (Two) Cottahs 13 (Thirteen) Chittacks 38 (Thirty eight) Sq.ft. more or less** whereon a new Ground plus Four storied building with lift facility is standing under name and style "**ASHIRBAD SAPPHIRE**" erected as per aforesaid revised sanctioned building plan vide building Permit No.2022120326 dated 28.09.2022 duly sanctioned by The Kolkata Municipal Corporation Borough Office – XII and the said land and property is situated in Block "A" Plot No.39, situated in **Mouza – Nayabad, J.L. No.25, R.S. No.3, Pargana – Khaspur, Touzi No.56,** comprising in present **R.S. Dag No.195** measuring land area 1 (One) Cottah 15 (Fifteen) Chittacks 8 (Eight) Sq.ft. and in **R.S. Dag No.196** measuring land area of 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft. totaling land area **2 (Two) Cottahs 13 (Thirteen) Chittacks 38 (Thirty eight) Sq.ft., under R.S. Khatian No.117,** known as **K.M.C. Premises No.2643, Nayabad, within Ward No.109,** being Assessee No.31-109-08-2754-0, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700094, District – South 24-Parganas. The entire property is butted and bounded by :

ON THE NORTH : Plot No.23 of R.S. Dag No.195(Part);

ON THE SOUTH : 40'-0" wide K.M.C. Road;

ON THE EAST : Property of others of R.S. Dag No.195 and 196(Part);

ON THE WEST : Plot No.38 of R.S. Dag No.195 and 196(Part).

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

ALL THAT piece and parcel of one residential **Flat No.** situated on the **First Floor, South-East-West side** of the Ground Plus Four storied building measuring super built up area of **Sq.ft. more or less** consisting of Two bed rooms, One Drawing-cum-Dining room, One Kitchen, One Toilet, One W.C. and One Verandah together with proportionate undivided share of land and 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 erected as per aforesaid sanctioned building Permit No.2022120326 dated 28.09.2022 and also as per specification, annexed hereto marked with letter 'X' and the said complete flat is situated within the Police Station : Panchasayar, (formerly P.S. Purba Jadavpur), under The Kolkata Municipal Corporation **Ward No.109**, portion of K.M.C. **Premises No. 2643, Nayabad, Kolkata – 700 094**, District – South 24-Parganas, as described in the **SCHEDULE “A”** above.

SCHEDULE 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND SERVICES)

1. All stair-cases and stair landings 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, Mounted Room, if any, Parapet wall of the building are for the purpose of common services and right.
6. Water pump, overhead water tank and all water supply line and plumbing lines.

7. Common Electric meter space, electric meter board, Electricity service and electricity main line wirings and lighting.
8. Drainages and sewerages including man-hole, junction pits etc. and drive way.
9. Boundary walls, main gate and/or side gates if any.
10. Vacant space and common Toilet, if any on the Ground Floor.
11. Lift and lift machine room of the building
12. Such other common parts, areas, equipments and installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

IN WITNESS WHEREOF the parties hereto have executed this presence the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED
IN PRESENCE OF
WITNESSES:**

1.

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE PURCHASER

**SIGNATURE OF THE / DEVELOPER
CONFIRMING PARTY**

Drafted by me as per deeds,

documents, testimonials and instructions given by the parties hereto.

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. ***8/- (Rupees *****) only from the within named Purchaser as full and final consideration of the flat and covered car parking space as conveyed in the following manner.

Date	Cash / Cheque	On Bank and Branch	Amount (Rs.)
TOTAL			Rs.
*****.00			

(Rupees *****) only

WITNESS

1.

2.

**SIGNATURE OF THE / DEVELOPER
CONFIRMING PARTY**