


DEED OF CONVEYANCE

THIS INDENTURE OF SALE made this the day of Two
Thousand and Twenty-three (2023)

BETWEEN

For BASBHUMI

Proprietor

SMT. ANASUA BANERJEE, (PAN – AJAPB3181E), wife of Sri Subhasish Banerjee, by faith - Hindu, by Occupation – Household work, by Nationality – Indian, residing at Baruipur Doltala, Near Ration Godwon, P.S. and P.O. Baruipur, Kolkata - 700 144, District – South 24-Parganas, represented by her Lawful Constituted Attorney “**MESSRS BASBHUMI**”, (PAN – AFNPB5701P), a proprietorship firm having its office at 8R, Roy Para Bye Lane, Post Office and Police Station – Sinthi, Kolkata – 700 050, District – North 24-Parganas, represented by its sole proprietor namely **SRI DEBABRATA BHATTACHARYA, (PAN – AFNPB5701P)**, son of Sri Nripendra Nath Bhattacharjee, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 8R, Roy Para Bye Lane, Post Office and Police Station – Sinthi, Kolkata – 700 050, District – North 24-Parganas, by virtue of a registered Development Power of Attorney dated 24.04.2017, registered in the office of District Sub-Registrar - V, Alipore, South 24-Parganas and recorded into Book No.1, Volume No. 1630-2017, Pages from 35438 to 35466, Being No. 163001210 for the year 2017, hereinafter called and referred to as the “**OWNER**” (which expression unless repugnant to the context shall mean and include her heir/heirs, executor /executors, assign/ assigns, administrator/ administrators and representative/ representatives) of the **FIRST PART**

AND

SRI _____, (PAN – _____), Son of Sri _____, by faith - Hindu, by Occupation – _____, by Nationality – Indian, residing at _____, Post Office – _____, Police Station – _____, Kolkata – _____, District – _____, hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**

AND

“**MESSRS BASBHUMI**”, (PAN – AFNPB5701P), a proprietorship firm having its office at 8R, Roy Para Bye Lane, Post Office and Police Station – Sinthi, Kolkata – 700 050, District – North 24-Parganas, represented by its sole proprietor namely **SRI DEBABRATA BHATTACHARYA, (PAN – AFNPB5701P)**, son of Sri Nripendra Nath Bhattacharjee, by faith – Hindu, by Occupation – Business, by Nationality – Indian,

residing at 8R, Roy Para Bye Lane, Post Office and Police Station – Sinthi, Kolkata – 700 050, District – North 24-Parganas, hereinafter called the “**VENDOR/DEVELOPER**” (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

WHEREAS the Party of the **THIRD PART** is running Proprietorship business by a firm under the Trade Name of “**M/S. BASBHUMI**” with the purpose of developing housing projects by way of construction of residential flats/flat and/or Car Parking Space and sale thereof to the intending buyers at the price for consideration.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 15th June, 2011 registered in the office of Addl. District Sub-Registrar, Baruipur and entered into Book No. 1, CD Volume No. 16, at Pages 1174 to 1191, Deed No. 5052 for the year 2011, the present **OWNER** namely **SMT. ANASUA BANERJEE** purchased the land comprising in R.S. Dag No. 48/108, measuring land area 1 (One) Cottah 8 (Eight) Chittacks and in R.S. Dag No. 47/109 measuring land area of 10 (Ten) Chittacks totaling land area of 2 (Two) Cottahs 2 (Two) Chittacks both under R.S. Khatian No. 84, C.S. Khatian No. 12 of Mouza - Chakmasur, J.L. No. 30, Touzi No. 151, within K.M.C. Ward No. 109, P.S. Survey Park, formerly P.S. Purba Jadavpur, District - South 24-Parganas from the previous Owners/Vendors namely Sri Subrata Paul, Sri Sovan Paul, Sri Mahabrata Paul, Sri Jogesh Chandra Paul, Smt. Suvra Das and Sri Binoy Bhushan Basu for a valuable consideration as mentioned thereof.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 05.02.2015, registered in the office of Addl. District Sub-Registrar Sealdah and entered into Book No. 1, CD Volume No. 1, Page No. 9796 to 9812, Deed No. 502 for the year 2015, the present **OWNER** namely **SMT. ANASUA BANERJEE** again purchased the land area of 2 (Two) Cottahs 12 (Twelve) Chittacks comprising in R.S. Dag No. 48/108 and 47/109 both under R.S. Khatian No. 84 of Mouza - Chakmasur, J.L. No. 30, Touzi No. 151, Police Station - Survey Park, formerly P.S. Purba Jadavpur, Kolkata, known as Premises No. 2127, Chakgaria, Assessee No.31-109-03-5430-8 from Sri Binoy Bhushan Basu for a valuable consideration as morefully mentioned therein.

AND WHEREAS thereafter the present **OWNER** has recorded her name in the record of the Ld. B.L. & L.R.O., Kasba in respect of her total purchased land in Mouza -

Chakmasur, J.L. No. 30, comprising in R.S. Dag No. 48/108 measuring land area of 1 (One) Cottah 8 (Eight) Chittacks and in R.S. Dag No. 47/109 measuring land area of 3 (Three) Cottahs 6 (Six) Chittacks both under of R.S. Khatian No. 84 in Mutation Case No. 457/15 and has being paying the land taxes to the authority concerned.

AND WHEREAS subsequently the present **OWNER** has recorded her name in the record of The Kolkata Municipal Corporation known as Premises No. 2127/1, Chakgaria, Assessee No. 31-109-03-6931-1, Kolkata - 700 075 in respect of land area 2 (Two) Cottahs 2 (Two) Chittacks and known as Premises No. 2127, Chakgaria, Assessee No.31-109-03-5430-8, Kolkata - 700 075 in respect of land area 2 (Two) Cottahs 12 (Twelve) Chittacks and as both the lands are situated adjacent to each other the present **OWNER** herein is now enjoying and possessing the total land in a single unit measuring total land area of 4 (Four) Cottahs 14 (Fourteen) Chittacks more or less by amalgamating the same before the K.M.C. and now the entire property is known and numbered as K.M.C. Premises No. 2127, Chakgaria, being Assessee No.31-109-03-5430-8, Kolkata - 700 075.

AND WHEREAS the present **OWNER** herein is now the absolute owner and is seized and possessed of All That land measuring an area of 4 (Four) Cottahs 14 (Fourteen) Chittacks together with a tile shed measuring an area of 300 (Three hundred) Sq.ft. and the said land has been more fully described in the **SCHEDULE "A"** hereunder written.

AND WHEREAS being desirous of the promotion work of her said premises the **OWNER** entered into a registered Development Agreement dated 24.04.2017, registered in the office of District Sub-Registrar - V, Alipore, South 24-Parganas and recorded into Book No.1, Volume No. 1630 -2017, Pages from 35438 to 35466 , Deed No. 163001208 for the year 2017 with the **DEVELOPER**, the party of the **THIRD PART** herein and also given a registered Development Power of Attorney dated 24.04.2017, registered in the office of District Sub-Registrar - V, Alipore, South 24-Parganas and recorded into Book No.1, Volume No. 1630-2017, Pages from 35438 to 35466, Being No. 163001210 for the year 2017 as mentioned above for making the construction.

AND WHEREAS accordingly the **DEVELOPER** has sanctioned a Ground plus Three Storied Building plan with Lift facility vide sanctioned Building Permit No. 2020120330 dated 15.01.2021 and subsequently sanctioned partly Ground Plus Four storied building plan as per prevailing building Rules of KMC vide sanctioned Building Permit No. 2023120011 dated 11.04.2023 from the K.M.C. Borough Office – XII and now the

DEVELOPER has developed the entire premises through his Developer-Firm namely **MESSRS BASBHUMI** and erected the building thereon as per sanctioned building plan. After getting the new sanctioned building plan both the **OWNER** and the **DEVELOPER** has entered into a Supplementary Agreement dated 31.07.2023 for proper distribution and demarcation of both the Allocations of the **OWNER** and the **DEVELOPER**.

AND WHEREAS the **DEVELOPER** herein completed the entire partly Ground plus three storied/ Partly Ground plus Four Storied building with Lift facility in the said **K.M.C. Premises No. 2127, Chakgaria**, being Assessee No.31-109-03-5430-8, within the limits of The Kolkata Municipal Corporation, Ward No.109, under presently P.S. Survey Park (formerly P.S. Purba Jadavpur), Kolkata – 700075, District - South 24-Parganas, as per said sanctioned Building Plan, sanctioned by The Kolkata Municipal Corporation Borough Office No. XII and thereafter the **DEVELOPER** has handed over the **Owner's Allocated portion** in terms of the said registered Development Agreement dated 24.04.2017 and thereafter Supplementary Agreement dated 31.07.2023 and the Shop Room No. 1 which is hereby being sold in favour of the **PURCHASER** is off **DEVELOPER'S ALLOCATION** and the **DEVELOPER** has received the entire consideration sum.

AND WHEREAS the **OWNER** and the **VENDOR/DEVELOPER** declared to sell and convey the _____ with shutter finish situated on the _____, _____ of the said Ground Plus Four storied building measuring super built up area of _____ (_____) **Sq.ft. more or less** from the **DEVELOPER'S ALLOCATION** and the **PURCHASER** agreed to purchase the said _____ with shutter finish situated on the _____ of the said Ground Plus Four storied building measuring super built up area of _____ (_____) **Sq.ft. more or less** being part of **K.M.C. Premises No. 2127, Chakgaria**, within the limits of The Kolkata Municipal Corporation, Ward No.109, under presently P.S. Survey Park (formerly P.S. Purba Jadavpur), Kolkata – 700075, District - South 24-Parganas, togetherwith undivided, proportionate indivisible share of land and also together with all common rights and facilities as described in the **SCHEDULE "A", "B" and "C"** herein below for the total consideration price of the said _____ (**Rupees** _____) **only** free from all encumbrances and liabilities.

AND WHEREAS the **OWNER** and the **VENDOR/DEVELOPER** entered into a verbal Agreement for Sale with the **PURCHASER** herein and the **OWNER** and the **DEVELOPER** have agreed to hand over by way of Sale the said _____ with _____

shutter finish situated on the _____ of the said Ground
 Plus Four storied building measuring super built up area of _____ (
) **Sq.ft. more or less** as described in the **SCHEDULE 'B'** hereunder written together with
 right of use all common rights and common services and also togetherwith proportionate
 undivided share of said land as morefully described in the **SCHEDULE 'A' and 'C'** and the
 said _____ situated on the _____ of the building has been built up to
 enable them to acquire and possess the said **Shop Room** for a consolidated consideration
 price of **Rs. _____ (Rupees _____) only** payable to the
VENDOR/DEVELOPER only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said
 Agreement for Sale and in consideration of the said sum of **Rs. _____ (Rupees _____) only**
 of which the entire consideration money of the said _____ situated on
 the _____ of the building alongwith the proportionate share of land
 which morefully described in the **SCHEDULE 'B'** below for a sum of **Rs. _____ (Rupees _____) only**
 paid by the **PURCHASER** to the **DEVELOPER** on or
 before execution of this Deed on different dates as described in the Memo of
 Consideration of which receipts have been granted by the **DEVELOPER** totaling
(Rupees _____) only paid by the **PURCHASER** the receipt whereof
 the **DEVELOPER** hereby acknowledge and admit as per memo below and/or from the
 said and every part thereof truly acquit release and forever discharge the **PURCHASER**
 of all her liabilities thereof and the **OWNER** and the **DEVELOPER** as beneficial
 parties herein do hereby grant, convey, transfer, assigns, assure unto the said
PURCHASER free from all encumbrances **ALL THAT** the undivided proportionate
 share of interest in the said land morefully and more particularly described in the
SCHEDULE "A" hereunder written together with said _____ with shutter
 finish situated on the _____ of the said Ground Plus Four storied
 building measuring super built up area of _____ (
) **Sq.ft. more or less** and the said _____ is the part of **K.M.C. Premises No. 2127,**
Chakgaria, being Assessee No.31-109-03-5430-8, within the limits of The Kolkata
 Municipal Corporation, Ward No.109, under presently P.S. Survey Park (formerly P.S.
 Purba Jadavpur), Kolkata – 700075, Borough Office No. XII, District - South 24-
 Parganas together with right of use all common open areas and common services of the
 building and undivided proportionate share of land as mentioned in the **SCHEDULE 'B'**

and 'C' hereunder written **AND TO HAVE AND TO HOLD** the said with shutter finish situated on the _____ of the said Ground Plus Four storied building measuring super built up area of _____ (_____) **Sq.ft. more or less** along with undivided proportionate share of land together with the right of use the common space, common-land of the building and also together with common rights, water supply lines and other common paths and drains and sewerages, equipments and installation and fixtures and fittings and passages as mentioned in the **SCHEDULE - "B" and "C"** hereunder comprised and hereby granted, conveyed, transferred, assigned, assured and every part of parts thereof respective together with their and every or their respective rights and appurtenances whatsoever unto the said **PURCHASER** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER** with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the _____ beneficial use and enjoyment of the said situated on the _____ of the building together with all common rights and proportionate share of land morefully described in the **SCHEDULE "B" and "C"** hereunder written.

IT IS HEREBY AGREED BY AND BETWEEN THE OWNER, DEVELOPER AND PURCHASER as follows :-

1. That the **OWNER** hereby declares that the entire land of the Premises as described in the **SCHEDULE – A** below is free from all encumbrances. The **PURCHASER** herein is purchasing the said _____ situated on the _____ of the building as described in the **SCHEDULE - B** below togetherwith undivided proportionate share of land and also necessary easement rights thereto and such undivided proportionate share of land is being transferred by the **OWNER** herein and also by virtue of this Sale Deed the **PURCHASER** is now the owner of the said **SHOP ROOM** and also undivided proportionate share of land togetherwith easement rights thereto.
2. It shall be lawful for the **PURCHASER** from time to time and all times herein after to enter into and upon hold and enjoy the said _____ with shutter

finish situated on the _____ of the said Ground Plus Four storied building measuring super built up area of _____ (_____) **Sq.ft. more or less** including common areas and also together with proportionate share of land and the said _____ situated on the _____ of the building togetherwith right of use all common open places and other services of the building with stair-cases and other common parts and passage in the said building and every part thereof morefully described in the **SCHEDULE “B” and “C”** hereunder written and to receive the rents, issues and profits thereof and the **PURCHASER** has full power, right and authority to sell, transfer, mortgage, Gift, lease, dispose of the said **SHOP ROOM** without any interruption disturbances, claims or demands whatsoever from or by the **OWNER** and the **DEVELOPER** or any person or persons claiming through under or in the trust for her.

3. The **OWNER** and the **DEVELOPER** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASER** makes do acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said proportionate undivided share of land pertaining to the said situated on the _____ of the building togetherwith other common open parts and services, paths and passages respectively and every part thereof being part of **K.M.C. Premises No. 2127, Chakgaria**, within the limits of The Kolkata Municipal Corporation, Ward No.109, under presently P.S. Survey Park (formerly P.S. Purba Jadavpur), Kolkata – 700075, District - South 24-Parganas, unto the **PURCHASER** in the manner aforesaid as shall or may be reasonably required.
4. The **PURCHASER** shall be entitled to all rights privilege vertical and lateral supports easements quasi-easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said _____ situated on the _____ of the building.

5. The **PURCHASER** shall be entitled to the right of access in common with the **DEVELOPER/ OWNER** and/or other Occupiers of the said building at the times and for all normal purposes connected with the use and enjoyment of the said building.
6. The **PURCHASER** and her agent and nominee shall be entitled to the right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment as the said _____ situated on the _____ of the building comprised with the said building and premises or passages and the **PURCHASER** and/or servants, nominees, employees invitees shall not obstruct other flat Owners of the building in any way by parking vehicles, deposit of materials or rubbish.
7. The **PURCHASER** shall have the right of protection of the said _____ to be kept safe and perfect of all portions of the said _____ situated on the _____ of the building togetherwith proportionate share of land alongwith common rights as mentioned herein.
8. The **PURCHASER** shall also be entitled to the right for passage in common as aforesaid for taking gas, electricity, broadband, DTH, telephone to the said **SHOP ROOM** through pipes, drains, wires and common spaces lying or being in under through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said Flat for the purpose whatsoever.
9. The **PURCHASER** shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such pipes, drains and common spaces as aforesaid and for the purpose of building repair or cleaning of the said _____ situated on the _____ of the building.
10. So long as the said _____ situated on the _____ of the building alongwith all common rights and common expenses as described in the **SCHEDULE "B", "C" and "D"** hereunder written shall not be separately assessed the said **PURCHASER** shall pay (from the date of execution of the Deed of Conveyance and/or occupations taken by the **PURCHASER** whichever date is

earlier) the proportionate share of maintenance of the building to the association of flat Owners and also Municipal taxes as per apportionment to the extent of the

11. The **PURCHASER** shall pay all taxes, rates impositions and other outgoings in respect of the said _____ proportionately as may be imposed by The Kolkata Municipal Corporation, and or State Government and shall pay all such betterment fees or development charges or any other taxes or payment of similar nature. The **PURCHASER** shall have right to fix up sign board for the said Shop Room and run her business therein after taking trade license from the K.M.C. as per her requirement.
12. The **PURCHASER** shall pay the proportionate cost of building maintenance and taxes, repairing cost etc., as common expenses as mentioned in the **SCHEDULE 'D'** hereunder written as per discussion of the association of flat Owners, if it is formed.
13. The **PURCHASER** shall maintain the said _____ situated on the _____ of the building at her own cost in the same good condition (reasonables wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the government both Central and State. The Kolkata Municipal Corporation and/or any other Authorities and Local Bodies. The **PURCHASER** shall abide by rules and by laws of the association of the flat owners if it is formed.
14. The said **PURCHASER** shall maintain her said _____ inner walls, and other fittings, fixture and appurtenances belonging thereto in good working order and conditions.
15. That the said **PURCHASER** shall not make any such construction of structural alteration of the outer portion of the building causing any damages to other flats or obstruction to other Owners of the flats of the building.
16. The said **PURCHASER** shall at her own costs and expenses fix up separate meter connection or meters for the said _____ for electricity power to be consumed in the said _____ by the **PURCHASER** and the **PURCHASER** shall pay all rates and taxes which may be imposed by the proper authority in connection with her said _____. The **PURCHASER** shall be entitled

to make such interior decoration in her _____ for her necessities like racks, and storage space, etc. without causing any damages to the building.

17. The _____ shall have full right and authority to sell, transfer, gift, convey, mortgage, charges, lease of in any encumber deal, with or dispose of her said and/or her possession or to assign or to let out full or part with her interest possession benefit of her said _____ togetherwith or any part thereof.
18. The **PURCHASER** shall not use or caused to be used the said _____ in such manner which may likely to cause nuisance or annoyance to the occupants of other flats of the said building not shall use the same for any illegal or immoral purposes.
19. The said **PURCHASER** shall not bring keep or store in or any part of the said **SHOP ROOM** any inflammable combustible substance articles things likely to injure, damage or prejudicially affect the said _____ or any part thereof. The **PURCHASER** shall have right to keep their business goods in her _____ for the business purpose to be done in accordance with law.
20. The **PURCHASER** hereby declares and confirms that she is well aware of the location that the said commercial _____ which she is purchasing is shown in the annexed Plan by Red border line and this shall be treated as the part of this Deed of Conveyance.
21. The **PURCHASER** shall have to pay the necessary proportionate monthly maintenance and proportionate taxes of her portion immediate after taking over possession thereto. The said charges, maintenance etc. shall be fixed up and decided by the association of the Flat Owners of the building to be formed later on. The **PURCHASER** hereby declares and confirms that she has already received the physical possession of the said _____ from the **DEVELOPER** with full satisfaction as regards the area and construction of the said building as demanded by them and also title of the land and building and premises.

AND FURTHERMORE that the **OWNER** and the **VENDOR/DEVELOPER** and all their heirs, executors and administrators, representatives shall at all times hereinafter indemnify and keep indemnified the **PURCHASER** and her heirs and executors, administrators and assigns, against loss, damages, costs, charges,

expenses, if it is suffered by reasons of any defect in the title of the **PURCHASER** by the **VENDOR** or any breach of the covenants hereafter contained. Simultaneously, the execution and registration of the conveyance of the said the **OWNER** and the **DEVELOPER** have handed over the **PURCHASER** the necessary Xerox copies of document such as The Kolkata Municipal Corporation Tax Receipts, copy of the sanctioned building plan, copies of all other deeds and papers etc., for perfection of the **PURCHASER'S** Title.

IT IS FURTHER noted that after registration if any error is found, the same shall be amended and/or rectified by a registered Deed of Declaration or Deed of Rectification at the cost of the **PURCHASER**.

SCHEDULE "A" REFERRED TO ABOVE
(DESCRIPTION OF ENTIRE LAND AND BUILDING)

ALL THAT piece and parcel of land measuring more or less 4 (Four) Cottahs 14 (Fourteen) Chittacks whereon a Partly Ground plus Three & Partly Ground plus Four Storied building with Lift facility is being erected as per sanctioned building Plan vide sanctioned Building Permit No. 202012033 0 dated 15.01.2021 and thereafter sanctioned Building Permit No. 2023120011 dated 11.04.2023 duly sanctioned by The Kolkata Municipal Corporation, Borough Office No. XII & also to be revised under Circular IV, comprising in R.S. Dag No. 47/109, under Khatian No. 24 measuring land area 3 (Three) Cottahs 6 (Six) Chittacks and also land area measuring 1 (One) Cottah 8 (Eight) Chittacks more or less in R.S. Dag No. 48/108, under Khatian No. 84, i.e. total land area measuring 4 (Four) Cottahs 14 (Fourteen) Chittacks, within Mouza - Chakmasur, J.L. No. 30, Touzi No. 151, under Ward No. 109 of The Kolkata Municipal Corporation, known as K.M.C. Premises No. 2127, Chakgaria, (Zone - Chakgaria -- Rest), Assessee No.31-109-03-5430-8, under P.S. Survey Park, Kolkata – 700075, District - South 24-Parganas and the entire property is butted and bounded by:

ON THE NORTH : 26'-0" wide K.M.C. Road;

ON THE SOUTH : Vacant Land / Part of R.S. Dag No. 47 & 48;

ON THE EAST : House of Krishna Dasi and 13'-0" wide K.M.C. Road;

ON THE WEST : House of Surela Ghosh/ Part of R.S. Dag No. 47 &⁴⁷/109.

SCHEDULE "B" REFERRED TO ABOVE
(DESCRIPTION OF SHOP ROOM WHICH IS HEREBY BEING
TRANSFERRED)

ALL THAT one _____ with shutter finish situated on the _____ of the said Ground Plus Four storied building measuring super built up area of (_____) Sq.ft. more or less 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 _____ is situated within presently P.S. Survey Park (formerly P.S. Purba Jadavpur), under The Kolkata Municipal Corporation **Ward No.109**, being part of **K.M.C. Premises No. 2127, Chakgaria**, Kolkata – 700075, District - South 24-Parganas, as described in the SCHEDULE "A" above and the said _____ is shown in the annexed plan and marked by _____ border line, which shall be treated as part and parcel of these presents in all future references.

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

1. Land and open space situated between boundary Wall and Premises.
2. Electrical common fittings, fixtures and wiring of the building.
3. Main gate and entrance of the building for egress and ingress.
4. Care taker's room on the Ground floor and common toilet on the ground floor, boundary wall of the Premises and iron gates of the boundary wall.
5. Electric meter space and main common electric meter and common meter box and all electrical fittings.
6. Septic tank and all drainage and sewerage connections.
7. K.M.C. water and water connection and all water lines on the Ground Floor of the building.
8. All electric wiring and fittings and its connection on the Ground Floor of the building.

9. Common gate and boundary wall of the Premises.
10. All easement rights and liberties and foundations, beams and columns and super structure of the existing building.
11. Roof can be used for only installing any dish antenna.

SCHEDULE "D" ABOVE REFERRED
(COMMON EXPENSES TOWARDS PROPORTIONATE
AREA OF OWNERSHIP)

1. All cost of maintenance, operating, replacing, white-washing, painting, and lighting the common parts and also the other parts of the said building.
2. All charges and deposit for supplies of common utilities, salary of the security guard, sweeper and other incidental cost.
3. The Kolkata Municipal Corporation taxes and other outgoings save those as are separately assessed on the respective unit.
4. Costs and charges of establishment for maintenance of the said building.
5. All litigation expenses for protecting the title of the said land and building.

SCHEDULE – 'E' ABOVE REFERRED TO
(RESTRICTIONS TO BE OBSERVED BY THE PURCHASER DURING USE THE
SAID SHOP IN THE BUILDING)

1. The Purchaser shall not store in the said Shop Room any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
2. The Purchaser shall not decorate the exterior of the said building except their Sign Board for the shop otherwise than in a manner agreed by the Developer or in a manner as near as may be in which the same was previously decorated.
3. In no event the Purchaser shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.

4. The Purchaser shall permit the Developer and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Shop or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Owner to the Purchaser.
5. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
6. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof and/or ground floor.
7. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
8. Not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the lounge or any external walls of the said Shop which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Developer affect the elevation in respect of the exterior walls of the said buildings.
9. Not to use the car parking space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars and not to park car on the pathway or open spaces of the building or at any other place except the space allotted to her (Purchaser), and shall use the pathways as would be decided by the Owner.
10. Not to commit or permit to be thrown any waste or to remove or after the exterior to the said building in any manner whatsoever.
11. Not to install any generator without permission in writing of the Owner.
12. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance to the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons in the common areas

nor to make any noises in the said building and the Premises including the said Shop Room that may cause inconvenience to the occupiers of the building.

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

SIGNED AND DELIVERED by the within the names **PARTIES** at Kolkata in the presence of:

1.

SIGNATURE OF THE OWNER

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE
VENDOR/DEVELOPER

Read over, explained in Vernacular to the Parties and admitted to be correct and as per the instructions given by the parties, drafted by me and prepared in my chamber.

(DEBES KUMAR MISRA)
ADVOCATE [Enrollment No.F/364/329/1989]
HIGH COURT, CALCUTTA
Resi-cum-Chamber :69/1, Baghajatin
Place, Kolkata-700086

MOB. 9830236148 (D.K.M.),
9051446430 (Somesh),
9836115120 (Tapesh)

MEMO OF CONSIDERATION

RECEIVED of and from the within mentioned **PURCHASER** the full consolidated consideration sum of **Rs. _____ /- (Rupees _____) only** against the within mentioned _____ situated on the _____ of the building being part of **K.M.C. Premises No. 2127, Chakgaria**, within No.109, under presently P.S. Survey Park (formerly P.S. Purba Jadavpur), Kolkata – 700075, District - South 24-Parganas, in the manner following :-

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

Rs.

(Total Rupees Fifteen Lakh only)

WITNESSES :

1.

For BASBHUMI -

D. Chatterjee

Proprietor

SIGNATURE OF THE
VENDOR/DEVELOPER

2.

