

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this day of
..... Two Thousand Twenty Four (2024);

BETWEEN

(1) **SMT. DEVI CHOUDHURI (PAN: AOZPC2411A)**, wife of Sri Alok Choudhuri, by Nationality – Indian, by occupation – Business, residing at 42, Hospital Link Road, Eastern Park, P.O. - Santoshpur, Police Station – Survey Park, Kolkata–700 075, (2) **SRI TAPAS KHAN (PAN : AXIPK5356Q)**, Aadhaar: 6373 0841 2794, son of Late Sufal Chandra Khan, by Nationality – Indian, by occupation – Business, residing at 18/2 Kalikapur, P.O. – Kalikapur, Police Station – Survey Park, Kolkata–700099 and (3) **SMT. SAMPA BASU (PAN: AZFPB9465L)**, wife of Sri Debaprasun Basu, by Nationality – Indian, by occupation – Business, residing at 15, Jadavpur East Road, P.O. – Jadavpur University, Police Station – Jadavpur, Kolkata–700032, hereinafter collectively called and referred to as the “**VENDORS**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators and legal representatives and assigns) of the **THIRD PART**. Being represented by their Constituted Attorney unto and in favour of **SRI ALOK CHOUDHURI (PAN:ACMPC9288Q)** son of Late Anil Kumar Chowdhury, by faith – Hindu, by occupation – Business, residing at 42, Hospital Link Road, Eastern Park, Santoshpur, Police Station – Survey Park, Kolkata– 700075, one of the Partner of “**NIRMAN**” (PAN: AATFN9789L) a Partnership Firm having its registered office at 72/1B Barakhola, Police Station –Survey Park, Kolkata– 700099, by virtue of a Development Power of Attorney dated 19.11.2022, registered in the office of D.S.R.-IV, Alipore, 24 Parganas (South) and recorded in Book No. I, Volume No. 1604-2022, page from 393042 to 303072, Being No.160413252 for the year 2022.

AND

SRI/SMT. _____ (PAN: _____), Aadhaar: _____, son/wife of Sri/Late _____, by faith – Hindu, by occupation- Service/Business/House wife, Nationality - Indian, residing at _____, P.O.- _____, Police Station - _____, District - _____, Pin- _____, hereinafter referred to as the “**PURCHASER**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, successors, administrators and legal representatives and assigns) of the **SECOND PART**.

AND

“**NIRMAN**” (PAN:AATFN9789L) a Partnership Firm having its registered office at 72/1B, Barakhola, Police Station – Survey Park, P.O. – Kalikapur, Kolkata – 700099,

being represented by its Partners namely (1) **SRI ALOK CHOUDHURI (PAN: ACMPC9288Q, Aadhaar: 6106 9084 0389)** son of Late Anil Kumar Chowdhury, by faith – Hindu, by occupation – Business, Nationality – Indian, residing at 42, Hospital Link Road, Eastern Park, P.O. -Santoshpur, Police Station – Survey Park, Kolkata – 700075 and (2) **SRI TAPAS KHAN (PAN: AXIPK5356Q, Aadhaar: 6373 0841 2794)** son of Late Sufal Chandra Khan, by faith – Hindu, by occupation – Business, Nationality – Indian, residing at 18/2 Kalikapur, P.O. – Kalikapur, Police Station – Survey Park, Kolkata – 700099, hereinafter jointly referred to as the “**DEVELOPERS**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs of the partners, executors, successors-in-interest and assigns) of the **THIRD PART**.

WHEREAS Sri Satyendra Mitra, since deceased and others, became the joint owners of some landed property total measuring about 60 Bigha more or less, lying and situated in Mouza – Kalikapur, J.L. No.20, Touzi No.3/4/5/12, Pargana – Khaspur, Police Station formerly Tollygunge now Purba Jadavpur, comprising Khatian No.356, and also other Dag and Khatian, Sub-Registry Office Alipore, within the limits of the Kolkata Municipal Corporation, District 24 Parganas and jointly seized and possessed of the same by paying rates and taxes regularly.

AND WHEREAS said Sri Satyendra Mitra, since deceased and others sold conveyed and transferred their eastern portion of land measuring about 10 Bigha more or less, lying and situated in Mouza – Kalikapur, J.L. No.20, Touzi No.3/4/5/12, Pargana – Khaspur, Police Station formerly Tollygunge now Purba Jadavpur, comprising Khatian No.356, under Dag No.436, Sub-Registry Office Alipore, within the limits of the Kolkata Municipal Corporation, District 24 Parganas to and in favour of Sri Kartick Chandra Paik, since deceased son of Sri Haran Chandra Paik, since deceased by virtue of a Deed of Conveyance registered in the office of District Registry Office at Alipore, District 24 Parganas, and recorded in Book No.I, Being No.1409 for the year 1970.

AND WHEREAS by virtue of the said Deed of Conveyance Sri Kartick Chandra Paik, since deceased became the sole owner of the said property and recorded his name in the records of the B.L. & L.R.O. and absolutely seized and possessed of the same.

AND WHEREAS to sell the said property Sri Kartick Chandra Paik, since deceased divided his entire property in separate scheme plots by showing common passage on his said plot of land.

AND WHEREAS by virtue of a Deed of Conveyance executed by Sri Kartick Chandra Paik, therein referred to as the Vendor of the One Part and Sri Sukhendu Bikash Dey son of Sri Barada Kumar Dey, therein referred to as the Purchaser of the Other Part whereby and where under the Vendor therein, sold, conveyed and transferred his Scheme Plot No.P-47, measuring about 5 Cottah 12 chittacks and 20 sq.ft. be the same a little more or less, lying and situated in Mouza – Kalikapur, J.L. No.20, Touzi No.3/4/5/12, Pargana – Khaspur, R.S. Dag No.356/406, Police Station formerly Tollygunge now Purba Jadavpur, comprising Khatian No.356, Sub-Registry Office Alipore, within the limits of the Kolkata Municipal Corporation, District 24 Parganas to and in favour of the said Sri Sukhendu Bikash Dey and the said Deed of Conveyance was registered in the office of District Registry Office Alipore, 24 Parganas and recorded in book No.I, Volume No.31, pages from 126 to 131, Being No.1191 for the year 1973.

AND WHEREAS by virtue of the said Deed Sri Sukhendu Bikash Dey, became the sole and absolute owner in respect of the said property measuring about 5 Cottah 12 chittacks and 20 sq.ft. be the same a little more or less, being Scheme Plot No.P-47, lying and situated in Mouza–Kalikapur, J.L. No.20, Touzi No.3/4/5/12, Pargana – Khaspur, R.S. Dag No.356/406, Police Station formerly Tollygunge now Purba Jadavpur, comprising Khatian No.356, Sub-Registry Office Alipore, within the limits of the Kolkata Municipal Corporation, District 24 Parganas now 24 Parganas (South), by mutating his name in the records of the B.L. & L.R.O. and absolutely seized and possessed of the same by paying rents regularly.

AND WHEREAS while seized and possessed of the said property said Sri Sukhendu Bikash Dey sold, conveyed and transferred his entire property measuring about 5 Cottah 12 chittacks and 20 sq.ft. be the same a little more or less, being Scheme Plot No.P-47, lying and situated in Mouza – Kalikapur, J.L. No.20, Touzi No.3/4/5/12, Pargana – Khaspur, R.S. Dag No.356/406, Police Station formerly Tollygunge now Purba Jadavpur, comprising Khatian No.356, Sub-Registry Office Alipore, within the limits of the Kolkata Municipal Corporation, District 24 Parganas (South), to and in

favour of Dr. Juthika Ray alias Dr. Juthika Sarkar, by virtue of a Bengali Sale Deed registered in the office of District Registry Office Alipore, 24 Parganas and recorded in book No.I, Volume No.130, pages from 34 to 41, Being No.6859 for the year 1993.

AND WHEREAS *for the development of the adjacent road said Dr. Juthika Ray alias Dr. Juthika Sarkar, gave up a portion of land measuring about 1 cottah 7 chittacks 20.82 sq.ft. to the K.M.C. and the remaining land measuring about 04 Cottahs 04 chittacks 44.18 sq.ft. absolutely seized and possessed by constructing single storied kancha structure measuring about 100 sq.ft. more or less.*

AND WHEREAS *while seized and possessed of the said property, Dr. Juthika Ray Alias Dr. Juthika Sarkar, the Vendor therein, sold, conveyed, transferred ALL THAT piece and parcel of land measuring an area of 4 (four) Cottahs 4 (four) chittacks 44.18 (forty four point one eight) sq.ft. be the same a little more or less, together with kancha single storied structure measuring about 100 sq.ft. more or less, being Scheme Plot No.P-47, lying and situated in Mouza – Kalikapur, J.L. No.20, Touzi No.3/4/5/12, Pargana – Khaspur, Police Station formerly Tollygunge now Purba Jadavpur, comprised in R.S. Dag No.356/406, Khatian No.356, Sub-Registry Office Alipore, within the limits of the Kolkata Municipal Corporation, District 24 Parganas now 24 Parganas (South), together with right to pass and repass through over and under the common passage/road along with all rights, easements, appurtenances privileges and benefits attached to the said property, to and in favour of Smt. Devi Choudhuri, Sri Tapas Khan and Smt. Sampa Basu, the Purchaser therein by virtue of a Deed of Conveyance dated 11th December, 2019, registered in the office of A.D.S.R. Sealdah, 24 Parganas (South) and recorded in Book No.I, Volume No.1606-2019, page from 183050 to 183079, Being No.160604857 for the year 2019.*

AND WHEREAS *by virtue of aforesaid registered Deed of Conveyance said Smt. Devi Choudhuri, Sri Tapas Khan and Smt. Sampa Basu, the Owners herein, became the joint Owners of the said land measuring an area of 4 (four) Cottahs 4 (four) chittacks 44.18 (forty four point one eight) sq.ft. be the same a little more or less, together with kancha single storied structure measuring about 100 sq.ft. more or less, along with easement, right, title, interest, possession and profits thereon with all ingress and egress rights, being Scheme Plot No.P-47, lying and situated in Mouza – Kalikapur, J.L. No.20, Touzi No.3/4/5/12, Pargana – Khaspur, Police Station formerly Tollygunge now*

Purba Jadavpur, comprised in R.S. Dag No.356/406, Khatian No.356, Sub-Registry Office Alipore, within the limits of the Kolkata Municipal Corporation, District 24 Parganas now 24 Parganas (South), by mutating their names in the records of the Kolkata Municipal Corporation, Ward No.109 and the said property known and numbered as Premises No.1509, Kalikapur, (Mailing Address P-47, Purbalok), Kolkata – 700099, under Assessee No.31-109-06-7010-8 and jointly seized, possessed, occupied of or otherwise well and sufficiently entitled to the such landed property free from all sorts of encumbrances, liens, lispedens, charges, mortgages, attachments, whatsoever, morefully described in the FIRST SCHEDULE hereunder written.

AND WHEREAS *the said Smt. Devi Choudhuri, Sri Tapas Khan and Smt. Sampa Basu, the Vendors herein, are desirous to construct a G+III storied building but due to shortage of fund and lack in experience to raise such building on the said plot of land measuring an area of 4 (four) Cottahs 4 (four) chittacks 44.18 (forty four point one eight) sq.ft. be the same a little more or less, together with kancha single storied structure measuring about 100 sq.ft. more or less, along with easement, right, title, interest, possession and profits thereon with all ingress and egress rights, being Scheme Plot No.P-47, lying and situated in Mouza – Kalikapur, J.L. No.20, Touzi No.3/4/5/12, Pargana – Khaspur, Police Station formerly Tollygunge now Purba Jadavpur, comprised in R.S. Dag No.356/406, Khatian No.356, Sub-Registry Office Alipore, within the limits of the Kolkata Municipal Corporation, being Premises No.1509, Kalikapur, (Mailing Address P-47, Purbalok), Kolkata – 700099, under K.M.C. Ward No. 109, District 24 Parganas (South), more-fully described in the FIRST SCHEDULE hereunder written and as such they looking for Investor/ developer who would agree to construct building on the said land and invest funds for completion of the said building according to the building plan prepared by the registered architect and duly sanctioned from the Kolkata Municipal Corporation vide Building Permit No. 2022120007 dated 05-04-2022 on the terms and conditions to be negotiated and settled between the Owners and the developer.*

AND WHEREAS *the Developer herein NIRMAN a Partnership Firm having its registered office at 216, Kalikapur, Police Station – Garfa, Kolkata-700078, have come forward and agreed/affirmed to collaborate with the Owners in the matter of construction of a building according to FAR to be available on the said land on the*

terms and conditions hereunder set forth which both the parties found acceptable to themselves.

AND WHEREAS *after proactive discussions between the said Smt. Devi Choudhuri, Sri Tapas Khan and Smt. Sampa Basu, the Owners herein and the Developer namely NIRMAN, both the parties herein agreed to develop the said property being Premises No.1509, Kalikapur, (Mailing Address P-47, Purbalok), Kolkata – 700099, under K.M.C. Ward No. 109, District 24 Parganas (South), more-fully described in the FIRST SCHEDULE hereunder written, by constructing G+III storied building thereon consisting of several independent flats, car parking spaces and other spaces thereon as per building plan sanctioned by the Kolkata Municipal Corporation and for which they entered into a Joint Venture Agreement with Power of Attorney dated 19.11.2022, registered in the office of D.S.R.-IV, Alipore, 24 Parganas (South) and recorded in Book No. I, Volume No. 1604-2022, page from 393042 to 303072, Being No. 160413252 for the year 2022 on the terms and conditions stated therein*

AND WHEREAS *in terms of the said regd. Joint Development Agreement with Power of Attorney the Developer prepared building plan through the registered Architect and obtained Sanction building Plan from the Kolkata Municipal Corporation vide building Plan No. 2022120007 dated 05.04.2022, Borough No. XII for construction of the G+III storied building at the said Premises being No.1509, Kalikapur, (Mailing Address P-47, Purbalok), Kolkata – 700099, under K.M.C. Ward No.109, District 24 Parganas (South), consisting of several independent flats and car parking spaces thereon.*

AND WHEREAS *in terms of the registered Joint Development Agreement with Power of Attorney the Developer started the construction and almost completed the construction work of the said G+III storied building at the said Premises being No.1509, Kalikapur, (Mailing Address P-47, Purbalok), Kolkata – 700099, under K.M.C. Ward No. 109, District 24 Parganas (South).*

AND WHEREAS *in terms of the said registered Joint Development Agreement with Power of Attorney the Developer has authority to enter into any agreement for sale of the flat and Car-parking space of the said G+III storied building from its allocation at the said Premises being No.1509, Kalikapur, (Mailing Address P-47, Purbalok), Kolkata – 700099, under K.M.C. Ward No. 109, District 24 Parganas (South) with the*

intending Purchaser in respect of Developer's allocation and to receive advance/earnest money therefrom.

AND WHEREAS the Developer announced to sell its allocated flats and car parking spaces of the proposed G+III storied building in mean time the Purchaser herein after scrutiny of all the papers and documents, title deeds, sanctioned building plan etc. and being satisfied have offered the Developer to purchase one self contained Flat being **Flat No.** "_____" situated in the _____ **side** on the _____ **Floor**, **measuring about** _____ **sq.ft.** Super built up area, consisting of _____ bed room, _____ living cum dining, _____ Kitchen, _____ toilets, _____ varandah and _____ **Car Parking Space** at the **Ground Floor**, measuring about _____ **sq. ft.** more or less of the said G+ Three storied building together with undivided impartible proportionate share or interest in the land appurtenant thereto and user right of all common area, facilities amenities and benefits attached thereto of the said Premises being No.1509, Kalikapur, (Mailing Address P-47, Purbalok), Police Station – Survey Park, Kolkata – 700099, under K.M.C. Ward No.109, District 24 Pargana (South), morefully described in the **SECOND SCHEDULE** hereunder written and the Developer have agreed to sell the said Flat and Car Parking Space from the Developer's allocation to the Purchaser at and for the total consideration of _____/- (**Rupees** _____) **only** free from all encumbrances and the Purchaser herein has agreed to purchase the same at the said consideration and for which they entered into an agreement for sale on _____ on the terms and conditions stated therein.

AND WHEREAS subsequently the Developer herein completed the construction of the said G+III storied building as per sanction building plan consisting of several independent Flats, car parking space and other spaces in habitable condition of the said Premises being K.M.C. Premises No.1509, Kalikapur, (Mailing Address P-47, Purbalok), Police Station – Survey Park, Kolkata – 700099, under K.M.C. Ward No.109, District 24 Pargana (South) and in terms of the said regd. Development Agreement the Developer delivered the possession of flats on the different floors as owner's allocation and remaining constructed area of the said building received by the Developer as Developer's allocation.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said consideration of the said sum of _____/- (**Rupees** _____) **only** paid by the Purchasers to the Developer on or before the execution of these presents the receipts whereof the Developer doth hereby admit and acknowledge the same and the Vendors/ Developer hereby sell, transfer, convey assign and assure unto and in favour of the Purchasers free from all encumbrances and liabilities whatsoever **ALL THAT** the said **Flat No.**“_____” situated in the _____ **side** on the _____ **Floor, measuring about** _____ **sq.ft.** Super built up area, consisting of _____ bed room, ____ living cum dining, _____ Kitchen, ____ toilets, _____ varandah and _____ **Car Parking Space** at the **Ground Floor**, measuring about _____ **sq. ft.** more or less of the said G+ Three storied building of the said Premises being No.1509, Kalikapur, (Mailing Address P-47, Purbalok), Police Station – Survey Park, Kolkata – 700099, under K.M.C. Ward No.109, District 24 Pargana (South), more-fully described in the **SECOND SCHEDULE** hereunder written together with undivided proportionate share or interest in the land and common user rights and facilities at the said premises being No.1509, Kalikapur, (Mailing Address P-47, Purbalok), Police Station – Survey Park, Kolkata – 700099, under K.M.C. Ward No.109, District 24 Pargana (South), more-fully described in the **FIRST SCHEDULE** hereunder written and the proportionate undivided share of interest in the common areas and facilities of and in the said entrance, common passage, staircase, drains, sewers, water pipes, roof of the building and all other fixtures and equipments of common utilities and common path and passages appertaining to the said building more-fully described in the **THIRD SCHEDULE** hereunder written and the reversions or remainders issues and profits of and in the appurtenant thereto **ALL THAT** the estate, right, title, interest claim and demand whatsoever both at law and in equity of the Vendors/Developer into and upon the said flat and the properties appurtenant thereto hereby granted, sold, transferred, assigned and assured or expressed or intended **AND TO HAVE AND TO HOLD OWN AND POSSESS** the said Flat No.“06” situate in the **North-West side** on the **Third Floor and Car Parking Space at the Ground Floor** so to be unto and to the use of the Purchasers absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner or condition use trust or other things whatsoever to alter defect encumbrances made void and the same and the Vendors/ Developers doth hereby covenant with the Purchasers that notwithstanding any act deed, matter assurance of this whatsoever by the

*Vendors/Developer made done executed occasioned or suffered to be contrary the Vendors/Developer are now lawfully rightfully and absolutely seized and possess or to otherwise well and the sufficiently entitled to the said property hereby granted sold, transferred conveyed assured or expressed or intended so as to be unto and to the use of the Purchasers for as perfect and indefeasible estate of inheritance in fee simple and possession without any manner of hindrance lawful eviction interruption claimer demand whatsoever from or by the Vendors/ Developer or any person or persons lawfully or equitably claiming of to claim under or in trust for the vacant and that free and clear and freely and absolutely acquitted, exonerated or discharged or otherwise by the Vendors/ Developers well and sufficiently saved defend kept harmless and indemnified or from and against all and all manner of former or other estate encumbrances, claims, demand and charges liens, lispens, debts and attachments, whatsoever made done execute, occasioned or suffered by the Vendors/ Developer or any person or persons claiming or to claim through or in trust for the Vendors/Developer into and upon the said Flat and Car Parking Space hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intending to be unto and to the use of the Purchasers for a perfect and indefeasible estate or inheritance without any manner of condition use trust or other things whatsoever to alter defects encumber or make void and the same **AND NOTWITHSTANDING** whatsoever as aforesaid the Vendors/ Developers have good right full power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and Car Parking Space hereby granted sold transferred conveyed assigned and assured or expressed of intended so to be unto and the use of the Purchasers shall and may from time to time at all times hereafter peacefully and quietly possessed and enjoy the said property granted sold, transferred conveyed and assigned and assured and expressed or intended to be unto and to the use of the Purchasers in the manner aforesaid and received the rents issues and profit thereof without any lawful eviction interruption, claim or demand whatsoever from or by the Vendors/Developer or any person or persons lawfully and equitably claiming or to claim from under or in trust for the Vendors/ Developers and that free and clear and freely and clearly and absolutely acquitted exonerated discharged or otherwise by the Vendors/ Developer well and sufficiently saved defendant kept harmless and indemnified or and from and against all manner or further or other estate, rights, title, leases, mortgage, charge, trust, waif, debaters attachments execution lispens,*

*claims demand and encumbrance whatsoever made do occasioned or suffered by the Vendors/Developer or any person or persons lawfully or equitably claiming or to claim by from through and or in trust for the Vendors/Developer and that the Purchasers hereby covenant with the Vendors/ Developers that he/she/they will maintain the said Flat and Car Parking Space and shall keep the same in good condition so that it may not cause any damage and or prejudicially effect the other floors of the said building **AND THAT** he/she/they will and shall pay his/her/their share of rate and taxes proportionately relating to the said Flat and Car Parking Space being Premises being No.1509, Kalikapur, (Mailing Address P-47, Purbalok), Police Station – Survey Park, Kolkata – 700099, under K.M.C. Ward No.109, District 24 Pargana (South), more-fully described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** the Owner of the other flats of the said building till separation and mutations is effected in respect of the said flat and Car Parking Space separate assessment is made thereby and **THAT** and shall not injury cut damage any of the walls, roofs, common staircase, common passage and/or common sewers to as the cases damages to and that the Purchasers will and shall bear jointly with the other co-sharers as the case may be all costs for maintenance of the common staircase, common passages and common sewers, more-fully described in the **THIRD SCHEDULE** hereunder written and that the Vendors/ Developer and the Purchasers hereby agreed with each other that the Purchasers shall be entitled to apply for electric meter in his/her/their name at his/her/their costs and that the staircase shall be used by the Purchasers and or his/her/their men, agents, servant etc. commonly with other co-owners and occupiers of the building **AND THAT** the Vendors/ Developer shall render all possible help and co-operation to the Purchasers for installing separate electric meter in the name of the Purchasers and the Purchasers shall remain liable and covenants to pay the Municipal taxes and other outgoings payable in respect of the said Flat and Car Parking Space and that the Purchasers shall also be entitled to sell, lease, transfer, mortgage, gift or otherwise alienate the said Flat and Car Parking Space, hereby sold and conveyed and that the Purchasers shall become in respect of the soil and/or ground of the said building proportionately and the roof right will remain for common the Vendors/Developers shall give all facilities for water connection, drain connection to the Flat and Car Parking Space of the Purchasers subject to the provision contained in this deed and subject to the provision of law for the time being in force and the Purchasers shall be entitled to exclusive*

Ownership possession and enjoyment of the said Flat and Car Parking Space in the premises Purchased or acquired TOGETHER WITH all the benefits and facilities as herein provided by paying proportionate share of common expenses of the said building right to sell, transfer, gift, mortgage etc. with all the benefits and facilities as herein provided by paying proportionate share of common expenses, mentioned in FOURTH SCHEDULE hereunder written.

THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS/ DEVELOPERS AS FOLLOWS:

- a) *The Purchasers shall perform and observe the covenants and obligations required to be observed and performed and shall also pay costs, expenses and outgoings and obligations, more fully described in the FOURTH SCHEDULE hereunder written.*
- b) *The Purchasers shall at all times hereafter make payment of all corporation taxes and other rates, taxes impositions and outgoings arising from the date of this conveyance and/or from the date of handing over possession whichever is later and that may be imposed hereafter from time to time or become payable in respect of the said Flat and Car Parking Space.*
- c) *The Purchasers shall permit, if required the Owners of other flats /apartments and its surveyors or agents with or without workmen and others at all reasonable times on prior appointment to enter into and upon the said Flat and Car Parking Space for the purpose of repairing, making, reinstalling, rebuilding, cleaning, lighting and keeping in order and good condition and sewers, drains, pipes, cables, water courses, wires, structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down maintaining, repairing, restoring, testing, water pipes, electrical wires and cables for other similar purpose.*
- d) *The Purchasers shall keep the said Flat and Car Parking Space in good and substantial repair and condition to support and protect the other parts of the said building as he/she/they now enjoy.*
- e) *The Purchasers shall regularly and punctually pay the electricity charges on receipt of the bills as may be consumed in respect of the said Flat and Car*

Parking Space as may be shown recorded in the meter installed to record consumption of electricity at the said Flat and Car Parking Space.

- f) *The Purchasers agree to become a member of the Association of the flat Owners for administration and maintenance of common areas and facilities at the said building and further agree to sign and execute all papers, documents and applications, bye-laws, rules and regulations.*

AND THAT THE VENDORS/DEVELOPERS DO HEREBY AGREE AND DECLARE as follows:

1. *The Vendor/Developer and all person or persons lawfully or equitably claiming and estate, title, interest or inheritance into or upon the said Flat and Car Parking Space or unit or any part thereof hereby granted, transferred, sold, conveyed or intended so to be or any part thereof shall or will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute and cause to be executed or done all such further acts deed and things for further acts, deeds and things and more perfectly assuring the title of the said Flat and Car Parking Space or unit or every part thereof unto the Purchasers their heirs, executors, administrators, representatives and assigns in the manner aforesaid as may be reasonably required.*
2. *The Vendor/Developer declare that the said Premises No.1509, Kalikapur, (Mailing Address P-47, Purbalok), Police Station – Survey Park, Kolkata – 700099, under K.M.C. Ward No.109, District 24 Pargana (South), morefully described in the First Schedule hereunder written, has not yet been affected by any scheme of Acquisition or Requisition and the Vendors/Developer never received any Notice to that effect and the Vendors/ Developers declare that the said Flat and Car Parking Space or unit or any of its portion thereof is not effected by any order or attachment or injunction of any court or any other competent authority or authorities whatsoever.*
3. *That the Purchasers shall every right to mutatae his/her/their name and to get his/her/their flat and Car Parking Space separately assessed in the office of the Kolkata Municipal Corporation at their own costs and for the same the Vendors/*

Developers shall endorse and convey their consent or 'No-Objection', if required.

4. *That the Vendor/Developer shall co-operate with the Purchasers to arrange and install separate electric meter in the name of the Purchasers absolutely at his/her/their own cost from which the Purchasers shall enjoy the electric for his/her/their flat and car parking space.*
5. *That the Purchasers shall not be liable for payment of any arrear of taxes, dues, or outgoings prior to taking over the possession of the said flat and Car Parking Space hereby conveyed.*
6. *That the Purchasers shall have the right to use to commons with Vendors/ Developers the common areas and facilities together with common right mentioned in the Third Schedule below.*

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the entire Premises)

ALL THAT piece and parcel of land measuring about 4 (four) Cottahs 4 (four) chittacks 44.18 (forty four point one eight) sq.ft. together with proposed G+III storied building which under construction, lying and situate in Mouza – Kalikapur, J.L. No.21, R.S. Dag No.66, under R.S. Khatian No.12, within the limits of the Kolkata Municipal Corporation, being Premises No.1509, Kalikapur, (Mailing Address P-47, Purbalok), Police Station –Survey Park, Kolkata - 700099, under K.M.C. Ward No.109, under Assesses No.31-109-06-7010-8, District 24 Parganas (South), butted and bounded as follows:-

- ON THE NORTH*** : *By 17 ft. Road;*
- ON THE SOUTH*** : *By G + Three storied building, P-48;*
- ON THE EAST*** : *By Partly G + 3 storied and Partly G + 4 storied building;*
- ON THE WEST*** : *By 19 ft. wide K.M.C. Road.*

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat and Car Parking Space hereby agreed to sell)

ALL THAT one self contained residential **Flat No.** “_____” situated in the _____ **side** on the _____ **Floor, measuring about** _____ **sq.ft.** Super built up area, consisting of _____ bed room, _____ living cum dining, _____ Kitchen, _____ toilets, _____ varandah and _____ **Car Parking Space** at the **Ground Floor**, measuring about _____ **sq. ft.** more or less situate at the **Ground Floor**, underneath the said building of the said G+ Three storied building **TOGETHER WITH** undivided impartible proportionate share or interest in the land appurtenant thereto, morefully mentioned in the **FIRST SCHEDULE** above and user rights of all common areas, common portions, and facilities including roof, staircase, landings, water reservoir on ground floor overhead tank, electric meter board K.M.C water pipe lines, sewerage line, septic tank, open space, passage in the ground floor, Main entrance at the building, more-fully described in the **THIRD SCHEDULE** hereunder written of the said Premises being No. 1509, Kalikapur, (Mailing Address P-47, Purbalok), Police Station – Survey Park, Kolkata – 700099, within the Jurisdiction of the Kolkata Municipal Corporation Ward No.109, District 24 Parganas (South). The said Flat is clearly demarcated by **RED** border in the plan annexed hereto.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas)

- 1) *Main Entrance of the building.*
- 2) *Stair-Case on all the floors, Stair case landing on all floor and roof of the top floor.*
- 3) *Common passage and lobby on the ground floor excepting car parking space, if any.*
- 4) *Water Motor pump, motor pump space, Overhead Water tank, underground reservoir, septic tank, main water pipes and other plumbing installations.*
- 5) *Drainage and sewerages line.*

- 6) *Electric meter room, Main Electric Meter, Main electric lines, fixtures and fittings in the common areas, light in the gate, staircase, roof, Outer walls of the building.*
- 7) *Boundary Walls and main Gates.*
- 8) *Drive way and garden, if any.*
- 9) *Such other common parts areas equipments, installations, fixtures, fittings and spaces in or around the said buildings as are necessary for passage for the user and occupancy of the flats in common and as are specified by the Builder expressly to be the common parts/areas after construction of building.*

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Cost, expenses and out goings and obligation for which all Purchaser and Owners are to contribute proportionately)

- 1) *Proportionate share of all costs of maintenance operating, replacing repairing, lift, white washing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions in the building including their outer walls. The above expenses will be made by the flat owner's Association.*
- 2) *Proportionate Salary of all persons employed by the flat Owner's Association (to be formed) for the common purposes including Durians, Security Personnel, sweepers, Plumbers, electricians etc.*
- 3) *All charges and deposits for suppliers of common utilities to the Co-owners in common.*
- 4) *Municipal Tax, Water tax and other levies in respect of the premises and the building save those separately assessed on the Purchaser.*
- 5) *Costs of formations and operations of the Flat Owner's Association.*
- 6) *Costs of running maintenance, repairs of pumps and other common installations including their license fees, taxes and other levies (if any).*
- 7) *Electricity charges for the electrical energy consumed for the operation of the common services.*

- 8) *The office expenses incurred for maintenance of an office for common purposes, if at all required and decided by the above Association.*
- 9) *All other expenses, taxes, rates and other levies etc. as are deemed by the Flat Owner's Association to be necessary or incidental or liable to be paid by the Co-owners in common including such amount as be fixed for creating a fund for replacement, maintaining and/or periodic repairing of the common portions.*

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

SIGNED, SEALED AND DELIVERED

In presence of :

1)

SIGN. OF THE VENDORS

2)

SIGN. OF THE PURCHASERS

SIGN. OF THE DEVELOPER

Drafted by :

*Advocate
Alipore Court,
Kolkata – 27.*

RECEIVED from the within named Purchasers
 within mentioned sum of _____/-
(Rupees _____) only
 as full consideration as per Memo Below:

MEMO OF CONSIDERATION

<u>CHEQUE NO./ ONLINE</u>	<u>DATE</u>	<u>BANK AND BRANCH</u>	<u>AMOUNT</u>
			,
			,
			,
			,
		TDS @ _____%	,
			_____/-
			Rs. _____/-

(RUPEES _____).

WITNESSES

1.

2.

SIGNATURE OF THE DEVELOPER

Printed by:

Alipore,
 Kolkata -700027