

DEED OF CONVEYANCE

THIS INDENTURE OF SALE is made this the _____ day of _____, Two Thousand and Twenty

BETWEEN

SMT. SNIGDHA SAHA, (PAN - ARSPS6953K), wife of Sri Sumantra Saha, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at J/27, Baghajatin Pally, P.O. Jadavpur University P.S. Jadavpur, Kolkata – 700032, District – South 24-Parganas, hereinafter called and referred to as the **OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, administrators, legal representatives and assigns) of the **FIRST PART**

AND

.....hereinafter jointly called and referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **SECOND PART**

AND

S.S. ENTERPRISE, a Proprietorship firm having its office at J/27, Baghajatin Pally, P.O. Jadavpur University P.S. Jadavpur, Kolkata – 700 032, represented by its sole Proprietress namely **SMT. SNIGDHA SAHA, (PAN - ARSPS6953K)**, wife of Sri Sumantra Saha, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at J/27, Baghajatin Pally, P.O. Jadavpur University P.S. Jadavpur, Kolkata – 700 032, District – South 24-Parganas, hereinafter called and referred to as the **DEVELOPER/ CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs administrators, legal representative successors, successors-in-interest and assigns) of the **THIRD PART.**

S. S. Enterprise
Snigdha Saha
Proprietor

WHEREAS one Dabiruddin Mistri owned seized and possessed vast property in different Mouzas within the Police Station- Tollygunge, District: 24-Parganas, and he died intestate in the year of 1934.

AND WHEREAS the lands comprised in C.S. Dag No. 365, under C.S. Khatian No. 137, of Mouza – Bademashar, P.S. Tollygunge, District: 24-Parganas, was recorded in the name of said Dabiruddin Mistri's one wife Matijan Bibi but the real owner was Dabiruddin Mistri and he exercised all acts of ownership over the said land recorded in the name of his wife who was a mere name lender. After death of said Dabiruddin Mistri his heirs and legal representatives filed a suit for partition in the Second Court of the Subordinate Judge at Alpore, which was registered and numbered as Title Suit No. 15 of 1936 of the said Court and the said partition suit Golabjan Bibi, one of the wives of said Dabiruddin Mistri and her uterine daughter Anarjan Bibi, a minor represented by her mother as natural guardian, were the plaintiffs and the said Title Suit No. 15 of 1936 was finally decreed on compromise on 09. 03. 1937 wherein the above named plaintiffs in the said Title Suit were declared to be owners of 4 (four) Annas, 3 (three) Gondas 1 (one) Kara share;

AND WHEREAS said Golabjan Bibi and her said minor daughter Anarjan Bibi while in joint possession and enjoyment of their exclusively allotted 66 decimal of land by aforesaid decree, said Golabjan bibi as plaintiff filed a suit for partition against her minor daughter Anarjan Bibi in the Second Court of the Munsiff at Alipore and the said suit was registered and numbered as Title Suit No. 232 of 1939 and the said suit the defendant minor Anarjan Bibi was represented by a Court appointed lawyer as guardian ad-litem. The said suit was finally compromised in terms of the petition of compromise-dated 29. 03. 1940 whereby the Plaintiff Golabjan Bibi was declared to be owner of 3 (three) Annas, 16 (sixteen) Gonads and 1 and 1/5th Kranti and the Defendant minor Anarjan Bibi was declared to be owner of 12 (twelve) Annas, 3 (three) Gondas, 3 (three) Koras and 1 and 4/5th Kranti share and Schedule-1 of the said compromise decree was exclusively allotted to the minor Defendant Anarjan Bibi and Schedule-II allotted to the Plaintiff Golabjan Bibi. The Plaintiff alone got 66 decimal of rent free land comprised in C.S. Dag No. 365 under C.S. Khatian No. 137 now R.S. Dag No. 369 under R.S. Khatian No. 108, while their exclusive possession of 66 decimal of land, she sold by a registered deed of

sale dated 02. 04. 1940 in favour of the Jadavpur Estate Ltd. and the same was registered in the office of the Sub-Registrar Alipore, and recorded in Book No.1, Volume No. 48, Pages from 28 to 32, being No. 1220, for the year 1940.

AND WHEREAS said Jadavpur Estate Ltd. after the aforesaid purchase while in khas possession and enjoyment of the same, divided the said land into small plots and offered for sale those plots to the intending purchasers and prepared a scheme.

AND WHEREAS one Smt. Bharati Dutta, wife of Sri Saktipada Dutta, then residing at 30, Ganguly Bagan East Road, now Ashoke Road Calcutta- 700 084, offered to purchase Plot A containing 11 (eleven) Cottahs, 6 (six) Chittacks of land the Jadavpur Estate Ltd. who accepted the said offer and sold, transferred, conveyed and assigned to and into said Smt. Bharati Dutta the said land measuring 11 (eleven) Cottahs 6 (six) Chittacks out of said 66 decimal, comprised in C.S. Dag No. 365 under C.S Khatian No. 137, now R.S. Dag No. 369 under R.S. Khatian No. 108 of Mouza- Bademashar, Police Station - Tollygunge thereafter Jadavpur now Patuli, District: 24-Parganas now South 24 Parganas, fully described in the said Deed of Sale dated 05. 10. 1950 and delineated with RED border in the plan annexed thereto. The said deed was registered in the office of the Sub- Registrar Alipore, and recorded in Book No. 1, Volume No. 83 Pages from 220 to 224, being No 4833, for the year 1950.

AND WHEREAS thereafter said Smt. Bharati Dutta duly mutated her name in the municipal office and had been in actual physical possession by constructing a building on a portion of her said purchased land and being in need of money said Smt. Bharati Dutta as absolute owner offered to sell, convey and assign demarcated 3 (Three) Cottahs 12 (Twelve) Chittacks 42½ (Forty two and one half) Sq. ft. of land with a one storied building standing thereon appertaining to C.S. Dag No. 365 under C.S. Khatian No. 137, now R.S. Dag No. 369 under R.S. Khatian No. 108 of Mouza- Bademashar District: South 24 Parganas, being portion of Municipal Premises No. 30, Ganguly Bagan East Road, now Ashoke Road, Calcutta-700 084, free from all encumbrances charges, liens with all benefits privileges, easements belonging to or in anywise appertaining to the said land and building and Sri Arin Kumar Ghosh, at 60/4, Maharaja Tagore Road, Dhakuria, P.S. Jadavpur, Kolkata - 700 031, agreed to purchase at the said property being a portion of

Municipal Premises No. 30, Ganguly Bagan East Road now Ashoke Road, Kolkata-700 084, and comprised in C.S. Dag No. 365 under C.S. Khatian No.137, now R.S. Dag No. 369 under R.S. Khatian No. 108 of Mouza-Bademashar, District: South 24-Parganas and said Smt. Bharati Dutta accepted the said offer and sold, transferred conveyed and assigned the said land with building hereditaments, tenements being a part of Municipal Premises No. 30 Ganguly Bagan East Road now Ashoke Road, Calcutta - 700 084 formerly of Jadavpur Municipality ,thereafter within the ambit of the Calcutta Municipal Corporation now the Kolkata Municipal Corporation, free from all encumbrances charges and liens indefeasibly and absolutely to and unto Sri Arin Kumar Ghosh, as well as the Purchaser therein against consideration money mentioned therein, by a duly registered Indenture of Sale dated 18.06.1984 and said Smt. Bharati Dutta's husband Sri Saktipada Dutta was as the Confirming Party therein. The said Indenture was registered in the office of the Sub-Registrar Alipore, 24- Parganas and recorded in Book No. 1, Volume No. 20, Pages from 467 to 480 being No. 2900 for the year 1984.

AND WHEREAS after purchase the aforesaid land with building Sri Arin Kumar Ghosh, constructed a two storied residential building thereon and duly mutated his name with the Calcutta Municipal Corporation now the Kolkata Municipal Corporation as an owner of the said property, and the entire property has been known and numbered as the K.M.C. Premises No. 203 Baghajatin G Block, Assessee No. 31-101-06-0203-1, within the K.M.C. Ward No 101, Kolkata-700 084.

AND WHEREAS thereafter Sri Arin Kumar Ghosh, duly mutated his name with the concerned BL&LRO, and his name was recorded as owner and issued BL&LRO Mutation Certificate vide M/C No. 2338/17, Memo No. 18/Mut/71/BLLRO/ATM/Kasba/17 dated 04. 01. 2018.

AND WHEREAS by virtue a registered Deed of Sale dated 28.05.2018, registered at ADSR Alipore, South 24 Parganas and recorded into Book No.1, Volume No.1605-2018, at Pages 111861 to 111891, Deed No.160503443 for the year 2018 the Owner herein purchased one plot of land measuring an area of 03 (Three) Cottahs 12 (Twelve) Chittacks 42.33 (Forty two point three three) Sq.ft. situated at Mouza-Bademashar, J.L. No.31, Pargana Khaspur, R.S. No.17, Touzi Nos.246, 1516-1518, comprising in C.S. dag

No.365, under C.S. Khatian No.137, corresponding to R.S. Dag No.369, under R.S. Khatian No.108, within the KMC Ward No.101, KMC Premises No.203, Baghajatin G Block, Assessee No.31-101-06-0203-1, corresponding to Postal address 30, Asoke Road, P.O. Garia, Kolkata – 700084 from the previous land owner namely Sri Arin Kumar Ghosh, son of Late Shib Chandra Ghosh alias Sib Chandra Ghosh, residing at 30, Ashoke Road, Kolkata – 700084..

AND WHEREAS after purchase the present **OWNER** mutated her name in the record of the Learned B.L. and L.R.O. and in respect of his said purchased land vide Mutation Case No.1104/2018 under Block Land and Land Reforms Officer, Kasba.

AND WHEREAS thereafter the present **OWNER** herein has taken the Conversion of his Land (Shali to Bastu) vide Conversion Case No.CN/2021/1630/1127 dated 07.10.2021 from the Block Land and Land Reforms Officer, Kolkata.`

AND WHEREAS the present **OWNER** herein recorded her entire purchased land in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.203, Baghajatin G Block, under Ward No.101, having Assessee No.31-101-06-0203-1, corresponding to Postal address 30, Asoke Road, P.O. Garia, P.S. Patuli, Kolkata – 700084, District – South 24-Parganas.

AND WHEREAS the **OWNER** has taken sanction of a Ground plus Three Storied Building with Lift facility from the K.M.C. Borough Office – XII, Vide sanctioned building Permit No.2021120329 dated 07.01.2022, sanctioned by The Kolkata Municipal Corporation.

AND WHEREAS now the **VENDOR** has developed the entire Premises through her DEVELOPER-FIRM namely “**MESSRS S.S. ENTERPRISE**” and erected the building thereon as per aforesaid sanctioned building plan.

AND WHEREAS being desirous of the Promotion work of her said Premises the **OWNER/VENDOR** entered into a registered Development Agreement dated 23.06.2022, registered in the Office of District Sub-Registrar – IV, Alipore, South 24 Parganas and entered into Book No. I, Deed No.6961 for the year 2022 with the

DEVELOPER, the party of the **THIRD PART** herein as mentioned above for making the construction.

AND WHEREAS the **OWNER/VENDOR/DEVELOPER** herein has completed the construction of the entire building in the said KMC Premises No.203, Baghajatin G Block, corresponding to Postal address 30, Asoke Road, P.O. Garia, Kolkata – 700084, as per said sanctioned Building Plan, sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS when the **OWNER/VENDOR/DEVELOPER** herein started the construction of the building in the said **KMC Premises No.203, Baghajatin G Block**, corresponding to Postal address 30, Asoke Road, P.O. Garia, Kolkata – 700084 as per said sanctioned Building Plan, sanctioned by The Kolkata Municipal Corporation, the Parties of the **SECOND PART/PURCHASERS**, having their desire to purchase one residential self contained **Flat No.....** situated on the **floor** **side** of the Ground Plus Four storied building measuring Carpet area of(**.....**) **Sq.ft. more or less** and right to use the proportionate share of stair case, lift lobby, Ground floor services consisting of consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. **totalling super built up area of said flat**

more or less togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of (**.....**) Sq.ft. have approached the said **VENDOR/ DEVELOPER** to purchase the said flat and Car Parking Space as shown in the annexed Floor Plan by red border line and constructed by the **VENDOR/DEVELOPER** which morefully and particularly described in the SCHEDULE "B" hereunder written. It is pertinent to mention that the **PURCHASERS** herein have gone through the papers and documents and Deed of the property and after investigation the title of the property the **PURCHAERS** herein have satisfied with the title of the property and thereafter he approached the **VENDOR/ DEVELOPER** to purchase the said flat and one Car Parking Space in the said Premises.

AND WHEREAS the **VENDOR/DEVELOPER** agreed to sell and convey the said **Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building and the **PURCHASERS** agreed to purchase the said **Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building being part of KMC Premises No.203, Baghajatin G Block, corresponding to Postal address 30, Asoke Road, P.O. Garia, Kolkata – 700084 togetherwith undivided proportionate 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 for the flat and the Car Parking Space is **Rs...../- (Rupees** **Lac) only** free from all encumbrances and liabilities.

AND WHEREAS the **VENDOR/DEVELOPER** has entered into an Agreement for Sale dated, with the **PURCHASERS** and the **VENDOR /DEVELOPER** has agreed to hand over by way of Sale the said **Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated

on the **Ground Floor****side** of the building constructed as per specification and also as per the sanctioned building Plan sanctioned by The Kolkata Municipal Corporation as mentioned in the said Agreement for Sale **ALL THAT Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building as described in the SCHEDULE 'B' hereunder written together with right of use all common rights and common services and proportionate undivided share of said land as morefully described in the SCHEDULE 'A' below for the total consideration price of **Rs...../- (Rupees Lac) only** payable to the **VENDOR/DEVELOPER** only for the said flat and Car Parking Space.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale in consideration of the sum of **Rs...../- (Rupees Lac) only** of which the entire consideration money of the said **Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building along with the proportionate share of land which morefully described in the SCHEDULE 'B' below for a sum of **Rs...../- (Rupees Lac) only** paid by the **PURCHASERS** to the **VENDOR/ 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 **VENDOR / DEVELOPER** totaling **Rs...../- (Rupees Lac) only** paid by the **PURCHASERS** the receipt whereof the **VENDOR /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 **PURCHASERS** of all their liabilities thereof and the **VENDOR/ DEVELOPER** as beneficial party herein do hereby grant, convey, transfer, assigns, assure unto the said **PURCHASERS** 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 a complete **Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building being Part of The KMC Premises No.203, Baghajatin G Block, corresponding to Postal address 30, Asoke Road, P.O. Garia, Kolkata – 700084, together with 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 undivided share of land together with the said common space, stair-cases, common-land, roof of the building, lift, together with common rights, water supply lines and other common paths and drains and sewerages, equipments and installation and fixtures and fittings and passages and stair appertaining to the said building as mentioned in the SCHEDULE "B" and "C" hereunder comprised and hereby granted, conveyed, transferred assigned assured and every part of parts thereof respectively together with their and every or their respective rights and appurtenances whatsoever unto the said **PURCHASERS** 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 **Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building and also together with right to use 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 VENDOR/ DEVELOPER AND PURCHASERS as follows :-

1. That the **VENDOR/DEVELOPER** has good rightful power and absolute authorities, indefeasible title to grant, sell, convey, transfer, assign and assure the undivided proportionate share of land pertaining to the said **Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building and also together with common stair-case and other common portions parts and open spaces, paths and passages and undivided proportionate share of presently homestead land in the said building as described in the SCHEDULE "B" hereunder written in favour of the **PURCHASERS** herein.
2. It shall be lawful for the **PURCHASERS** from time to time and all times hereafter to enter into and upon hold and enjoy the said **Flat No.....** situated on the **floor** **side** of the Ground Plus Four storied building measuring Carpet area of(.....) **Sq.ft. more or less** and right to use the proportionate share of stair case, lift lobby, Ground floor services consisting of consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. **totalling super built up area of said flat more or less** togetherwith one Car parking Space No..... on Ground Floor of the building and also togetherwith the right of use all common open places and other common services of the building morefully described in the SCHEDULE "B" and "C" hereunder written and to receive the rents, issues and profits thereof and the **PURCHASERS** have full power, right and authority to sell, transfer, mortgage, lease dispose of the said flat and Car Parking Space without any interruption disturbances, claims or demands whatsoever to any Third Party as per their desire.
3. The **PURCHASERS** 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 **Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building.
4. The **PURCHASERS** and their agents and nominees 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 **Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building and also comprised with the said building and premises or passages and the **PURCHASERS**

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.

5. The **PURCHASERS** shall also be entitled to the right for passage in common as aforesaid for taking gas, electricity, telephone, water to the said flat 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 No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building for the purpose whatsoever.
6. So long as the said **Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building together with right of use all common rights and common expenses as described in the SCHEDULE "B", "C" and "D" hereunder written shall not be separately assessed the said **PURCHASERS** shall pay (from the date of execution of the Deed of Conveyance and/or occupations taken by the **PURCHASERS** whichever date is earlier) the proportionate share of maintenance of the building and also Municipal taxes as per apportionment to the extent of the said **PURCHASERS' Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building.
7. The **PURCHASERS** shall pay all taxes, rates impositions and other outgoings in respect of the said **Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building 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.
8. The **PURCHASERS** shall pay the proportionate cost of building maintenance and taxes, lift, repairing cost etc., as common expenses as mentioned in the SCHEDULE 'D' hereunder written.
9. The said **PURCHASERS** shall maintain their said **Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions.
10. That the said **PURCHASERS** 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.
11. The said **PURCHASERS** shall at their own costs and expenses fix up separate meter connection or meters in the said **Flat No.....** situated on the

floor side of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floorside** of the building. The **PURCHASERS** shall be entitled to make such interior construction and decoration in their flat for their necessities like racks, storage space, gas cylinder spaces cooking racks etc. without causing any damages to the building.

12. The **PURCHASERS** shall have full right and authority to sell, transfer, convey, mortgage, charges, lease of in any encumber deal, with or dispose of their said **Flat No.....** situated on the **floor side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floorside** of the building togetherwith or any part thereof.
13. The **PURCHASERS** shall have to carry out the necessary repair which may be pointed out by the Association only to extent of the said flat which will be applicable to all the flat Owners. It is noted that the **PURCHASERS** shall have to pay the service tax as applicable on total consideration amount as within mentioned and the amount to be ascertained by the authority concerned. The **PURCHASERS** without raising any objection shall also pay any other taxes thereto which will be applicable by any concerned authority in future for that **VENDOR/DEVELOPER** shall not take any liability.
14. The **PURCHASERS** shall not use or caused to be used the said **Flat No.....** situated on the **floor side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floorside** of the building 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 or as a restaurant, workshop and godown.
15. The said **PURCHASERS** shall not bring keep or store in or any part of the said flat any inflammable combustible substance articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.
16. The **PURCHASERS** alongwith other Owners of the Car Parking Space shall use his individual Car Parking Space on mutual understanding during egress and ingress their Car without creating any hindrances or objection to the other Owners of Car Parking Space of the building. That the save as the said flat and properties proportionate land and save herein morefully contained the **PURCHASERS** shall have no right title or interest in any other flat except Schedule –B flat and Car Parking Space of the Ground Floor and open land of the said building excepting the using right of the roof along with their Co-Purchasers. The **PURCHASERS** shall have no right to the Ground floor area except common area allotted to them. The **PURCHASERS** have agreed that they shall strictly follow the restrictions as mentioned in the **SCHEDULE – B** below.
17. The **PURCHASERS** hereby declares and confirms that they have already received the physical possession of the said flat and Car parking Space from the

VENDOR/ DEVELOPER with full satisfaction as regards the area of the Flat and Car Parking Space, title of the entire property and also construction of the said building and also the construction of the concerned flat and Car Parking which have erected as per the desired specification of the **PURCHASERS**.

AND FURTHERMORE that the **VENDOR** and all its, executors and administrators, representatives shall at all times hereinafter indemnify and keep indemnified the **PURCHASERS** and their 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 **PURCHASERS** by the **VENDOR** or any breach of the covenants hereafter contained. Simultaneously, with the execution and registration of the conveyance of the said **Flat** togetherwith said **Car Parking Space** the **VENDOR** shall hand over the **PURCHASERS** 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 **PURCHASERS'** Title.

THE SCHEDULE ABOVE REFERRED TO
SCHEDULE – ‘A’

ALL THAT the piece and parcel of the plot Bastu land total measuring an area of 03 (Three) Cottahs 12 (twelve) Chittacks 42.33 (Forty two point three three) Sq.ft. **whereon a** Ground plus Three Storied Building a with Lift facility from the K.M.C. Borough Office – XII, Vide sanctioned building Permit No.2021120329 dated 07.01.2022 sanctioned by the Kolkata Municipal Corporation situate and lying at situated at Mouza-Bademasur, J.L. No.31, Pargana Khaspur, R.S. No.17, Touzi Nos.246, 1516-1518, comprising in C.S. dag No.365, under C.S. Khatian No.137, corresponding to R.S. Dag No.369, under R.S. Khatian No.108, within the KMC Ward No.101, KMC Premises No.203, Baghajatin G Block, Assessee No.31-101-06-0203-1, corresponding to Postal address 30, Asoke Road, P.O. Garia, Kolkata – 700084 and the entire property is butted and bounded by :

<u>ON THE NORTH</u>	:	38'-0" wide Road;
<u>ON THE SOUTH</u>	:	30B, Ashoke Road, Kolkata - 700084;
<u>ON THE EAST</u>	:	Property of others
<u>ON THE WEST</u>	:	12'-0" wide Road.

SCHEDULE ‘B’ ABOVE REFERRED TO

(DESCRIPTION OF THE SOLD PROPERTY)

ALL THAT the one residential **Flat No.....** situated on the **floor** **side** of the Ground Plus Four storied building measuring Carpet area of(.....) **Sq.ft. more or less** and right to use the proportionate share of stair case, lift lobby, Ground floor services consisting of consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and

1 W.C. totalling super built up area of said flat

more or less togetherwith one Car parking Space No..... on Ground Floor of the building and also 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 sanctioned Building Plan vide building Permit No.2021120329 dated 07.01.2022 sanctioned by The Kolkata Municipal Corporation, Borough Office - XII and said sold flat is situated within the **K.M.C. Premises No.203, Baghajatin G Block, under Ward No.101**, corresponding to Postal address 30, Asoke Road, P.O. Garia, P.S. Patuli, Kolkata – 700084, District – South 24-Parganas, as described in the **SCHEDULE ‘A’** above and the sold Flat and Car Parking Space are shown in the annexed plan by Red border line.

SCHEDULE ‘C’ ABOVE REFERRED TO
(COMMON RIGHTS)

1. All stair-cases 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 of the building is for the purpose of common services and parapet wall on the roof.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Electricity service and electricity main line wirings and common electric meter space and lighting and main electric meter.
8. Drainages and sewerages lines of the building.
9. Boundary walls and main gate of the Premises.
10. Such other common parts, alike, equipments, installations, fixtures, and fittings and open spaces in or about the said building.
11. Vacant space of the ground floor.
12. Lift, lift room and lift well of the building.
13. Watch Man’s room and W.C. in the Ground Floor of the building.

THE SCHEDULE ‘D’ ABOVE REFERRED TO
(MAINTENANCE /COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.

2. Painting with quality paint as often as may (in the opinion of the Premises Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing The private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owner may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.

16. The Purchaser maintenance and renewal of fire fighting appliances and the common equipment as the Owner may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organization staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Holding Organization it is reasonable to provide.

SCHEDULE – ‘E’ ABOVE REFERRED TO
(RESTRICTIONS)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction thereon or part thereof and shall Keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
2. The Purchaser shall not store in the said Flat 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.
3. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Owner or in a manner as near as may be in which the same was previously decorated.
4. The Purchaser shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that 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.
5. The Purchaser shall permit the Owner and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat 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.
6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.

7. 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
8. 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.
9. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Owner may affect the elevation in respect of the exterior walls of the said buildings.
10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.
11. Not to use the allocated car parking space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, if any, and shall use the pathways as would be decided by the Owner.
13. Not to commit or permit to be committed any waste or to remove or after the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Flat No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor Taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
14. Not to install any generator without permission in writing of the Owner.
15. 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 under the Purchaser in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

IN WITNESS WHEREOF the Parties hereto put their respective hand and seals this indenture here at Kolkata on 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
VENDOR/DEVELOPER

2.

SIGNATURE OF THE PURCHASERS

PREPARED & DRAFTED BY :

.....

MEMO OF CONSIDERATION

RECEIVED of and from the within mentioned **PURCHASERS** the full consolidated consideration sum of **Rs...../- (Rupees)** only against the within mentioned **Flat No.....** situated on the **floor** **side** of the said building alongwith one **Car Parking Space No.....** situated on the **Ground Floor****side** of the building being part of The **K.M.C. Premises No.203, Baghajatin G Block, under Ward No.101**, corresponding to Postal address 30, Asoke Road, P.O. Garia, P.S. Patuli, Kolkata – 700084, District – South 24-Parganas, in the manner following :-

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

(Rupees) only

WITNESSES :

1.

2.

S. S. Enterprise
Snigdha Saha
Proprietor

 SIGNATURE OF THE VENDOR/
 DEVELOPER