

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the _____ day of, Two
Thousand Twenty Three (2023) **BETWEEN**

Contd.....2

(1) SMT. GOURI DATTA, (PAN – AJKPD7514R), AADHAAR NO. 7933 5803 6743,
wife of Late Pradip Kumar Datta, by faith-Hindu, by occupation- Housewife, by
Nationality – Indian, **(2) SRI DEBRAJ DATTA, (PAN – ALVPD3986A), AADHAAR NO.**
3781 4598 6613 son of Late Pradip Kumar Datta, by faith-Hindu, by occupation -
Advocate, by Nationality – Indian and **(3) SRI DEBOJYATI DATTA, (PAN –**
CIZPD7948F), AADHAAR NO. 3063 8924 1925, son of Late Pradip Kumar Datta, by
faith - Hindu, by occupation - Student, by Nationality – Indian, all residing at 10, South
Park, P.O. Santoshpur, Police Station – Survey Park, Kolkata - 700 075, District –
South 24 Parganas, hereinafter jointly called and referred to as the “**OWNERS/
VENDORS**” (which expression shall unless excluded by or repugnant to the context be
deemed to mean and include their heirs, executors, administrators, legal representatives
and assigns)of the **FIRST PART**, being represented by his constituted Attorney namely
M/S. M.M.ENTERPRISE, a proprietorship concern having its office at 2/1, South Road,
P.S. Survey Park, Kolkata – 700 075, represented by its sole proprietor namely **SRI**
DEBOPRIYO DHAR, son of Sri Debabrata Dhar, by religion- Hindu, by occupation-
Business, residing at 2/1, South Road, P.S. Survey Park, Kolkata – 700 075, District –
South 24-parganas, appointed vide registered Development Power of Attorney dated
10.03.2021, which was registered in the office of the D.S.R. V, Alipore, South 24
Parganas and recorded in **Book No. I, Volume No. 1630-2021, Pages** 55168 to 55196,
Being No. 163001394 for the year 2021.

AND

(1) SRI, (PAN-..... and AADHAAR NO.
.....), son of, by faith-Hindu, by occupation-....., by
Nationality-Indian, **(2) SMT., (PAN-..... and AADHAAR**
NO.) , wife of Sri, by faith-Hindu, by occupation-
....., by Nationality-Indian, both residing at, P.O., P.S.
....., Kolkata-....., in the District, hereinafter jointly

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

AND

M.M.ENTERPRISE, a proprietorship concern having its office at 2/1, South Road, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, represented by its sole proprietor namely **SRI DEBOPRIYO DHAR, (PAN- ALNPD9476B), AADHAAR NO. 8060 4881 5045**, son of Sri Debabrata Dhar, by religion- Hindu, by occupation- Business, residing at 2/1, South Road, P.S. Survey Park, Kolkata – 700 075, District – South 24-parganas, hereinafter mentioned as the “**DEVELOPER/ CONFIRMING PARTY**” (which term or expression shall unless excluded by or repugnant to the context mean and include the successors-in-office and his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS one **Smt. Provashini Datta**, wife of Sri Debendra Chandra Datta of 157E, Fern Road, Ballygunge, P.S. Tollygunge, District – 24 Parganas, had purchased **ALL THAT** piece and parcel of bastu land measuring about **6 Cottahs 06 Chittacks 33 Sq.ft.** be the same a little more or less being the portion of C.S. Dag No. 70 & 73 appertaining to C.S. Khatian No. 167, comprising in Mouza - Santoshpur, Pargana – Khaspur, Revenue Survey No.18, J.L. No.22, District Collectorate Touzi No. 151, within the now A.D.S.R. at Sealdah, District Sub-Registrar Office at Alipore, from the then Modern House and Land Development Company a Limited Company of 9, Gariahat Road, P.S. Ballygunge, District – 24 Parganas by a Bengali Bikroy Kobala dated 29.02.1952 and the said Bengali Bikroy Kobala was registered in the office of the Sadar Joint Sub-Registrar of Alipore, 24 Parganas and recorded in Book No. I, Volume No. 30, Pages

105 to 111, Being No. 1236 for the year 1952, for a valuable consideration mentioned therein.

AND WHEREAS after purchase the aforesaid landed property the said **Smt. Provashini Datta**, became absolute owner of the land **6 Cottahs 06 Chittacks 33 Sq.ft.** be the same a little more or less and she constructed a two storied building on part of the said plot of land and started living with her family members.

AND WHEREAS during possession of the aforesaid land with building said **Provashini Datta**, died intestate on **27.07.1966**, leaving behind her only son namely Sri Pradip Datta and six nos. married daughter namely **(1) Smt. Santilata Pal, wife of Late Dr. Surendra Chandra Pal, (2) Smt. Basanti Pal, wife of Sri Chittaranjan Pal, (3) Smt. Sima Das, wife of Sri Prasanta Kumar Das, (4) Smt. Ruma Biswas, wife of Sri Prasanta Biswas, (5) Smt. Ranu Majumder, wife of Sri Sudhir Majumder and (6) Sobha Rani Das, wife of Dr. Harihar Das**, (her husband namely Late Debendra Chandra Datta, having predeceased her earlier) as her legal heirs and successors who have inherited the property morefully stated hereinbefore according to Hindu Succession Act. and they became joint owners and each having 1/7th share of land and building left by said **Provashini Datta**.

AND WHEREAS during possession the aforesaid heirs of said **Provashini Datta**, jointly sold some of land out of total land measuring **6 Cottahs 06 Chittacks 33 Sq.ft.** be the same a little more or less and remaining land area measuring **5 Cottahs 07 Chittacks 00 Sq.ft.** be the same a little more or less together with 2 storied building standing thereon and they seized and possessed jointly.

AND WHEREAS thereafter one of the Owners namely **Sobha Rani Das**, wife of Dr. Harihar Das, died intestate on 27.04.1987, leaving behind her only daughter namely Smt. Krishna Paul, wife of Sri Nupur Krishna Paul and three sons namely **(1) Sri Goutam Das, (2) Sri Sushanta Das and (3) Sri Debashis Das**, all sons of Late Dr. Harihar Das, (her husband namely Late Dr. Harihar Das having predeceased her earlier) as her legal heirs and successors who have inherited the property morefully stated hereinbefore

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according to Hindu Succession Act. and they became joint owners and each having 1/4th share of 1/7th share of total land and building left by said **Sobha Rani Das**, since deceased.

AND WHEREAS while said **Smt. Santilata Pal, wife of Late Dr. Surendra Chandra Pal**, enjoying the aforesaid landed property with other co-owners jointly, she made a gift of her 1/7th share of total landed property, transferred in favour of her brother namely Sri Pradip Kumar Datta, son of Late Debendra Chandra Datta, by a registered Deed of Gift (Bengali Danpatra) dated 09.02.1988 which was registered in the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 31, Pages 143 to 149, Being No. 1491, for the year 1988.

AND WHEREAS while said **Smt. Basanti Pal, wife of Sri Chittaranjan Pal**, enjoying the aforesaid landed property with other co-owners jointly, she made a gift of her 1/7th share of total landed property, transferred in favour of her brother namely Sri Pradip Kumar Datta, son of Late Debendra Chandra Datta, by a registered Deed of Gift (Bengali Danpatra) dated 09.02.1988 which was registered in the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 31, Pages 150 to 156, Being No. 1492, for the year 1988.

AND WHEREAS while said **Smt. Sima Das, wife of Sri Prasanta Kumar Das**, enjoying the aforesaid landed property with other co-owners jointly, she made a gift of her 1/7th share of total landed property, transferred in favour of her brother namely Sri Pradip Kumar Datta, son of Late Debendra Chandra Datta, by a registered Deed of Gift (Bengali Danpatra) dated 09.02.1988 which was registered in the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 31, Pages 157 to 164, Being No. 1493, for the year 1988.

AND WHEREAS while said **Smt. Ruma Biswas, wife of Sri Prasanta Biswas**, enjoying the aforesaid landed property with other co-owners jointly, she made a gift of her 1/7th share of total landed property, transferred in favour of her brother namely Sri Pradip Kumar Datta, son of Late Debendra Chandra Datta, by a registered Deed of Gift (Bengali

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Danpatra) dated 09.02.1988 which was registered in the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 31, Pages 165 to 171, Being No. 1494, for the year 1988.

AND WHEREAS while said **Smt. Ranu Majumder, wife of Sri Sudhir Majumder**, enjoying the aforesaid landed property with other co-owners jointly, she made a gift of her 1/7th share of total landed property, transferred in favour of her brother namely Sri Pradip Kumar Datta, son of Late Debendra Chandra Datta, by a registered Deed of Gift (Bengali Danpatra) dated 09.02.1988 which was registered in the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 33, Pages 170 to 177, Being No. 1495, for the year 1988.

AND WHEREAS while said **Smt. Krishna Paul, wife of Sri Nupur Krishna Paul and also daughter of Late Dr. Harihar Das, and (1) Sri Goutam Das, (2) Sri Sushanta Das and (3) Sri Debashis Das**, all sons of Late Dr. Harihar Das and Sobha Rani Das, enjoying the aforesaid landed property with other co-owners jointly, she made a gift of their 1/7th share of total landed property, transferred in favour of their uncle namely Sri Pradip Kumar Datta, son of Late Debendra Chandra Datta, by a registered Deed of Gift (Bengali Danpatra) dated 13.12.1988 which was registered in the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 328, Pages 32 to 40, Being No. 13761, for the year 1988.

AND WHEREAS by virtue of aforesaid 6 Nos. Gift Deed and by virtue of inheritance said Pradip Kumar Datta, son of Late Debendra Chandra Datta, became the absolute owner of landed property more fully described in the Schedule hereunder written.

AND WHEREAS during possession of the aforesaid land with building said Pradip Kumar Datta, died intestate on 06.10.2015, leaving behind him his wife namely **SMT. GOURI DATTA**, and two sons namely **(1) 2) SRI DEBRAJ DATTA** and **(2) SRI DEBOJYATI DATTA**, as her legal heirs and successors who have inherited the property

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morefully stated hereinbefore according to Hindu Succession Act. and they became joint owners and each having 1/3rd share of land and building left by said **Pradip Kumar Datta**.

AND WHEREAS by virtue of inheritance **(1) SMT. GOURI DATTA, (2) SRI DEBRAJ DATTA** and **(3) SRI DEBOJYATI DATTA**, the First Party herein became the absolute joint owners of the **ALL THAT** piece and parcel of bastu land measuring about **5(five) Cottahs 06 (Six) Chittacks 34 Sq.ft.** be the same a little more or less together with 2 storied building standing on part thereof being the portion of C.S. Dag No. 70, appertaining to C.S. Khatian No. 167, under **R.S. Dag No. 78/1004 appertaining to R.S. Khatian 874**, comprising in Mouza - Santoshpur, Pargana – Khaspur, Revenue Survey No.18, J.L. No.22, District Collectorate Touzi No. 151, within the A.D.S.R. at Sealdah, District Sub-Registrar Office at Alipore, which is at present within the jurisdiction of The Kolkata Municipal Corporation, under Ward No. **103**, Police Station – formerly Purba Jadavpur now Survey Park, in the District of South 24-Parganas, being K.M.C. Premises No. **12, South Park, (mailing address 10, South Park), Kolkata-700 075, Ward No. 103**, being Assessee No. 311034400123 and mutated their names in the office of the Kolkata Municipal Corporation which recorded and numbered as K.M.C. **Premises No. 12, South Park, (mailing address 10, South Park), Kolkata-700 075, Ward No. 103** and have been paying taxes to the K.M.C. authorities concerned and seized and possessed the said property morefully described in the Schedule “A” hereunder.

AND WHEREAS over since then the owners herein are fully seized and possessed of the said land measuring about **5(five) Cottahs 06 (Six) Chittacks 34 Sq.ft.** togetherwith two storied building standing thereon being K.M.C. **Premises No. 12, South Park, (mailing address 10, South Park), Kolkata-700 075, Ward No. 103**, free from all encumbrances, charges, liens and/or lispensens etc. morefully described in the Schedule “A” hereunder hereafter called “Said Premises”.

AND WHEREAS the owners herein are desirous to develop and promote the Schedule "A" land after demolishing the old 2 storied building in joint venture by construction **G + 4** storied residential building with several flats and car parking spaces on ownership as per sanction plan to be sanctioned by the Kolkata Municipal Corporation on the said property more fully and particularly described in the **SCHEDULE "A"** below and as such the **Owners** herein approached the **Developer** herein to raise such construction at his cost and/or at the cost of his nominee on the **SCHEDULE "A"** property as per the plan to be sanctioned by the Kolkata Municipal Corporation for the benefit of the parties to the Development Agreement.

AND WHEREAS the Developer herein after considering the proposal of the Owners, herein have agreed to raise a building as per sanction plan to be sanctioned by the Kolkata Municipal Corporation at their own costs and/or their nominees' cost on the property described in the Schedule "A" below on certain terms and conditions to which the Owners agreed.

AND WHEREAS the Developer have decided to take the project for construction of one G + 4 storied building on the said plot of land at their own costs strictly in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation upon demolition of the existing building standing thereon and the owners have agreed and accepted the said proposal upon terms and conditions mentioned in the registered Development Agreement dated **10.03.2016** made between the owners and the developer therein. The said Development Agreement dated **10.03.2016** which was registered in the office of the D.S.R. V, Alipore, South 24 Parganas and recorded in **Book No. I, Volume No . Volume No. 1630-2016**, page from 23939 to 23975 Being No. 163000796 for the year 2016..

AND WHEREAS thereafter for the proper demarcation of their allocation in the said project accordingly they have entered into a Supplementary Development Agreement dated 10.03.2021, which was registered in the office of the D.S.R. V, Alipore, South 24

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Parganas and recorded in **Book No. I, Volume No. 1630-2021, Pages 55441 to 55469, Being No. 163001377 for the year 2021.**

AND WHEREAS the Owners herein have executed a Development Power of Attorney dated 10.03.2021, in favour of the developer herein which was registered in the office of the D.S.R. V, Alipore, South 24 Parganas and recorded in **Book No. I, Volume No. 1630-2021, Pages 55168 TO 55196, Being No. 163001394 for the year 2021.**

AND WHEREAS 'M/S. M.M. ENTERPRISE' obtained a sanctioned building plan in the names of the being sanctioned building Plan No. 2021110349 **dated 31.03.2022**, Borough – XI, of KMC to construct one Ground plus Four storied building on the Schedule "A" land written hereunder.

AND WHEREAS the Developer herein has started the construction of the new **G + 4 storied** building on the Schedule 'A' land in accordance with building plan duly sanctioned by KMC vide sanctioned building Permit No. 2021110349, **dated 31.03.2022**, Borough – XI, of KMC.

AND WHEREAS the Developer herein has completed the construction of the new **G + 4 storied** building on the Schedule 'A' land in accordance with building plan duly sanctioned by KMC vide sanctioned building Permit No. 2021110349, **dated 31.03.2022**, Borough – XI, of KMC.

AND WHEREAS in terms of the said development agreement dated **10.03.2016** and Supplementary Development Agreement dated **10.03.2021**, the Developer/ Confirming Party herein have completed the construction of the said building and have already delivered and handed over the entire Owners' allocation to the

Vendors herein according to the sanctioned building Permit No. 2021110349, dated 31.03.2022, Borough – XI, of KMC and thus the Developer/ Confirming Party herein became entitled to deal with remaining portion of the said premises pertaining to his share in the said building.

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AND WHEREAS during the construction the Developer/Confirming Party herein agreed to sell a self contained residential flat measuring about Sq.ft. Super built up area on the floor side and One Car Parking, Space No., measuring about 120 sft. on the Ground floor of the G + 4 storied building, being **K.M.C. Premises No. 12**, South Park, (mailing address 10, South Park), **P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District – South 24 Parganas**, K.M.C. Ward No.103, from the developer’s allocation of **flat and Car Parking Space** and the Purchasers herein agreed to purchase the said **flat and Car Parking Space** with undivided proportionate share of land at or for the price of **Rs.,000/- (Rupeesonly)** accordingly the developer entered into an agreement for sale with the Purchasers herein on

AND WHEREAS the Purchasers have examined title Deeds, of the owners to the said land/premises and have seen the documents of title of owners’ possession and are satisfied with the owners’ title etc. to the said property. The Purchasers have also inspected the said sanctioned building plan and development agreement.

AND WHEREAS the Developer/Confirming Party herein have completed the said building in accordance with sanctioned building plan of KMC being Building Permit No. 2021110349, dated 31.03.2022, Borough – XI, of KMC and the Purchasers herein also paid the total consideration of **Rs. 000/- (Rupees**

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..... **only**), to the Developer/ Confirming Party herein as per terms of the said agreement.

AND WHEREAS the Purchasers herein have paid a sum of Rs.,000/- (**Rupees** **only**), to the Confirming Party herein towards the full price of consideration of the said **flat and Car Parking Space** together with undivided proportionate share of the said land of the said premises along with the common areas and facilities particularly mentioned in the Schedule written below.

NOW THIS INDENTURE WITNESSETH that in pursuance of the terms agreed upon by and between the Vendors, Developer/Confirming Party and the Purchasers herein and in consideration of the said sum of Rs.,000/- (**Rupees** **only**), paid by the Purchasers to the Developer/ Confirming Party on or before the execution of these presents as per Memo of Consideration given below (the receipt whereof the Developer/ Confirming Party doth hereby admit and acknowledge) and of and from the same and every part thereof discharge and release the Purchasers and the Vendors doth hereby grant, convey, transfer, sell, power, assigns and confirm unto and to the Purchasers, their heirs, executors, administrators, legal representatives and assigns **ALL THAT** piece and parcel of one **flat measuring about** **Sq.ft. Super built up area on the** **floor** **side and One Car Parking, Space No., measuring about 120 sft. on the Ground floor** of the G + 4 storied building, being **K.M.C. Premises No. 12, South Park, (mailing address 10, South Park), P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District – South 24 Parganas, K.M.C. Ward No.103,** more fully and particularly mentioned in the Schedule 'B' hereunder written and hereinafter referred to as the "SAID FLAT AND CAR PARKING SPACE" delineated in the Map or plan attached herewith

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by bordered Colour "RED" being the specific portion of the ground plus four storied building on a piece of land measuring about **5(five) Cottahs 06 (Six) Chittacks 34 Sq.ft.** in area and more fully and particularly mentioned in the Schedule 'A' hereunder written and hereinafter referred to as the "SAID PREMISES" TOGETHER WITH the proportionate undivided share of land underneath the building mentioned in the Schedule 'A' hereunder AND also with the right of common areas and spaces more particularly mentioned in Schedule-'C' hereunder written and hereinafter mentioned as the "SAID COMMON AREAS" or HOWSOEVER the said property now are or is at material time was or situated, butted and bounded, known, numbered, described and distinguished together with all manner of rights, liberties, easements, privileges, appendages and appurtenances whatsoever, belonging to or in any way appertaining to the said property and every part and parcel thereof or appurtenance thereto and the reversion or reversions, remainder or remainders and the rents, issues and profits thereof and all the rights, title, interest and claims whatsoever exclusively relating to the said property TO HAVE AND TO HOLD the same unto and in favour of the said Purchasers forever and absolutely free from all encumbrances but subject to the payment of the proportionate share of Municipal Taxes, Levies and other charges appertaining to the said land and building and the Vendors do hereby covenant with the Purchaser that the vendors are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances and liabilities whatsoever and THAT NOTWITHSTANDING any act deed or things whatsoever by the Vendors, Developer done or executed or knowingly suffered to the contrary the Vendors have good rightful power and absolute authority and indefeasible title to grant, sale, convey, transfer, assign and assure all that and singular the said property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended unto and to the use of the Purchasers in the manner aforesaid

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according to the true intent and meaning of these presents free from all encumbrances without any suit, hindrance, eviction, interruption, claim or demand whatsoever from or by the Vendors or any other person or persons lawfully or equitably claiming from or under or in trust for the Vendors and that the free and clear and freely and clearly and absolutely acquitted, exonerated and released and discharged by the Vendors well sufficiently saved, defended, keep harmless and indemnified and from and all against all manner of lispendences, attachments and encumbrances and liabilities whatsoever made or suffered by the Vendors or any other person or persons lawfully or equitably claiming any right, title, interest or whatsoever in the said property or any part thereof from through under or for the Vendors shall and will from time to time hereafter at the request of the Purchasers make acknowledge and execute or caused made done, execute and acknowledge all such acts, deed, matters and things such as mutation whatsoever for further better and more perfectly and effectually granting, transferring and assuring the said property together with the benefit and rights, hereby transferred as aforesaid unto and to the use of the Purchasers as shall may reasonably be required and the Vendors doth hereby covenants with the Purchasers that they shall unless prevented by fire or earthquake or cyclone of some other inevitably accident from time to time and at all times hereafter or upon every reasonably request of the Purchasers produce or cause to be produced to them or at any trial bearing commission examination or otherwise as occasion shall require all or any of the Deed writings related to the said property for the purpose of showing their title to hereditaments and the premises hereby conveyed or expressed so to be or any part thereof and also at the request and costs delivered or cause to be delivered unto the Purchasers such attested or other copies or extracts of or from the said deeds and writings

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as they may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and uncanceled.

AND THE PURCHASERS from this date shall be the absolute owners of the said property as stated hereinbefore and the Purchasers shall and will and may from time to time and at all times hereafter peaceably and quietly hold, possessed, enjoy the said property with easement rights, benefits, amenities, conveniences hereby granted and conveyed with right of sale, gift, lease, assign and transfer in any way etc. and receive and take the rents, issues, and profits, thereof and every part thereof without any lawful suits, eviction, interruption or disturbance whatsoever from or by any person or persons claiming under or in trust for the Vendors the Purchasers doth hereby covenant with the Vendors and the Developer that the Purchasers shall observe, fulfill and perform all the covenants hereunder written and including those for the common purpose and shall regularly and punctually pay and discharge all taxes and impositions on the unit wholly and common expenses and all other outgoings proportionately from the date of registration/ possession.

The Purchasers shall not raise any unreasonably objection in respect of the Unit **flat and Car Parking Space** and put any requisition concerning the nature, scope and extent thereof.

The Purchaser shall apply for the said **flat and Car Parking Space** mutated in their names and separately assessed for the purpose of assessment of Municipal Rates and Taxes, and payment of Municipal Rates and Taxes and upon separation and/or Mutation of the **flat and Car Parking Space**, the Purchasers shall pay such tax or imposition as may be assessed directly to the Kolkata Municipal Corporation.

The Flat Owners' Association including the Purchasers herein shall remain liable to indemnify and keep indemnified the Vendors and the Developer for all liabilities due to non-fulfillment of their respective obligation.

The Purchasers shall not do or suffer anything to be done in or about the Unit/**flat and Car Parking Space** which may cause or tend to cause any damage to any flooring or ceiling of the Unit or any other portions over and below the Unit or on the said adjacent to the Unit or in any manner obstruct in or prevent from the use thereof quietly and exclusively by the person or persons entitled thereto or of any open space, passage or amenities available for common use, The Purchasers shall not claim any partition or subdivision of the land or common areas and facilities and to partition the Unit by mets and bounds and will not change the nature and character of the building without prior sanction of the Municipal Authorities.

The Purchasers shall have right to install or fix the electric meter or the said flat in the meters space and the electric connection from the main to the said flat provided the Purchasers get the said meter transferred in his/her/their name/s.

The Purchasers shall have right to take electric and telephone connection to the said flat and right of modification of internal decoration, construction, addition in the said **flat and Car Parking Space** with prior sanction from the Municipal authority, if necessary.

SCHEDULE 'A' ABOVE REFERRED TO

(Description of the entire premises)

ALL THAT piece and parcel of Bastu land measuring about **5(five) Cottahs 06 (Six) Chittacks 34 Sq.ft.** be the same a little more or less together with newly constructed G + 4 storied building standing on part thereof being the portion of C.S. Dag No. 70, appertaining to C.S. Khatian No. 167, under **R.S. Dag No. 78/1004 appertaining to R.S. Khatian 874**, comprising in Mouza - Santoshpur, Pargana – Khaspur, Revenue Survey No.18, J.L. No.22, District Collectorate Touzi No. 151, within the A.D.S.R. at Sealdah, District Sub-Registrar Office at Alipore, which is at present within the jurisdiction of The Kolkata Municipal Corporation, under Ward No. **103**, Police Station – formerly Purba Jadavpur now Survey Park, in the District of South 24-Parganas, being K.M.C. Premises No. **12, South Park, (mailing address 10, South Park), Kolkata-700 075, Ward No. 103**, being Assessee No. 311034400123, which is butted and bounded by :-

On the North : 8, South Park ;
On the South : 12, South Park ;
On the East : 20 Ft. wide K.M.C. Road,
On the West : 10/1, South Park.

SCHEDULE 'B' ABOVE REFERRED TO

(Description of the flat and car parking space hereby sold)

ALL THAT piece and parcel of one **flat No.**, measuring about **Sq.ft.**
Super built up area on the floor side consisting of Bed Rooms,
1 Dining, cum drawing, 1 kitchen, 1 toilet, 1 W.C. and 1 balcony **and One Car Parking,**
Space No., measuring about 120 sft. on the Ground floor of the G + 4
storied building being **K.M.C. Premises No. 12, South Park, (mailing address 10, South**
Park), P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District – South 24
Parganas, K.M.C. Ward No.103, alongwith undivided proportionate share of land
uses right of commons more particularly delineated in the map or plan annexed
hereto and thereon shown with boundary lines in **RED** verge together with
undivided proportionate impartible share or interest in the land of the said
premises attributable to the said flat, lying and situated at **K.M.C. Premises No.**
12, South Park, (mailing address 10, South Park), P.O. Santoshpur, P.S. Survey Park,

Kolkata-700 075, District – South 24 Parganas, K.M.C. Ward No.103, within the jurisdiction of District South 24 Parganas, along with proportionate right in common areas such as passages, staircase, landings, septic tank, overhead and semi underground water reservoir, lift, lift machine room, roof of the building and all other common electrical wires and plumbing installations together with facilities, utilities and benefits provided in the said premises which is to be used as common between all the co-owners of the said building.

THE SCHEDULE 'C' ABOVE REFERRED TO

(Common areas and facilities)

1. The spaces within the building comprised of the entrance thereto staircase, leading lobbies and roof.
2. The foundation columns, girders, beams supports main walls and main gate of the premises and the passage leading to the building and staircase.
3. The installation for common services such as the drainage system in the premises, water supply arrangements in the premises and electric connections and other civic amenities if any to the premises.
4. Reservoir on the ground floor and the reservoir on the roof of the top floor of the building, pump, motor pipes, and all other apparatus and installations in the premises for common use.
5. Septic tank and the sewerage's lines thereto connected.
6. Wiring and accessories in all common areas of the premises.
7. All other facilities and amenities in the premises which are intended for common use.
8. Space for C.E.S.C. meter.
9. Lift & Lift room.

THE SCHEDULE 'D' ABOVE REFERRED TO

(Common Expenses)

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1. The expenses of maintaining, repairing, reconstructing and renewing the main structure and the drainage system, rain water discharge arrangement, arrangements for supply of electricity, lift and all common contained in the said premises.
2. The cost of cleaning and lighting the entrance of the building, the passage and spaces around the building, lobby, corridors, stair-case and lift.
3. The costs of repairing and decorating the exterior of the building.
4. All taxes, levies and impositions, deposits etc. for the premises as a whole.
5. All litigation costs relating to the common parts and common interest in the building.
6. All salaries, wages, fees and remuneration's of all workmen, staff and experts engaged and hired for the common purpose.
7. Costs of maintaining, repairing, operating, replacing and installing implements including pump, motor pipes, etc. for common services.
8. The expenses of repairing, maintaining, white washing and colour washing the main structure of the building.
9. Premium of Insurance for the Building, if any.
10. Such expenses as would be necessary for or incidental to the said maintenance and upkeep of the premises and of the common areas, facilities and amenities.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands and seals the day, months and year first above written.

SIGNED SEALED AND DELIVERED IN

THE PRESENCE OF:

- 1.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE PURCHASERS

SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY

RECEIVED from the within named Purchasers the within mentioned a sum of Rs.,000/- (Rupeesonly), being the total consideration money of the flat and car parking space described in the Schedule "B" hereinabove as per memo below:-

MEMO OF CONSIDERATION

<u>Date</u>	<u>Amount</u>	<u>Cheque No.</u>	<u>Name of the Bank & Branch.</u>
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Rs. ,000.00

(Rupeesonly)

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER

Drafted by

:: 19 ::

Advocate
Alipore Criminal Court
Kolkata -700 027.

Typed by :

Shyamal Gayen
22 Janata Road
Santoshpur, Kolkata – 75.