

Deed of Conveyance

This Deed of Conveyance is made on this the.....day of2024(Two Thousand Twenty Four).

BETWEEN

ALI AND KURMI CONSTRUCTION, (PAN-ABUFA2985M)a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 5B, Bondel Road, P.S.-Karya, Kolkata-700019, represented by their authorized partners partners 1. SUBRATA KURMI, son of Niranjan Kurmi, PAN-AOIPK0932M, Aadhaar No.5755 4353 1171, Mob 7003939263, by caste-Hindu, by occupation-Business, residing at 5B, Bondel Road, P.S.Karaya, Kolkata-700019, 2.MR.AHMAD ALI son of Mahboob Ali Siddique, PAN-BFGPA3170M, Aadhaar No.5467 9884 545, Mob-7980521462 by caste-Muslim, by occupation-Business residing at 43/3 Old Ballygaunge 1st Lane, P.S.Karya, Kolkata-700019,authorized by partnership agreement dated....., hereinafter referred to as the **“Promoter”**(which terms or expression shall unless excluded by or repugnant to the context shall always means and include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

DR.MAYA GHOSE@ MAYA RANI GHOSE daughter of Late.Nirod Kumar Ghose, PAN-ADVPG0021B, Adhaar No.2917 9081 9374, By faith-Hindu, By Occupation-Doctor, Residing at 20C, Broad Street, P.S.Karaya, Kolkata-700019, hereinafter called and referred to as

the **OWNER/VENDOR**(which terms or expression shall unless excluded by or repugnant to the context shall always means and include her heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

SRI SOUMENDRA NARAYANDUTTA S/O Kali Naryan Dutta,(PAN.AGLPD0351J)(Aadhaar No.8608 4793 0683) By Faith-Hindu, By Occupation-Business, Aged about-.....years, Residing at Abhinandan Apartment, Block-1,2nd floor, 353, Jogendra Garden, Bose PukurPurba Para, E.K.T. Circus Avenue Kolkata-700107, (which terms or expression shall unless excluded by or repugnant to the context shall always means and include her heirs, executors, administrators, legal representatives and assigns) of the **“Allottee**.

WHEREAS

A. **DR.MAYA GHOSE@ MAYA RANI GHOSE** daughter of Late.Nirod Kumar Ghose, PAN-ADVPG0021B, Adhaar No.2917 9081 9374, By faith-Hindu, By Occupation-Doctor, Residing at 20C, Broad Street, P.S.Karaya, Kolkata-700019, hereinafter called and referred to as the **“OWNER”** is the absolute owner of the land measuring about 3 cottahs 5 chittaks 8 Sq.ft more or less along with a small dilapidated tin shed structure measuring about 100 sq.ft more or less situated in the District of 24 Paragans South, P.S.Karaya , A.D.S.R. Sealdah holding No.68 thereafter 215/299 A and the said premises now known and renowned as Premises No.11A, Broad Street, P.S.Karaya, Kolkata-700019, K.M.C Ward No.65 and the first party acquired the said land by a registered Deed of Sale which was registered in the office of A.D.S.R. Sealdah recorded in the Book No.I, Volume No.-47, at Pages No.359-372 as Deed No.1554 for the year 2001. The Owner and the Promoter have entered into a development agreement dated.....

Registered at the Office of the Registrar at DSR-..... at Alipore in Book No..... Volume No.....Pages from.....to..... bearing No.....of the year 2022.

- B. The said land is earmarked for the purpose of building a residential project, comprising G+IV multistoried apartment buildings and the Second party is the owner of the land admeasuring about more or less 3 cottahs 8 chittaks 0sq.ft along with a tin shed dilapidated structure measuring about more or less 300Sq.ft situated in the District of south 24 Paraganas, P.S.-Karaya, A.D.S.R.Sealdah and the said premises known as Old premises No.9 and now the said premises renowned as Premises No.9B, Broad Street, Kolkatat-700019, KMC Ward No.65 and the first party acquired the said land with the structure by a registered Deed of Sale which was registered in the Office of ADSR Sealdah recorded as Book No.-I, Volume No.-26, Pages 317-328 as Deed No.753 for the year 2002.AND WHEREAS by the aforesaid two deeds the first party became the owner of the land measuring about 6 cottahs 13 chittaks 8 Sq.ft more or less with brick built tin shed structure more or less 400Sq.ft and upon the said land and one club forcefully occupied a portion of a land measuring about more or less 1 cottah 3 chittaks and after gifting the said portion to the club the remaining portion for the boundary declaration by the KMC the first party is now the owner of land measuring about more or less 5 Cottahs 10 Chittaks 13Sq.ft.AND WHEREAS the first party owner mutated her name before the KMC and also amalgamated the said two property measuring about more or less 5 cottahs 10 chittaks 13sq.ft and the said property known as 9B UStad Bade Golam Ali Khan Sarani, Kolkata-700019, Assessee No.-110650800114 under KMC Ward No-65 and the Owner possessing the said property up till now as an absolute Owner duly mutated her name, and also paying rents and taxes etc.AND WHEREAS the first party owner for construction of a multistoried building

for residential purpose applied before the KMC and obtained a building sanction plan vide no-2019070036 dated 10.06.2019.AND WHEREAS after obtained the building sanction plan form KMC authority in the name of the first party owner, she intend to raise a multistoried building on her aforesaid land but she is unable to construct the said building due to non experience of construction and also financial distress the first party owner in search of an experienced and financially sound developer/builder for construction of a multistoried building and wants to execute a development agreement.AND WHEREAS after came to know such desires of the owner the developer/builder herein has/have approached the owner/first party herein for development and or construction of a multistoried building upon the said premises as per sanction plan mentioned above which is morefully and particularly described in the schedule hereunder written and the owner/first party has agreed to do the same and the first party of the first part executed a Development Agreement with General Power of Attorney in favour of the Second party of the second part and the said Development Agreement with the General Power of Attorney was registered in the Office of DSR-IV, South 24 Paragans, Alipore recorded as Book No.-I, Volume No.-1604-2022, Pages from 116051 to 116103 Being no.160402859 for the year 2022.AND WHEREAS the developer/second party are starting for construction of a G+IV storied building and the developer intends to sell of a flat in the developer's allocation in the 2nd floor measuring about more or less 1015 Sq.ft Super built up area approximately flat No.2A, including one open car parking space parking No.7 @ Rs/- per sq.ft at a total consideration of Rs 95,00,000/-Only (rupees ninety five lakhs only) and the purchaser after knowing the same agreed to purchase the aforesaid flat together with car parking space which is morefully described in the schedule below at a total consideration of money of Rs 95,00,000/-Only (rupees

ninety five lakhs only) and for avoiding any future complication the parties made this agreement.**AND WHEREAS** that Second Party/Developer agreed to sell the said flat at 2nd floor measuring about 1015 Sq.ft(super built up area) including one open parking space at the Ground Floor mentioned in RED COLOUR and the Third Part agreed to purchase the said property and will pay earnest money amounting to Rs 9,50,000(Rupees nine lakh fifty thousand only) during the time of sale agreement out of total consideration of Rs 95,00,000/-Only (rupees ninety five lakhs only) and the rest amount of Rs 85,50,000/-(Eighty Five Lakhs Fifty Thousand Only) will be paid at the time of registration of the said Deed of conveyance for the said property mentioned in the schedule below. **AND WHEREAS** that being approached by the Purchaser herein the Vendor has agreed to sell the said scheduled flat at Premises No as 9B UStad Bade Golam Ali Khan Sarani, Kolkata-700019, Assessee No.-110650800114 under KMC Ward No-65 measuring about 1015 Sq.ft (shown in Red border schedule) 2nd floor (flat No.2A) super built up area along with a open garage in the ground floor of the said proposed building together with all easement right into over and underneath and to the ingress and egress to and from the internal road butted and bounded called known numbered and distinguished more fully described and delineated in the Map or Plan annexed hereto and separately shown under bordered RED described in the scheduled property described below more fully described in the **Schedule** hereunder written at and for the total consideration of Rs 95,00,000/-Only (rupees ninety five lakhs only), out of this consideration amount presently the Vendor has received as earnest money the sum of **Rs 9,50,000/- (Rupees Nine Lakhs Fifty Thousand only)**out ofRs 95,00,000/- Only (rupees ninety five lakhs only) at the time of signing of the Sale agreement of the scheduled property to the intending purchaser as mentioned earlier. That the **remaining balance of Rs 85,50,000/-(Rupees**

Eighty Five Lakhs Fifty Thousand Only) will be paid in installments as per the schedule upto the time of registration of Deed of Conveyance free from all encumbrances on the terms and conditions mentioned herein below.**AND WHEREAS** The vendor made representations, warranties and declares that:**AND WHEREAS** Since acquiring the right title interest in the said land and property the Vendor is in physical possession of the same and is paying rent revenue and taxes to the Government Authority regularly without any default.**AND WHEREAS** The Vendor has not received any notice from any authority for acquisition or requisition and declare that the said property is not affected by any scheme or notice of acquisition or requisition of Government or any other statutory body.**AND WHEREAS** Save as mentioned hereinabove and since acquiring the right title interest of the said property the Vendor has not at any time done or executed or knowingly suffered or been made parties or done to any act, deed, matter or thing whereby the said property can or may be impeached encumbered or affected in title.**AND WHEREAS** The Vendor has now good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure all and singular the said property.**AND WHEREAS** the said property is now free from all claims, demands, encumbrances mortgages, charges, liens, attachments, lispendens, usages debutters, trusts, prohibitions, Income Tax attachments financial institution charges and liabilities whatsoever or howsoever made or suffered by the vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the vendor or the vendor's predecessor in title further the said property is not affected by or subject to any personal for securing any financial accommodation.**AND WHEREAS** relying on the aforesaid representation and believing on the vendor, the purchaser offered to purchase and acquire the said flat (Flat-2A) the total consideration of Rs

95,00,000/-Only (rupees ninety five lakhs only) free from all encumbrances and in free simple and in full vacant possession.**AND WHEREAS**Pursuant to the aforesaid Agreement for Sale the Purchaser herein on the representation made by the Vendor and upon taking inspection of all relevant documents including plan or map approached the Vendor for execution and registration of Deed of Conveyance of the scheduled property which is more particularly described in the schedule hereunder written at/or for a total consideration of as mentioned below the total consideration of Rs 95,00,000/-Only (rupees ninety five lakhs only) subject to the terms and conditions hereinafter appearing free from all encumbrances.

- C. The Promoter is fully competent to enter into this agreement and all the legal formalities with respect to the right , title and interest of the Promoter regarding the said land on which project to be constructed have been completed.
- D. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval date bearing no.....
- E. The Promoter has obtained the final lay out plan approvals for the project from KMC. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at.....No.....
- G. The Allottee had applied for an apartment in the project vide application no.....having carpet area of.....on....floor along with garage no.....admeasuring about.....Sq.ft in the As permissible under the applicable law and of share in the common areas(“Common Areas”) as defined under clause (n) of Section 2 of the Act(

hereinafter referred to as the Apartment more particularly described in the Schedule A and the floor plan of the apartment is annexed hereto and larked as Schdule B.

- H. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual right and obligations details herein.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws rules and regulations notifications etc applicable to the Project.
- J. The Parties relying on the confirmation representation and assurance of each other to faithfully abide by all the terms conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- K. In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage as specified in paragraph G.

AND WHEREAS being approached by the Purchaser herein the Vendor/Owner Prabir Banerjee have agreed to sell the said entire scheduled flat admeasuring 1015Sq.ft (Super built up area) in the 2nd floor in the said building being Premises No.5A, Surya Kumar Chatterjee Street, Kolkata-700025 as described in the scheduled property described below more fully described in the **Schedule** hereunder written at and for the lump sum price of **Rs 95,00,000/- (Rupees Ninety five Lakhs)** only as consideration of the cost price of the extra area of flat in the new building on the date of Registration of the Deed of Conveyance as total amount of consideration for sell of the scheduled property to the intending tenants/purchasers. The tenants/purchasers will pay **Rs**/- (**RupeesLakhs**) at the time of signing the Deed for Sale at the time of registration of Deed of Conveyance free from all encumbrances on the terms and conditions mentioned herein below. Pursuant to the aforesaid Agreement for Sale the Purchaser herein on the representation made by the Vendor and upon taking inspection of all relevant documents including plan or map approached the Vendor for purchase of the scheduled property which is more particularly

described in the schedule hereunder written at/or for a total consideration of as mentioned Rs 95,00,000/-Only (rupees ninety five lakhs only) only subject to the terms and conditions hereinafter appearing.

- a)** That upon discussion and negotiation by and between the parties herein and relying upon the aforesaid representations of the Vendor the Purchaser/Tenant has agreed to purchase and the Vendor have agreed to sell the said scheduled property whatsoever and however at or for a total consideration of Rs 95,00,000/-Only (rupees ninety five lakhs only) only free from all encumbrances.
- b)** The Vendor and the Purchaser/Tenant have entered into negotiation with the Purchaser for sale of the said property and during the pre-agreement/negotiation stage the Vendor has represented to the Tenant/Purchaser as follows:
- i) That the Vendor is the absolute owners of the said property and no person/s other than the Vendor have any right title interest whatsoever in the said property.
 - ii) That the Vendor and/or its predecessors-in-title has/have not used the said property or any part thereof for any purpose other than that for which the same was settled and/or meant to be used and have not committed default of and/or contravened any provision of any law applicable to the said property or any part thereof.
 - iii) That the municipal taxes and other levies payable to the Government of West Bengal other statutory and local bodies and all other authorities has been paid from time to time by the Vendor and/or its predecessors-in-title in respect of the said property and there is no Certificate Proceeding or Public Demand or any other outstanding of any nature against the Vendor and/or its Predecessors-in-title and/or in respect of the said property or any portion thereof.
 - iv) That the said property is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, thika tenancies, licenses, occupancy, rights, trusts, debutter, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, vestings, alignments, easements, liabilities, lispendens, suits, legal proceedings and litigations whatsoever.
 - v) That no agreement or arrangement whatsoever written or oral with any other persons or entity relating to and/or concerning the said Property or any portion thereof in any manner whatsoever is valid or subsisting and neither there exists nor there would exists on the date of completion of sale in favour of the Purchaser or its nominees, any

- agreement for sale, lease, tenancy or any other agreement/document in respect of the said property.
- vi) That all taxes rates assessments and outgoings in respect of the said property upto date of complete of the sale (in favour of the Purchaser) shall be borne and paid by the Vendor.
 - vii) There is no impediment in holding and/or transferring the said property in favour of the Purchaser(including its nominees) under the prevailing laws including any notifications etc for acquisition/requisition.
- c)** The Parties have agreed to record the terms and conditions for completion of the sale of the said property as stated hereunder.
- d)** At or before the execution of this Agreement the Purchaser.
- i). has fully satisfied himself as to the title of the land owner/Vendor and the rights of the Vendor.
 - ii). Owner/ Vendor has inspected the plan sanctioned by the Kolkata Municipal Corporation and on the date of registration the Owner/Vendor will hand over all the relevant documents regarding the said flat.
 - iii). The area and other dimensions and specifications of the said property provide by owner as agreed by the Purchaser.
 - iv). Acknowledges that the common parts and portions are to remain common and it is to remain available for common use and enjoyment of the various other co-owners of the adjacent properties and/or occupiers of the adjacent properties and has agreed not to raise any objections whatsoever or howsoever.

AND WHEREAS the Vendor herein desire to sale a flat at the 2nd floor measuring about 1015Sq.ft (Super built up area) and the Purchaser herein after knowing the intension of the vendor/owner accepted the said offer of the Vendor and agreed to purchase the schedule property at a total consideration of Rs 95,00,000/-Only (rupees ninety five lakhs only).

AND WHEREAS the said scheduled property consisting of 3 bed rooms 1 Living dinning with open kitchen 2 toilet and other amenities described in the schedule below at premises no 9B, Bade Gulam Ali Khan Sarani, Kolkata- 700019, P.S - Karea admeasuring about 1015Sq.ft (Super built up area) in the 2nd floor of the said new building. The registration of the said flat is done by accepting the amount of Rs 95,00,000/-Only (rupees ninety five lakhs only) vide Demand Draft/NEFT/RTGS No.....

dated..... is paid at the time of registration of the Deed of conveyance.

AND WHEREAS the purchaser herein has verified and searched all the title related documents of the vendor/owner at the time of registration and after satisfying the title of the vendor/owner they agreed to purchase the schedule mentioned flat accordingly and all the municipal taxes are paid by the vendor/owner till today and the same has been verified by the purchaser also and after completion of the deed of conveyance the vendor/owner will not be liable to pay any taxes if any in respect of the said flat dwelling in the building after the registration of the said flat.

AND WHEREAS by virtue of the said Deed between the Owner and the Purchaser/Tenant has got contracted to sale the said scheduled property consisting of 3 bed room 1 Living dinning with open kitchen 2 toilet admeasuring about 1015Sq.ft (Super built up area) on the 2nd floor of the said building at Premises No.9B Ustad Bade Gulam Ali Khan Sarani, Kolkata-700019 with undivided impartiable proportionate share in the land and in common areas and amenities attached thereto consisting of 3 bedroom and two toilet in the said flat. AND WHEREAS now vendor offered to sell to the present Purchasers/Tenants above mentioned and who agrees to purchase the said flat residential during ALL THAT piece and parcel of the complete flat on the 2nd floor, measuring about 1015Sq.ft (Super built up area) approx. lying and situated at Premises No. 9B Ustad Bade Gulam Ali Khan Sarani, Kolkata-700019 with undivided impartiable proportionate share in the land and in common areas and amenities attached thereto consisting of 3 bed room 1 Living dinning with open kitchen 2 toilet more fully and

particularly described in the Schedule "B" hereunder written. along with undivided impartiable, proportionate share or interest of the land in the building at Premises No. 9B Ustad Bade Gulam Ali Khan Sarani, Kolkata-700019, District South 24-Paraganas, more fully and particularly described in the first schedule "A" written having right to use all common spaces, portions of the building and the Premises, entrances and exits, passage, paths, underground reservoirs, septic tank, electric meter room, electrical connection and installations, water connection etc. which is more fully and particularly described in the schedule "C" hereunder written with joint liabilities, responsibilities and stipulations etc. to pay all common charges, fees, impositions and outgoings for all common purposes which are also more fully and particularly described in schedule "C" hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the a sum of **Rs 95,00,000/- (Rupees Ninety Five Lakhs Only)** paid by the Purchaser to the Vendor/Owner herein and of and from the same and every part thereof do hereby acquit , release and discharge the Purchaser a well as the said flat fully described in the Schedule "B" hereunder written, the Vendor/Owner do hereby grant transfer sell and convey unto the Purchaser ALL THAT the said flat on the second floor of the said building measuring about 1015Sq.ft (Super built up area) more or less lying and situated at Premises No. 9B Ustad Bade Gulam Ali Khan Sarani, Kolkata-700019, District South 24-Paraganas, more fully and particularly described in the schedule "B" hereunder written, along with undivided proportionate share or interest of the land the building at the said

Premises, which is more fully and particularly described in the Schedule "A" hereunder written along with the right of access to the said Premises directly and/or through passage, lobbies and common areas thereof together with all user right of common spaces, boundary walls, drains, sewerage, underground reservoirs, septic tank, water connection electric connection and equipment's or installations thereto the said building, electric pump/motor room, meter room and all easements rights and appurtenances belongings to the said building and land together with every kind or yards benefits and advantages of ancient or other lights, ways paths common or other passages, water-courses and all manner or former and other rights, liabilities, easement, privileges, profits, appendages and appurtenances whatsoever to the said flat belonging or in anywise appertaining to or with the same or any of them or any part thereof now or at any time heretofore held used occupied or enjoyed with there and every of their appurtenances and together with electrical upto the said flat and sanitary fittings with necessary connections and other amenities to be enjoyed therewith as also the right in common with the other apartment or flat owners for the time being of the building to the passages common drain, water-lines, electric lines, common yards and passage leading to the said building from the main road in the said flat and every part plus parcel thereof and all the estate right, title interest, possession of the property claim and demand whatsoever both at law and in equity into, out of and upon the said flat and every part thereof subject however to the terms and conditions and agreements hereinafter contained TO HAVE AND TO HOLD the said Apartment or flat hereby granted transferred sold conveyed or expressed or intended so to be unto and to the use of the Purchasers absolutely and forever and the

Owner/Vendor to do hereby covenant with the Purchasers that NOTWITHSTANDING any act or deed matter or thing by the said Vendor/Owner made done or executed or knowingly suffered to the contrary the Vendor/Owner had good right full power and absolute authority to grant sell, transfer, convey, release and confirm the said apartment or flat hereby granted sold, transferred conveyed or expressed or intended so to be unto and to the use of the Purchasers/Tenants shall and may at all the times hereafter peacefully and quietly possess and enjoy the said flat and each and every part thereof without any lawful eviction interruption claim or demand from or by the Vendor/Owner or any person or persons lawfully or equitably claiming form under or in trust for it AND that free from encumbrances whatsoever made or suffered by the Vendor/Owner and further the Vendor/Owner lawfully or equitably claiming from estate or inheritance in the said flat or any part thereof from under or in trust for the Vendor and will from time to time and at all times hereinafter at the requests and costs of the Purchaser do and execute or cause to be done and executed all such further and other acts, deeds and things for further and more perfectly assuring the said flat and every part thereof unto and to the use of the Purchasers/Tenants in the manner aforesaid as shall or may be reasonably required.

THE PURCHASER DO HEREBY COVENANT WITH THE VENDOR/OWNER AND OTHER dwellers in the building OWNERS AS follows:

a). The Purchaser/Tenants will use the flat for residential purpose only and shall not carry on any industrial or trading or commercial or manufacturing activates therein.

b). The Purchaser/Tenant shall pay to the Vendor/Owner/flat owner's association/other dwellers of the building such sum or sums for and on account of service charges, sanitation, water-supply, security, common lightings, salaries durwans, Sweepers and other things of common conveniences and amenities which now are or may hereafter be provided by the Vendor/Owner from time to time as may be determined by the Flat Owner's Association.

c). Save and except the said flat hereby sold to the Purchaser/Tenant shall have no individual right to the open space, lobbies, terrace etc. which shall be used commonly for the benefits of all the members of the building or flats.

d). The Purchaser/Tenant used to and shall continue to contribute and pay from time to time his proportionate shares towards the costs, charges, expenses, outgoings etc. incurred by the Owner/Vendor or other Flat Owner's Association/other dwellers of the building if any, for furtherance of the common interest and facilities and for the betterment of the said building the flats as may be decided by the Flat Owner's Association.

e). That the Purchaser/Tenant do hereby agree to keep the said flat including the walls, fixtures, pipes fittings, electric lines, switch boards and other appurtenance thereunto belonging in good working condition and in such manner as is necessary to support and protect the other parts of the building. The Purchaser Tenant shall also at the costs and expenses keep the said flat's wind and water-tight.

f). The Purchaser/Tenant further agree to take all necessary care and precaution to maintain and use the property of the building, common passage, gangways, corridors, common lights, etc. In such manner as the same remains in good and working condition and help the Vendor/Owner and/or the Flat owner's association on doing so.

g). The Purchaser/Tenant shall not at any time demolish or damage the flat or any part thereof or cause to demolish or damage the same.

h). The Purchaser/Tenant shall not do anything that may cause or likely to cause breach of peace in the building or locality affecting peace and dignity of the members of other flats and its neighbors.

i). the Purchaser/Tenant do hereby further agree and undertakes to abide and be bound by bye-laws.

k). so long as the said flat is not separately assessed for municipal taxes the Purchaser/Tenant shall pay the proportionate share of municipal taxes, water tax, any other if and were assessed on the schedule Premises.

l). The Purchaser/Tenant shall abide by the laws and regulations of the Government, K.M.C or other authorities and local bodies and shall comply with all such requisitions of the K.M.C Government of West Bengal, fire brigade or other bodies or authorities as may from time to time be made upon or in respect of the building or flat.

m). The Purchaser/Tenant shall not throw or accumulate any dirt, rubbish or other refuses or permit the same to be thrown or accumulated in his flat or in the compound or any portion of the building and/or flat except at places provided for the purpose.

n). The Purchaser/Tenant shall have every right to sell, convey, transfer, gift, lease, mortgage, rent, assigns or assure the said flat in any manner whatsoever as and when required by them without any claim/objection/demand/permission either from the owner/vendor.

o). The Purchaser/Tenant shall have every right to assess his names with the Assessment Register of the Kolkata Municipal Corporation for paying the separate taxes in respect of his flat. The purchaser has right to install separate electric connection in respect of the said Schedule-B as mentioned flat herein.

p). The Purchaser/Tenant shall have every right to decorate interior of the flat at his own costs and when required.

q). The Owner/Vendor will hand over all the relevant documents regarding the said building to the Purchaser at the time of registration of this deed of conveyance.

r) That if in future any error or omission detected in these presents the same will be ratified by the vendors by a proper deed of ratification and declaration at the cost and expenses of the of the purchaser.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the entire land)**

ALL THAT piece and parcel of land more or less measuring about 6 cottaks 13chittaks 8 Sq.ft now physically measured more or less 5 cottahs 10 chittaks 13sq.ft together with brick built tin shed structure measuring about more or less 400sq.ft at premises No. 9B Ustad Bade Golam Ali Khan Sarani, P.s.Karaya, Kolkata-700019 KMC Ward No.-65, Assessee No-1106 5080 0114 which is butted and bounded by:

ON THE NORTH: Premises No.11,Ustad Bade Golamali Khan Sarani

ON THE SOUTH: Premises No.9A,Ustad Bade Golamali Khan Sarani

ON THE EAST : 11.80M wide Ustad Bade Golamali Khan Sarani

ON THE WEST: KMC road Premises No.11/3B,Ustad Bade Golamali Khan Sarani.

**THE SECOND SCHEDULE “B” ABOVE REFERRED TO
(Owner’s Allocation)**

The land owner/first party herein will get 55% of the built up area of the total FAR of the said proposed G+4 storied building which will be constructed upon the area measuring about more or less 5 cottahs 10 chittaks 13 sq.ft which is mentioned in the first schedule of this Agreement and the 55% ratio of the owner’s allocation will be provided on the entire first floor and third floor each having more or less 2052 sq.ft and four garages (three covered and one open) out of the eight garages(six covered and two open) each having measuring about more or less 142.46Sq.ft in the ground floor along with undivided proportionate share of land, together with all other facilities and amenities of the said premises no.9B Ustad Bade Golam Khan Sarani P.s.Karaya, Kolkata-700019.

**THE THIRD SCHEDULE ABOVE REFERED TO
(Developer’s/Builder’s Allocation)**

DEVELOPER’S ALLOCATION shall mean remaining 45% of the total FAR of the proposed G+IV storied building (save and except the owner’s allocation) and the developer will get the entire second floor each having more or less 1961.23 sq.ft of the said proposed G+IV storied building together with four garages(three covered and one open) in the ground floor measuring more or less 142.46 Sq.ft. each of the remaining 45% of the built up area along with undivided proportionate share of land, together with all common facilities and amenities of the said KMC Premises No.9B, Ustad Bade Golam Khan Sarani, P.s.Karaya, Kolkata-700019. Be it mention here developer’s excess allocation area 451 sq.ft out of the schedule ratio 45% of this agreement for which the developer’s shall/will pay the amount on the excess built-up or super built-up area to the owner.

SCHEDULE-C ABOVE REFERRED TO:**(Common areas and facilities)**

1. Entrance and exists of the said building and open spaces.
2. Drain, sewerages, lobbies, landing, lift.
3. Electric meter room, underground water reservoir, septic tank, overhead water tank.
4. Common plumbing installation for carriage of water.
5. Boundary walls, main gate etc.

SCHEDULE OF PROPOSED FLAT

ALL THAT piece an parcel of a flat measuring about said ready flat on the 2nd floor Flat No.2A as duly alienated in red with detailed dimensions in the sanctioned floor plan annexed hereto, having a super built up area of 1015 sq.ft (shown in red border in plan)approx more or less calculated on the floor area shown in the annexed sanctioned plan and accepted by the Purchasers and a demarcated open car parking space measuring about 135Sq.ft approx more or less, marked as "A" on the ground floor Garage No.7 (shown in red border in plan)with the undivided share or interest in the said land which are free from all encumbrances, charges, liens, lispendencies, attachments, liabilities at Premises No.9B, Ustad Bade Golam Khan Sarani, P.s.Karaya, Kolkata-700019.

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

WITNESSES:

1.

2.

.....

Signature of the first part

(Ali & Kurmi Construction represented by Subrata Kurmi &MR.Ahmad Ali as the constituted attorney of Maya Ghose @ Maya Rani Ghose)

.....

Signature of the Second Part

.....

Signature of the third part

Identified by me

(Advocate)

Date:

Place: Kolkata

Memo of Consideration:

The Vendor hereby sold and Purchaser hereby purchased the said flat/property more fully described in the Schedule hereinabove written at a consideration of **Rs**/- (**RupeesLakhs only**). **Out of total consideration of Rs**/-Only (rupees lakhs thousand only)paid as follows:-

Sl. No	Date	Name of the Vendor	Cheque/ DD /NEFT/RTGS Details	From Bank & Branch	Amount (Rs.)
1					
2					
3					
4					
			Total		

(The Total amount paid is **Rs**/- (**Rupees Lakhs only**)