

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS
THE DAY OF , 2023 (TWO THOUSAND
AND TWENTY THREE) A. D.

BY

SRI PRADIP KUMAR SARKAR (PAN BSWPS 5986 G), son of Late Kartick Chandra Sarkar, by occupation Business, by Nationality - Indian, by religion – Hindu and residing at 28A/1, Roy Bahadur Road, Post Office Behala, Police Station Behala, Kolkata 700034, District South 24 Parganas, hereinafter called and referred to as the LAND OWNER (which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include his heirs, successors, executors, administrators, legal representatives, assignees) of the party of the FIRST PART and being represented by his Constituted Attorney BIG BRICKS DEVELOPERS (PAN AAPFB 5109 E), a Partnership Firm, presently having its registered office at 1, Jyotish Roy Road, Kolkata – 700053 Post Office- New Alipore, Police Station – Behala and previously at 26/1A, S. N. Roy Road, Police Station Behala, Post Office Sahapur, Kolkata - 700038, District – South 24 Parganas, represented by one of its Partners namely SRI INDER KUMAR SADHWANI (PAN AIOPS 9982 K), son of Late Sirumal Sadhwani, by Nationality - Indian, by religion - Hindu, by occupation – Business and previously residing at 26/1A, S. N. Roy Road, Police Station - Behala, Post Office - Sahapur, Kolkata – 700038 and now residing at 3, Hari Das Dawn Road, Police Station-Behala, Post Office-New Alipore, Kolkata – 700053, District – South 24 Parganas, (vide a Development Power of Attorney, dated 14.06.2016, which has been registered at the Office of the Additional District Sub-Registrar at Behala, South 24 Parganas and registered in Book No. I, Volume No. 1607-2016, Pages from 161383 to 161412, Being No. 160704996 for the year 2016).

AND CONFIRMED BY

BIG BRICKS DEVELOPERS (PAN NO. AAPFB 5109 E), a Partnership Firm, presently having its registered office at 1, Jyotish Roy Road, Kolkata – 700053 Post Office- New Alipore, Police Station – Behala and previously at 26/1A, S. N. Roy Road, Police Station Behala, Post Office Sahapur, Kolkata - 700038, District – South 24 Parganas, represented by one of its Partners namely SRI INDER KUMAR SADHWANI (PAN

NO. AIOPS 9982 K) (AADHAR 8147 1720 8154), son of Late Sirumal Sadhwani, by Nationality - Indian, by religion - Hindu, by occupation – Business and previously residing at 26/1A, S. N. Roy Road, Police Station - Behala, Post Office - Sahapur, Kolkata – 700038 and now residing at 3, Hari Das Dawn Road, Police Station-Behala, Post Office-New Alipore, Kolkata – 700053, 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 included its executors, successors-in-office, legal representatives and assigns) of the party of the SECOND PART.

TO AND IN FAVOUR OF

(1)

(2)

AND (3)

, hereinafter jointly and / or collectively called and referred to as the PURCHASERS (which term or expression unless excluded by and repugnant to the contest shall mean and include their respective heirs, successors, executors, legal representatives, administrators and assigns) of the THIRD PART.

WHEREAS one Hindusthan Co-Operative Insurance Society Limited, by virtue of a registered Deed of Sale dated 25th March 1939, for valuable consideration mentioned therein sold, transferred, conveyed and assigned an area of land measuring more or less 03 (Three) Cottahs 06 (Six) Chittacks 42 (Forty Two) Sq. ft., Scheme Plot No. 63, together with all easement rights, benefits, privileges, powers, easements, right of way, liberties attached thereto, appertaining to Mouza - Punja Sahapur, J.L. No. 9, Pargana - Magura, R.S. No. 180, Touzi No. 3439 B1, Part of Dag No. 447, under Khatian No. 543, Additional District Sub-Registry Office at Behala, formerly under South Suburban Municipality, Part of Premises No. 51, Tollygunge Circular Road, now under Kolkata Municipal Corporation, Ward No. 117, Premises No. 27, Hari Das Dawn Road, Police Station Behala, Kolkata - 700053, District - 24 Parganas now 24 Parganas (South), to one Kalipada Bagchi and the said Kalipada Bagchi mortgaged the said land on the same date to Hindusthan Co-Operative Insurance Society Limited and thereafter said Kalipada Bagchi sold the said land subject to the aforesaid mortgage to Moghi Bai by virtue of a registered Deed of Sale dated 27th May 1939 and Moghi Bai redeemed the said mortgage and got a registered Deed of Release dated 26th November, 1943 from Hindusthan Co-Operative Insurance Society Limited and thereafter said Moghi Bai by virtue of a registered Deed of Sale dated 26th November 1943, sold the said property to Smt. Sarkar Bai and while in peaceful possession and occupation thereof, the said Smt. Sarkar Bai by virtue of a registered Deed of Sale dated 28th April, 1948, sold her aforesaid property to Hari Singh and Fowzdar Singh and since the date of purchase, the said Hari Singh and Fowzdar Singh were in exclusive khas possession of the same as joint owners thereof.

AND WHEREAS while in peaceful joint possession and occupation thereof, the said Hari Singh and Fowzdar Singh, by virtue of an Indenture of Sale dated 20th August, 1954, registered in the office of the Sadar Joint Sub Registrar of Alipore and registered in Book No. I, Volume No. 99, from 218 to 223 Pages and Being No. 5812 for the year 1954, for valuable consideration mentioned therein sold, transferred, conveyed and assigned their aforesaid land measuring more or less 03 (Three) Cottahs 06 (Six) Chittaks 42 (Forty Two) Sq. ft., unto and in favour one Smt. Prativa Ghosh.

AND WHEREAS after purchasing the said Property, the said Smt. Prativa Ghosh, mutated and recorded her name in the assessment register of the South Suburban Municipality now under Kolkata Municipal Corporation which has been assessed as Premises No. 27, Hari Das Dawn Road and constructed two storied building thereon and enjoying the same peacefully without any interference and disturbances from others and exercising all right of ownership thereto free from all encumbrances.

AND WHEREAS while in peaceful possession and occupation thereof, the said Smt. Prativa Ghosh died intestate on 13th day of July, 1992, leaving behind her, surviving her husband Sri Nirod Gopal Ghosh and only son namely Dr. Deba Prasad Ghosh as her legal heirs and successors, upon whom the aforesaid property devolved in accordance with the provision of Hindu Succession Act. 1956.

AND WHEREAS while in peaceful joint possession and occupation thereof one of the co – sharer namely Sri Nirod Gopal Ghosh died intestate on 31st day of July, 1994, leaving behind him surviving his only son namely Dr. Deba Prasad Ghosh as his only legal heir and successor, upon whom the aforesaid property devolved in accordance with the provision of Hindu Succession Act. 1956.

AND WHEREAS since the date of inheritance, the said Dr. Deba Prasad Ghosh, enjoying the peaceful possession of said land and building without interruption and disturbances from others and exercising all rights of ownership thereto free from all encumbrances.

AND WHEREAS while in peaceful possession and occupation thereof said Dr. Deba Prasad Ghosh, in urgent need of money by virtue of a Deed of Sale dated 23rd day of May, 2003, registered in the office of the Additional District Sub – Registrar, at Behala, and registered in Book No. I, Volume No. 87, from 147 to 158 Pages and Being No. 4139 for the year 2005, for valuable consideration mentioned therein sold, transferred, conveyed and

assigned his aforesaid land measuring more or less 03 (Three) Cottahs 06 (Six) Chittacks 42 (Forty Two) Sq. Ft. together with two storied building, unto and in favour of Sri Kartick Chandra Sarkar (son of Late Manmotha Nath Sarkar) and Sri Pradip Kumar Sarkar (son of Sri Kartick Chandra Sarkar), both are resident of 28A/1, Roy Bahadur Road, Police Station Behala, Kolkata - 700 034.

AND WHEREAS after purchasing the said property, the said Sri Kartick Chandra Sarkar and Sri Pradip Kumar Sarkar mutated and recorded their names in the assessment register of Kolkata Municipal Corporation which has been assessed as Premises No. 27, Hari Das Dawn Road, Assessee No. 41-117-04-0027-0 and have been paying rates and taxes to the concerned authority regularly and enjoying the same peacefully without any interference and disturbances from others and exercising all right of ownership thereto free from all encumbrances.

AND WHEREAS while in peaceful joint possession and occupation thereof one of the co-sharer namely Sri Kartick Chandra Sarkar died intestate on 5th February 2006, leaving behind him surviving his wife Smt. Sakuntala Sarkar and one son Sri Pradip Kumar Sarkar and one daughter namely Smt. Sarmila Sadhukhan as his legal heirs and successors and said legal heirs by operations of law of succession jointly inherited undivided $\frac{1}{2}$ (Half) share of aforesaid property as left by the said Kartick Chandra Sarkar, since deceased.

AND WHEREAS while in peaceful joint possession and occupation thereof, the said Smt. Sakuntala Sarkar and Smt. Sarmila Sadhukhan, by virtue of a Deed of Gift written in Bengali script dated 2nd Agrahayan 1416 B. S. corresponding to dated 18th day of November, 2009, registered in the office of the Additional District Sub-Registrar of Behala and registered in Book No. I, C.D. Volume No. 32, from 3728 to 3747 Pages, Being No. 11583, for the year 2009, in consideration of natural love and affection with their son and brother respectively by way of gift transferred their undivided $\frac{2}{3}$ rd share and interest out of the $\frac{1}{2}$ of the total land measuring about 03 (Three) Cottahs 06 (Six) Chittaks 42 (Forty Two) Sq. ft. land along with proportionate $\frac{2}{3}$ rd share and interest of the $\frac{1}{2}$ of the two storied

building standing thereon, unto and in favour of their son and brother respectively Sri Pradip Kumar Sarkar, the Land Owner herein.

AND WHEREAS the said Sri Pradip Kumar Sarkar, by virtue of the Purchase Deed as well as by virtue of Deed of Gift and by virtue of Law of Inheritance, became the sole and absolute owner of 03 (Three) Cottahs 06 (Six) Chittaks 42 (Forty Two) Sq. Ft. land along with a two storied building which is specifically mentioned in the Schedule "A" hereunder written.

AND WHEREAS after becoming the owner of the above mentioned property, the said Sri Pradip Kumar Sarkar, mutated and recorded his name in the assessment register of the Kolkata Municipal Corporation which has been assessed as Premises No. 27, Hari Das Dawn Road, Kolkata – 700053 and assessed under the Assessee No. 41-117-04-0027-0 and has been paying rates and taxes to the concerned authority regularly and enjoying the same peacefully without any interference and disturbances from others and exercising all right of ownership thereto free from all encumbrances.

AND WHEREAS said Sri Pradip Kumar Sarkar, the Land Owner herein - named, decided to develop the land mentioned in the schedule "A" hereunder written but due to want of requisite fund and lack of technical knowledge and men power, the Owner is not in a position to undertake the said project of development of the said land and approached the Developer herein to develop the land by construction of a multi storied new building comprising several flats / units / car parking spaces on the said plot of land.

Finding the project a viable one the said BIG BRICKS DEVELOPERS has agreed to take charge of the project, under some settled terms and conditions as mentioned and entered into an Agreement for Development on 07.06.2016, which has been registered at the Office of the Additional District Sub-Registrar at Behala and recorded in Book No. I, Volume No. 1607 – 2016, from 155496 to 155529 Pages, Being No. 160704773 for the year 2016.

Subsequently, on 14.06.2016, the said Pradip Kumar Sarkar being the Land Owner herein named have also appointed and / or nominated said SRI INDER KUMAR SADHWANI, being one of the Partners of BIG BRICKS DEVELOPERS, to act and / or on behalf of him, by virtue of execution and registration of General Power of Attorney for Development dated 14.06.2016. The said Document has been registered at the Office of the Additional District Sub-Registrar at Behala, South 24 Parganas and registered in Book No. I, Volume No. 1607-2016, from 161383 to 161412 Pages, Being No. 160704996 for the year 2016.

AND WHEREAS in pursuance of the said Development Agreement and General Power of Attorney for Development, the said Developer applied to the Competent Authority of the Kolkata Municipal Corporation for getting necessary sanction plan for constructing a G + Four storied building there on the said property and the Competent Authority of the Kolkata Municipal Corporation have duly sanctioned a Building Plan vide B.P. No. 2022130037 dated 19.05.2022, vide U/R 142 of K.M.C. Building Rule, Borough XIII.

AND WHEREAS the said Developer has started the construction work of the said G + 4 storied building with the help of the Technical Persons, Competent Masons and Persons, under the supervision of the Competent Engineer and in due course of time, the entire building has been completed in all respect.

AND WHEREAS in the meantime and on announcement by the Developer above named, to book unit/s and/or space/s out of the Developer's Allocation and being desirous to purchase and book a Self Sufficient Residential Flat along with an Interdependent Roof Covered Car Parking Space out of the two Car Parking Spaces in a Row, the Purchasers herein named have inspected the papers and documents in respect of the property and being satisfied with the title of the Land Owner and the right, interest and authority of the Developer in respect of disposal of the property under the Schedule herein, the Purchasers herein named have placed a proposal before the Developer herein-named to purchase ALL THAT the Self Sufficient Residential Flat, being Flat No.

Carpet Area

(inside area / net usable area), along with an Interdependent Roof Covered Car Parking Space out of the two Car Parking Spaces in Row no. 2, measuring about 135 (One Hundred and Thirty five) Sq. Ft., _____, of the G + IV Storied Building, TOGETHER WITH all the common rights, facilities, amenities, liberties and liabilities ALONG WITH the proportionate share and interest in the land underneath, which is more fully described under the Schedule 'C' below, at or for a total price of _____ only excluding Taxes as applicable and for the same the parties have entered into an Agreement for Sale and has agreed to pay the consideration amount.

AND WHEREAS after making arrangement of money towards payment of the residue portion of the settled consideration amount, as also the required expenses for the purpose of execution and registration of the required Deed of Conveyance, the Purchasers herein named have requested the Developer herein named to make arrangement for transferring the said Flat along with an Interdependent Roof Covered Car Parking Space by way of execution and registration of the required Deed of Conveyance, on receiving the total settled consideration amount and the Developer has agreed to perform accordingly.

AND HENCE THIS DEED OF CONVEYANCE.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance to the said booking or Agreement and in consideration of the said sum of _____ only, well and truly paid by the Purchasers to the Developer on or before the execution of these presents as per Memo of Consideration attached herewith and the Developer herein, of and from the same and every part thereof does hereby acquit, release, exonerated and forever discharge the Purchasers as well as the said Flat along with an Interdependent Roof Covered Car Parking Space, as more fully described in the Schedule -"C" hereunder written and every part thereof hereby sold A N D the Land Owner does

hereby sell, grant, transfer, convey, assign and assure unto and in favour of the Purchasers herein, free from all sorts of encumbrances and the Developer Concern does hereby confirm the said transfer of ALL THAT the Self Sufficient Residential Flat,

of the G + IV Storied Building,, being known & numbered as the KMC Premises No. 27, Hari Das Dawn Road, Kolkata 700053, having its mailing address as 2, Hari Das Dawn Road, P.S. Behala, Kolkata-700053, District – South 24 Parganas, as more fully and particularly mentioned in the Schedule - "C" hereunder written ALONG WITH the Purchaser have only ingress and egress right to the building (the Flat along with an Interdependent Roof Covered Car Parking Space, as mentioned above, is more-fully and particularly shown in the Plans or Maps annexed hereto and therein bordered with RED colour and hereinafter referred to as the "Said Unit"), free from all encumbrances, charges, liens, *lis pendens*, claims, demands, liabilities, acquisitions, requisitions, alignments and trust WHATSOEVER OR HOWSOEVER OTHERWISE the said Unit or Flat or any part thereof, now are or is hereafter or heretofore was or were situated, butted, bounded, called, known, numbered, described and / or distinguished TOGETHER WITH structures, walls, benefits, advantages and appurtenances whatsoever thereto or therewith usually held, used, occupied, enjoyed, reputed to know as part and parcel thereof or appurtenant thereto, the said land, premises or unit hereby sold, conveyed, transferred, assured and assigned UNTO AND TO the Purchasers herein and reversion or reversions, remainder or remainders and rents, issues and profits thereof and all estate, right, title, interest, inheritance, trust, use, possession, property, claim and demand whatsoever both at Law and in Equity of

the Land Owner as also the Developer into, upon and every manner or condition of the said land, premises or unit hereby conveyed, transferred and assured unto and to the use of the Purchaser and every part thereof TOGETHER WITH all deeds, pattahs, muniments, writings, evidences of title and all other documents exclusively relating to or concerning the said land, building, Flat along with an Interdependent Roof Covered Car Parking Space and premises or any part thereof which now are or at any time hereafter shall or may be in the care, custody or power or possession of the Land Owner or the Developer or any person or persons from whom the Land Owner or the Developer or any other person/s from whom they can or may procure the same without any action or suit at Law or in Equity TO HAVE AND TO HOLD the said land, building, premises and Flat along with an Interdependent Roof Covered Car Parking Space, more-fully described in the Schedule 'C' hereunder written and hereby sold, granted, transferred, conveyed, assigned or assured or expressed or intended so to be unto and to the use or benefit of the Purchasers herein, absolutely and forever as and when and for an absolute and indefeasible and perfect estate analogous thereto and without any manner or condition, use, trust or other things whatsoever to alter, defeat, encumber and make void the same A N D free from all encumbrances, charges, liens, claims, demands, liabilities, trust, acquisition, requisition and alignment/s whatsoever.

AND THE LAND OWNER ALONG WITH THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS HEREIN AS FOLLOWS:-

a) That notwithstanding any act, deed, matter or thing whatsoever by the Land Owner and the Developer done or executed or knowingly suffered by them to the contrary, they lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby sold, granted, transferred and conveyed or expressed or intended so to be and every part thereof for a perfect and indefeasible and absolute title or estate of inheritance without any manner or condition, use, trust or things whatsoever to alter, defeat, encumber or make void the same.

- b) That notwithstanding any such act, deed, matter or thing whatsoever as aforesaid, the Land Owner and the Developer have good right, full power and absolute authority or indefeasible title to sell, grant, transfer, convey, assign and assure the said property hereby sold, granted, transferred and conveyed or expressed and/or intended so to be unto and to the use of the Purchasers in the manner aforesaid.
- c) That the said Flat along with an Interdependent Roof Covered Car Parking Space and the undivided proportionate share or interest in the land comprised in the said premises is free from all charges, encumbrances, liens, *lis pendens* or any attachments whatsoever and that the said land, messuage and premises, as per the knowledge of the Land Owner and the Developer herein, is not subject to any litigation and there is no case, suit or proceeding is pending before any Court of Law against the said Unit and the said impartible, undivided and proportionate share or interest in the land comprised in the said premises.
- d) That the Purchasers shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said property and/or unit hereby sold, granted or conveyed, subject to payment of proportionate costs and expenses for maintaining the said building and will be eligible to receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrances, claims or demands whatsoever by the Land Owner or the Developer or any person or persons having lawfully or equitably claiming any right, title and interest whatsoever from, under or in trust for them.
- e) The Land Owner, along with the Developer and all persons having lawfully or equitably claiming any estate, right, title or interest whatsoever in the said property or any part thereof, from under or in trust for them and will from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchasers, make, do and execute or caused to be done and executed all such further and other lawful and reasonable acts, deeds, things and assurances whatsoever for further, better and more perfectly assuring and conveying the said property and every part thereof and the said impartible, undivided and proportionate share and interest in the land comprised in the said premises unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required.

- f) That the Land Owner and the Developer shall and will at all times hereafter indemnify and keep the Purchasers indemnified of, from and against any and/or every types of losses and/or sufferings whatsoever the Purchasers may suffer in future for any type of action or any defect in the title of the Land Owner to the said property or for any encumbrances to which the said property is, can or may be the subject to.
- g) That the said Premises is neither hit by the provisions of the Urban Land (Ceiling and Regulations) Act, 1976 nor the same is hit by the provisions of the Calcutta Thika Tenancy Act nor any notice for acquisition or requisition has ever been served upon the Land Owner.
- h) That the Land Owner and the Developer do hereby accord their consent to the Purchasers towards mutating and separating and/or apportioning the said property in their names in the Assessment Register of the Kolkata Municipal Corporation, at the cost and expenses of the Purchasers.

AND FURTHER the Land Owner and the Developer do hereby covenant with the Purchasers that it shall be lawful for the Purchasers from time to time and at all times hereafter TO ENTER INTO AND TO HAVE AND TO HOLD and enjoy the said Flat along with an Interdependent Roof Covered Car Parking Space, including impartible, undivided, & proportionate share in the land and premises and that the Purchasers shall be entitled to sell, transfer, convey, lease out, let out or deal with or dispose of the said property including the undivided proportionate share of land and premises to any other person, at any price as may be decided by the Purchasers, which they shall deem proper AND ALSO without any interruption, disturbances, claims or demands from or by the Land Owner or the Developer Concern or any other person or persons claiming through, under or in trust for them but must be along with all the covenants, liabilities and responsibilities as set-forth in this document.

The Purchasers shall apply for and get their names mutated as the Joint Owners in respect of the said Flat along with an Interdependent Roof Covered Car Parking Space, in

the books and records of the Kolkata Municipal Corporation and will may also obtain separate assessment of the said property or unit hereby sold.

THE PURCHASERS DO HEREBY COVENANT WITH THE LAND OWNER AS ALSO THE DEVELOPER AS FOLLOWS:-

- a) The Purchasers shall hold, occupy, own and enjoy the said undivided, proportionate and impartible share or interest of the land hereby sold and conveyed along with the said Flat along with an Interdependent Roof Covered Car Parking Space other than that the Purchasers shall not use the common spaces and facilities now in existence or hereafter to be existed in the said premises and to pay proportionate share of maintenance cost as enjoyed by the Purchasers.
- b) The Purchasers do hereby undertake to pay the proportionate share of tax as assessed by the Competent Authority of the Kolkata Municipal Corporation (from the date of purchase of the same), until the property sold under this Deed, is assessed separately and on and from that date onwards the Purchasers herein named will remain jointly liable and/or responsible for the payment of the same directly to the Competent Authority.
- c) To keep the property sold under this instant Deed in good and reasonable condition.
- d) The Purchasers shall not claim any right, title or interest excepting the property purchased by them.
- e) The Purchasers shall become and remain members of the Association or Society to be formed in future.
- f) The Purchasers shall observe and perform strictly the terms and conditions, bye-laws and rules & regulations of the Association/Society to be formed in future.
- g) The Purchasers may use the property sold and conveyed for the purpose as required by them, but obviously without creating any obstruction towards the peaceful use and enjoyment of the respective property by the other Occupiers of the building and obviously with the proper permission and/or license from the Competent Authority and the Owners and/or Occupiers of the Other Part of the premises will have no right to oppose for anything in that respect illegally.

IT IS FURTHER AGREED BY AND BETWEEN THE LAND OWNER, DEVELOPER AND PURCHASERS AS FOLLOWS:-

- a) That the undivided, proportionate share in the land of the said premises and the property hereby sold, transferred, conveyed, granted, assured and assigned unto and in favour of the Purchasers shall always remain impartible.
- b) The Purchasers shall not throw or accumulate or allow to be thrown or accumulated any rubbish, tit-bits, night soils, etc., and various unused materials in the common areas, passages, except the place fixed for the same.
- c) The Purchasers shall not create or permit to be created any annoyance or disturbance to the peaceful living of the other occupiers of the said premises but may do and/or perform any needful and/or additional works for further protection and/or better enjoyment of their purchased portion or the approach towards that portion at their own cost and without creating any such disturbances to the common right of use of the other Owners and / or Occupiers of the premises.
- d) Proportionate costs and expenses for maintaining, repairing, renovating and decorating etc., of the main structure and in particular main gate, of the other co-owners or other occupiers of the building, paint the outer portion of their property.
- e) After execution and registration of this Deed, the Developer shall not entertain any complaints regarding the title of the Owner and Developer, quality of construction or finishing or measurement of the said flat and the Purchasers are hereby executing this Document after verifying and analyzing the contents and material facts of this Deed.

SCHEDULE 'A'
(TOTAL LAND PROPERTY)

ALL THAT the piece or parcel of land measuring about 03 (Three) Cottahs 06 (Six) Chittaks and 42 (Forty Two) Sq. ft. lying and situate within the District South 24 Parganas, Police Station Behala, Additional District Sub Registrar at Behala, Pargana Magura, Mouza Punja Sahapur, R.S. No. 180, J. L. No. 9, Touzi No. 3439 B1, appertaining to Khatian No.

543, comprised under Part of Dag No. 447, within the Kolkata Municipal Corporation, Ward No. 117, being known and numbered as the KMC Premises No. 27, Hari Das Dawn Road, Kolkata 700053, having its mailing address as 2, Hari Das Dawn Road, P.S. Behala, Kolkata-700053, District – South 24 Parganas, which is butted and bounded in manner followings:-

ON THE NORTH : By Premises no. 28, Hari Das Dawn Road;
 ON THE SOUTH : By 20 Feet, wide K.M.C. Road;
 ON THE EAST : By 20 Feet, wide K.M.C. Road;
 ON THE WEST : By Premises no. 4, Shyama Charan Sinthi Road.

SCHEDULE 'B'
(THE BUILDING)

ALL THAT the G + Four storied building, constructed, as per the Building Plan vide B.P. No. 2022130037 dated 19.05.2022, vide U/R 142 of K.M.C. Building Rule, Borough XIII, consisting of several self – sufficient units, Flats, car parking spaces and shops.

The name of the Building is “SATYAM APARTMENT” along with Lift Facility.

SCHEDULE 'C'
(THE FLAT AND ONE CAR PARK SOLD UNDER THIS DEED OF SALE)

ALL THAT the Self Sufficient Residential Flat, being Flat No.

of the G

+ IV Storied Building, along with the proportionate share and interest in the Land under the Building, to be constructed at the KMC Premises No. 27, Hari Das Dawn Road, Kolkata 700053, having its mailing address as 2, Hari Das Dawn Road, P.S. Behala, Kolkata-700053,

District – South 24 Parganas, along with all other common facilities and amenities as set forth in the Schedule ‘D’ hereunder, with the common liabilities as mentioned in Schedule ‘E’ hereunder with all other general, quasi easement and easement rights and liberties attached and due to the property under this Deed, coupled with the common and individual duties and liabilities.

SCHEDULE ‘D’
(THE COMMON AREAS AND FACILITIES)

- 1) The Open Space around the building and side spaces within the building comprising the entrance therein, the staircase on all floors including the landing, Lift, Lift Well, Lift Machine Room thereof;
- 2) The foundation, columns, girder, beams, supports, main walls, Elevation;
- 3) The main entrance of the Premises as well as of the Building;
- 4) Common Stairs, Passage and Lift Lobby of the Ground Floor excepting the covered and open Car Parking Spaces,
- 5) The Space for installations of Common and individual Electric Meter and the main electric connections, Electrical wiring, Main electrical distribution - board, Sub-distribution boards, Main electrical meter and other installations and fittings in the Premises;
- 6) Underground and Overhead Water Reservoir and Tank;
- 7) Water pump, water Tanks, Pipes and other common Plumbing installations and all other water supply equipment ;
- 8) Drainage and Sewerages Systems, main water connections reservoir to overhead water tanks and distribution pipe-line to kitchen and toilets of different units and or to the common portions;
- 9) Common water pump and motors;
- 10) Boundary walls, Elevations, Main gates all side spaces, back side spaces, passage; drains are common to the said building including the roof and terrace of the said building and such other common parts, areas, equipment (like common electric meter and other necessary installations), fixtures, fittings and spaces in or about the main building as are

necessary for common use for the occupancy of the Flats and the Car Parking Spaces and as are specified expressly as common parts after construction of the building ;

- 11) The ultimate roof and stair roof of the building.
- 12) Affix any wires, cables, pipes, dish antenna, etc. from or through any of the common portions and passage.
- 13) Only general light point / points of the common portions.

SCHEDULE 'E'
(COMMON EXPENSES)

- 1) Proportionate share of Insurance premium for insuring the said building.
- 2) Proportionate share of Expenses to maintain outside elevation if needed.
- 3) Proportionate share of Expenses to maintain lift and keep it running condition
- 4) The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system, supply of electricity to all common areas.
- 5) The expenses of repairing, maintaining, white-washing and coloring, washing the main structure of the building including the exterior of the building and also the common area of the building.
- 6) The costs of cleaning and lighting the entrance of the building, the passage and spaces around the building, lobby corridors, staircases, lift and lift room, and other common areas.
- 7) Salary, wages, fees and remuneration of durwans, sweepers, plumbers, electricians, caretakers or any other person whose appointment may be considered necessary for maintenance and protection of the said building and administration and management of the affairs thereof.
- 8) The Municipal taxes, commercial surcharges, multi-storied building taxes, urban land taxes, water taxes and other rates and taxes of said building.
- 9) All expenses of common services and in common with common areas and facilities.

10) Such expenses as are necessary for or incidental to the maintenance and up keeping of the building and of the common areas facilities and amenities.

IN WITNESS WHEREOF the Parties herein have set and subscribed their respective hands and signatures on the day, month and year above mentioned after going through the contents herein, understanding the meaning of the same and realizing the results thereof.

IN THE PRESENCE OF:

(1)

- As the constituted Attorney of:
PRADIP KUMAR SARKAR
SIGNATURE OF LAND OWNERS

(2)

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

Drafted and Prepared by me:

Advocate
Alipore Judges' Court,
Kolkata – 700027.

R E C E I P T

RECEIVED from the within named Purchasers the total settled consideration amount of _____ only, as per the MEMO below:-

M E M O

W I T N E S S E S:-

(1)

SIGNATURE OF THE DEVELOPER

(2)