

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the        day of  
....., Two Thousand and Twenty Three, **2024, A.D.**

**BETWEEN**

**SRI. DEVASHISH LAHIRI**, OCI (A 026750) (PAN-AWYPL4609C), son of Late. Pravateswar Lahiri, by Religion - Hindu, by Occupation - Business; (2) **SMT. NIBEDITA LAHIRI**, (PAN AFWPL2967E)(Aadhar Card No. 809013650785), wife of Sri Devashish Lahiri, by Religion Hindu, by Occupation Housewife, both permanently residing at 384, Pamasree Pally, P.S. Pamasree (Previously P.S. Behala), Post Office Parnasree, Behala, Kolkata 700060, District South 24 Parganas, West Bengal, India and both also presently residing at 7 Woodside Ave, Norwalk, CT 06855, USA hereinafter referred to as the '**OWNERS**' (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:

**AND**

**MESSRS. PRIME PROJECT CONSTRUCTIONS**, a proprietorship concern having its office at 423, Parmasree Pally, Kolkata 700060, represented by its Proprietor, SHRI AMITAV GANGULY (PAN NO. AFKPG2132C)(Aadhar Card No. 735906883212), son of Late Santi Pada Ganguly, by Religion - Hindu, by Occupation - Business, residing at 3/1, Porui Kancha Road, Police Station Parnasree (Previously P.S-Behala), Post Office - Sarsuna, Kolkata-700 061, hereinafter called and referred to as the "**DEVELOPER/ BUILDER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, legal representatives and assigns) of the SECOND PART:

**AND**

M..... a company incorporated under the Indian Companies Act, 1956 having it's registered address at ....., under Police Station - ....., Kolkata -

..... represented by it's one of the directors namely ..... son of late Syed ..... by faith ..... by occupation --..... resident of ..... under P.S. - ....., Kolkata - ..... for the purpose of execution of this deed, hereinafter referred to as the **PURCHASER** ( which expression unless repugnant to the context shall mean to include the legal transferees, legal representatives, successors in office etc. ) of the THIRD PART.

WHEREAS:

A. WHEREAS by way of an indenture of sale one Kshitindra Nath Khan son of Kshirode Nath Khan during his lifetime purchased ALL THAT piece and parcel of a baste land measuring more or less 5 (fue) Cottahs 3 (three) Chattacks 35 hurty eighty Sqft together with One storied building standing thereupon which is lying and situated in the District-South 24 Parganas, Pargana- Balia, Mouza - Behala, Police Station-Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400 Khatian No. 66 from "Pamasree Pally Samavaya Samiti Ltd" being a Samiti registered under the Co-operative Societies Act, (Bengal Act XXI of 1940) by paying full consideration money as mentioned thereon which was duly recorded in the office of the District Sub-Registrar, Alipore, South 24-Parganas in Book No. 1, Volume No. 142, Pages from 240 to 242, Being No. 5598 for the year 1974.

B. AND WHEREAS on 29th day of May, 1981 the said Kshitindra Nath Khan gifted Rabindra Nath Khan Bhaduri a portion of bastu land measuring 2 Cottahs 7 Chittacks more or less along with dilapidated structure standing there upon out of his total land measuring more or less 5 Cottahs 3 Chittacks 38 Sqft together with One storin building standing thereupon which is lying and situated in the District-South 24 Parganas, Pargana-Balia, Mouza-Behala, Police Station Behala now Pamasree, ADSR at Behala and D.SR at Alipore, RS No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Premises No. 25, Parmasree Pully Road No. II, P.S. Behala

now Parnasree, Kolkata 700060, the said Deed of Gift was duly registered in Book No. 1, Volume No. 241, Pages from 55 to 59, Being No. 6093 for the year 1981.

C. AND WHEREAS thus the said Kshitindra Nath Khan after gifting the portion of land measuring 2 Cottahs 7 Chittaks out of his total land measuring more or less 5 Cottahs 3 Chittacks 38 Sq.ft was left with a portion of land measuring 2 Cottahs 12 Chittacks 38 Sq.ft together with one storied dilapidated building standing thereupon and he became the sole and absolute owner of the said portion.

D. AND WHEREAS the said Kshitindra Nath Khan died intestate on 27-05-1986 leaving behind his widow namely Smt. Sabitri Devi and married daughter namely Smt. Manju Lahiri.

E. AND WHEREAS after the demise of Kshitindra Nath Khan her legal heirs Smt. Sabitri Devi and Smt. Manju Lahiri mutated their names in the office of Assessor Collector and recorded their respective names in the Kolkata Municipal Corporation (S.S. Unit) and now the said premises known as Municipal Premises No. 25, Parnasree Pally Road No-III and Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131 and seized and possessed the same free from all encumbrances.

F. AND WHEREAS on 06-04-1994 the said Smt. Sabitri Devi expired leaving behind her only married daughter Smt. Manju Lahiri wife of Sri Pravateswar Lahiri as her sole and only legal heir and successor to inherit her according to the Hindu Succession Act, 1956.

G. AND WHEREAS the said Smt. Manju Lahiri became the sole and absolute owner by way of inheritance as the only legal heir of Sri. Kshitindra Nath Khan and Smt. Sabitri Devi and seized and possessed the same free from all encumbrances.

H. AND WHEREAS the said Smt. Manju Lahiri herein thus became the sole and absolute owner of ALL THAT piece and parcel of a bastu land measuring more or less 2 Cottahs 12 Chittacks 38 (thirty eight) Sq.ft together with One storied building measuring more or less 550 Sq.ft standing thereupon which is lying and situated in the District- South 24 Parganas, Pargana- Balia, Mouza-Behala, Police Station - Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No.

83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Municipal Premises No. 25, Parmasree Pally Road No III and Mailing Address. P-384, Parnasree Pally, P.S. Parmasree, Kolkata 700060, Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131 and seized and possessed the same free from all encumbrances.

I. AND WHEREAS on 15th day of December, 2017 the said Manju Lahiri gifted her entire property to her only son namely Devashish Lahiri out of natural love and affection, the said Devashish Lahiri the Donor herein accepted the gift of his mother and became the sole and absolute owner of bastu land measuring 2 Cottahs 12 Chittacks 38 Sq.ft more or less together with One storied building measuring more or less 550 Sq.ft standing thereupon which is lying and situated in the District - South 24 Parganas, Pargana Balia, Mouza Behala, Police Station - Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Premises No. 25, Parnasree Pally Road No. III, P.S. Behala now Parmasree, Kolkata-700060, the said Deed of Gift was duly registered in the office of the Additional District Sub- Registrar at Behala being Book No. 1, Volume No. 1607-2017, Pages from 323458 to 323487, Being No. 160710944 for the year 2017.

J. AND WHEREAS on the 26th day of March, 2018 the said Sri. Devashish Lahiri who was residing abroad for his service purpose at 7 Woodside Ave, Norwalk, CT 06855, USA gifted a certain portion of undivided bastu land alongwith structure measuring 5 Chittacks and 50 Sq.ft in favour of his wife namely Nibedita Lahiri which is lying and situated in the District South 24 Parganas, Pargana- Balia, Mouza Behala, Police Station Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No.401, 350 and 400, Khatian No. 66, being Premises No. 25, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata - 700060, the said Deed of Gift was duly registered in the office of the Additional District Sub-Registrar at Behala being Book No. 1, Volume No. 1607-2018, Pages from 94899 to 94934, Being No. 160702900 for the year 2018.

K. AND WHEREAS after the said gift both Devashish Lahiri and Nibedita Lahiri became the joint owners in respect to the Premises No. 25, Parnasree Pally Road No. III, P.S. Behata now Parnasree, Kolkata 700060, and duly mutated their names in the records of the Kolkata Municipal Corporation (S.S. Unit), after the Assessment the premises was given the Assessee No. 411311500252.

L. AND WHEREAS after receiving the gift of a portion of bastu land measuring 2 Cottahs 7 Chittacks more or less along with dilapidated structure standing there upon from Kshitindra Nath Khan the said Rabindra Nath Khan Bhaduri mutated his name in the office of Assessor Collector and recorded his respective name in the Kolkata Municipal Corporation (S.S. Unit); the said premises mentioned as Municipal Premises No. 25/1, Parnasree Pally Road No - III and Assessee No. 411311500975 under the limits of the Kolkata Municipal Corporation Ward No. 131 and seized and possessed the same free from all encumbrances.

M. AND WHEREAS on 17th January, 2002 Smt. Manju Lahiri, Sri. Devashish Lahiri and Smt. Nibedita Lahiri purchased ALL THAT piece and parcel of bastu land measuring 2 Cottahs 7 Chittacks more or less along with 150 Sq.ft One storied pucca structure standing thereupon from Rabindra Nath Khan Bhaduri which is lying and situated in the District South 24 Parganas, Pargana- Balia, Mouza Behala, Police Station Behala now Parnasree, AD.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Premises No. 25/1, Parnasree Pally Road No. III, P.S. Behata now Parnasree, Kolkata 700060, the said Deed of Sale was duly registered in the Office of the District Sub-Registrar II at Alipore, Book No. 1, Volume No. 51, Pages from 41 to 53, Being No. 1971 for the year 2002.

N. AND WHEREAS the said Smt. Manju Lahiri, Sri. Devashish Lahiri and Smt. Nibedita Lahiri herein thus became the undivided 1/3rd co-sharer in respect to the total property ie ALL THAT piece and parcel of bastu land measuring 2 Cottahs 7 Chittacks more or less along with 150 Sq.ft One storied pucca structure standing thereupon which is lying and situated in the District South 24 Parganas, Pargana Balia, Mouza Behala, Police Station Behala no Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of Cs Plot No. 401, 350 and 400, Khatian No. 66, being Premises No.

25/1, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata 700060, Assessee No. 41-131-15-0097-5 under the limits of the Kolkata Municipal Corporation Ward No. 131 and seized and possessed the same free from all encumbrances.

O. AND WHEREAS on 15th day of December 2017 the said Manju Lahiri gifted her 1/3 share in respect to the entire property to her only son namely Devashish Lahiri out of natural love and affection, the said Devashish Lahiri herein accepted the gift of his mother and became the 2/3 co-sharer of the bastu land measuring 2 Cottahs 7 Chittacks more or less together with One storied building measuring more or less 150 Sqft standing thereupon which is lying and situated in the District-South 24 Parganas, Pargana-Balia, Mouza Behala, Police Station Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Premises No. 25/1, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata 700060, the said Deed of Gift was duly registered in the office of the Additional District Sub- Registrar at Behala being Book No. 1, Volume No. 1607-2017, Pages from 323488 to 323519, Being No. 160710943 for the year 2017.

P. AND WHEREAS after the said gift both Devashish Lahiri and Nibedita Lahiri became the joint owners in respect to the Premises No. 25/1, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata 700060, and duly mutated their names in the records of the Kolkata Municipal Corporation (S.S. Unit), after the Assessment the premises was given the Assessee No 411311500975.

Q. AND WHEREAS thus the said Sri. Devashish Lahiri and Smt. Nibedita Lahiri became the joint and co-owners in respect to both the Premises No. 25, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata-700060, Assessee No. 411311500252, Ward No. 131 and Premises No. 25/1, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata 700060, Assessee No. 411311500975, situated within Ward No. 131.

R. WHEREAS after amalgamation and mutation of the said lands measuring 2 Cottahs 12 Chittacks 38 Sq ft and lands measuring 2 Cottahs 7 Chittacks the said owners namely Sri Devashish Lahiri and Sent. Nibedita Lahiri have become the full, absolute, and rightful owners of the 'Said Property' and has thus been absolutely

seized and possessed of the said Bastu Land measuring more or less 5 Cottahs 3 Chittacks 38 Sq.ft together with the structures standing thereon lying and situated in District - South 24 Parganas, Pargana Balia, Mouza Behala, Police Station Behala now Pamasree,A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Municipal Premises No. 25, Pamasree Pally Road No III and Postal and Mailing Address being 384, Parnasree Pally, P.S. Parnasree, Kolkata 700060, Assessee No. 41-131-15-00252 under the limits of the Kolkata Municipal Corporation Ward No. 131 hereinafter referred to as the 'Said Property'.

S. AND WHEREAS the Owners herein agree that the living condition of the existing building is riot conducive to healthy living, the existing building is old and dilapidated and for the benefit of exclusive enjoyment of their respective portions and to avoid uncomfortable living the Owners have agreed between themselves to appoint M/s. Prime Project Constructions, the Developer (The party of the Other Part) to develop the 'said property' by construction of a Ground + Four storied building according to plan as sanctioned by Kolkata Municipal Corporation with the fund of the developer.

T. AND WHEREAS the Owners namely Sri. Devashish Lahiri and Smt. Nibedita Lahiri hereby confirm and declare that they are the only Owners of the said property at present and there are no other claimants to the aforesaid property.

U. AND WHEREAS the said Oumers after being absolutely seized and possessed of the said piece and parcel of the premises situated at Kolkata Municipal Corporation Premises No. 25, Pumasree Pally, Road No.-III (Postal Address: P-384, Pamasree, Kolkata-700 060), which is more and particularly described in the First Schedule hamwunder uitten have paid the Municipal Corporation Taxes till date.

V. AND WHEREAS The Oumers have agreed to authorize the Developer to develop the said land described in the First Schedule hereunder written by constructing at Developer's own costs and expenses a new building thereon comprising of flats and car parking spaces on ownership basis and the Oumers are agreeable to convey the Developer's Allocation of proportionate share of land and building thereon to any

Purchaser or Purchasers nominated by the Developer on the following terms and conditions agreed by and between the parties thereto.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the consideration of the said total sum of Rs. ....../- (Rupees ..... ) only, the true and lawful money of the Union of India paid by the Purchasers to the Owner, for proportionate share of land and cost of construction of the said building, on or before the execution of these present and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers of self-contained residential Flat in complete and finished condition. The Vendors/Developer both hereby grant, transfer, convey, sell, assigns and assure to and unto and in favour of the Purchasers, free from all sorts of encumbrances **ALL THAT** the finished self contained Flat, measuring a bit more or less ..... (.....) sq.ft. super built up area together with half the depth in the floor and the roof of the said unit measuring ..... (.....) sq.ft. more or less including together with common right to use lift and stair up to roof and all ways, paths, passages and common enjoyment of the roof of the building at the absolute exclusion of any right and authority both of the Owners/Vendors/Developer to construct any further floor or floors on the present roof, drains, water courses, water reservoir on the ground floors, electric motor pump, meter room, overhead water tanks on the roof of the said building and all water pipe lines connected with the said building from the water reservoir and tanks and sewer line and other pipe lines etc. together with undivided proportionate share of right, title and interest on land and other right, liberties, easements, appendages, appurtenances and estate right, title, interest, property, claim whatsoever of the Vendors and the Developer/Attorney in the said Flat and a , free from all sorts of encumbrances to hold the same absolutely and forever situate, lying at, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and delineated in the **PLAN** or **MAP** annexed hereto, bordered in **RED verges**, hereinafter referred to as the “said Flat and a ” **AND** all the estate, right, title, interest, inheritance use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and the Developer in and upon the said Flat to be used by the Purchasers for their residential purposes, hereby granted sold, transferred, conveyed, assigned and or intended so to be and also to the production of and or inspection for all lawful



purposes upon payment of all costs and expenses there upon, reasonable notice of all deeds, paths, muniments, writings and evidence of title whatsoever relating to or concerning the said Flat, at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendors and the Developer **TO HAVE AND TO HOLD** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use, trust or other thing whatsoever to alter defect, encumber or make void the said, and the Vendors and Developer/Attorney doth hereby covenant with the Purchasers that notwithstanding any acts, deeds, matter, assurances or thing whatsoever made, done, executed, occasioned or suffered to the contrary, Vendors/Developer are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Flat and the said here by granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect in indefeasible estate or inheritance in fee simple in possession without any manner of hindrance lawful eviction, interruption claim or demand whatsoever from or by the Vendors /Developer any person or persons lawfully or equitably claiming or to claim from, under or in trust for the Vendors and the right and privileges as to the restriction hereunder and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharges or otherwise by the Vendors well and sufficiently saved, defended, keep harmless and indemnified of and from and against all the manner of former or other estate, encumbrances, claim, demands, charges, liens, lispentence, debts and attachments, whatsoever had made done executed, occasioned or suffered by the Vendors and the Attorney or any person or to claim from, under or in trust for the Vendors and Developer/Attorney and that free and clear and freely and clearly and absolutely acquitted, executed, discharged or otherwise by the Vendors or the Developer/Attorney well and sufficiently saved defended kept harmless and indemnified of other estate, right, title, lease, mortgage, charges, trusts, wakf, debtor, attachments, executions, lispendenses, claim, demand and encumbrances, whatsoever made done occasional or equitably claiming or to claim by from through under or in trust for the Vendors and **FURTHER THAT** the Vendors and all persons having or lawfully claiming and estate, right, title, interest whatsoever in the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and

will from time to time and at all times hereafter at their request and cost of the Purchasers do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said Flat and the said hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said hereby granted, sold transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid shall or may be reasonably required and that the Purchasers hereby covenant with the Vendors/Developer that the Purchasers will and shall maintain the Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially effect the other floors and flat **AND** the Vendors/Developer have now in themselves good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and the said hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and all times hereafter peaceably and quietly hold, use, possess and enjoy the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and Attorney or other Co-Owners of the said Building and that they will pay their share or rates and taxes proportionately, relating to the said building until separation and mutation is effected in respect of the said Flat and the said and the separate assessment is made thereby and shall always pay the rates of maintenance charges for the expenditures of the common parts of the Building as will be reasonably assessed by the building committee and/or Owners' Association and that they will and shall not incur, cut, damages any of the main walls, roofs, common stair case, common passage and or common sewers so as to cause damages to the said Ground Plus Three Storied Building with Lift facility and or the said premises and further that the Purchasers shall and will bear jointly with the other Flat/Space Owner or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage, and or common sewers and further that Purchasers shall and will bear jointly with the other Flat Owners or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage and common sewers and common parts of the building as mentioned

earlier **AND THAT** the Vendors /Developer and the Purchasers hereby had agreed with each other that the Purchasers shall be entitled to enjoy and install electric meter on one of their own name for the aforesaid Flat in the meter room at their own costs and also telephone and cable connection separately in the said Flat and that the water supply shall be from the over head water reservoir of the roof and the water will be lifted from the Ground Floor water tank connected with water, of the said building and the Purchasers shall share the pro-rata costs or electricity charges and or generators costs if installed, with other co-owners of the other Flats and or tenants of the said building and that the stair case/lift leading to the said flat from the Ground Floor up to roof and the passage for ingress and egress from the road to the building and to the stair case/lift shall be used by the Purchasers and or their men, agents, servants etc. commonly with the other co-owners and or tenants of the said building and that the Developer/Attorney shall render all possible help and co-operation to the Purchasers for the purpose of mutation of the Purchasers' name jointly in the Assessment Record of the Kolkata Municipal Corporation concerning the said Flat and the said of the Purchasers in proportion of the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoings payable in respect of the said premises directly to the authorities concerned and the said rates and taxes etc. and the Purchasers shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoing payable in respect of the said premises directly to the authorities concerned and that the said rates and taxes etc. and the Purchasers shall also entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed, subject to the terms herein contained to any person or persons without the consent of the Vendors/Developer/Attorney or any other Co-Owners who may have acquired before and whom may hereafter acquire any right title and interest acquired by the Purchaser or Purchasers under the terms these presents and that the Purchasers' undivided interest in the soil as more fully described in the **FIRST SCHEDULE** hereunder written shall remain common for all times to come that is to say that the Purchasers shall become Co-Owners and Co-Sharers for all times to come in respect of the soil and or ground of the said building proportionately with the other co-owners who may hereafter or heretofore have acquire right title and interest in the soil of the said premises. The Purchasers shall abide by the rules and regulations of the committee of the building.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece or parcel of bastu land measuring 5 Cottahs 03 Chittaks and 38 Sq. feet together with dilapidated structure measuring more or less 400 sft. standing thereupon lying and situated in the District - South 24 Parganas, Pargana- Balia, Mouza Behala, Police Station Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Municipal Premises No. 25, Parnasree Pally Road No III and Mailing Address. 384, Parmasree Pally, P.S. Parmasree, Kolkata 700060, Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131 and it is butted and bounded i the following manner :-

ON THE NORTH:Samity Plot No. 386.

ON THE SOUTH : 30 feet wide K.M.C. Road..

ON THE EAST: Samity Plot No.: 383.

ON THE WEST:Samity Plot No. 385.

**THE SECOND SCHEDULE ABOVE REFERRED TO****(THE FLAT AND SOLD IN FAVOUR OF  
THE PURCHASERS)**

**ALL THAT** \_\_\_\_\_. of self- contained residential Flat being No. .... on the ..... Floor, ..... side, measuring about ..... sq.ft. more or less carpet area up area, comprising of together with the undivided proportionate share and interest in the land underneath the said building and all common rights over the common areas and facilities at Municipal Premises and the said Flat and the said are delineated and demarcated in the PLAN or MAP annexed herewith and colour with **RED border**, which will be treated as part of this Indenture.

**THE THIRD SCHEDULE**  
**(COMMON AREA AND FACILITIES)**

- a. The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b. The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, entrance and exists of the building.
- c. The easements and wards.
- d. Installation of common services such as powers, lights, water, sewerage etc.
- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter, pump and switches fixed in the common areas.

**THE FOURTH SCHEDULE**  
**(DESCRIPTION OF THE COMMON EXPENSES)**

- 1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
- 2. All charges and deposits for suppliers of common utilities to the Owners in common.
- 3. Proportionate share of Municipal Tax, water tax and other levis in respect of the land and building save those separately assessed of the Purchasers' Unit.
- 4. Proportionate share of insurance premium for insuring the Building.
- 5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
- 6. Electricity charges for the electrical energy, consumed for the operation of the common service.
- 7. Costs of maintenances, repairs and replacements of common

Installations.

8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.
9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Purchasers in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

**THE FIFTH SCHEDULE**

**(OTHER RULES AND REGULATIONS)**

- a) The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and or the common parts of the building and roof and or in respect of the common service and utilities therein.
- b) The Owners' Association shall have the power and authority to such rules and regulations for the common purposes as may be the other or the Association may consider reasonable but not inconsistent with the provisions of the W.B. Apartment Ownership Act, 1972 and the Purchasers shall abide by the same.
- c) The Purchasers shall become members of the Association and shall apart from paying proportionately all costs and expenses relating thereto, sign such forms, papers, documents, memorandums articles, declarations, constitution, rules and regulation as may be necessary and reasonably required for the purpose.
- d) The Purchasers cannot do additions or alterations or constructions of permanent nature in the outside of the said flats or any part thereof which will effect the structure and/or of the building.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hand and signature to these presents on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

**Presence of:-**

**WITNESSES:-**

1.

-----

**(SIGNATURE OF THE OWNERS/VENDORS)**

2.

-----

**(SIGNATURE OF THE PURCHASERS)**

.....

**(SIGNATURE OF THE BUILDER/  
DEVELOPER/ATTORNEY)**

**Drafted and Prepared By**

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchasers the within mentioned sum of Rs. .... /- (Rupees ..... ) only, as full and final consideration money of the Flat and the of this Deed, as per following Memo:-

**MEMO:-**

**TOTAL**

.....  
**Rs.**  
.....

**(RUPEES ) ONLY.**

**WITNESSES:-**

1.

\_\_\_\_\_  
**SIGNATURE OF THE**

2.

**OWNER/DEVELOPER**