

**DRAFT SALE DEED**

**DEED OF SALE**

**THIS DEED OF SALE** is made on this the            day of  
**, 2023 (TWO THOUSAND TWENTY THREE).**

**BETWEEN**

**SRI. PARTHA SARATHI SENGUPTA (PAN-AJQPS5563H) (AADHAAR NO. 9129 9483 5611)**, son of Late Ram Krishna Sengupta, by faith Hindu, by occupation - Retired, by nationality – Indian, residing at 364, Kamdahari Purbapara, P.O. Garia, P.S. Bansdrone, Kolkata-700084, Dist- South 24 Parganas, hereinafter called and referred to as the **“LAND OWNER”** (which expression shall unless exclude by or repugnant to the context be deemed to mean include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

The Vendor/Land Owner is represented by his Constituted Attorney **SRI. SOUMYAJIT MAITI (PAN-AYNPM6694H) (AADHAAR NO. 4119 0735 4656)**, son of Sri Ranjit Kumar Maity, by Religion-Hindu, by Occupation-Business, by nationality – Indian, residing at T-21, Subhash Pally, P.O.-Garia, P.S. Bansdrone, Kolkata-700084, sole Proprietor of **M/S. SOUMYA CONSTRUCTION**, having its office at T-21, Subhash Pally, P.O.-Garia, P.S. Bansdrone, Kolkata-700084, by virtue of a registered Development Power of Attorney dated 7<sup>th</sup> day of June, 2019 and recorded in Book No. I, Volume No.1605-2019, Page from 112354 to 112373, being No. 160503251 for the Year 2019.

**AND**

**SRI. SOUMYAJIT MAITI (PAN NO. AYNPM6694H) (AADHAAR NO. 4119 0735 4656)**, son of Sri. Ranjit Kumar Maity, by faith-Hindu, by Occupation – Business, by Nationality – Indian, residing at T-21, Subhash Pally, P.O. Garia, P.S. Bansdrone, Kolkata-700084, sole Proprietor of **M/S. SOUMYA CONSTRUCTION**, a Proprietorship concern, having its office at T-21, Subhash Pally, P.O. Garia, P.S. Bansdrone, Kolkata-700084, hereinafter referred to as the **“VENDOR/DEVELOPER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART**.

**AND**

1. \_\_\_\_\_ **AND**  
 2. \_\_\_\_\_, hereinafter called and referred to as the **“PURCHASERS”** (which expression shall unless exclude by or repugnant to the context be deemed to mean include their

heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

**WHEREAS** by a Deed of Partition dated 2<sup>nd</sup> July, 1981 which was registered at the District Sub Registrar Office at Alipore being Deed No. 7663 for the year 1981 the father of the Land Owner namely Ram Krishna Sengupta became absolute Owner and seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel and messuage hereditaments and premises containing an area of 8 Cotthas 12 Chittaks 21 Sq.ft. appertaining to R.S. Dag No. 859 and 859/1131 under Khatian No. 279 of Mouza-Kamdahari, J.L. No.49, Touzi No.14, R.S. No. 200, Police Station Bansdroni formerly Regent Park prior to that Jadavpur and prior to that Tollygaunge, Sadar District 24 Parganas now South 24 Parganas, within the Municipal Limits of Kolkata Municipal Corporation Ward No.111.

**AND WHEREAS** the said Ram Krishna Sengupta seized and possessed of **ALL THAT** piece and parcel of Bastu land together with building containing an area of measuring 8 Cotthas 12 Chittaks 21 Sq.ft. be the same a little more or less situated and lying at being within Premises No. 364, Kamdahari Purba Para, Kolkata-700084 together with old dilapidated structures building thereon standing appertaining to R.S. Dag No.859 and 859/1131 under Khatian No.279 of the Mouza Kamdahari, J.L. No.49, R.S. No.200, Pargana Magura, Touzi No.14, Police Station Bansdroni formerly Regent Park prior to that Jadavpur and prior to that Tollygaunge Sadar District 24 Parganas now South 24 Parganas, within the Municipal Limits of Kolkata Municipal Corporation Ward No.111.

**AND WHEREAS** Sova Rani Sengupta died predeceased before Ram Krishna Sengupta i.e. wife of Ram Krishna Sengupta since deceased died on 12<sup>th</sup> day of May 1972.

**AND WHEREAS** the said Ram Krishna Sengupta while seized and possessed of the said property died intestate on 9<sup>th</sup> January, 1990 leaving behind him surviving as his legal heirs namely his five daughters viz. Smt Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Partha Sarathi Sengupta. On the death of the said Ram Krishna Sengupta the said piece or parcel of land together

with the said one storied building and others structures and parts thereof devolved on the said survivors and legal heirs each being entitled to 1/6<sup>th</sup> share therein according to Hindu Law.

**AND WHEREAS** the said Legal Heirs of Ram Krishna Sengupta had mutated their names in the records of the Kolkata Municipal Corporation being Assessee No. 31-111-12-0364-0.

**AND WHEREAS** the said legal heirs of Late Ram Krishna Sengupta namely Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Partha Sarathi Sengupta, jointly seized and possessed of **ALL THAT** piece and parcel of land measuring 8 Cottahs 12 Chittaks 21 Sq.ft. at premises No. 364, Kamdahari Purbapara, P.S. Bansdroni, P.O. Garia, Kolkata – 700084, appertaining to R.S. Dag No. 859 & 859/1131 under Khatian No. 279 of Mouza Kamdahari, J.L. No. 49, R.S. No. 200 within Touzi No. 14 within P.S. Bansdroni formerly Regent Park prior to Jadavpur then prior to Tollygaune Sadar within the limits of Kolkata Municipal Corporation under Ward No. 111, District South 24 Parganas.

**AND WHEREAS** the legal heirs of Late Ram Krishna Sengupta namely Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Partha Sarathi Sengupta, while possessing the said land, they sold, transferred and conveyed 4 Cottahs 6 Chittaks 38 Sq.ft out of 8 Cottahs 12 Chittaks 21 Sq.ft together with one storied building there of lying and situated at Premises No. 364, Kamdahari Purbapara, P.S. Bansdroni, P.O. Garia, Kolkata – 700084 to one Smt. Sutapa Ghosh, wife of Sri Sakti Ranjan Ghosh of 29/7, Kamdahari, Purbapara, Kolkata – 700084, by virtue of a Deed of Conveyance registered on 15<sup>th</sup> July, 2011 and which was duly registered in the office of A.D.S.R. Alipore and recorded in Book No. 1, Volume No. 24, Page from 3257 to 3284, Being No. 160505129 for the year of 2011.

**AND WHEREAS** after the above mentioned transfer of land measuring 4 Cottahs 6 Chittaks 38 Sq.ft out of 8 Cottahs 12 Chittaks 21 Sq.ft., the legal heirs of Late Ram Krishna Sengupta namely Smt. Ila Dasgupta, Smt. Keya

Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Partha Sarathi Sengupta jointly seized and possessed of **ALL THAT** piece and parcel of Bastu Land containing an area of became the absolute owners of 4 Cottahs 5 Chittaks 28 Sq.ft **TOGETHER WITH** one storied building thereof lying and situated at Premises No. 364, Kamdahari, Purbapara, Kolkata – 700084 each being entitled to 1/6<sup>th</sup> therein according to Hindu Law.

**AND WHEREAS** the Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta and Smt. Prita Dasgupta jointly have remained in full possession and ownership of **ALL THAT** piece and parcel of undivided 5/6<sup>th</sup> shares of land together with one storied building thereof lying and situated at Premises No. 364, Kamdahari Purbapara, Kolkata – 700084 appertaining to R.S. Dag No. 859 & 859/1131 under Khatian No .279 of Mouza Kamdahari, J.L. No. 49 , R.S. No. 200 within Touzi No. 14 within P.S. Bansdronei formerly Regent Park prior to Jadavpur then prior to Tollygaunge Sadar within the limits of Kolkata Municipal Corporation under Ward No. 111, District South 24 Parganas, together with all easement right including right of ingress and egress over the private passage belong to the legal heirs of Late Ram Krishna Sengupta namely Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Partha Sarathi Sengupta leading to the Municipal Road with right to take its sewer, drain connection, electric, water, telephone gas, etc. over and beneath the said common passage free from all encumbrances which was gifted or bequeath by Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta and Smt. Prita Dasgupta to the Land Owner herein namely Partha Sarathi Sengupta, by virtue of a registered Deed of Gift which was registered on 15<sup>th</sup> day of July, 2011 and recorded in Book No. 1, CD Volume No. 24, Page from 3285 to 3304, Being No. 05132 for the year 2011.

**AND WHEREAS** in the said Deed of Gift being No. 05132 for the year 2011 due to a typographical mistake the Principal land and/or mother land of the said property was wrongly written as 8 Cotthas 13 Chittaks 36 Sq.ft. in page No. 5 on Line No. 5 of the said Deed of Gift in place of actual area 8 Cotthas 12 Chittaks 21 Sq.ft. which was correctly rectified in Deed of Declaration

dated on 28<sup>th</sup> day of November, 2011 registered in the Office of A.D.S.R. Alipore being Deed No.02523 for the year 2011.

**AND WHEREAS** the said Land Owner Mr. Partha Sarathi Sengupta, the first Part herein became the owner of **ALL THAT** piece and parcel of 4 Cottahs 5 Chittaks 28 Sq.ft. of land more or less lying and situated at Premises No. 364, Kamdahari Purbapara, Kolkata – 700084 appertaining to R.S. Dag No. 859 & 859/1131 under Khatian No. 279 of Mouza Kamdahari, J.L. No. 49 , R.S. No. 200 within Touzi No. 14 within P.S. Bansdronei formerly Regent Park prior to Jadavpur then prior to Tollygaunge Sadar within the limits of Kolkata Municipal Corporation under Ward No. 111, District South 24 Parganas.

**AND WHEREAS** that the said Owner namely **SRI. PARTHA SARATHI SENGUPTA**, the first Part herein is desirous to develop the said premises by constructing a **G+III** (Ground plus Three) storied residential building thereon through a Developer in accordance with the building plan to be sanctioned by Kolkata Municipal Corporation and the said Owners have decided to construct a building containing several independent flats on the said premises but due to capacity of fund and lack of infrastructure the said Owners approached the Developer to construct such building after demolishing the existing structure standing thereon at the costs and expenses of the Developer.

**AND WHEREAS** relating on the aforesaid representation of the owner herein the Developer namely **M/S. SOUMYA CONSTRUCTION**, a Proprietorship concern, having its office at T-21, Subhash Pally, P.O. Garia, P.S. Bansdronei, Kolkata-700084, being represented by its sole Proprietor **SRI. SOUMYAJIT MAITI**, son of Sri. Ranjit Kumar Maiti, by faith-Hindu, by Nationality – Indian, by Occupation – Business, residing at T-21, Subhash Pally, P.O. Garia, P.S. Bansdronei, Kolkata-700084 agreed to develop **ALL THAT** piece and parcel of **4 Cottahs 5 Chittaks 28Sq.ft.** of land more or less lying and situated at Premises No. 364, Kamdahari Purbapara, Kolkata – 700084 appertaining to R.S. Dag No. 859 & 859/1131 under Khatian No. 279 of Mouza Kamdahari, J.L. No. 49 , R.S. No. 200 within Touzi No. 14 within P.S. Bansdronei formerly Regent Park prior to Jadavpur then prior to

Tollygaunge Sadar within the limits of Kolkata Municipal Corporation under Ward No. 111, District South 24 Parganas, on certain terms and conditions as per the Development Agreement which was registered in the Office of the Additional District Sub-Registrar at Alipore on **7<sup>th</sup> day of June, 2019** and **recorded in Book No.I, Volume No.1605-2019, Page 113237 from to 113270, being No. 160503235 for the Year 2019** and subsequently a Development Power also had been registered in the Office of the Additional District Sub Registrar at Alipore on **7<sup>th</sup> day of June, 2019 and recorded in Book No. I, Volume No.1605-2019, Page from 112354 to 112373, being No. 160503251 for the Year 2019.**

**AND WHEREAS** after the Development Agreement and Development Power the said **DEVELOPER** herein constructed a G+III storied building in accordance with the **Building Sanction Plan No. 2020110324 dated 18.02.2021** sanctioned from the Kolkata Municipal Corporation Borough XI.

**ANDWHEREAS** the Second Party/Developer (as per the Developer's Allocation mentioned in the said Development Agreement) being the owner of **ALL THAT** one residential Flat being **Flat no. B3 (Front side/ North-East side)** on the **Third Floor** vitrified tiles flooring of the G+III storied building, measuring about **1102 (One Thousand One Hundred Two) Sq. Ft. of Super-Built Up Area more or less** consisting with 3 (Three) Bedroom, 1 (One) Drawing room cum Dining room, 1 (One) Kitchen, 1 (One) toilet, 1 (One) W.C. and 1 (One) Balcony with all fittings and fixtures together with one covered car Parking space at the **Ground Floor** measuring about **120 sq. ft.** at **Municipal Premises No. 364, Kamdahari Purbapara, under Kolkata Municipal Corporation, Ward No. 111, P.S. formerly Regent Park presently Bansdrone, P.O. Garia, Kolkata - 700084, Assessee No. 31-111-12-0364-0, District-South 24 Parganas**, which is more fully described in **SCHEDULE "B" TOGETHER WITH** undivided proportionate, impartible share and interest in the land underneath the said building described in the **SCHEDULE "A"** with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be

observed together with all easement, right, title, interest, possession, claim, profits etc. hereinafter referred to as “**said Property**”.

**AND WHEREAS** the Third Part/Purchasers who have come to know of the intention of the Second Part/Developer to transfer the said residential flat and car parking space and approached the Second Part/Developer to purchase the same.

**AND WHEREAS** the Purchasers herein has duly taken inspection of all the title Deeds and documents relating to the said property including the Sanctioned Building Plan duly Sanctioned by the Competent Authority of the Kolkata Municipal Corporation and having satisfied themselves with regard thereto as also with regards to the area, dimension and measurement and all other details concerning the said Building, have agreed to purchase **ALL THAT** one residential Flat being **Flat no.B3 (Front side/ North- East side)** on the **Third Floor** vitrified tiles flooring of the G+III storied building, measuring about **1102 (One Thousand One Hundred Two) Sq. Ft. of Super-Built Up Area more or less** consisting with 3 (Three) Bedroom, 1 (One) Drawing room cum Dining room, 1 (One) Kitchen, 1 (One) toilet, 1 (One) W.C. and 1 (One) Balcony with all fittings and fixtures together with one covered car Parking space at the **Ground Floor** measuring about **120 sq. ft.** at **Municipal Premises No. 364, Kamdahari Purbapara, under Kolkata Municipal Corporation, Ward No. 111, P.S. formerly Regent Park presently Bansdroni, P.O. Garia, Kolkata - 700084, Assessee No. 31-111-12-0364-0, District-South 24 Parganas** which is more fully described in **SCHEDULE-“B” TOGETHER WITH** undivided proportionate, impartible share and interest in the land underneath the said building described in the **SCHEDULE-“A”** and the lump-sum price of the same has been settled as **Rs.                                  /- (Rupees                                  ) only** including all statutory payments but excluding **stamp duty & registration charges** only. Stamp duty & registration charges will be on **PURCHASERS’** account.

**NOW THIS DEED OF SALE WITNESSETH :** That in consideration of the said sum of **Rs.                                  /- (Rupees                                  ) only** of good & lawful money of the Union of India, well & truly paid by the Purchasers to the



Vendor / Developer on or before the execution of these presents as per Memo of Consideration attached herewith and of & from the same and every part thereof do hereby acquit, release, exonerated and forever discharge the Purchasers as well as the said Flat and car parking space as more fully described in the **Schedule –“B”** hereunder written and every part thereof hereby sold **A N D** the Vendor / Developer does hereby sell, grant, transfer, convey, assign & assure unto & in favour of the Purchasers herein free from all sorts of encumbrances and hereby confirm the transfer of **ALL THAT** one residential Flat being **Flat no.B3 (Front side/ North- East side)** on the **Third Floor** vitrified tiles flooring of the G+III storied building, measuring about **1102 (One Thousand One Hundred Two) Sq. Ft. of Super-Built Up Area more or less** consisting with 3 (Three) Bedroom, 1 (One) Drawing room cum Dining room, 1 (One) Kitchen, 1 (One) toilet, 1 (One) W.C. and 1 (One) Balcony with all fittings and fixtures together with one covered car Parking space at the **Ground Floor** measuring about **120 sq. ft.** at **Municipal Premises No. 364, Kamdahari Purbapara, under Kolkata Municipal Corporation, Ward No. 111, P.S. formerly Regent Park presently Bansdroni, P.O. Garia, Kolkata – 700084, Assessee No. 31-111-12-0364-0, District-South 24 Parganas**, as more fully and particularly mentioned in the **Schedule – “B”** hereunder written **TOGETHER WITH** the right to use the common areas, facilities, amenities & installations and other fittings & fixtures in the said building as more fully described in the **Schedule – “C”** hereunder written in common with all other Owner/Occupier of the said building for the purpose of uninterrupted egress & ingress and for other beneficial use & enjoyment of the said land, building & premises (the flat space and the car parking space as mentioned above are more fully & particularly shown in the Plan or Map annexed hereto and therein bordered with **RED** colour and hereinafter referred to as the “Said Unit”), free from all encumbrances, charges, liens, lispens, claims, demands, liabilities, acquisitions, requisitions, alignments & trust **WHATSOEVER OR HOWSOEVER OTHERWISE** the said Unit or Premises 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, yards, paths, passages, court yards, ways, sewers, drains, water, water courses, lights, rights, liberties, privileges, easements, benefits, advantages & appurtenances whatsoever thereto or therewith

usually held, used, occupied, enjoyed, reputed to know as part & parcel thereof or appurtenant thereto, the said land, premises or unit hereby sold, conveyed, transferred, assured & assigned **UNTO AND TO** the Purchasers herein and reversion or reversions, remainder or remainders and rents, issues & profits thereof and all estate, right, title, interest, inheritance, trust, use, possession, property, claim & demand whatsoever both at law and in equity of the Owner, 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 Purchasers 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 & 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 Owner or any person or persons from whom the Owner 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 & unit, more fully described in the Schedule 'A' 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 & forever as & when and for an absolute & indefeasible & perfect estate analogous thereto and without any manner of 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 & alignment/s whatsoever.

**AND THE VENDOR/DEVELOPER DOES HEREBY COVENANT WITH THE PURCHASERS HEREIN AS FOLLOWS :**

- a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendor/Developer done or executed or knowingly suffered by him to the contrary, he lawfully, rightfully and absolutely seized & possessed of or otherwise well and sufficiently entitled to the said property hereby sold, granted, transferred & conveyed or expressed or intended so to be and every part thereof for a perfect and indefeasible & absolute title or estate of inheritance without any manner of 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 Vendor/Developer has good right, full power & absolute

authority or indefeasible title to sell, grant, transfer, convey, assign & 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 Unit and the undivided proportionate share, interest and ownership in the land comprised in the said premises is free from all charges, encumbrances, liens, lispendens or any attachments whatsoever and that the said land, messuage & premises, as per the knowledge of the Vendor/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 proportionate share, interest and ownership 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 & expenses for maintaining the said building and will be eligible to receive the rents, issues & profits thereof without any lawful eviction, interruption, hindrances, claims or demands whatsoever by the Vendor/Developer or any person or persons having lawfully or equitably claiming any right, title and interest whatsoever from, under or in trust for him.

e) That the Vendor/Developer does hereby accord its consent to the Purchasers towards mutating & 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 Vendor / Developer does 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 & enjoy the said flat and car parking space including impartible, undivided, & proportionate share, interest and ownership in the land and premises and all the easement rights 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 Vendor/Developer or any other person or persons claiming

through, under or in trust for him but must be along with all the covenants, liabilities and responsibilities as set forth in this said document.

The Purchasers shall apply for and get their names mutated as the Owners in respect of the said Flat and car parking space in the books and records of the Kolkata Municipal Corporation.

**THE PURCHASERS DO HEREBY COVENANT WITH THE VENDOR/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 in common and inconsistent with the rights and interests of the Owner and/or Occupiers of other undivided shares in the said premises and all other persons lawfully entitled to the use the common areas and facilities now, exist or hereafter to be existed in the said premises and to pay proportionate share of maintenance cost of the common facilities and/or amenities to be used and enjoyed by these 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 until the property sold under this Deed is assessed separately and on and from that date onwards the Purchasers herein named will remain 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 a member of the Association or Society in existence or 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 in existence or 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 their respective property by the other Occupiers of the building 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 VENDOR/DEVELOPER  
& 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 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, drains, water pipes, electric wire, in, under or upon the said building enjoyed and used by the Purchasers in common with other Owners of the said building and also the entrance, passage, path ways, drive ways, boundary walls and compounds etc. of the said land, building and premises as more fully described in the **Schedule –“D”** hereunder written.
- e) Proportionate costs of cleaning and lighting the passage, main entrance, drive ways and other common parts of the building as enjoyed and used by the other Owners.
- f) Proportionate share towards the salaries and wages of watch man, sweepers etc.
- g) The Purchasers must not individually and without consulting with the other co-owners or other occupiers of the building paint the outer portion of their property.

**SCHEDULE "A" PROPERTY**  
**(Description of the Land)**

**ALL THAT** piece and parcel of Bastu land measuring more or less about **4 Cottahs 5 Chittaks 28 Sq.ft.** together with a G+III storied building standing thereon at R.S. Dag No. 859 & 859/1131 appertaining to R.S. Khatian No. 279 lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No.200, being **Municipal Premises No. 364, Kamdahari Purbapara, under P.S. Bansdrani formerly Regent Park prior to Jadavpur then prior to Tollygaunge Sadar, Kolkata-700084** District Sub-Registrar at Alipore and Additional District Sub-Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, Assessee No. 311111203640, District South 24 Parganas, the said land is butted and bounded as follows:-

**On the North: By 13 ft. wide Kolkata Municipal Corporation Road;**

**On the South: By portion of Premises No. 364, Kamdahari Purbapara;**

**On the East : By Part of Dag No. 859 and Corporation Road 10 ft;**

**On the West : By 8 ft wide Kolkata Municipal Corporation Road;**

**SCHEDULE "B" PROPERTY**  
**(Description of the Flat and the Car Parking Space)**

**ALL THAT** one residential Flat being **Flat no.B3 (Front side/ North- East side)** on the **Third Floor** vitrified tiles flooring of the G+III storied building, measuring about **1102 (One Thousand One Hundred Two) Sq. Ft. of Super-Built Up Area more or less** consisting with 3 (Three) Bedroom, 1 (One) Drawing room cum Dining room, 1 (One) Kitchen, 1 (One) toilet, 1 (One) W.C. and 1 (One) Balcony with all fittings and fixtures together with one covered car Parking space at the **Ground Floor** measuring about **120 sq. ft.** at **Municipal Premises No. 364, Kamdahari Purbapara, under Kolkata Municipal Corporation, Ward No. 111, P.S. formerly Regent Park presently Bansdrani, P.O. Garia, Kolkata – 700084, Assessee No. 31-111-12-0364-0, District-South 24 Parganas, TOGETHER WITH** undivided proportionate, impartible share and interest in the land underneath the said building with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits

etc. The flat and the car parking space are more fully & particularly shown in the Plan or Map annexed hereto being part of this Deed and bordered with **RED** colour.

**SCHEDULE "C" PROPERTY**  
**(Common Facilities)**

1. The right in common with the other purchaser for the use of the common parts for egress and ingress and right in undivided proportioned share of land
2. The right of passage in common with other purchaser to get electricity, water connection, gas connection, from and to any other unit or common parts thereof pipes, drains lying or being under through or over the said unit as far as may be reasonably necessary for beneficial use and occupation of the other parts, of the building.
3. The right of protection for other parts of the building by all parts of the said unit as far as it is necessary to protect the same.
4. All essential and easement rights applicable to ownership flat and car parking space as per apartment rule and possible in that area.
5. Common area, the stair case and its landing passage, outer wall, roof, over head tank, reservoir, common pump machine, entrance, all vacant portions.
6. There is Lift facility in the said building.

**SCHEDULE "D" PROPERTY**  
**(Common Expenses)**

1. All cost of maintenance, operating redecorating and lighting the common portions including the outer walls of the building, parking spaces and boundary walls.
2. The salaries and all expenses for the all persons employed for the common purpose.
3. Municipal and other rates, taxes and levies and all other outgoings save those separately assessed from incurred in respect of any unit.
4. Cost of establishment and operations of the society (if society form) relating to the common purpose.
5. All other expenses and outgoings as are deemed by the society to be necessary or incidental for the common purposes including for creating a fund for replacement, renovation, painting and/or periodic repainting of the common portions.

**IN WITNESS WHEREOF** the Parties hereof have set and subscribed their respective hands, and signature on the day, month and year first above written, willfully and voluntarily after going through the contents herein, understanding the meaning of the same and realizing the result thereof.

**IN THE PRESENCE OF :**

1.

**(As the lawful constituted attorney  
holder of MR. PARTHA SARATHI  
SENGUPTA)**

2.

---

**(SIGNATURE OF THE LAND  
OWNER)**

---

**(SIGNATURE OF THE  
VENDOR/DEVELOPER)**

---

**(SIGNATURE OF THE  
PURCHASERS)**

**Drafted and Typed at my office & I read over  
& Explained in Mother Languages to all  
parties to this deed and all of them admitted  
that the same has been correctly written as  
per their instruction.**

**Advocate  
Enrolment No.  
Alipore Police Court,  
Kolkata – 700027**



## MEMO OF CONSIDERATION

**RECEIVED** from the within named Purchasers the total settled consideration amount of **Rs.**                    **/- (Rupees**                    **) only** as per the Memo below :

Date	Chq/D.D No.	Bank	Amt.
<b>TOTAL</b>			<b>Rs.                    /-</b>
<b>(Rupees</b>			<b>) only</b>

**WITNESSES :**

1.

2.

\_\_\_\_\_  
**(SIGNATURE OF THE VENDOR / DEVELOPER)**