

DRAFT

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made on this..... day of....., Two Thousand ..... (20.....) A.D. **BETWEEN (1) SRI DIPAK KUMAR CHAKRABORTY, [PAN : AERPC3446F]** by Occupation Retired person, presently residing at 9, Ramkrishna Nagar, P.O. Garia, P.S. Bansdrani, Kolkata - 700 084, **(2) SRI PRANAB KUMAR CHAKRABORTY, [PAN: AOZPC6094B]** by Occupation Retired Person, presently residing at 22E, Raipur Mondalpara Road, Keyabagan, P.O. Naktala, P.S. Patuli now Netaji Nagar, Kolkata 700 047, **(3) SRI PRABIR KUMAR CHAKRABORTY, [PAN : BAKPC1952L]** by Occupation Service, presently residing at 22E, Raipur Mondalpara Road, Keyabagan, P.O. Naktala, P.S. Patuli now Netaji Nagar, Kolkata 700 047, **(4) SMT. ILA BHATTACHARYA, [PAN : BAKPB6525L]**wife of Late Badal Bhattacharya, by Occupation House-wife, presently residing at 167, Rashbihari Avenue, J-Block, 3<sup>rd</sup> Floor, P.O. & P.S. Gariahat, Kolkata - 700 019, **AND (5) SMT. PALA CHAKRABORTY [PAN : ANTPC6733G]** wife of Sri Dipak Rag Chakraborty, by Occupation House-wife, presently residing at 42, Selimpur Road, P.O. Dhakuria, P.S. Garfa, Kolkata - 700 031, No. (1), (2) & (3) are sons and (4) & (5) are daughters of Late Jitandra Kumar Chakraborty @ Jitandra Kr. Chakraborty, all by faith - Hindu, by Nationality - Indian, hereinafter called and referred to as the '**OWNERS / VENDORS**' (which expression shall unless otherwise repugnant to the context to be deemed to mean and include their respective heirsses, executors, representatives, administrators and assignees) of **FIRST PART**. The **FIRST PART** is represented by their duly constituted attorneys appointed by a registered deed of Development Power of Attorney executed on dated 08.11.2016 and completed on 16.11.2016 at ADSR, Alipore, 24 Parganas (South) vide Being No.160507384, Book No-1, Volume No.1605-2016, Pages from 200409 to 200426 in favour of **M/S PROJECT BUILDERS [PAN:AATFP3134D]**, a partnership firm, having it's office at 1901, Mukundapur, E-20, Sammilani Park, P.O.- Santoshpur, P.S.- Survey Park, Kolkata- 700 075, represented by its Partners viz. **(1) SRI NARAYAN CHANDRA GHOSH [PAN : AGXPG8064F]** son of Late Haran Chandra Ghosh, by faith - Hindu, by occupation - Business, Nationality Indian, residing at 1901, Mukundapur, E-20, Sammilani Park, P.O.- Santoshpur, P.S.- Survey Park, Kolkata- 700 075 and **(2) SRI SANKAR GHOSH [PAN : AGHPG8013E]** son of Late Makhan Lal Ghosh, by faith - Hindu, by occupation - Business, Nationality Indian, residing at A/26, Rajnarayan Park, P.O. Boral, P.S. Sonarpur, Kolkata 700154.

. A N D

**MR./MRS.**..... [PAN : .....] son/daughter of Mr. ...., by nationality- Indian, by faith - ....., by occupation - ....., residing at ....., hereinafter referred to as the "**PURCHASER/S**"(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**

A N D

**M/S PROJECT BUILDERS [PAN:AATFP3134D]**, a partnership firm, having it's office at 1901, Mukundapur, E-20, Sammilani Park, P.O.- Santoshpur, P.S.- Survey Park, Kolkata- 700 075, represented by its Partners viz. **(1) SRI NARAYAN CHANDRA GHOSH [PAN : AGXPG8064F]** son of Late Haran Chandra Ghosh, by faith - Hindu, by occupation - Business, Nationality Indian, residing at 1901,

PROJECT BUILDERS

Narayan Chandra  
Partner

PROJECT BUILDERS

Sankar Ghosh  
Partner

PROJECT BUILDERS

Narayan Chandra  
Partner

As Constituted Attorney of  
Sri Dipak Kumar Chakraborty  
Sri Pranab Kumar Chakraborty  
Sri. Prabir Kumar Chakraborty  
Smt. Ila Bhattacharya  
Smt. Pala Chakraborty

PROJECT BUILDERS

Sankar Ghosh  
Partner

Mukundapur, E-20, Sammilani Park, P.O.- Santoshpur, P.S.- Survey Park, Kolkata- 700 075 and **(2) SRI SANKAR GHOSH** [ PAN : AGHPG8013E] son of Late Makhan Lal Ghosh, by faith - Hindu, by occupation - Business, Nationality Indian, residing at A/26, Rajnarayan Park, P.O. Boral, P.S. Sonarpur, Kolkata 700154, hereinafter called and referred to as the **"PROMOTER / BUILDER / DEVELOPER / CONFIRMING PARTY"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its respective heirs, executors, administrators, successors, legal representatives and assigns/ nominee as per provision of Indian Partnership Act 1932 with its amendments up to date) of the **THIRD PART**.

**WHEREAS** by virtue of a Deed of Conveyance dated 11.01.1960 executed at the office of the Sub-Registrar Alipore Sadar, District - 24 Parganas vide Book No. 1, Volume No. 24, Pages from 26 to 35, Being No. 1921, for the year 1960, our father said Jitandra Kumar Chakraborty @ Jitandra Kr. Chakraborty, purchased from then owner Ardhundu Kanti Dutta All That land measuring 5.8 Decimals (3 Cottahs 7 Chittacks 39 Sq.ft.) more or less, lying and situated in C.S. Khatian No. 462, C.S. Plot No. 1064, J.L. No. 33, R.S. No. 39, Touzi No. 56, under Mouza Raipur at present within K.M.C. Premises No. 22E, Raipur Mondal Para Road, Ward No. 99, Assessee No. 21-099-03-0020-3, P.S. then Patuli, District - South 24 Parganas. Our father said Jitandra Kumar Chakraborty @ Jitandra Kr. Chakraborty by virtue of another Deed of Conveyance dated 12.01.1972 registered at the office of the District Sub-Registrar of Alipore, District - 24 Parganas vide Book No. 1, Volume No. 18, Pages from 59 to 62, Being No. 172, for the year 1972, further purchased from then owner Ardhundu Kanti Dutta All That land measuring 3 Cottahs 15 Chittacks 16 Sq.ft. more or less, lying and situated in C.S. Khatian No. 462, C.S. Plot No. 1062, J.L. No. 33, R.S. No. 39, Touzi No. 56, under Mouza Raipur, within P.S. Patuli now Netaji Nagar, District South 24 Parganas.

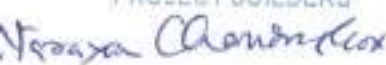
**AND WHEREAS** said Jitandra Kumar Chakraborty @ Jitandra Kr. Chakraborty during his life time became the sole and absolute owner of the aforesaid land measuring 7 Cottahs 7 Chittacks 10 Sq.ft. more or less by virtue of the aforesaid two separate Deeds of Conveyance and built a two storied residential building measuring 1300 Sq.ft. more or less thereon and on 07.11.1993 said Jitandra Kumar Chakraborty @ Jitandra Kr. Chakraborty died intestate leaving behind ourselves (the Land-Owners herein) as his only legal heirs and successors. Thus in terms of Hindu Law of inheritance we, the Land-Owners herein became the Joint Owners of aforesaid land measuring 7 Cottahs 7 Chittacks 10 Sq.ft. more or less and the said building standing thereon.

**AND WHEREAS** aforesaid land measuring 7 Cottahs 7 Chittacks 10 Sq.ft. more or less which is lying and situates within the limits of K.M.C. Premises No. 22E, Raipur Mondal Para Road, Ward No. 99, Assessee No. 21-099-03-0020-3, P.S. Patuli now Netaji Nagar, District - South 24 Parganas, comprising physically land measuring 7 Cottahs 4 Chittacks 00 Sq.ft. more or less, and the rest of the land measuring 3 Chittacks 10 sq.ft. more or less is now lying with adjacent K.M.C. Road and a Deed of Declaration has been registered to that effect on 30<sup>th</sup> June, 2016 at the office of the A.D.S.R. Alipore, South 24 Parganas and recorded in Book I, Volume number 1605-2016, Page from 121275 to 121292 being No. 160504460 for the year 2016.

**AND WHEREAS** the Land-Owners herein thus became the joint owners of said land measuring 7 Cottahs 4 Chittacks 00 Sq.ft. more or less togetherwith two storied residential building measuring more or less 1300 Sq.ft. standing thereon and they have mutated their names in the records of the Kolkata Municipal Corporation and been regularly paying Tax thereon and the Land-owners were jointly enjoying and occupying the aforesaid property and the said property is free from all encumbrances and bears a good marketable title.

**AND WHEREAS** the Land-Owners have decided to develop and construct a G+III storied residential building on the said premises after demolishing the existing one but due to personal difficulties and lack of experience and finance, they have expressed their desire to appoint a promoter/developer for such development of the said property.

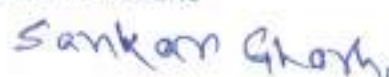
PROJECT BUILDERS



Partner

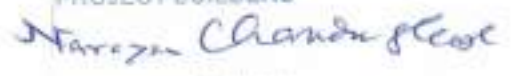
As Constituted Attorney of  
Sri Dipak Kumar Chakraborty  
Sri Pranab Kumar Chakraborty  
Sri. Prabir Kumar Chakraborty  
Smt. Ila Bhattacharya  
Smt. Pala Chakraborty

PROJECT BUILDERS



Partner

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Partner

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Partner

**AND WHEREAS** the Developer is mostly doing the job of construction as developer/Building Contactor with vast experience and upon mutual consent of the parties hereto, the Land-Owners and the Developer entered into a Development Agreement to raise a G+III storied residential building consisting of several Flats and Car Parking Spaces at the said plot of land in accordance with the Sanctioned Building Plan.

**AND WHEREAS** the Land-Owners have agreed to grant and empower the exclusive right to **M/S PROJECT BUILDERS**, a partnership firm, having it's office at 1901, Mukundapur, E-20, Sammilani Park, P.O.- Santoshpur, P.S.- Survey Park, Kolkata- 700 075, represented by its Partners viz. (1) **SRI NARAYAN CHANDRA GHOSH** son of Late Haran Chandra Ghosh, residing at 1901, Mukundapur, E-20, Sammilani Park, P.O.- Santoshpur, P.S.- Survey Park, Kolkata- 700 075 and (2) **SRI SANKAR GHOSH** son of Late Makhan Lal Ghosh, residing at A/26, Rajnarayan Park, P.O. Boral, P.S. Sonarpur, Kolkata 700154 as the developer, to construct a G+III storied residential building on the said premises as per the building plan sanctioned/approved by the Kolkata Municipal Corporation or any other appropriate authority and in the terms and conditions described in the Development Agreement.

**AND WHEREAS** the owners hereinabove are desirous of raising a building on the said land described in the First Schedule hereunder written containing several self – sufficient residential flat and car parking spaces etc according to the **Building Permit No.2018100246 date 31.12.2018** sanctioned by the Kolkata Municipal Corporation in the names of the owners.

The Land Owners , the party of the First Part desired to develop the said land by erecting multistoried building and to materialize their object hence the First Part with a view to beneficial use of their said property were in contact for a considerable time in the past with the Third Part , being the Developer herein , for development of the said property at the cost and responsibility of the Third Part , for their mutual benefit as per Sanction Plan of Kolkata Municipal Corporation , the Developer ultimately agreed and entered into a written Deed of Development Agreement was registered which was executed on dated 08.11.2016 and completed on 16.11.2016 at the office of the ADSR, Alipore , 24 Parganas (South) and was recorded in Being No.160507378, Book No.- I, Vol No 1605-2016, Pages from 200279 to 200327 for the year 2016 and the Development Power of Attorney which was executed on dated 08.11.2016 and completed on 16.11.2016 at ADSR, Alipore , 24 Parganas (South) vide Being No.160507384, Book No-I , Volume No.1605-2016, Pages from 200409 to 200426 for the year 2016.

The Developer out of their own funds and on moneys received from the intending purchaser/purchasers of Flat and car parking spaces / commercial space therein for constructing the building at the said **Premises No. 22E, Raipur Mondal Para Road, Ward No. 99, Assessee No. 21-099-03-0020-3, P.S. Patuli** now Netaji Nagar, Kolkata - 700 047 within the jurisdiction of Kolkata Municipal Corporation , more particularly described in First Schedule hereunder written and hereinafter called 'The said land' and on behalf of several purchaser / purchasers, parties or nominees intending to acquire flat and car parking spaces and/or units/ commercial space in the said building in accordance with the sanction of the Kolkata Municipal Corporation consisting of Ground plus three storied comprising therein, several flat and car parking spaces, and/or independent units / car parking spaces of diverse areas with all amenities/ facilities therein out of Developer's Allocation as per the said Agreement for Development which was executed on dated 08.11.2016 and completed on 16.11.2016.

1. As per Development Agreement aforesaid the Developer being the Third part and the landowner being the First Party herein have entered into and propose to enter into agreement with purchaser / purchasers and other persons for sale of flat and car parking space / units / parking spaces / commercial space and the right and interest in the said indivisible proportionate share in land and building on ownership basis free from all encumbrances whatsoever.

PROJECT BUILDERS

*Narayan Chandra Ghosh*  
Partner

PROJECT BUILDERS

*Sankar Ghosh,*  
Partner

PROJECT BUILDERS

*Narayan Chandra Ghosh*  
Partner

As-Constituted Attorney of  
Sri Dipak Kumar Chakraborty  
Sri Pranab Kumar Chakraborty  
Sri. Prabir Kumar Chakraborty  
Smt. Ila Bhattacharya  
Smt. Pala Chakraborty

PROJECT BUILDERS

*Sankar Ghosh,*  
Partner

**AND WHEREAS** the First Part already obtained the sanctioned aforesaid Building plan from the Kolkata Municipal Corporation and as per the said sanctioned Building Permit No.2018100246 dated 31.12.2018 the said Third party started construction of G+III storied building together with car parking spaces / commercial space thereto on the land and the premises described in First Schedule hereunder written free from all encumbrances and expressed their desire to sell out of all the flat and car parking space / flat / car-parking space / commercial space in the said premises out of Developer's Allocation in terms of the said Agreement for Development.

2. The Developer, Third Part has agreed to sell and the Purchaser/s has/have agreed to purchase a flat with car parking space / commercial space in the said new building when completed and more fully described in Second Schedule hereunder written on ownership basis as herein mentioned together with proportionate undivided share or interest of land at the said premises and other common parts and area and equipment, fixtures and fittings of common utility in the said buildings free from all encumbrances whatsoever coupled with several obligations mentioned hereunder.

**AND WHEREAS** the building when complete will be named or known as "GREEN VIEW".

**AND WHEREAS** the "Purchaser" being the Second Part hereof has / have taken inspection of the copies of the relevant title deeds and the approved Plans in respect of the said land and the building (being) constructed thereon and got satisfied about the title of the said land, and about the (proposed) building scheme and specification .

**AND WHEREAS** the Purchaser being so satisfied are desirous of acquiring a Flat which is marked and identified as No. "....." on ..... floor measuring .... sq.ft. (carpet area) in Block -..... more or less with one car parking space / commercial space being no. "...." measuring .....sq.ft. in Block -.....on the Ground floor under the said Building at project "Green View" (hereinafter referred to as " The said Flat and Car Parking Space/ commercial space") upon the terms and conditions hereinafter mentioned and offered Rs..... (Rupees .....only ) as total consideration to which Third Part agreed.

**NOW THIS DEED OF CONVEYANCE WITNESSETH** that in pursuance of the agreement for sale dated 19.01.2018 and in consideration of the sum of Rs..... (Rupees .....only ) paid in full by the said Purchaser to the said party of the third part by several instalments on or before the execution of these presents (the receipt whereof the said party of the third part do hereby admit and acknowledge) and of and from the same and every part thereof the said party of the first part and third part do hereby grant, convey, transfer, assign and assure and discharge the said Purchaser his heirs, executors, administrators and assigns ALL THAT one Flat and Car Parking Space together with undivided proportionate share of land underneath, the common areas, facilities and amenities including the right to use the roof of the said G+III storied building and also the staircase, landing, lobby and lift / lifts at Premises No. 22E, Raipur Mondal Para Road, Ward No. 99, Assessee No. 21-099-03-0020-3, P.S. Patuli now Netaji Nagar, Kolkata - 700 047 within the jurisdiction of Kolkata Municipal Corporation, which is morefully described in Second Schedule hereunder written.

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Narayan Chandrasekar  
Partner

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Sankar Ghosh,  
Partner

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Narayan Chandrasekar  
Partner

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Sankar Ghosh,  
Partner

As Constituted Attorney of  
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Sri Pranab Kumar Chakraborty  
Sri. Prabir Kumar Chakraborty  
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Smt. Pala Chakraborty

**AND** the said party of the first part and the third part to their limit and extent of their respective right, title and interest do hereby grant, transfer, sell, convey, release, assign and assure the said Purchaser the proportionate undivided share of land in relation to the said flat and car parking space hereby sold, granted, transferred, conveyed, assigned and assured at **Premises No. 22E, Raipur Mondal Para Road, Ward No. 99, Assessee No. 21-099-03-0020-3, P.S. Patuli now Netaji Nagar, Kolkata - 700 047** within the jurisdiction of Kolkata Municipal Corporation as aforesaid and morefully and particularly described in the Second Schedule hereunder written with full and free right and liberty for the said Purchaser his tenants, servants, agents, visitors, and all persons authorized by the said Purchaser from time to time and all times hereafter and for all purpose connected with the use and enjoyment of the said flat and car parking spaces and also full and free right and liberty for the said Purchaser his heirs, successors in interest for the best use and enjoyment of the flat and car parking space as described in the second schedule hereunder TOGETHER WITH all other rights and liberties, easements, privileges, advantages, appendages and appurtenances whatsoever belonging to the said flat and car parking space occupied or enjoyed, accepted required, deemed and known any part or parcel thereof appurtenant thereto and reversion or reversions remainder or remainder and all rents issues and profits thereof and all the right, title, interest, inheritance, use, trust, possession, property, claim and demand whatsoever of the said Vendors or into out of land of and upon the said flat and car parking space and every part thereof TO HAVE AND TO HOLD flat and car parking space as described in the second schedule hereunder written together with proportionate share of land underneath the said flat and car parking space at **Premises No. 22E, Raipur Mondal Para Road, Ward No. 99, Assessee No. 21-099-03-0020-3, P.S. Patuli now Netaji Nagar, Kolkata - 700 047** within the jurisdiction of Kolkata Municipal Corporation, hereby granted sold, transferred, conveyed and confirmed, expressed and intended to be so and unto and to the use of the said Purchaser in the manner aforesaid and the said flat and car parking space as described in the second schedule hereunder written have not been encumbered or charged and the Purchaser his heirs, successors, executors, administrators and assigns shall and may at all times and every time hereafter, peaceably and quietly possess and enjoy the said flat and car parking space and receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbances, claim or demand whatsoever from or by the said Vendors and the third part or any person or persons lawfully or equitably claiming from under or in trust for him.

**AND THAT THE PURCHASER DOTN HEREBY AGREED AND DECLARED** as follows:-

1. The Purchaser has prior to the execution of this agreement made thorough search about the title of the said land as described in the First Schedule hereunder and he will not be entitled to make further investigation and / or objection to any matter relating to the title of the said premises building and plan.
2. The Purchaser had seen the plan and has got himself satisfied regarding the construction of the said building and units therein and the measurement of the said flat and car parking space intended to be purchased by him and the mode of use and enjoyment thereof. Since the Purchaser had made thorough search and enquiry about the said premises and the said flat and car parking space and being fully satisfied about titles and facility / amenities the Purchaser shall hereof not be entitled to make further question and / or objection and / or make any claim or demand whatsoever against the party of the first part and the third part herein with regard thereof in future.

PROJECT BUILDERS

*Narayan Chandrasekhar*  
Partner

Partner

PROJECT BUILDERS

*Sankar Ghosh*  
Partner

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3. The Purchaser agreed to pay to the said party of the first part and the third part or his assigns as follows:-

a. Proportionate share with other flat owners jointly of KMC rates and taxes levied or to be levied hereinafter, maintenance and service charges and all other expenses and outgoings necessary and incidental to the use of the said property being **Premises No. 22E, Raipur Mondal Para Road, Ward No. 99, Assessee No. 21-099-03-0020-3, P.S. Patuli now Netaji Nagar, Kolkata - 700 047** within the jurisdiction of Kolkata Municipal Corporation, as laid down in Third Schedule hereunder written.

b. So long as the flat and car parking space sold to the Purchaser shall not be separately assessed proportionate share of both share of KMC taxes, all such other taxes, under any law, which may be imposed on the said entire building and the said premises.

c. The apportionment of liability of the Purchaser in respect of any item of expenses, taxes and / or outgoings payable by the Purchaser shall be determined by the said Vendors before the formation of Flat Owners' Association or the maintenance committee which may be formed by flat owners of the said building for the purpose of maintaining the said property and their decision shall be always final and binding upon the Purchaser.

d. For the time being the Purchaser shall pay to the said party of the first part herein the sum to be decided by the party of the first part per month being his proportionate share of the KMC rates and taxes and maintenance and service charges of the said **Premises No. 22E, Raipur Mondal Para Road, Ward No. 99, Assessee No. 21-099-03-0020-3, P.S. Patuli now Netaji Nagar, Kolkata - 700 047** within the jurisdiction of Kolkata Municipal Corporation, till the said flat and car parking space are separately assessed by the Kolkata Municipal Corporation. The said sum is subject to variation and enhancement from time to time as and when occasion may arise.

**THE PURCHASER CONVENANT WITH THE OTHER TWO PARTIES AS FOLLOWS:-**

1. The Purchaser shall punctually continue to pay at all times and every time to the party of the First Part herein or the Association or Committee or Society which may be formed later on monthly and every month within seven days of each calendar month the amount which may be assessed by the said Vendors or the Association or Committee or Society which shall be formed from time to time being the amount payable by the purchaser in respect of the said flat and car parking space sold to him till the said flat and car parking space are separately assessed and the proportionate share of KMC rates and taxes, maintenance and services and outgoings payable in respect of the entire **Premises No. 22E, Raipur Mondal Para Road, Ward No. 99, Assessee No. 21-099-03-0020-3, P.S. Patuli now Netaji Nagar, Kolkata - 700 047** within the jurisdiction of Kolkata Municipal Corporation.

2. The Purchaser shall not do or cause to be done any act and deed whereby the security of the said building or the premises or any part thereof may be jeopardized.

3. The Purchaser shall not store any inflammable, combustible or obnoxious and / or objectionable goods or materials in the flat and car parking space as described in the second schedule hereunder sold to him or any part thereof.

PROJECT BUILDERS

*Narayan Chandra*  
Partner

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*Sankar Ghosh,*  
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4. The amount which is payable by the Purchaser to the party of the first part / society, monthly in every month in respect of the said flat and car parking space sold to him if remain unpaid the same shall form a first charge on their said flat and car parking space and user of common services shall be discontinued.

5. Save and except , the right of access to the flat and car parking space and the right of ingress and egress through the said entrance to the said flat and car parking space hereto conveyed the purchaser shall have the right of use and enjoyments of facility in common with other flat owners peacefully in respect of the common portions and facilities at the ground floor of the said premises and shall not have any right or interest in respect of any other portion of the said premises.

6. The Purchaser shall not object to any further construction addition and alterations by Vendors in the said Premises or any part thereof subject to the observance of law applicable for such alterations and permission from the Kolkata Municipal Corporation and purchaser also agreed that the developer will have every right to change orientation of unsold flats as per their convenience and get the revised sanction from the competent authorities without any legal objection from any purchaser and the developer will have every right to change location, orientation , size and design of septic tanks, SU water reservoir , fire tanks , overhead reservoir, lift machine room as per the decision of the engineer-in-charge and get the revised sanction from the competent authorities without any legal objection from the purchaser and the developer, if desire to make / construct commercial unit at the unsold car parking space on the ground floor of the said building within their allocated portion and will have the absolute right to enjoy / commercially exploit it without any objection / hindrance from the purchaser and the purchaser will have no right to file suits in any court of law , forum or otherwise against it. The common areas in the building and / or the said premises will be used in common with the owner. The Developer will have every right to sell car parking spaces at ground floor to the intending purchaser / purchasers at their own discretion without any legal objection from the purchaser / purchasers.

7. The Purchaser shall not make in the flat and car parking space hereby sold to him any structural alterations additions or improvements of a permanent nature without the prior approval in writing of the said Vendors or the Association or Committee or Society that may be formed later on.

8. The Purchaser shall not use the common vacant space for stacking any materials thereon.

9. The Purchaser shall observe, perform and comply with all the rules and regulations which the maintenance committee or Associates or Society (that may be formed later on).

10. The Purchaser shall become compulsorily member of the Association or Committee or Society which may be formed or which may be brought into existence and also do all acts and things necessary to make such association or Committee or Society effective for the purpose for which they are created.

**AND THAT THE PARTY OF THE FIRST PART AND THE THIRD PART DO TH HEREBY AGREE AND DECLARE AS FOLLOWS:-**

1. The party of the first part and the third part and all person or persons lawfully or equitably claiming any estate, title , interest or inheritance into or upon the said flat and car parking space hereby granted,

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transferred, sold, conveyed or intended so to be or any part thereof shall or will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute and cause to be executed or done all such further acts, deeds and things for further acts, deeds and things further and more perfectly assuring the title of the said flat and car parking space hereof unto the Purchaser his heirs, executors, administrators, representatives and assigns in the manner aforesaid as may be reasonably required.

2. The party of the first part and the third part declare that the said **Premises No. 22E, Raipur Mondal Para Road, Ward No. 99, Assessee No. 21-099-03-0020-3, P.S. Patuli now Netaji Nagar, Kolkata - 700 047** within the jurisdiction of Kolkata Municipal Corporation, has not yet been affected by any scheme of acquisition or requisition and the Vendors never received any Notice to that effect and the Vendors declare that the said flat and car parking space are not affected by any order or attachment or injunction of any Court or any other competent authority or authorities whatsoever.
3. That the Purchaser shall have every right to mutate her names and to get the said flat and car parking space (as shown in the plans attached herewith) separately assessed in the office of the Kolkata Municipal Corporation at their own cost and for the same, the Vendors shall endorse and convey their consent or "No Objection", if required.
4. That the party of the first part and the third part shall co-operate with the Purchaser to arrange and install separate electric meter in the names of the purchaser from where the Purchaser shall enjoy the electricity for their said flat and car parking space purchased by him.
5. That the Purchaser shall have absolute right to use and enjoy the flat and car parking space hereby sold as absolute owners thereof with all rights to sell, transfer, convey gift and mortgage the same against consideration to any third party as per his own choice and discretion, saddled, of course with the duties and obligation contained herein.
6. That the Purchaser shall not be liable for payment of any arrear of taxes, dues or outgoings prior to taking over the possession of the said flat and car parking space hereby conveyed.

-THE FIRST SCHEDULE:-  
(DESCRIPTION OF THE PREMISES)

**ALL THAT** piece and parcel of land measuring an area of **7 Cottahs 4 Chittacks** be the same a little more or less, togetherwith total 1300 Sq.ft. more or less two storied residential building lying and situated within **K.M.C. Premises No. 22E, Raipur Mondal Para Road, Ward No. 99, Assessee No. 21-099-03-0020-3, P.S. Patuli now Netaji Nagar, Kolkata - 700 047, C.S. Dag No. 1064 & 1062, C.S. Khatian No. 462, J.L. No. 33, Mouza - Raypur, District - South 24 Parganas, togetherwith right of easement, all common facilities and amenities annexed thereto, which is butted and bounded as follows :-**

**On the North :** Dag No. 1062, Present Premises No. 23/1A, Raipur Mondalpara Road;

**On the West :** 22D, Raipur Mondalpara Road;

**On the South :** K. M. C. Road

**On the East :** Dag No. 1063, Premises No. 24/1B, Raipur Mondalpara Road;

PROJECT BUILDERS

Narayan Chandra  
flood  
Partner

PROJECT BUILDERS

Sankar Ghosh,  
Partner

PROJECT BUILDERS

Narayan Chandra  
flood  
Partner

As Constituted Attorney of  
Sri Dipak Kumar Chakraborty  
Sri Pranab Kumar Chakraborty  
Sri. Prabir Kumar Chakraborty  
Smt. Ila Bhattacharya  
Smt. Pata Chakraborty

PROJECT BUILDERS

Sankar Ghosh,  
Partner



-:THE SECOND SCHEDULE - ABOVE REFERRED TO:-  
(The Flat and car parking space hereby sold)

ALL THAT the said Flat No. "....." [flooring – vitrified tiles ] at ..... floor of the building constructed at **Premises No. 22E, Raipur Mondal Para Road, Ward No. 99, Assessee No. 21-099-03-0020-3, P.S. Patuli** now Netaji Nagar, Kolkata – 700 047 within the jurisdiction of Kolkata Municipal Corporation. Comprising ..... (.....) bed rooms, 1(one) living dining room, 1 kitchen(pantry), 1 (one) toilet, 1 (one) W.C. 1(one) verandah measuring..... sq.ft. carpet area with one car parking space being no. "..." measuring ..... sq.ft. more or less at ground floor at project - "Green View" as per enclosed layout / plan of the said flat and the said car parking space together with undivided proportionate share in the land beneath the building and undivided proportionate share in all common parts areas facilities and amenities together with right to use the various installation comprised in the said building in common with others.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Cost to be borne proportionate to the area of the Flat)

1. Proportionate costs of maintaining, replacing, white washing, painting, rebuilding , decorating and the maintenance of the said building rain water pipes, gas pipes, sewerage and drains and equipments in order or upon the said building as enjoyed or used in common by the other occupiers thereof.
2. Proportionate costs of cleaning and lighting the entrance, lawns, parking space, passage landings, staircase and other parts of the said buildings as enjoyed or used in common by the occupiers thereof.
3. Proportionate cost of maintenance of light , pump , tube well and other plumbing works including all other service charges for services rendered in common with all other occupiers of the said building.
4. Proportionate cost of insuring the said building against earth quake , fire, mob, damages and civil commotion etc.
5. The Proportionate share of Kolkata Municipal Corporation rates and other taxes both owner and occupiers and other outgoings etc. Payable in common for the said building till the said flat and car parking space are separately assessed by the Kolkata Municipal Corporation and or any other competent authorities.
6. The Proportionate share of all electric charges payable in common user for the said building.
7. The Proportionate rent payable to the Collector, 24 Parganas (South).
8. The Proportionate share of such other expenses printing and stationery as well as litigation expenses incurred in respect of any dispute with the Kolkata Municipal Corporation, Kolkata Improvement Trust or any other local authority or Government and with Insurance Company in relation to the same as are deemed by the said owners or the said party of the Third Part or the Ad-hoc Committee, Society or the Association (that may be formed later on) to be necessary and incidental to the maintenance and up- keep of the said building and premises.

PROJECT BUILDERS

*Narayan Chandra Ghose*

Partner

PROJECT BUILDERS

*Sankar Ghosh,*

Partner

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Sri. Prabir Kumar Chakraborty  
Smt. Ila Bhattacharya  
Smt. Pala Chakraborty

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(COMMON AREAS AND FACILITIES)**

1. Sweepers / maintenance staff shall however have access to common open space for maintenance or building only.
2. Septic Tank, under ground and over head water reservoirs along with the plumbing and electrical fittings affixed the rate, drainage system etc. in common area of the said building and lift facility.
3. Motor Pump and pump room in common areas of the said building.
4. Land , main entrance , roof , passage, lobby, parapet wall, pipes, drains, sanitary pipes, drainage and sewerage, motor and pump, water tank, overhead and underground water tank, water pipe and other common plumbing, rain water pipe drains, sewerage, main water connection from the Corporation to the underground reservoir, main water delivery pipes lines from underground reservoir to overhead water tanks, all distribution pipe lines to kitchen and toilets of different units flats and / or common portions.
5. Only general lighting of the commons portions shall be provided but the purchaser shall share electric consumption charges, proportionately.
6. Main electric distribution board with electric wiring and electric meter, water and sewerage evacuation pipes from the flat / units to main drains and sewers common to the building , water reservoir pipes lines but all maintenance charges for common electric light and all common amenities will be shared by the purchaser , proportionately.

N.B. :- Maintenance costs including repairs / replacement and salary of staff etc. shall be borne by the purchasers / occupiers pro-rata based on measurement of their respective area of occupancy.

**IN WITNESS WHEREOF** the Owners/ Vendors , the Purchaser and the Party of the Third Part hereto have set and subscribed their respective hands and seals on the day, month and year of first above written.

**SIGNED, SEALED AND DELIVERED**

At Kolkata in the presence of :

**WITNESSES:-**

1)

-----  
**SIGNATURE OF THE OWNERS/VENDORS**

2)

-----  
**SIGNATURE OF THE PURCHASER**

-----  
**SIGNATURE OF THE BUILDERS /  
DEVELOPERS / CONFIRMING PARTY**

Drafted by :

Advocate

Typed by me :

PROJECT BUILDERS  
*Narayan Chandra Ghosh*  
Partner

PROJECT BUILDERS  
*Narayan Chandra Ghosh*  
Partner

PROJECT BUILDERS  
*Sankar Ghosh*  
Partner

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As Constituted Attorney of  
Sri Dipak Kumar Chakraborty  
Sri Pranab Kumar Chakraborty  
Sri. Prebir Kumar Chakraborty  
Sri. Ila Bhattacharya

**MEMO OF CONSIDERATION**

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.... (Rupees ..... only ) paid in full by the said by the undersigned as follows:-

Sl. No.	Cheque No.	Date	Bank	Amount(Rs.)
.....	.....	.....	.....	.....

.....  
TOTAL Rs:.....

**WITNESSES:-**

1)

2)

.....  
SIGNATURE OF THE BUILDER /  
DEVELOPER / CONFIRMING PARTY  
(I.e. the party of the third part)

Typed by me :

PROJECT BUILDERS

Naraya Chandra Ghosh,

Partner

PROJECT BUILDERS

Naraya Chandra Ghosh,

Partner

PROJECT BUILDERS

Sankar Ghosh,

Partner

PROJECT BUILDERS

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Sri. Prabir Kumar Chakraborty  
Smt. Ila Bhattacharya  
Smt. Pala Chakraborty