

## DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** made on this..... day of February 2019 (Two Thousand Nineteen) Between (1) **SMT. SAFALI BISWAS (PAN NO. \_\_\_\_\_)** wife of Late Subhas Biswas by faith Hindu, by occupation House-wife residing at 16/5, Khanpur Road, P.S. Jadavpur now Patuli, Kolkata-700047, and also 13, Bansdrani New Govt. Colony, P.S. Regent Park, Kolkata-700 070, (2) **SRI SANDIPAN BISWAS (PAN NO. \_\_\_\_\_)** son of Late Subhas Biswas by faith Hindi, by occupation Service, residing at 16/5, Khanpur Road, P.S. Jadavpur now Patuli, Kolkata-700047, and also 13, Bansdrani New Govt. Colony, P.S. Regent Park, Kolkata-700 070, and (3) **SMT. SOMA CHOWDHURY (PAN NO. \_\_\_\_\_)** wife of Sri Tarun Chowdhury and daughter of Late Subhas Biswas by faith Hindu, by occupation House-wife, residing at 22A, Bansdrani South Park, P.S. Bansdrani, Kolkata-700 070 represented by his **Constituted Attorney SRI ANIL CHANDRA GHOSH (PAN : AGKPG0595N)** son of Late Surendra Chandra Ghosh residing at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:- Survey Park, Kolkata-700 075, (**Development Power of Attorney Registered at the office of A.D.S.R. Alipore, 24 Parganas (South) and recorded in Book No. I, CD Volume No. 37, Pages from 1503 to 1516, Being No.09123 for the year 2013**) hereinafter referred to as the **OWNERS / VENDORD** (which expression shall unless otherwise repugnant to the context be deemed to mean and include their respective heirs, executors, representatives, administrators and assignees) party of the **FIRST PART.**

**A N D**

**MR/MRS .....** (**PAN NO: .....**) son / daughter / wife of ..... by nationality- Indian, by faith - ....., by occupation - .....and is 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. SHELL-TECH CONSTRUCTION**, a proprietorship Concern having its office at 2081, Chak Garia, (E-14, Sammilani Park) P.O. Santoshpur, P.S. Survey Park, Kolkata 700075, represented by its sole proprietor **SRI ANIL CHANDRA GHOSH (PAN : AGKPG0595N)**, Son of Late Surendra Chandra Ghosh, by religion Hindu, by occupation Business, residing at 2081, Chak Garia, (E-14, Sammilani Park) P.O. Santoshpur, P.S. Survey Park, Kolkata 700075 hereinafter referred to as the **BUILDER / DEVELOPER / PROMOTER / CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include its heirs, executors, administrators, legal representatives, administrators and assignees) party of the **THIRD PART.**

Contd.....Pg/2.

FOR SHELL TECH CONSTRUCTION  
  
 PROPRIETOR



WHEREAS all materials time and for all intents and purposes one Sri Subhas Biswas son of Late Chittaranjan Biswas residing at 13, Bansdrani New Govt. Colony, P.S. Jadavpur, Kolkata was the absolute and beneficial owner and seized and possessed of or otherwise well and efficiently entitled to piece and parcel of demarcated landed property measuring more or less 5 Cottahs, 00 Chittas, 00 sq. ft. along with 400 Sft tin shed old house standing thereon lying and situated under Mouza Raipur, Pargana Khaspur, Touzi no. 56, Re. Su. No. 39, J.L. No. 33, Dag no. 292, C.S. Khatian no. 362, within the limits of Kolkata Municipal Corporation premises no. 16, Khanpur Road, P.S. Jadavpur, now Patuli, Kolkata 700047, Ward no. 98, District South 24 Parganas, from the then owners/vendors therein Sri Nousher Ali Mollah, Sri Ramjan Ali Mollah, Sri Korban Ali Mollah and Sri Raja Ali Mollah all sons of Late Bhoto Mollah through a registered Deed of Sale executed and registered in the office of District Sub Registrar Alipore, on 25<sup>th</sup> July, 1984 and recorded in Book no.1, Volume no. 82, pages 234 to 242, being no. 9727 for the year 1984 against valuable consideration mentioned therein.

AND WHEREAS the said Subhash Biswas thereafter mutated his name in the record of K.M.C. and got mutation in respect of the said property and got new Premises no.16/5, Khanpur Road, being K.M.C. Assessee No. 21-098-03-0423-1 under K.M.C. Ward no. 98, and started living with his family thereon.

AND WHEREAS the said Subhash Biswas while enjoying and possessing his property absolutely thereafter the said Subhash Biswas died intestate on 7<sup>th</sup> August, 2012 leaving behind him surviving his wife Smt Safali Biswas, one son Sri Sandipan Biswas and one daughter Smt Soma Chowdhury as legal heirs and successors who collectively inherited the property in equal shares from their husband and father respectively as per Hindu Succession act 1956.

AND WHEREAS thus at present Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury herein are only the legal heirs and successor of the said deceased Subhash Biswas and they all are the absolute joint undivided owners by way of inheritance in respect of the property at premises no 16/5, Khanpur Road, Kolkata-700 047 by virtue of Hindu Succession Act 1956.

AND WHEREAS Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury the only legal heirs of deceased Subhash Biswas thereafter applied for mutation in the record of the Kolkata Municipal Corporation assessment department instead of deceased Subhas Biswas in respect of the said property at KMC premises no. 16/5, Khanpur Road, P.S. Patuli, Kolkata-700 047 and got mutation in respect of the said property keeping the same Assessee No. 21-098-03-0423-1 and same Premises No. 16/5, Khanpur Road under K.M.C. Ward no. 98, Kolkata-700 047.

AND WHEREAS thus Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury became the absolute joint owners of the entire bastu land measuring 05Cotthas 00 Chattaks 00 sq.ft. more or less with several tiled shed structure standing thereon being its KMC Premises No 16/5, Khanpur Road, P.S. Patuli, now Netaji Nagar, Kolkata-700 047 and have no others legal heirs.

FOR SHELL TECH CONSTRUCTION

*Anil Chandra*

PROPRIETOR



AND WHEREAS thereafter the **First Party** herein as lawful owner of his said Bastu lands have decided to construct a multi-storeyed building containing residential flat and parking space as per plan. Thereafter the said Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury jointly entered into one Development Agreement on dated 25<sup>th</sup> day of November 2013, with "M/S. SHELL-TECH CONSTRUCTION" a proprietorship concern, having its office at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:- Survey Park, Kolkata-700 075 and authorizing the said firm "**M/S. SHELL-TECH CONSTRUCTION**" and its proprietor to erect and or construct several buildings comprising several flats, parking spaces and Shops at its own costs and expenses on the aforesaid landed property measuring **05K-00Ch-00 Sft** more or less along with 400 Sft tin shed house standing thereon lying and situated under Mouza Raipur, Pargana Khaspur, Touzi no. 56, Re. Su. No. 39, J.L. No. 33, Dag no. 292, C.S. Khatian no. 362, within the limits of Kolkata Municipal Corporation premises no. 16/5, Khanpur Road, P.S. Jadavpur, then Patuli now Netaji Nagar, Ward no. 98, District South 24 Parganas, Kolkata-700047 (as also describe at the Schedule-A below) to dispose the same by way of sale to the intending purchaser or purchasers of the said flats and parking space to be constructed thereon by said "M/S. SHELL-TECH CONSTRUCTION" therein mentioned in the development agreement as Builder/Developer /Contractor and the flats, parking spaces except owners' allocation as per agreement dated 25<sup>th</sup> November 2013 as per sanction plan obtained in their names and on behalf of the said Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury from the Kolkata Municipal Corporation and the said Deed Of Development Agreement Registered on 206<sup>th</sup> November 2013 at A.D.S.R. Alipore 24-Parganas(S) recorded in Book no. -I, C.D. Volume No. 37, Pages from 1433 to 1459 being No. 09122 for the year 2013 and the Promoter / Builder / Developer has agreed and undertaken to build at their own costs the said building and in conformity with the plan sanctioned by the KMC, with proper construction and all conveniences and amenities therein and to sell or dispose of the several flats / parking spaces / or independent units comprised therein to the intending purchasers on such terms as it may deem fit on ownership basis.

The Premises No. 16/5, Khanpur Road, P.S. Jadavpur, then Patuli now Netaji Nagar, Ward no. 98, District South 24 Parganas, Kolkata-700047 along with the structure over it more fully and completely described in the above and hereinafter will be termed as "the said premises".

The Promoter / Builder / Developer out of their own funds and of moneys received from the intending purchasers for constructing the building at the said premises more particularly described in Schedule 'A' hereunder written and herein after called 'The said land' and on behalf of several purchasers, parties or nominees of the Promoter / Builder / Developer intending to acquire flats and/or units in the said building in accordance with the sanction of the KMC consisting of Ground plus three (G+III) storied comprising therein, several flats, and/or independent units /parking spaces of diverse areas with all amenities/ facilities therein.

1. The Promoter / Builder / Developer and the landowner herein the First Party have entered into agreement with purchasers and other persons for sale of flats/units/ parking

FOR SHELL TECH CONSTRUCTION  
*Anil Kumar Saha*

PROPRIETOR



spaces and the right in the said individual proportionate share in land and building on ownership basis free from all encumbrances whatsoever. The First Part of this agreement has also agreed to convey transfer the undivided and indivisible proportionate share or interest in the land to the purchasers or purchasers.

2. The Promoter/ Builder / Developer, being the Third Part have agreed to sell and the purchasers hereof have agreed to purchase a flat in the said new building and more fully described in Schedule 'B' hereunder written on ownership basis as herein mentioned together with proportionate undivided proportionate 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.

**AND WHEREAS** the Confirming Party, on behalf of Vendor obtained the sanctioned Building plan from the KMC Vide building Permit No. 201700078 dated 14/07/2017, Borough - X and as per the said sanction plan the said Confirming party started construction G+III storied building together with car parking space thereto on the land and premises described in Schedule 'A' hereunder written free from all encumbrances and expressed his/her/ their desire to sell out of all the flat / flats / car-parking space / car-parking spaces in the said premises.

**AND WHEREAS** the proposed building when completed shall be named or known as **"SREE KUNJA RESIDENCY"**.

**AND WHEREAS** the "Purchaser /s" 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 of the Developer on the said land.

**AND WHEREAS** the Purchaser/s being so satisfied is/ are desirous of acquiring a **Flat** which is marked and identified as No. "....." on .... floor, measuring .... sq.ft. **Carpet** together with one **Car Parking Space** which is also marked and identified as No. "....." measuring 120 sq.ft. more or less on the Ground floor under the said Building at project **"SREE KUNJA RESIDENCY"** (hereinafter referred to as **"The said Flat and Car Parking 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 ..... and in consideration of the sum of **Rs.....** (**Rupees ..... only**) paid in full by the said Purchasers 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/s her heirs, executors, administrators and assigns All that bastu land measuring more or less 05 Cottahs, 00 Chittas, 00 Sq. ft. along with 400 Sqft tin shed, net cement flooring standing thereon lying and situated under Mouza Raipur, Pargana Khaspur, Touzi no. 56, Re. Su. No. 39, J.L. No. 33, Dag no. 292, C.S. Khatian no. 362, within the limits of Kolkata Municipal Corporation premises

FOR SHELL TECH CONSTRUCTION  
*Anirudh Chandra Chatterjee*  
 PROPRIETOR



no. 16/5, Khanpur Road, P.S. Jadavpur, now Patuli, Ward no. 98, Borough No.-X, Assessee No.21-098-03-0423-1 District South 24 Parganas, Kolkata-700047, which is morefully described in **Schedule** hereunder written.

**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 Purchasers 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 KMC Premises No. 16/5, Khanpur Road, P.S. Jadavpur, then Patuli now Netaji Nagar, Ward no. 98, Borough No.-X, Assessee No.21-098-03-0423-1 District South 24 Parganas, Kolkata-700047, as aforesaid and morefully and particularly described in the Schedule hereunder written with full and free right and liberty for the said Purchasers their tenants, servants, agents, visitors, and all persons authorized by the said Purchasers 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 Purchasers their heirs, successors in interest for the best use and enjoyment of the flat and car parking spaces 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. 16/5, Khanpur Road, P.S. Jadavpur, now Patuli, Ward no. 98, Borough No.-X, Assessee No.21-098-03-0423-1 District South 24 Parganas, Kolkata-700047, hereby granted sold, transferred, conveyed and confirmed, expressed and intended to be so and unto and to the use of the said Purchasers 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 Purchasers their 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 them.

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

1. The Purchaser/s have 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 they 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.

FOR SHELL TECH CONSTRUCTION

*Anil Kumar Singh*

PROPRIETOR



2. The Purchaser/s had seen the plan and have got themselves 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 them and the mode of use and enjoyment thereof. Since the Purchasers 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 Purchasers 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.

3. The Purchaser/s agreed to pay to the said party of the first part and the third part or her 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. 16/5, Khanpur Road, P.S. Jadavpur, then Patuli now Netaji Nagar, Ward no. 98, Borough No.-X, Assessee No.21-098-03-0423-1 District South 24 Parganas, Kolkata-700047, as laid down in Third Schedule hereunder written.

b. So long as the flat and car parking space sold to the Purchasers 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 Purchasers in respect of any item of expenses, taxes and / or outgoings payable by the Purchasers shall be determined by the said Vendors before the formation of Flat Owners' Association or the maintenance committee which may be formed by flat owner of the said building for the purpose of maintaining the said property and their decision shall be always final and binding upon the Purchasers.

d. For the time being the Purchasers 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 their proportionate share of the KMC rates and taxes and maintenance and service charges of the said Premises No. 16/5, Khanpur Road, P.S. Jadavpur, then Patuli now Netaji Nagar, Ward no. 98, Borough No.-X, Assessee No.21-098-03-0423-1 District South 24 Parganas, Kolkata-700047, till the said flat and car parking space are separately assessed by the Rajpur Sonarpur Municipality. 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 Purchasers 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 purchasers in respect of the said flat and car parking space sold to them till the said flat and car parking space are separately assessed and the proportionate share of Municipality rates and taxes,

FOR SHELL TECH CONSTRUCTION

*Anil Chandra Saha*

PROPRIETOR



maintenance and services and outgoings payable in respect of the entire Premises No. 16/5, Khanpur Road, P.S. Jadavpur, then Patuli now Netaji Nagar , Ward no. 98, Borough No.-X, Assessee No.21-098-03-0423-1 District South 24 Parganas, Kolkata-700047 .

2. The Purchasers 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 Purchasers 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 them or any part thereof.

4. The amount which is payable by the Purchasers to the party of the first part / society, monthly in every month in respect of the said flat and car parking space sold to them 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 purchasers 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 Purchasers 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 KMC and purchasers 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 purchasers 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 purchasers 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 purchasers and the purchasers 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 Purchasers shall not make in the flat and car parking space hereby sold to them 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 Purchasers shall not use the common vacant space for stacking any materials thereon.

FOR SHELL TECH CONSTRUCTION

*Alice Chandra Prash*

PROPRIETOR



9. The Purchasers 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 Purchasers 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 DOTH 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, 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 Purchasers 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 Purchasers their 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. 16/5, Khanpur Road, P.S. Jadavpur, then Patuli now Netaji Nagar, Ward no. 98, Borough No.-X, Assessee No.21-098-03-0423-1 District South 24 Parganas, Kolkata-700047, 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 Purchasers 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 KMC 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 Purchasers to arrange and install separate electric meter in the names of the purchasers from where the Purchasers shall enjoy the electricity for their said flat and car parking space purchased by her.

5. That the Purchasers 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/her/their own choice and discretion, saddled, of course with the duties and obligation contained herein.

FOR SHELL TECH CONSTRUCTION

*Anil Chandra Das*

PROPRIETOR



6. That the Purchasers 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 Property)

All that bastu land measuring more or less 05 Cottahs, 00 Chittas, 00 Sq. ft. along with 400 Sqft tin shed, net cement flooring standing thereon lying and situated under Mouza Raipur, Pargana Khaspur, Touzi no. 56, Re. Su. No. 39, J.L. No. 33, Dag no. 292, C.S. Khatian no. 362, within the limits of Kolkata Municipal Corporation premises no. 16/5, Khanpur Road, P.S. Jadavpur, then Patuli now Netaji Nagar, Ward no. 98, Borough No.-X, Assessee No.21-098-03-0423-1 District South 24 Parganas, Kolkata-700047.

The land is butted and bounded in the following manner:

ON THE NORTH: KMC Children Park.

ON THE SOUTH: House of Pandit & Wide KMC Road.

ON THE EAST: Wide KMC Road

ON THE WEST: House of Pandit & KMC Children Park

**: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. 16/5, Khanpur Road, P.S. Jadavpur, then Patuli now Netaji Nagar, Ward no. 98, Borough No.-X, Assessee No.21-098-03-0423-1 District South 24 Parganas, Kolkata-700047 comprising ....(.....) bed rooms, 1(one) living dining room, 1 kitchen(pantry), 1 (one) toilet, 1 (one) W.C. 1(one) varandah measuring ....sq.ft. **Carpet Area** together with one **Car Parking Space** being No. "....."measuring 120 sq.ft. more or less on the Ground floor under the said Building at **Project "SREE KUNJA RESIDENCY"**.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.

FOR SHELL TECH CONSTRUCTION

*Arise Chandra Sen*

PROPRIETOR



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 Rajpur Sonarpur Municipality 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 Rajpur Sonarpur Municipality 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 KMC 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.

**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 purchasers shall share electric consumption charges, proportionately.

FOR SHELL TECH CONSTRUCTION

*Anurag Chandra Shrestha*

PROPRIETOR



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 purchasers, 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 Purchasers 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 OWNER/VENDOR**

2)

-----  
**SIGNATURE OF THE PRUCHASER/S**

FOR SHELL TECH CONSTRUCTION  
*Anil Chandra Ghosh*

PROPRIETOR

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

Drafted by :

Advocate

Typed by me :



**MEMO OF CONSIDERATION**

RECEIVED of and from the within named Purchaser/s the within mentioned sum of  
**Rs..... (Rupees ..... only)** by the undersigned as follows:-

<b>Sl.</b>	<b><u>Cheque</u></b>	<b><u>Date</u></b>	<b><u>Bank</u></b>	<b><u>Amount(Rs.)</u></b>
<b><u>No.</u></b>	<b><u>No.</u></b>			

-----  
**TOTAL Rs.....**

**(Rupees ..... only)**

**WITNESSES:-**

1)

FOR SHELL TECH CONSTRUCTION

*Anis Ahmad Shah*

2)

PROPRIETOR

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

Typed by me :