

DEED OF CONVEYANCE

THIS INDENTURE made this _____ day of _____ Two
Thousand and Twenty (2020)

BETWEEN

(1) **SRI SHUBASISH BHATTACHARJEE (PAN-AEFPB4006C)**, son of Sri Santosh Bikash Bhattacharjee, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at C/o Shasdadar Chakraborty, Raja Rammohan Path, Nabanagar, Birati, Post Office- Nimta, Kolkata- 700 051, District- North 24 Parganas and (2) **SRI TITASH DASGUPTA (PAN-AEXPD4383A)**, son of Late Tushareswar Dasgupta, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at C/o R. Dasgupta, 20M, Station Road, Dhakuria, P.O. Dhakuria, Police Station- Jadavpur, Kolkata- 700 031, District- South 24 Parganas, at present 113, Block C, Bangur Avenue, P.O. Bangur Avenue, Police Station- Lake Town, Kolkata- 700 055, District- North 24 Parganas, hereinafter called the **OWNERS/ VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs administrators, legal representative successors, successors-in-interest and assigns) of the **FIRST PART** represented by their Constituted Lawful Attorney **SRI SANJAY CHAKRABORTY**, son of Sri Sisir Chakraborty, (**PAN-AEUPC1677H**), by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 16, Lake East 4th Road, Modern Park, Post Office- Santoshpur, Police Station- Survey Park, Kolkata- 700 075, District- South 24 Parganas, sole Proprietor of **M/S. MASTER MIND MEGALIVING** a Proprietorship Firm (**PAN-AEUPC1677H**) having its registered Office at 32/2A, East Road, Santoshpur, Post Office- Santoshpur, Police Station- Survey Park, Kolkata- 700 075, District- South 24 Parganas, by virtue of registered Development Power of Attorney dated 11.04.2016, registered at D.S.R. V, Alipore recorded into Book No.1, Deed No.1111 for the year 2016, hereinafter called the **OWNERS/ VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs administrators, legal representative successors, successors-in-interest and assigns) of the **FIRST PART**

AND

MASTER MIND MEGALIVING


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(1) _____ (PAN- _____), son/
 wife/ daughter of _____ by Faith - _____, by
 Occupation _____ and (2) _____ (PAN-
 _____), son/wife/daughter of _____
 _____, 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, representatives and assigns) of the **SECOND PART**

AND

M/S. MASTER MIND MEGALIVING a Proprietorship Firm (PAN-AEUPC1677H) having its registered Office at 32/2A, East Road, Santoshpur, Post Office- Santoshpur, Police Station- Survey Park, Kolkata- 700 075, District- South 24 Parganas, represented by its sole Proprietor namely **SRI SANJAY CHAKRABORTY**, son of Sri Sisir Chakraborty, (PAN-AEUPC1677H), by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 16, Lake East 4th Road, Modern Park, Post Office- Santoshpur, Police Station- Survey Park, Kolkata- 700 075, District- South 24 Parganas, hereinafter called the **DEVELOPER/ CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS

(i) One Ashoke Kumar Roy Chowdhury, Malin Kumar Roy Chowdhury and Anil Kumar Roy Chowdhury were the recorded oners of land measuring about 210 decimals in R.S. Dag Nos. 1002, 958, 998, 1030 and 1032 under Khatian Nos. 484, 482, 485, 528, 527, 530 and 531 in Mouza- Rajapur, J.L. No. 23, Pargana- Khaspur, R.S. No.14, Touzi No. 109 the then under Police Station- Tollygunge, thereafter Kasba, District 24 Parganas (South). While in possession said Malin Kumar Roy Chowdhury died leaving behind Smt. Nilima Roy Chowdhury, Tripti Bose, Dipti Palit, Supti Majumder and Samapti Ghosh as his heirs who jointly inherited the share of the said deceased.

(ii) Said Anil Kumar Roy Chowdhury also expired leaving behind Smt. Roma Roy

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 Sanjay Chakraborty
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Chowdhury, Dipak Kumar Roy Chowdhury and Manasi Mitra as his heirs and successors who jointly inherited the share of the said deceased.

(iii) Accordingly and Ashoke Kumar Roy Chowdhury and heirs of said Malin Kumar Roy Chowdhury and Anil Kumar Roy Chowdhury became the joint owners of the said property and were in possession thereof by paying all the rent and taxes thereof.

(iv) By one Deed of Conveyance executed on 08/12/1995 and registered on 18/12/1995 said Ashoke Kumar Roy Chowdhury and all his said co-shares joint sold and transferred land measuring about 272/5th decimal more or less being the demarcated portion out of their said total land in R.S. Dag No. 1002, under Khatian No. 484, 528 and 531 in Mouza- Rajapur the then under Police Station- Kasba, to Sri Partha Some and Smt. Mahua Some for consideration mentioned therein. Said Deed was registered in the office of the District Registrar-III at Alipore and recorded in Book No.1 and being No. 1858 for the year 1995.

(v) Being the owners in the manner stated above said Partha Some and Mahua Some by one Deed of Conveyance dated 19.12.1995 registered on 21.05.1996 sold specifically demarcated land measuring about 4 (Four) Cottahs 3 (Three) Chittacks and 5 (Five) Square Feet more or less out of their said total land to Sri Shubhasish Bhattacharjee, the Owner No.1 herein for consideration. Said Deed was registered in the office of D.S.R.III, Alipore and recorded in Book No.1, Volume No.16, Pages 420 to 435, Being No. 781 for the year 1996.

(vi) After purchase the said Sri Shubhasish Bhattacharjee has been seized, possessed and enjoyed the said land without any interruption or hindrances from others, mutated his name in The Kolkata Municipal Corporation, Assessment Registrar, paying necessary taxes as owner and also after such mutation the said property was known and number as the Premises No. 1461, Survey Park, Kolkata- 700 075, Assessee No. 31-109-13-6196-0.

(vii) Further, the said Partha Some and Smt. Mahua Some sold, conveyed and transferred all that piece and parcel of a plot of land measuring about 4 (Four) Cottahs 3 (Three) Chittacks and 5 (Five) Square Feet more or less out of 27 2/5th decimals lying and situated at Mouza- Rajapur, J.L. No.23, R.S. No.14, under Touzi No.109, comprising in R.S. Khatian No.11, under Khanda Khatian Nos. 484, 528, 531, appertaining to R.S. Dag No. 1002, within the Ward No.109 of The Kolkata Municipal Corporation, within Police Station- Purba Jadavpur now Survey Park, Additional District Sub-Registry office at Sealdah, in the

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District of South 24 Parganas to Sri Titash Dasgupta, the Owner No.2 herein by a Deed of Sale, executed on 19/12/1995 and registered at D.S.R.III Alipore and recorded in Book No.1, Volume No.16, Pages 404 to 419, veing No. 780 for the year 1996.

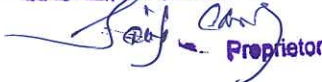
(viii)After purchase the said Sri Titash Dasgupta has been seized, possessed and enjoyed the said land without any interruption or hindrances from others, mutated his name in The Kolkata Municipal Corporation, Assessment Register, paying necessary taxes as owner and also after such mutation the said property was known and numbered as the Premises No. 1462, Survey Park, Kolkata- 700 075, Assessee No. 31-109-13-6197-1.

(ix)With a view to derive benefit there from Owner No.1 and 2 herein have decided to mutually exchange their land and structure by an between themselves to amalgamate the said two plots in one plot and accordingly the Owner No.1 and 2 executed and registered a deed of Exchange, which was executed on 05.04.2016 and duly registered in the office of the D.S.R.-V, Alipore and recorded in Book No.1, Deed No. 1081 for the year 2016 and after such exchange said two plots have been amalgamated in the Office of The Kolkata Municipal Corporation and thus the said land comprising of 8 (Eight) Cottahs 6 (Six) Chittacks and 10 (Ten) Square Feet togetherwith structure standing thereon have been and thereafter entire property known and numbered as Premises No. 1462, Survey Park, Ward No. 109, Police Station- Purba Jadavpur now Survey Park, Kolkata- 700 075, Assessee No.31-109-13-6197-1, District- South 24 Parganas. .

AND WHEREAS the **OWNERS** are very much desirous to construct a ground plus Four storied building with lift facility on their said land and to do and to make construction of a new building on their said land, they have no such fund as well as experience in the matter and so the **OWNERS** approached the Party of **THIRD PART** i.e. the **DEVELOPER** herein to make construction of a new ground plus three storied building with lift facility as per sanction residential building plan.

AND WHEREAS while enjoying the aforesaid property peacefully the **OWNERS** herein tried to develop the said property known as K.M.C. Premises No.1426, Survey park, Post Office – Santoshpur, Kolkata – 700 075, by erecting a new building thereon as per the Sanction Building Plan to be sanctioned from The Kolkata Municipal Corporation and for the same the **FIRST PARTY** and the **DEVELOPER** herein entered into a registered Development Agreement dated 11.04.2016, registered at District Sub-Registrar - V, Alipore,

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South 24 Parganas vide Book No.1, Volume No.1630-2016, Pages 33751 to 33783, Deed No. 163001109, for the year 2016 and the said **OWNERS** have also given a registered Development Power of Attorney dated 11.04.2016, registered at D.S.R. V, Alipore recorded into Book No.1, Deed No.1111 for the year 2016, to said **M/S. MASTER MIND MEGALIVING**, the **DEVELOPER** herein.

AND WHEREAS thereafter the **DEVELOPER** has taken sanction of a ground plus Four storied building plan with lift facility vide Building Permit No.2019120170 dated 10.12.2019 from The Kolkata Municipal Corporation Borough Office –XI at its cost.

AND WHEREAS the Flat and Car Parking Space as mentioned in the SCHEDULE B are of Developer's allocated portion and the **DEVELOPER** received the entire sale proceeds i.e. consideration amount from the intending Purchaser herein.

AND WHEREAS during construction of the building the **DEVELOPER** declared to sell the flats etc. with habitable use of the **DEVELOPER'S ALLOCATION** and the **PURCHASER** herein knowing the same and also after satisfaction of the title of the property agreed to purchase one residential flat situated on the floor side of the Ground Plus Four storied building being Flat No..... measuring Carpet area of(.....) Sq.ft. more or less right to use all common service area and other facilities and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of Sq.ft. on satisfaction of the **PURCHASER** regarding the specification of the flat and its area and also right to use all common service area and other facilities and also right to use the common portions, space and right of common use of the Common passage, stair-case, landings etc. as well as roof for the service purpose and the other necessary easement rights as described in the SCHEDULE "C" hereunder written and undivided proportionate share of land as described in the SCHEDULE "A" below and it is pertinent to mention that said concerned flat are of **Developer's Allocation** and the building.

AND WHEREAS both the **VENDORS** and the **DEVELOPER** agreed to sell and convey the said Flat No..... and the **PURCHASER** agrees to purchase the said Flat No..... situated on the floor side of the Ground Plus Four Storied building togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of Sq.ft. as described in the SCHEDULE "B" below

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togetherwith undivided proportionate share of land as described in the SCHEDULE “A” below and also right to use all common rights and facilities as described in the SCHEDULE “C” for a total consideration price of Rs...../- (Rupees only free from all encumbrances, liabilities, whatsoever, which is under **DEVELOPER/CONFIRMING PARTY’S** allocation.

AND WHEREAS the **DEVELOPER** entered into an Agreement for Sale dated, with the **PURCHASER** and the **DEVELOPER** has agreed to sell the **PURCHASER** the said **Flat No.....** situated on the floor side of the Ground Plus Four Storied building measuring Carpet area of(.....) **Sq.ft. more or less** of the said building togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of Sq.ft. and the **CONFIRMING PARTY/DEVELOPER** herein has agreed to sell the **PURCHASER ALL THAT Flat No.....** situated on the floor side of the Ground Plus Four Storied building measuring Carpet area of(.....) **Sq.ft. more or less** consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of Sq.ft. as described in the **SCHEDULE “B”** hereunder written right to use all common rights and common services as described in the **SCHEDULE “C”** below and undivided proportionate share of land morefully as described in the **SCHEDULE “A”** and the said flat alongwith the balcony of the building has been built up in accordance with the said sanctioned residential building plan and discuss to acquire and possess the said flat togetherwith Car Parking Space of Rs...../- (Rupees only for a total consideration towards the proportionate cost of land and cost of construction of the said flat togetherwith Car Parking Space and the entire cost of the said flat togetherwith Car Parking Space have been taken only by the **DEVELOPER** as the said flat and Car Parking Space is of Developer’s Allocation.

AND WHEREAS the **DEVELOPER** is constructing the building. Thereafter the West Bengal Government introduced the **new Promoter and Builder Law** with effect from 01.06.2018 as per The West Bengal Housing Industry Registration Act, 2017 and also The West Bengal Housing Industry Regulation Rules, 2018. The **DEVELOPER** has now taken the registration of this project under this Act and Building Rules vide No..... and the

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DEVELOPER has also taken registration of GST. As per said Act the registration of the flat shall be done on Carpet area which have been described in this deed accordingly.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale dated, in consideration of the sum of Rs...../- (Rupees only of which the entire consideration of Rs...../- (Rupees only paid by the PURCHASER to the CONFIRMING PARTY/DEVELOPER on or before execution of this Deed only on different dates as described in the Memo of Consideration of which receipts have been issued totalling Rs...../- (Rupees only and the receipt whereof the DEVELOPER hereby acknowledges and admits and/or for the same and every part thereof both truly acquit release and forever discharge the PURCHASER of all their liabilities thereof and it is noted that the entire consideration money of Rs...../- (Rupees only against the said flat and Car Parking have been received by the DEVELOPER/ CONFIRMING PARTY and both the VENDORS and the CONFIRMING PARTY/DEVELOPER as beneficial owners and party respectively do hereby grant, convey, transfer, assigns, assure unto the said PURCHASER free from all encumbrances ALL THAT the undivided proportionate share of interest in the said land morefully and more particularly described in the SCHEDULE "A" hereunder written together with a complete Flat No....., situated on the floor side of the Ground Plus Four Storied building measuring Carpet area of(.....) Sq.ft. more or less and right to use all common service area and other facilities consisting of ... Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of Sq.ft. as described in the SCHEDULE "B" below and undivided proportionate share of land as mentioned in the SCHEDULE "A" hereunder written constructed at the cost and expenses of the PURCHASER TO HAVE AND TO HOLD the said Flat togetherwith right to use the undivided share of land, staircases, common-land, roof of the building, water supply lines and other common paths and drains and sewerages, equipments and installation and fixture and passages and stair appertaining to the said building situated at K.M.C. Premises No.1426, Survey Park, Ward No.109, Kolkata – 700 075, as mentioned in the SCHEDULE "B" AND "C" hereunder written herein comprised and hereby granted conveyed, transferred, assigned and assured and every part

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[Signature]
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or parts thereof respectively together with there and every or their respective rights and appurtenance whatsoever unto the said PURCHASER absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER** with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said complete Flat No....., situated on the floor side of the building togetherwith one Car parking Space No..... on Ground Floor of the building measuring an area of Sq.ft. and right to use all common rights and proportionate land share as morefully described in the SCHEDULE "B" AND "C" hereunder written.

AND IT IS HEREBY AGREED AMONG THE OWNERS/VENDORS, CONFIRMING PARTY AND THE PURCHASER :-

1. The PURCHASER shall be entitled to all rights, privilege vertical and lateral supports easements quasi easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said Flat No....., situated on the floor side of the building and Car Parking Space for usually hold used occupied or enjoyed or reputed so to be or known as part and parcel thereof or appertaining thereto.
2. The PURCHASER shall be entitled to the right of access in common with the OWNERS/VENDORS and/or other occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the said building.
3. The PURCHASER and her agents and nominees shall also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Flat No....., situated on the floor side of the building and Car Parking Space pathways comprised with the said building and Premises or passages and that nothing therein contained the VENDORS/ DEVELOPER shall permit the PURCHASER or any person deriving title under the purchase but the PURCHASER or her servants nominees, employees invitees shall not obstruct the common portion of the building

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in any way by parking vehicles, deposit of materials, rubbish or otherwise to any other flat owners of the building or holding including the **VENDORS**.

4. The **PURCHASER** shall have the right of protection of the said flat to be kept safe and perfect of all portions of the said **Flat on floor side** of the building including the entire holding.
5. The **PURCHASER** shall also be entitled to the right of passage in common as aforesaid of taking, gas, electricity water to the said flat through pipes drains, wires and common spaces lying or being under or through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said flat for the purpose whatsoever.
6. The **PURCHASER** shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such as pipes, drains and common spaces aforesaid and for the purpose of building repair or cleaning part or part of the said Flat on floor side of the building togetherwith Car Parking Space.

THE OWNERS/VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-

1. That the **VENDORS** have the absolute authority of the land and so the **VENDORS** have good rightful power and absolute authorities to grant, convey, transfer, assign and assure the undivided proportionate share of land pertaining to the said **Flat No.....** , situated on the floor side of the building together with right to use common stair-case and other common portions/parts and open spaces, paths and passages in the said building.
2. It shall be lawful for the **PURCHASER** from time to time and at all times hereafter to enter into and upon hold and enjoy the said **Flat No.....**, situated on the floor side of the Ground Plus four Storied building measuring Carpet area of(.....) **Sq.ft. more or less** consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet and 1 W.C. and One Balcony togetherwith Car Parking Space and right of use all common open

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places and other services of the building with stair cases and other common parts and passages in the said building and every part thereof morefully described in the **SCHEDULE "B" AND "C"** hereunder written and to receive the rents, issues and profits thereof and have full power, right and authority to sell, transfer, mortgage, lease dispose of the said flat and balcony without any interruption disturbances claims or demands whatsoever from or by the **VENDORS** or **CONFIRMING PARTY** herein of any person or persons claiming through under or in the trust for them.

3. The said Flat on floor side being Flat No....., of the building togetherwith Car Parking Space and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever.
4. The **VENDORS** and the **CONFIRMING PARTY** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASER** make do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said proportionate undivided share of land pertaining to the said Flat on floor side being Flat No....., of the building togetherwith Car Parking Space togetherwith common stair case and other common open parts and services, paths and passages respectively and every part thereof unto the **PURCHASERS** in manner aforesaid as shall or may be reasonably required **AND** that the **VENDORS** and/or **CONFIRMING PARTY** shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the **PURCHASER** produce or cause to be produced to the **PURCHASER** or to her attorney or agent at any trial, commission, examination or otherwise occasion shall require any of the Deed or Deeds, Documents and writings which are in their possession or power relating to the said undivided proportionate share of land and the **CONFIRMING PARTY** shall deliver to the **PURCHASER** all the attested or other copies of extract and/or from the said deeds, documents and writings.

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**THE PURCHASER DO HEREBY COVENANT WITH THE OWNER/
VENDOR AND THE DEVELOPER/CONFIRMING PARTY AS FOLLOWS:-**

1. So long as the said Flat No....., situated on the floor side of the building togetherwith one Car parking Space No..... on Ground Floor of the building along with all common rights and common expenses as described in the SCHEDULE "B", "C" AND "D" hereunder written shall not be separately assessed the said PURCHASER shall pay from the date of execution of the Deed of Conveyance and/or occupations taken by the PURCHASER whichever date is earlier, the proportionate share of Municipal taxes as per apportionment to the extent of the said flat to be made by the VENDOR and the CONFIRMING PARTY jointly and they also pay the building taxes to the State Government if any proportionately as apportioned by the said VENDOR only to the extent of the PURCHASER'S flat as mentioned in the SCHEDULE-'B' below.
2. The PURCHASER shall pay all taxes, rates impositions and other outgoings in respect of the said flat proportionately as may be imposed by the K.M.C. and/or the Central or State Government and shall also pay all such fees or charges or any other taxes or payment of similar nature.
3. The PURCHASER shall contribute and pay from time to time and at all times hereafter the proportionate share towards cost expenses, outgoings and maintenance in respect of the enjoyment of the common amenities and common expenses as specified by the Association of the flat owners of the Premises and the same shall be conclusive final and binding on the PURCHASER and other flat owners of the building.
4. The PURCHASER shall maintain the said Flat No....., situated on the floor side of the building togetherwith one Car parking Space No..... on Ground Floor of the building at her own cost in the same good condition (reasonables wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the Government both central and State, the K.M.C. and/or any other Authorities and Local Bodies and also particulars to observe and maintain such rules, Bye-laws framed by Association of Flat Owners for the protection of the building.

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Sajid (M)
Proprietor

5. The said **PURCHASER** doth hereby covenant to keep her said flat inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions and in good repair.
6. The said **PURCHASER** shall not make any such construction of structural alteration of any portion of the building causing any damages to other flats or causing obstruction to other owners of the flats of the building.
7. The said **PURCHASER** shall at her own costs and expenses fix up separate meter connection or meters in the said flat and balcony for electricity power connection to be consumed in the said flat by the **PURCHASER** and the **PURCHASER** shall pay all rates and taxes which may be imposed by the proper authority. The **PURCHASER** shall be entitled to make such interior construction and decoration for her necessities like racks, storage space, gas cylinder spaces, cooking racks etc., without causing any damages to the building.
8. The **PURCHASER** shall have full right and authority to sell, transfer, convey, mortgage, Gift, charges, lease or in any kind of encumber or deal, or dispose of her flat and Car Parking Space and/or her possession or to assign let out or part with this interest possession or benefit of her said **Flat No.....** on **..... floor** side of the building togetherwith one Car parking Space No..... on Ground Floor of the building or any part thereof provided the transferee shall agree in writing to observe and perform the covenants herein contained and rules and Bye-laws relating to the said building to be framed by the Association.
9. The **PURCHASER** shall have to carry out the necessary repair which may be pointed out by the Association to be formed as per W.B. Apartment Ownership Act, 1972 to extent of the said flat and balcony which will be applicable to the all the flat owners.
10. The **PURCHASER** shall not use nor caused to be used the said **Flat No.....** on **..... floor** side of the building togetherwith one Car parking Space No..... on Ground Floor of the building and or any part thereof in such manner which may likely to cause nuisance or annoyance to the occupants of other flats of the said building or to the owners or occupiers of adjoining or neighbouring properties

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Says (Signature)
Proprietor

nor shall use the same for any illegal or immoral purposes or as a restaurant, workshop and godown.

11. Save and except the said flat sold herein, the said **PURCHASER** shall have no claim or right of any nature or kind over or in respect of roof and they shall have right to use open spaces and lobbies, stair-case as well as for the purpose of services or the roof of the building in common with other Flat owners morefully specified in the **SCHEDULE "C"** hereunder written.
12. The said **PURCHASER** shall not bring keep or store in or any part of the said flat inflammable combustibile substance or articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.
13. The **PURCHASER** shall never raise any objection if the **DEVELOPER** converts the Car Parking Space of the ground floor in respect of her Allocated portion into shop or office space by converting the same by brick masonry and it is noted that any Car Parking Space of the building shall never be treated as common Space.
14. The **PURCHASER** shall have to pay the monthly maintenance and also the cost of the maintenance/repair of the lift time to time to be fixed up by the flat Owners or by the Association of the Flat Owners of the building to be formed later on and the **PURCHASER** shall have to abide by the decision of the Association.
15. The **PURCHASER** shall use the said flat as residential purpose only and keep the peace of the building without creating any nuisance or sound pollution.
16. That the **DEVELOPER** herein has handed over physical possession of the flat and balcony as mentioned in the **SCHEDULE-'B'** below to the **PURCHASER** herein who has taken the possession thereof with full satisfaction.
17. That the save as the said flat and properties proportionate land herein morefully contained the **PURCHASER** shall have no right title or interest in any other flat and open land of the said building excepting the using right of the roof along with their Co-Purchasers. The **PURCHASER** hereby declares and confirms that they have already received the physical possession of the said flat from the **DEVELOPER** with

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Proprietor

full satisfaction as regards the area title of the entire property and construction of the said building.

AND FURTHER more that the **VENDORS** and the **CONFIRMING PARTY** and all their heirs executors and administrators representatives shall at all times hereinafter indemnify and keep indemnified the **PURCHASER** and her heirs and executors, administrators and assigns against loss, damages, costs, charges expenses, if it is suffered by reasons of any defect in the title of the **VENDORS** and the **CONFIRMING PARTY** or any breach of the covenants hereafter contained. Simultaneously, the execution and registration of the conveyance of the said flat the **VENDORS** and the **CONFIRMING PARTY** shall hand over the **PURCHASER** the necessary Xerox copies of documents such as Rajpur Sonarpur Municipality's, Tax Receipt, copy of the sanctioned building plan, copies of all other deeds etc. for perfection of the **PURCHASER'S** title.

THE SCHEDULE ABOVE REFERRED TO
SCHEDULE - 'A'

ALL THAT piece and parcel of Bastu land measuring about 8 (Eight) Cottahs 6 (Six) Chittacks 10 (Ten) Sqare Feet whereon a Ground Plus Four storied building shall be erected as per Permit No.2019120170 dated 10.12.2019 sanctioned by The Kolkata Municipal Corporation Premises No. 1462, Survey Park, Ward No. 109, Police Station- Purba Jadavpur now Survey Park, Kolkata- 700 075, Assessee No.31-109-13-6197-1, under R.S. Khatian No.11, R.S. Dag No. 1002 entered under Khanda Khatian Nos. 484, 528 and 531 of Mouza-Rajapur, J.L. No.23, Touzi No.109, Recorded as Revenue Survey No.14, District South 24 Parganas with all easement attached thereto which is butted and bounded by :

<u>ON THE NORTH</u>	:	R.S. Dag No.1002 (Part);
<u>ON THE SOUTH</u>	:	33' feet wide K.M.C. Road;
<u>ON THE EAST</u>	:	R.S. Dag No.1002 (Part);
<u>ON THE WEST</u>	:	15'feet wide Common Passage.

SCHEDULE 'B' ABOVE REFERRED TO
(DESCRIPTION OF THE SOLD FLAT)

ALL THAT Flat No..... situated on the floor side of the Ground Plus Four storied building measuring Carpet area of(.....) Sq.ft. **more or less** and right to use the proportionate share of stair case, lift lobby, Ground floor services consisting of consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1

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Toilet and 1 W.C. **totalling super built up area of said flat more or less** togetherwith one Car parking Space No..... on Ground Floor of the building and also right to use the proportionate undivided share of land and right to use all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **SCHEDULE 'C'** hereunder written and the said flat are duly erected as per aforesaid sanctioned Building Permit No.2019120170 dated 10.12.2019 sanctioned by The Kolkata Municipal and the said flat togetherwith one Car parking Space No..... on Ground Floor of the building is situated within the **K.M.C. Premises No.1426, Survey Park**, within the Ward No.109, P.S. Survey Park, Kolkata – 700 075, as fully described in the **SCHEDULE "A"** above and the sold Flat and balcony are shown in the annexed Plan by Red border line.

SCHEDULE - 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND SERVICE)

1. All stair-cases on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Roof of the building is for the purpose of common services and parapet wall on the roof.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Electricity service and electricity main line wirings and common electric meter space and lighting and main electric meter.
8. Drainages and sewerages and drive way of the building.
9. Boundary walls and main gate of the Premises.
10. Such other common parts, alike, equipments, installations, fixtures, and fittings and open spaces in or about the said building.
11. Vacant space of the ground floor.
12. Lift, lift room and lift well of the building.
12. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.

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13. Watch Man's room and W.C. in the Ground Floor of the building.

THE SCHEDULE "D" ABOVE REFERRED TO
(MAINTENANCE /COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Premises Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road In good repair and clean and tidy and edged where necessary and clearing The private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owner may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed

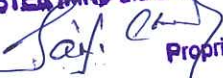
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upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.

12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
16. The Purchase maintenance and renewal of fire fighting appliances and the common equipment as the Owner may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Holding Organisation it is reasonable to provide.

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IN WITNESS WHEREOF the parties have put their signature hereto the day, month and year first above written.

SIGNED, SEALS AND DELIVERED by the within the names PARTIES at Calcutta in the presence of :

1.

As Constituted lawful attorney of the Vendor herein

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY

PREPARED & DRAFTED BY :

(DEBES KUMAR MISRA)
ADVOCATE
HIGH COURT, CALCUTTA
Resi-cum-Chamber :69/1, Baghajatin
Place, Kolkata-86
PH-9830236148(D.K.M.),
Email:debeskumarmisra@gmail.com
9051446430(Somesh),
Email:mishrasomesh08@gmail.com
9836115120(Tapesh),
Email:tapesh.mishra85@gmail.com

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Proprietor

MEMO OF CONSIDERATION

RECEIVED of and from the within mentioned **PURCHASER** the full consideration sum of **Rs...../- (Rupees only** towards the cost of proportionate undivided share of land and also the cost of construction of the said within mentioned **Flat No..... on floor side** togetherwith one Car parking Space No..... on Ground Floor of the building of the building under **K.M.C. Premises No.1426, Survey Park, Kolkata – 700 075**, in the manner following :-

Sl. No	Cheque No./Draft No.	Date	Name of the Bank & Branch	Amount (Rs.)

Total : Rs. _____

(Rupees) only

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY

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Sdy
Proprietor