

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day
of _____, Two Thousand and Nineteen **(2019)**

BETWEEN

RUDRAPRIYA ABASAN LLP (I.T. PAN NO. AAVFR 3498J), a Limited Liability Partnership firm having its registered office at 5A, Earle Street, P.S. Bullygunge, P.O. Kalighat, Kolkata 700 026, represented by one of its partners **Shri Vikram Sikaria (I.T. PAN NO. ALLPS 1646L)**, son of Mahavir Prasad Sikaria, by faith Hindu, by occupation businessman, by nationality Indian, residing at 5, J.B.S. Haldene Avenue, Block 1, "SYMPHONY", Flat No. 16C, Police Station – Tiljala, P.O. Dhapa, Kolkata 700 105, hereinafter referred to as the "**OWNER/VENDOR**" (which term or expression shall, unless excluded by or repugnant to the subject or context, include its partner(s) and their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

MESSRS. _____ PVT. LTD (I.T. PAN NO. _____), a Company within the meaning of the Companies Act, 1956, having its registered office at Premises No. _____, P.S. _____, P.O. _____, Kolkata 700 _____, represented by one its Directors Shri _____ (I.T. PAN NO. _____), son of _____, by faith Hindu, by occupation _____, by nationality Indian, residing at _____, P.S. _____, P.O. _____, Kolkata 700 _____, hereinafter referred to as the "**PURCHASER(S)/ALLOTTEE(S)**" (which term or expression shall, unless excluded by or repugnant to the subject or context, include its successor and successor(s)-in-interest) of the **OTHER PART.**

OR

_____ (I.T. PAN NO. _____),
son/wife/daughter of _____, by faith _____, by Occupation _____, by nationality _____, residing at _____, P.S. _____, P.O. _____, Kolkata 700 _____, hereinafter called and

referred to as the “**PURCHASER(S)/ALLOTTEE(S)**” (which term or expression shall, unless excluded by or repugnant to the subject or context, include his/her/their heirs, executors, administrators and legal representatives) of the **OTHER PART.**

A. WHEREAS by a Deed of Conveyance dated 20.06.2017 duly registered in the office of the Additional District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 1605-2017, Pages 96338 to 96370 and Being No. 160503639 for the year 2017 and made between one Ramola Sen Niyogi, therein called and referred to as the Vendor of the One Part and the Vendor/Owner herein, therein called and referred to as the Purchaser of the other Part, the said Vendor for the consideration therein mentioned sold transferred and conveyed **ALL THAT** undivided 12.5% share and/or interest in **ALL THAT** piece or parcel of land measuring an area of about 03 Cottahs 12 Chittaks 30 Sq. Ft. a little more or less (12.5% being 07 Chittaks 26.25 Sq. Ft. a Little more or less or 341.25 Sq. Ft.) together with G+II storied structure standing thereon lying and situate at and being a portion of old Municipal Premises No. 8 and 8/1, Mullick Lane and being a Part of Holding No. 325 (formerly No. 301) and Holding No. 325 (formerly No. 354), being Plot No. 98 of surplus land of Improvement Scheme No. 5, in Division VI, Sub Division M, Dihi Panchannagram, in the District of 24 Parganas, Thana Bhowanipore, and renumbered as Premises No. 22 and 24, Priya Nath Mullick Road, P.S. Bhowanipore, District 24 Parganas, and the said two Premises being adjacent to each other have been amalgamated into one premises and the said two premises are now known and numbered as 24, Priya Nath Mullick Road, P.S. Bhowanipore, within the local limits of the Kolkata Municipal Corporation, Ward No. 72, Kolkata 700 025, District 24 Parganas (South), more fully and particularly described in

the Schedule there under written, unto and in favour of the Owner/Vendor herein.

B. AND WHEREAS by a Deed of Conveyance dated 03.08.2017 duly registered in the office of the Additional District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 1605-2017, Pages 132356 to 132410 and Being No. 160504908 for the year 2017 and made between one Anju Sengupta and 10 others, therein collectively called and referred to as the Vendors of the One Part and the Vendor/Owner herein, therein called and referred to as the Purchaser of the other Part, the said Vendor for the consideration therein mentioned sold transferred and conveyed **ALL THAT** undivided 87.5% share and/or interest in **ALL THAT** piece or parcel of land measuring an area of about 03 Cottahs 12 Chittaks 30 Sq. Ft. a little more or less (87.5% being 03 Cottahs 05 Chittaks 03.75 Sq. Ft. a Little more or less or 2388.75 Sq. Ft.) together with G+II storied structure standing thereon lying and situate at and being a portion of old Municipal Premises No. 8 and 8/1, Mullick Lane and being a Part of Holding No. 325 (formerly No. 301) and Holding No. 325 (formerly No. 354), being Plot No. 98 of surplus land of Improvement Scheme No. 5, in Division VI, Sub Division M, Dihi Panchannagram, in the District of 24 Parganas, Thana Bhowanipore, and renumbered as Premises No. 22 and 24, Priya Nath Mullick Road, P.S. Bhowanipore, District 24 Parganas, and the said two Premises being adjacent to each other have been amalgamated into one premises and the said two premises are now known and numbered as 24, Priya Nath Mullick Road, P.S. Bhowanipore, within the local limits of the Kolkata Municipal Corporation, Ward No. 72, Kolkata 700 025, District 24 Parganas (South), more fully and particularly described in the Schedule there under written, unto and in favour of the Owner/Vendor herein.

- C. AND WHEREAS** thus the Owner herein became the sole and absolute owner in respect of **ALL THAT** piece or parcel of land measuring an area of about 03 Cottahs 12 Chittaks 30 Sq. Ft. a little more or less together with G+II storied structure standing thereon lying and situate at and being Premises No. 24, Priya Nath Mullick Road, P.S. Bhowanipore, within the local limits of the Kolkata Municipal Corporation, Ward No. 72, Kolkata 700 025, District 24 Parganas (South), hereinafter for the sake of brevity referred to as **“THE FIRST PROPERTY”**.
- D. AND WHEREAS** by a Deed of Conveyance dated 15th May, 2017 duly registered in the office of the Additional District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 1605-2017, Pages 72480 to 72512 and Being No. 160502769 for the year 2017 and made between one Arun Kumar Mukherjee, Ashis Mukherjee and Sucharita Banerjee, therein collectively called and referred to as the Vendors of the One Part and the Owner/Vendor herein, therein called and referred to as the Purchaser of the Other Part, the said Vendors for the consideration therein mentioned sold transferred and conveyed **ALL THAT** undivided and un-demarcated 50% share and/or their entire right title and interest in **ALL THAT** piece or parcel of land by ad-measurement containing an area of about 02 Cottahs 04 Chittaks 08 Sq. Ft. a little more or less (50% being 01 Cottahs 02 Chittaks 04 Sq. Ft. a little more or less) together with G+I storied old dilapidated structure standing thereon and lying and situate at and being Holding No. 293/301, in Mouza Chakraberia, Division VI, Sub-Division M, District 24 Parganas and now within the local limits of the Kolkata Municipal Corporation and known and renumbered as Premises No. 2A, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025, Ward No. 72, District 24 Parganas (South), together with undivided proportionate right title and interest in common passage measuring approximately 1361 Sq. Ft. which was kept provisional by the parties therein for their better enjoyment of the

respective properties/allotted portion and commonly used by the owners of Premises No. 2A, 2B and 2C, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025 as mentioned in the Partition Deed dated 25th April, 1951, more fully and particularly described in the Schedule there under written, unto and in favour of the Owner/Vendor herein.

E. AND WHEREAS by a Deed of Conveyance dated 21st day of August, 2017 duly registered in the office of the Additional District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 1605-2017, Pages 144126 to 144160 and Being No. 160505350 for the year 2017 and made between one Juthika Mukherjee, Pranab Kumar Mukherjee and Prabir Mukherjee, therein collectively called and referred to as the Vendors of the One Part and the Owner/Vendor herein, therein called and referred to as the Purchaser of the Other Part, the said Vendors for the consideration therein mentioned sold transferred and conveyed **ALL THAT** undivided and un-demarcated share 50% and/or their entire right title and interest in **ALL THAT** piece or parcel of land by ad-measurement containing an area of about 02 Cottahs 04 Chittaks 08 Sq. Ft. a little more or less (50% being 01 Cottahs 02 Chittaks 04 Sq. Ft. a little more or less) together with G+I storied old dilapidated structure standing thereon and lying and situate at and being Holding No. 293/301, in Mouza Chakraberia, Division VI, Sub-Division M, District 24 Parganas and now within the local limits of the Kolkata Municipal Corporation and known and renumbered as Premises No. 2A, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025, Ward No. 72, District 24 Parganas (South), together with undivided proportionate right title and interest in common passage measuring approximately 1361 Sq. Ft. which was kept provisional by the parties therein for their better enjoyment of the respective properties/allotted portion and commonly used by the owners of Premises No. 2A, 2B and 2C, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025 as mentioned in the Partition Deed

dated 25th April, 1951, more fully and particularly described in the Schedule there under written, unto and in favour of the Owner/Vendor herein.

F. AND WHEREAS thus the Owner herein became the sole and absolute owner in respect of **ALL THAT** piece or parcel of land by ad-measurement containing an area of about 02 Cottahs 04 Chittaks 08 Sq. Ft. a little more or less together with G+I storied old dilapidated structure standing thereon and lying and situate at and being Holding No. 293/301, in Mouza Chakraberia, Division VI, Sub-Division M, District 24 Parganas and now within the local limits of the Kolkata Municipal Corporation and known and renumbered as Premises No. 2A, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025, Ward No. 72, District 24 Parganas (South), together with undivided proportionate right title and interest in common passage measuring approximately 1361 Sq. Ft. which was kept provisional by the parties therein for their better enjoyment of the respective properties/allotted portion and commonly used by the owners of Premises No. 2A, 2B and 2C, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025 as mentioned in the Partition Deed dated 25th April, 1951, hereinafter for the sake of brevity referred to as **“THE SECOND PROPERTY”**.

G. AND WHEREAS by a Deed of Conveyance dated 28th day of August, 2017 duly registered in the office of the Additional District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 1605-2017, Pages 149699 to 149726 and Being No. 160505527 for the year 2017 and made between one Pradip Kumar Mukherjee, therein called and referred to as the Vendor of the One Part and the Owner/Vendor herein, therein called and referred to as the Purchaser of the Other Part, the said Vendor for the consideration therein mentioned sold transferred and conveyed **ALL THAT** piece or parcel of land by ad-measurement

containing an area of about 01 Cottah 06 Chittaks 18 Sq. Ft. a little more or less together with G+I storied old dilapidated structure standing thereon and lying and situate at and being Holding No. 293/301, in Mouza Chakraberia, Division VI, Sub-Division M, District 24 Parganas and now within the local limits of the Kolkata Municipal Corporation and known and renumbered as Premises No. 2B, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025, Ward No. 72, District 24 Parganas (South), together with undivided proportionate right title and interest in common passage measuring approximately 1361 Sq. Ft. which was kept provisional by the parties therein for their better enjoyment of the respective properties/allotted portion and commonly used by the owners of Premises No. 2A, 2B and 2C, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025 as mentioned in the said Partition Deed dated 25th April, 1951, more fully and particularly described in the Schedule there under written, unto and in favour of the Owner/Vendor herein.

H. AND WHEREAS thus the Owner herein became the sole and absolute owner in respect of **ALL THAT** piece or parcel of land by ad-measurement containing an area of about 01 Cottah 06 Chittaks 18 Sq. Ft. a little more or less together with G+I storied old dilapidated structure standing thereon and lying and situate at and being Holding No. 293/301, in Mouza Chakraberia, Division VI, Sub-Division M, District 24 Parganas and now within the local limits of the Kolkata Municipal Corporation and known and renumbered as Premises No. 2B, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025, Ward No. 72, District 24 Parganas (South), together with undivided proportionate right title and interest in common passage measuring approximately 1361 Sq. Ft. which was kept provisional by the parties therein for their better enjoyment of the respective properties/allotted portion and commonly used by the owners of Premises No. 2A, 2B and 2C, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025 as mentioned in the said Partition Deed

dated 25th April, 1951, hereinafter for the sake of brevity referred to as **“THE THIRD PROPERTY”**.

- I. **AND WHEREAS** by a Deed of Conveyance dated 28th day of August, 2017 duly registered in the office of the Additional District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 1605-2017, Pages 149640 to 149670 and Being No. 160505526 for the year 2017 and made between one Tarun Kumar Mukherjee, Amal Kumar Mukherjee and Pradip Kumar Mukherjee, therein collectively called and referred to as the Vendors of the One Part and the Owner/Vendor herein, therein called and referred to as the Purchaser of the Other Part, the said Vendors for the consideration therein mentioned sold transferred and conveyed **ALL THAT** piece or parcel of land by ad-measurement containing an area of about 01 Cottah 02 Chittaks 22 Sq. Ft. a little more or less together with G+I storied old dilapidated structure standing thereon and lying and situate at and being Holding No. 293/301, in Mouza Chakraberia, Division VI, Sub-Division M, District 24 Parganas and now within the local limits of the Kolkata Municipal Corporation and known and renumbered as Premises No. 2C, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025, Ward No. 72, District 24 Parganas (South), together with undivided proportionate right title and interest in common passage measuring approximately 1361 Sq. Ft. which was kept provisional by the parties therein for their better enjoyment of the respective properties/allotted portion and commonly used by the owners of Premises No. 2A, 2B and 2C, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025 as mentioned in the said Partition Deed dated 25th April, 1951, more fully and particularly described in the Schedule there under written, unto and in favour of the Owner/Vendor herein.

J. AND WHEREAS thus the Owner herein became the sole and absolute owner in respect of **ALL THAT** piece or parcel of land by ad-measurement containing an area of about 01 Cottah 02 Chittaks 22 Sq. Ft. a little more or less together with G+I storied old dilapidated structure standing thereon and lying and situate at and being Holding No. 293/301, in Mouza Chakraberia, Division VI, Sub-Division M, District 24 Parganas and now within the local limits of the Kolkata Municipal Corporation and known and renumbered as Premises No. 2C, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025, Ward No. 72, District 24 Parganas (South), together with undivided proportionate right title and interest in common passage measuring approximately 1361 Sq. Ft. which was kept provisional by the parties therein for their better enjoyment of the respective properties/allotted portion and commonly used by the owners of Premises No. 2A, 2B and 2C, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025 as mentioned in the said Partition Deed dated 25th April, 1951, hereinafter for the sake of brevity referred to as **“THE FOURTH PROPERTY”**.

K. AND WHEREAS by a Deed of Conveyance dated 28th day of August, 2017 duly registered in the office of the Additional District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 1605-2017, Pages 149671 to 149698 and Being No. 160505525 for the year 2017 and made between one Tarun Kumar Mukherjee, Amal Kumar Mukherjee and Pradip Kumar Mukherjee, therein collectively called and referred to as the Vendors of the One Part and the Owner/Vendor herein, therein called and referred to as the Purchaser of the Other Part, the said Vendors for the consideration therein mentioned sold transferred and conveyed **ALL THAT** piece or parcel of revenue free land by ad-measurement containing an area of about 05 Cottahs a little more or less together with old dilapidated R.T. Shed structure standing thereon and lying and situate at and being Holding No. 293, Touzi No.

2833, in Division VI, Dihi Panchannagram, Mouza Beltola, District 24 Parganas, Thana Bhowanipore and now within the local limits of the Kolkata Municipal Corporation and Known and renumbered as Premises No. 3, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025, Ward No. 72, District 24 Parganas (South), more fully and particularly described in the Schedule there under written, unto and in favour of the Owner/Vendor herein.

- L. AND WHEREAS** thus the Owner herein became the sole and absolute owner in respect of **ALL THAT** piece or parcel of revenue free land by ad-measurement containing an area of about 05 Cottahs a little more or less together with old dilapidated R.T. Shed structure standing thereon and lying and situate at and being Holding No. 293, Touzi No. 2833, in Division VI, Dihi Panchannagram, Mouza Beltola, District 24 Parganas, Thana Bhowanipore and now within the local limits of the Kolkata Municipal Corporation and Known and renumbered as Premises No. 3, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025, Ward No. 72, District 24 Parganas (South), hereinafter for the sake of brevity referred to as **“THE FIFTH PROPERTY”**.
- M. AND WHEREAS** the Said First Property, the Second Property, The Third Property, the Fourth Property and Fifth Property being adjacent to each other, the Vendor herein has got the said five Properties amalgamated into one premises and the said five Properties are now known and numbered as Premises No. 24, Priya Nath Mullick Road, P.S. Bhowanipore, within the local limits of the Kolkata Municipal Corporation, Ward No. 72, Kolkata 700 025, District 24 Parganas (South).
- N. AND WHEREAS** the Vendor herein became the sole and absolute owner in respect of **ALL THAT** piece or parcel of revenue paying land by ad-

measurement containing an area of about 15 Cottahs 07 Chittaks and 44 Square feet a little more or less together with structures standing thereon lying and situate at Premises No. 24, Priya Nath Mullick Road, P.S. Bhowanipore, within the local limits of the Kolkata Municipal Corporation, Ward No. 72, Kolkata 700 025, District 24 Parganas (South), free from all encumbrances, liens, charges, lispendences, attachments trusts whatsoever and howsoever and have got its name mutated/recorded in the records of the Kolkata Municipal Corporation being Assessee No. 110722500453.

O. AND WHEREAS by a registered Deed of gift dated 08.12.2017 and made between the Owner/Vendor herein, therein called and referred to as the Donor of the One Part and the Kolkata Municipal Corporation, therein called and referred to as the Donee of the Other Part and registered in the office of the Additional District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 1605-2017, Pages 205816 to 205826 and Being No. 160507593 for the year 2017, the said Donor has gifted and/or transferred 2.88 Sq. Mtr. Land being the North East Corner of the Premises No. 24, Priya Nath Mullick Road, P.S. Bhowanipore, within the local limits of the Kolkata Municipal Corporation, Ward No. 72, Kolkata 700 025, District 24 Parganas (South), as shown and delineated in the map or plan annexed thereto unto and in favour of the said Donee.

P. AND WHEREAS the area of the Land upon which the sanction has been obtained, on measurement has been found to be 15 Cottahs 06 Chittacks 20 Sq. Ft. a little more or less equivalent to 1030.286 Sq. Mtr. being **ALL THAT** piece or parcel of revenue paying land by ad-measurement containing an area of about 15 Cottahs 06 Chittaks and 20 Square feet a little more or less together with structures standing thereon lying and situate at Premises No. 24, Priya Nath Mullick Road,

P.S. Bhowanipore, within the local limits of the Kolkata Municipal Corporation, Ward No. 72, Kolkata 700 025, District 24 Parganas (South), more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as **the SAID LAND**, free from all encumbrances, liens, charges, lispendences, attachments trusts whatsoever and howsoever and have got its name mutated/recorded in the records of the Kolkata Municipal Corporation being Assessee No. 110722500453.

Q. AND WHEREAS thus the Vendor herein became the sole and absolute owner in respect of **ALL THAT** piece or parcel of revenue paying land by ad-measurement containing an area of about 15 Cottahs 06 Chittaks and 20 Square feet a little more or less together with structures standing thereon lying and situate at Premises No. 24, Priya Nath Mullick Road, P.S. Bhowanipore, within the local limits of the Kolkata Municipal Corporation, Ward No. 72, Kolkata 700 025, District 24 Parganas (South), more fully and particularly described in the First Schedule hereunder written and hereinafter referred to as the Said land, free from all encumbrances, liens, charges, lispendences, attachments trusts whatsoever and howsoever and have got its name mutated/recorded in the records of the Kolkata Municipal Corporation being Assessee No. 110722500453.

R. AND WHEREAS the Vendor/Owner herein have got a plan sanctioned from the Kolkata Municipal Corporation vide **Building Permit No. 2018080166 dated 25.01.2019** for construction of a **G+VII storied (Rear Block) and G+IV Storied (Front Block) residential building**, hereinafter referred to as the SAID BUILDING, at the SAID LAND.

S. AND WHEREAS the Purchaser(s) have/has taken thorough inspection of all papers and documents referred to hereinabove and have/has made necessary

searches and after having been fully satisfied in all respect including all the right title and interest of the Vendor/Owner, the Purchaser(s) have/has agreed to purchase and/or acquire **ALL THAT** one Residential Unit being No. ____ on the ____ Floor in Block No. ____ by ad-measurement containing an area of ____ Sq. Ft. Carpet Area and/or ____ Sq. Ft. Built Up Area and/or ____ Sq. Ft. Super Built Up Area and right/amenities to use ____ covered/open car parking space on the ground floor of the Said Building for parking ____ medium sized car at Premises No. 24, Priya Nath Mullick Road, P.S. Bhowanipore, within the local limits of the Kolkata Municipal Corporation, Ward No. 72, Kolkata 700 025, District 24 Parganas (South), more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the **SAID PROPERTY** for and at a total consideration of **Rs. _____/- (Rupees _____ only)** and the right to use the common parts, portions, areas, facilities and amenities as fully described in the **THIRD SCHEDULE** hereunder written but subject to observing and performing the terms conditions covenants and restrictions as contained in the **FOURTH SCHEDULE** hereunder written and also subject to making payment of proportionate costs charges and expenses as mentioned in the **FIFTH SCHEDULE** hereunder written for the common repairs, maintenance and services, facilities and amenities in the said building to the Owner/Vendor and after handing over maintenance by a written agreement to the Association/Society, to the Association/Society of the Buyers/Owners of different units in the said building, to be formed by the Owner/Vendor.

T. AND WHEREAS any terms or conditions, contrary to this Deed of Conveyance, agreed or offered orally and /or in writing or through brochure/media in between or among the parties hereto shall be deemed to have been waived, modified, rectified and/or amended.

NOW THIS INDENTURE WITNESSETH that in pursuance to the aforesaid Agreement and in consideration of the said sum of **Rs. _____/- (Rupees _____) only** paid by the Purchaser to the Owner

herein, the receipt whereof the Owner herein doth hereby and also by the receipt hereunder written admit and acknowledge to have received and of and from the same and every part thereof, the Owner/Vendor herein doth hereby release acquit exonerate and discharge the Purchaser and the Said Property hereby conveyed and the Owner doth hereby grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser **ALL THAT** one Residential Unit No. ____ on the ____ floor in Block No. ____ measuring about ____ Sq. Ft. Carpet Area and/or ____ Sq. Ft. Built Up Area and/or ____ Sq. Ft. Super Built Up Area and right/amenities to use ____ covered/open car parking space on the ground floor for parking of ____ medium sized car at Premises No. 24, Priya Nath Mullick Road, P.S. Bhowanipore, within the local limits of the Kolkata Municipal Corporation, Ward No. 72, Kolkata 700 025, District 24 Parganas (South), more fully and particularly described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** right to use the common parts, portions, areas and facilities as mentioned in the **THIRD SCHEDULE** hereunder written but subject to observing and performing the terms, conditions, covenants and restrictions as contained in the **FOURTH SCHEDULE** hereunder written and also subject to making payment of proportionate cost charges and expenses as mentioned in the **FIFTH SCHEDULE** hereunder written and all rights, lights, liberties, easements, privileges, appendages, paths, passages, drains, sewers, water courses, structures, fixtures, tenements, premises and hereditaments belongings to or in any way appertaining to the Said Property and every part thereof or usually held or enjoyed therewith unto and to the use of the Purchaser herein absolutely and forever and the reversion or reversions, remainder or remainders and the rents issues and profits of and in connection with the Said Property and the Owner/Vendor doth hereby deliver possession of the said property unto the Purchaser and the Owner/Vendor doth hereby covenant with the Purchaser that **NOTWITHSTANDING** any act, deed, matter or thing by the Owner/Vendor and/or their/its predecessor-in-interest done, omitted, executed or

knowingly or willingly permitted or suffered or has been party to any act or contract to the contrary, the Owner/Vendor hath good right, full power and absolute authority and indefeasible right, title and interest to grant, sell, transfer, convey, assign and assure the Said Property and every part thereof unto and to the use of the Purchaser absolutely and forever.

THAT the Owner/Vendor doth hereby further covenant with the Purchaser that the Said Property hereby granted, sold, transferred, conveyed, assigned or expressed or intended so to be and every part thereof is free from all encumbrances, attachments, liens, charges, lispences and trusts whatsoever and howsoever without any manner or condition, use trust encumbrance or other things whatsoever to alter defeat encumber or make void the same and the Purchaser shall and will at all times hereafter possess and enjoy the Said Property and shall be entitled to claim, demand and shall receive all rents issues and profits thereof and there from without any lawful eviction, interruption or interference claims, demands whatsoever or howsoever from or by the Owner/Vendor or any other person or persons lawfully or equitably claiming through under or in trust for the Owner/Vendor and further that the Owner/Vendor shall and will at all times and from time to time hereafter at the request and costs of the Purchaser make, do, acknowledge, execute and register or cause to be made, done, acknowledged, executed and registered all such other and further acts deeds matters and things for further better and more perfectly assuring the Said Property and every part thereof unto and to the use of the Purchaser and the Owner/Vendor shall and will at all times hereafter indemnify save and keep the Purchaser indemnified against all actions, losses, claims, demands, liens, charges, lispences, attachments, whatsoever or howsoever in respect of the Said Property in these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO
Part - I
(THE SAID LAND)

ALL THAT piece or parcel of revenue paying land by ad-measurement containing an area of about 15 Cottahs 06 Chittaks and 20 Square feet a little more or less together with structures standing thereon lying and situate at Premises No. 24, Priya Nath Mullick Road, P.S. Bhowanipore, within the local limits of the Kolkata Municipal Corporation, Ward No. 72, Kolkata 700 025, District 24 Parganas (South) and butted and bounded in the following manner:-

On The North : **By**
On The South : **By**
On The East : **By**
On The West : **By**

PART - II
(THE SAID APARTMENT)

ALL THAT piece and parcel of One Residential Unit No. ___ measuring an area of ___ Sq. Ft. Carpet Area and/or ___ Sq. Ft. Built Up Area and/or ___ Sq. Ft. Super Built Up Area on the ___ Floor in Block No. ___ of the said building lying and situate at Premises No. 24, Priya Nath Mullick Road, P.S. Bhowanipore, within the local limits of the Kolkata Municipal Corporation, Ward No. 72, Kolkata 700 025, District 24 Parganas (South), together with right to use common parts, portions, areas and facilities and right/amenities to use ___ covered/open car parking spaces on the ground floor of the said building. The said unit and car parking space has been shown and delineated in the map or plan annexed hereto and bordered "RED" thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PARTS AND FACILITIES)

1. The Entrance Lobby and the Lobbies on each floor and the staircases from ground floor upto the top floor.

2. Overhead and Underground Water Reservoirs, Water Pump and the Distribution Pipes.
3. The Lift and the equipments and the Lift Machine Room.
4. Electrical wirings and fittings and fixtures for lighting the staircases, lobbies and other common portions and for operating the lift and pump and other equipments meant for common use.
5. The outer walls of the building including all projections and elevation. The boundary walls and the main gates.
6. The driveways on the ground floor excluding the side spaces to be allotted for parking of cars and for other specified purposes. The common spaces on the ground floor has been shown and delineated in the map or plan annexed hereto and bordered "GREEN" thereon.
7. Electric meter room, security guard's room, notice board and places for other facilities and purposes as may be provided by the Owner/Vendor for common use.
8. Such other equipments, machineries and facilities as may be provided by the Owner/Vendor for common use.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(PURCHASER'S COVENANTS CONDITIONS
STIPULATIONS AND RESTRICTIONS)**

1. That the purchaser shall not cause any obstruction or interruption in the construction of the Said Building or any part of the Said Building or any other parts of the Said Land nor shall claim any right whatsoever on or over the neighboring or adjacent flat/unit/ or any other area in the said building and/or the said land.
2. That simultaneously with the delivery of possession, the Purchaser has satisfied himself/themselves in all respect and all the liabilities of

any nature whatsoever of the Owner/Vendor for any defect in any work of construction of the said unit or the building or relating to quality, quantity and materials used for construction shall stand ceased. If any addition or alteration or changes is required to be done relating to the said building at the instance of the Government, Municipality or any other public or statutory authority or the architect or the company and/or holding organization and/or society the same shall be carried out by the purchaser at his/her/its own cost in co operation with the other occupiers. The purchaser shall at his/her/its own cost, maintain the said unit in good condition, state and order and shall abide by all rules and regulations and bye-laws of the Government, Municipality and/or other authorities and local bodies including those as may be framed by the Owner/Vendor and/or the Holding Organization and/or Society.

- 3.** That the purchaser shall neither be entitled to dispute in any way nor claim any amount on account of any bad workmanship or inferior quality of the materials used in the said building nor on account of any constructional defects in the said building or in the said unit.
- 4.** That the Purchaser shall observe all rules regulations bye Laws framed from time to time by the Owner/Vendor and/or the Developer and/or Holding Organization for common purposes.
- 5.** That the Purchaser shall pay all costs incurred by the Association/ Owner/Vendor for complying with the statutory requirements in respect of the said building and all other statutory dues payable in respect of the said building and the land and all litigation expenses incurred for the common purposes.
- 6.** That the Purchaser shall make all deposits and shall pay all expenses incurred for electricity and other utilities consumed at the said unit.

7. That the Purchaser shall make the said payments and/or deposits within 7th day of each month for which the same shall become due in case of monthly payment and otherwise within 7 days of the Owner/Vendor's and/or the Holding Organization's demand.
8. That from here onwards, month by month and every month, the Purchaser shall pay to the Owner/Vendor, proportionate amount of costs, charges and expenses as mentioned in the FIFTH SCHEDULE hereunder written for the maintenance of the common portions and facilities, irrespective of the fact as to whether the common portions or facilities have been used by the Purchaser(s) or not. All maintenance related common letters/notices shall be affixed on the notice board and the same shall be deemed to be a good service upon the purchaser.
9. That all rates and taxes of whatsoever nature levied on the said unit shall be borne, paid and discharged by the purchaser and until the said unit is separately assessed, the purchaser shall pay the proportionate rates and taxes of whatsoever nature under any Act to the Owner/Vendor who shall pay the same to the concerned authorities.
10. That the Purchaser shall at all times permit the Owner/Vendor and/or the Association with or without its engineer and workmen during reasonable hours to enter into upon the said unit and all other portions of the building for the purpose of making, repairing rebuilding and for any other purpose as may be deemed necessary by the Owner/Vendor.
11. Any indulgence given or shown by the Developer/Association in enforcing the terms for payment of maintenance charges or any

forbearance or giving any time shall not be construed as a waiver on the part of the Developer or Association of any breach or non-compliance thereof by the purchaser nor the same shall in any manner be prejudicial to the rights of the Developer/Association and in the event of non-payment of maintenance charges or other deposits or dues, the Developer/Association reserves the right to withhold or disconnect utilities example water, drainage, use of lift etc and the same shall be reconnected upon payment of entire dues.

- 12.** The Owner/Vendor and/or the Developer shall be entitled to make any additional or further construction on the roof or any other portion of the Land and Premises (excluding the area of the unit hereby sold) irrespective of the fact that during such construction there may be some inconvenience and disruption of the common services and may sell assign transfer or deal with the same as they may deem fit and proper and realise and appropriate the sale proceeds or other consideration therefor and the Purchaser shall not be entitled to raise any objection and doth hereby give consent for the same.
- 13.** In case by the time the said unit is separately mutated in the name of the purchaser, the Owner/Vendor and/or the Developer shall not be obliged to take further consent for such additional construction and/or sanction and/or regularization.
- 14.** In the event of any additional construction is made as aforesaid, the undivided variable impartible proportionate share in the land of the Purchaser shall stand varied and reduced to such extent but the Purchaser shall not be entitled to claim any damages, consideration, compensation or any amount for such reduction in undivided proportionate share in land.

- 15.** The Owner/Occupier/Purchaser of the said additional constructed area shall be entitled to become the member of the Association upon its formation and enjoy all existing common facilities and services as will be enjoyed by all other purchasers of the building and similarly shall be liable to pay proportionate maintenance charges to the Vendor/Developer and/or the Association.
- 16.** That the Purchaser shall not:
- i) Change the nature and character of the said unit by shifting or demolishing the interior walls, kitchen bath and privy.
 - ii) Use the said unit in such manner or commit any act which may in any manner cause nuisance or annoyance to the other Buyers and/or owners and/or occupiers of the units in the said building and/or the neighboring properties.
 - iii) Use the said unit or permit the same to be used for any purpose other than for residential purpose for which the same is meant and has been sanctioned by the Corporation and/or other authorities.
 - iv) Allow the storage of any goods, articles or things in the staircase lobbies or other common parts of the said building or any portion thereof
 - v) Shift or cause to be shifted any window and shall not open any new/additional windows without the consent in writing of the Owner/Vendor.
 - vi) Bring or keep or store any inflammable or combustible goods, articles and things in or upon the said unit, except as may be required for domestic purposes.
 - vii) Decorate the exterior of the said unit otherwise than in the manner the said unit will be delivered.

- viii) Display or put up any neon sign or other sign board on the outer walls of the said unit or any part of the said building without the consent of the Owner/Vendor / Association in writing.
- ix) Prevent or obstruct the Owner/Vendor / Association from erecting hoarding or other boards on the outer walls or roof of the said building.
- x) Throw or accumulate or permit the throwing or accumulating of any dirt rubbish or other refuses in the said unit or in any portion of the said building.
- xi) Claim partition or sub-division of the said land or the common parts of the said premises and/or the said building.
- xii) Carry on any obnoxious, nuisance, offensive, illegal or immoral trade or activities in the said unit or in any portion of the said building including the common parts.
- xiii) Use and permit the said unit to be used for any Hotel, Nursing Home, Brothel, Manufacturing or Processing Work, Hobby Center or Guest House or coaching centre.
- xiv) Paint on the outer grills, windows, doors and verandah with any other color except the color as recommended by the Owner/Vendor to have a better look in the entire building and premises.
- xv) Change the design or look of grills and windows in the said unit.
- xvi) Change name of the building, under any circumstances, even after handing over of the building in all respect including the maintenance thereof to the Owners/Purchasers/Occupiers/Association.

xvii) In case the purchaser agrees to acquire the right/amenities to use car parking space, the purchaser doth hereby agrees and covenants as follows:

- a) That the purchaser shall not be entitled to make any construction of any nature whatsoever in and around the said car parking space.
- b) That the said car parking space shall always be used only for the purpose of parking cars of the purchaser and his staff alone and not for any other purposes whatsoever.
- c) That the purchaser shall not be entitled to cover and/or make any boundary wall around the said car parking spaces and the purchaser shall have to allow free ingress and egress to the persons who have been allotted and/or given car parking spaces around the said car parking spaces.
- d) That the purchaser shall not be entitled to let out or transfer the said car parking spaces to any outsider except to the Unit holder of the same building. And once the Association of the Flat Owner is formed, only with the written consent of the Flat Owners Association.
- e) That the specific car parking spaces for the purchaser has been identified and earmarked.

THE FIFTH SCHEDULE ABOVE REFERRED TO

COMMON EXPENSES:

1. The expenses for maintenance, operating, white washing, painting, repairing, changing or replacing or shifting, redecorating, cleaning and lighting all the common portions including lift, generator, if any,

common bath rooms, the outer walls of the building, parking spaces, boundary walls, stair case, roof, main gate and all other spaces for common use.

2. The expenses for maintenance, cleaning, changing replacing and/or shifting all types of pipes connections and other services under the building to be used for common purposes.
3. The expenses for supplying, providing purchasing, maintaining, renewing, replacing, repairing and keeping in good and serviceable order and condition all appurtenances fixtures and fittings, bins, receptacles, tools, appliances, materials and other things which the Association may deem desirable or necessary for the maintenance upkeep or cleanliness of the building.
4. The cost of running generator, if any, and its repairing and replacement of the parts or complete replacement as may be required from time to time.
5. The cost of periodically inspecting, servicing, maintaining and insuring (save in so far as insured under other provisions hereto) the lift, lift shaft, stand by generator, if any, electrical and mechanical equipments and other apparatus, plants and machinery in the building.
6. The cost of supply of electricity, oil and/or fuels for all purposes in connection with the common parts and the provisions of services referred to herein.
7. The cost of employing such staff as durwans, sweepers and other staffs on pay roll or on contract basis as the Association may in its absolute discretion deem necessary for the performance of the duties and services in and about the building. The said duties and services and all other incidental expenditure in relation to such employment (including but without limiting the generality of such provisions), the payment of the statutory and such other insurance health pension welfare and other payments contribution taxes and premiums and the

cost of entering into any contract for carrying out of all or any of the said duties and services that the Owner/Vendor /Association may at its absolute discretion deem desirable or necessary and the provisions of uniform working clothes tools appliances cleaning and other materials and equipments for the proper performance of their duties and for the general management security maintenance and cleanliness of the building and all parts thereof.

- 8.** The cost of maintaining corridors, common lights and its electricity consumption charges.
- 9.** All rates, charges, assessments, impositions and other outgoings payable by the Association in respect of all parts of the building not exclusively or ordinarily occupied by the Purchaser or any person claiming through including residential accommodation for caretakers, engineers and other staff employed in connection with the building and any water rates and taxes paid by the Association in respect of the said building.
- 10.** All costs incurred by the Owner/Vendor /Association for complying with the statutory requirements in respect of the building and all other statutory dues payable in respect of the said building and the land and all litigation expenses incurred for the common purposes.
- 11.** All or any other expenses incurred by the Association and/or the Owner/Vendor for services provided by the Association and/or the Owner/Vendor from time to time and at all times for common purposes and not expressly mentioned herein.
- 12.** All other expenses for maintaining, repairing, changing, replacing, shifting redecorating cleaning etc. as may be incurred by the Association for common parts portions and facilities.
- 13.** All premium/charges and expenses for insurance of land, building and other common parts and equipments including generator etc. (if any).

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the date month and year first above written.

**SIGNED SEALED AND DELIVERED BY
THE OWNER/VENDOR ABOVE NAMED
AT KOLKATA IN THE PRESENCE OF:-**

WITNESSES:-

1)

(OWNER/VENDOR)

2)

**SIGNED SEALED AND DELIVERED BY
THE PURCHASER ABOVE NAMED AT
KOLKATA IN THE PRESENCE OF:-**

WITNESSES:-

1)

(PURCHASER)

2)

MEMO OF CONSIDERATION

RECEIVED from the within mentioned Purchaser the within mentioned sum of **Rs. _____/- (Rupees _____) only** being the entire consideration money as per memo below:-

BANK NAME	CHEQUE NO./ PAY ORDER	DATE	FAVOURING	AMOUNT
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WITNESSES:

1.

2.

OWNERS