

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE FOR SALE** is made on this the ----- day -----  
--, Two Thousand and -----.

**CHATTERJEE CONSTRUCTION**, a Proprietary Concern, having its place of Business and office at Natunpally Middle Road, P.O. & P.S. – Sonarpur, Kolkata – 700150, represented by its Sole Proprietor **SRI ANUP CHATTERJEE**, Son of Late Kalipada Chatterjee, **PAN – ACBPC4410H**, by faith – Hindu, by Nationality – Indian, by occupation – Business, Residing at Natunpally Middle Road, P.O. & P.S. – Sonarpur, Kolkata – 700150, hereinafter called and referred to as the **VENDOR/OWNER HEREIN** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successors-in-office, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

**SRI/SRIMATI** -----, **PAN –** -----, **AADHAAR NO.** -----, Son of -----, by faith – -----, by Nationality – -----, by occupation – -----, Residing at -----, West Bengal hereinafter called and referred to as the **“PURCHASER\PURCHASERS”** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**WHEREAS** in R.S. Dag No. 1632 under Mouza-Sonarpur, J.L. No. 39, P.S. – Sonarpur, District – 24 Parganas South. Dilip Kumar Mitra, Pranab Kumar Mitra and Alok Kumar Mitra all sons of Late. Ram Chandra Mitra on 12.08.1959 purchased 35 decimal of land out of 40 decimal of land vide a Registered Sale Deed which was registered in Baruipur Registry Office under Book No. 1, Volume No. 76, Pages from 283 to 286 and recorded as Being No. 7510 from Binoy Krishna Hatui and Palan Chandra Hatui and said Dilip Kumar Mitra, Pranab Kumar Mitra & Alok Kumar Mitra on in R.S. Dag No. 1633 under Mouza-Sonarpur, J.L. No. 39, P.S. – Sonarpur, District – 24 Parganas South on 30.03.1960 purchased from Smt. Annapurna Ghosh 2 Cottah 4 chittak of land vide a registered Sale Deed which was Registered in Sadar Registry Office under Book No. 1, Volume No. 28 Pages from 25 to 27, Being No. 1050.

**AND WHEREAS** after said two purchases Dilip Kumar Mitra, Pranab Kumar Mitra & Alok Kumar Mitra became the absolute owner and possessor of aforesaid land. Later on said Pranab Kumar Mitra died in unmarried condition leaving behind his two brothers Dilip Kumar Mitra, Alok Kumar Mitra and his only sister Arati Ghosh as his legal heir. The father and mother of Pranab Kumar Mitra predeceased him.

**AND WHEREAS** Alok Kumar Mitra died intestate leaving behind his wife Sumitra Mitra and only daughter Susmita Ghosh as his two legal heir.

**AND WHEREAS** for effective utilization of land Dilip Kumar Mitra, Arati Ghosh, Sumitra Mitra, Susmita Ghosh partitioned the land vide Registered Partitioned Deed No. 2770 dated 16.06.2017 which was registered in Sonarpur Sub- Registry Office and said Arati Ghosh, Sumitra Mitra and Susmita Ghosh jointly got 13 Cottah 4 Sq. Fit. Land described in Shcedule – “GA” marked therein as Plot No. A, and also got absolute possession as owner over said 13 cottah 4 Sq. fit. of land in R.S. Dag No. 1632 under R.S. Khanda Khatian No. 1089 ( coming out of R.S. Khatian No. 241), in Mouza – Sonarpur, J.L. No. 39 Ward No. 12, Holding No. 1 under Rajpur Sonarpur Municipality, P.S. – Sonarpur, Dist. – 24 Parganas South.

**AND WHEREAS** Arati Ghosh, Sumitra Mitra, Susmita Ghosh sold, conveyed and transferred all that 13 Cottah 4 Sq. fit. of Land to CHATTERJEE CONSTRUCTION a Proprietary firm having its Office at Naun Pally, Midle Road, P.O. & P.S. – Sonarpur, Kolkata – 700150 represented by its sole Proprietor Anup Chatterjee, son of Late Kalipada Chatterjee a resident of Natun Pally, Middle Road, Kolkata – 700150 vide a registered Deed of Sale which got registered in A.D.S.R. Sonarpur on 16.06.2017 and recorded therein its Book No. 1, volume No. 1608 pages from 59311 to 59332 Being No 2814 for the year 2017 and delivered khas possession.

**AND WHEREAS** one Akshay Kumar Mallick was the sole and absolute owner of **ALL THAT** piece and parcel of Danga land measuring more or less 6 decimals out of 18 decimals in R.S. Dag No. 1630 under R.S. Khatian No. 307 and Danga land measuring more or less 16 decimals in R.S. Dag No. 1631 under R.S. Khatian NO. 307 of Mouza – Sonarpur, J.L. No. 39, under P.S.- Sonarpur, District South 24 Parganas together with other proprieties as per Revisional Settlement Record of Right and enjoying the same free from all encumbrances.

**AND WHEREAS** said Akshay Kumar Mallick while had been enjoying his aforesaid recorded properties, died intestate leaving behind his three sons namely Bhabani Charan Mallick, Indu Bhushan Mallick and Kumud Kanta Mallick as his legal heirs and successors.

**AND WHEREAS** by virtue of inheritance said Bhabani Chandra Mallick, Indu Bhusan Mallick and Kumud Kanta Mallick became the joint owners of the aforesaid properties and being enjoying the same jointly for their better enjoyment and occupation, executed and registered a Deed of Partition, which was duly registered on 15/04/1966 before the Sub –Registry Office at Baruipur and recorded in its Book No. 1, Volume No. 1, pages from 256 to 260, Being No. 71 for the year 1966.

**AND WHEREAS** by virtue of the aforesaid Deed of Partition, said Bhabani Charan Mallick, became the sole and absolute owner of land measuring more or less 20 decimals ( the split up of the land being:- 4 decimals in R.S. Dag No. 1630 and 16

decimals in R.S. Dag No. 1631) comprised in R.S. Dag Nos. 1630 & 1631 under R.S. Khatian No. 307 of Mouza – Sonarpur, J.L. No. 39, P.S. – Sonarpur, District South 24 parganas together with other properties and started enjoying the same free from all encumbrances by paying rents and taxes to the authority concerned regularly.

**AND WHEREAS** in the course of enjoying his aforesaid properties said Bhabani Chandra Mallick transferred **ALL THAT** piece and parcel of Danga land measuring more or less 20 decimals ( the split up of the land being:- 4 decimals in R.S. Dag No. 1630 and 16 decimals in R.S. Dag No. 1631) comprised in R.S. Dag Nos. 1630 & 1631 under R.S. Khatian No. 307 of Mouza – Sonarpur, J.L. No. 39, P.S. – Sonarpur, District South 24 parganas unto and in favour of his wife Smt. Annapurna Mallick, by and under a Deed of Gift, which was duly Registered on 09/09/1970 before the office of the S.R. Alipore and recorded in Book No. 1, Volume No. 39, pages from 137 to 140, being No. 2916 for the year 1970.

**AND WHEREAS** by virtue of the said Deed of Gift said Smt. Annapurna Mallick became the sole and absolute owner of the aforesaid Danga land measuring more or less 20 decimals ( the split up of the land being:- 4 decimals in R.S. Dag No. 1630 and 16 decimals in R.S. Dag No. 1631) comprised in R.S. Dag No. 1630 & 1631 under R.S. Khatian No. 307 of Mouza – Sonarpur, J.L. No. 39, P.S.- Sonarpur, District South 24 parganas and being enjoying the same said Smt. Annapurna Mallick for urgent necessity of money sold, conveyed and transferred the Danga land measuring mere or less 6 Cottahs 1 Chittak 31 Sq. ft. comprised in R.S. Dag No. 1631 under R.S. Khatian No. 307 of Mouza – Sonarpur, .L. No. 39, P.S. – Sonarpur, District – South 24 Parganas unto and in favour of SMT. MALINA NATH, with the confirmation of Smt. Archana Koley, wife of Ranajit Kumar Koley, by and under a Deed of Sale (Bengali Kobala), which was executed 11/06/2001 and duly registered on 11/12/2001 before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. 1, Volume No. 150, pages from 309 to 314, being No. 8893 for the year 2001.

**AND WHEREAS** said Smt. Annapurna Mallick also sold, conveyed and transferred the Danga land measuring more or less 6 Cottahs ( the split up of the land being:- 4 decimals equivalent to more or less 2 Cottahs 6 Chittaks 30 Sq. ft. in R.S. Dag No. 1630 and 3 Cottahs 9 Chittaks 15 sq. ft. in R.S. Dag No.1631) comprised in R.S. Dag Nos. 1630 & 1631 under R.S. Khatian No. 307 of Mauza – Sonarpur, J.L. No. 39, P.S. – Sonarpur, District – South 24 parganas unto and in favour of SRI SUNIL KUMAR NATH, with the confirmation of Smt. Archana Koley, wife of Ranajit Kumar Koley, by and under a Deed of Sale (Bengali Kobala), which was executed on 11/06/2001 and duly registered on 11/12/2001 before the office of the A.D.S.R. at Sonarpur and

recorded in the Book No. 1, Volume No. 150, pages from 315 to 320, being No, 8894 for the year 2001.

**AND WHEREAS** thus by virtue of aforesaid two separate Sale Deeds said SRI SUNIL KUMAR NATH and SMT. MALINA NATH, the vendor herein, became the absolute joint owners of the land measuring more or less 12 Cottahs 1 Chittak 31 sq. ft. ( the split up of the land being :- 2 Cottahs 6 chittaks 30 sq.ft. in R.S. Dag No. 1630 and 9 Cottahs 11 Chittaks 1 sq. ft. in R.S. Dag No. 1631) comprised in R.S. Dag Mos. 1630 & 1631 under R.S. Khatian No. 307 of Mouza – Sonarpur, J.L. No. 39 now within the limits of the Rajpur-Sonarpur Municipality, Ward No. 12 P.S.- Sonarpur, District South 24 Parganas and they built and/or erect an Asbestos shed structure thereon and jointly started enjoying the same free from all encumbrances by paying rents and taxes to the authority concerned regularly.

**AND WHEREAS** in urgent need of money for bonafide reason said Sunil Kumar Nath sold transferred and conveyed 2 Cottahs 6 chittaks 30 sq.ft. Danga Land in R.S. Dag No. 1630 together with 100 sq. fit. Brick Built Asbestor Sead Structured standing thereon in favour of CHATTERJEE CONSTRUCTION a Proprietary firm having its Office at Naun Pally, Midle Road, P.O. & P.S. – Sonarpur, Kolkata – 700150 represented by its sole Proprietor Anup Chatterjee, son of Late Kalipada Chatterjee a resident of Natun Pally, Middle Road, Kolkata – 700150 on 28.01.2019 vide Deed No.442 of 2019 Registered and recorded in A.D.S.R. Sonarpur in Book No. 1, Volume No. 1608, Pages from 8461 to 8487 and CHATTERJEE CONSTRUCTION got unencumbered possession thereon.

**AND WHEREAS** due to urgent need of money Sunil Kumar Nath and Malina Nath sold transferred and conveyed land measuring more or less 9 Cottahs 11 Chittak 1 Sq. fit. ( 3 Cottahs 9 Chittak 15 sq. fit. of Sunil Kumar Nath and 6 Cottahs 1 chittak 31 sq. fit. of Malina Nath) together with 100 sq. fit. brick built Asbestos shed structure standing thereon comprised in R.S. Dag No. 1631 appertaining to R.S. Khatian No. 307 of Mouza – Sonarpur, J.L. No. 39, now with the limits of the Rajpur Soanrpur Municipality, Ward No. 12, P.S. Sonarpur, District South 24-Parganas in favour of CHATTERJEE CONSTRUCTION a Proprietary firm having its Office at Naun Pally, Midle Road, P.O. & P.S. – Sonarpur, Kolkata – 700150 represented by its sole Proprietor Anup Chatterjee, son of Late Kalipada Chatterjee a resident of Natun Pally, Middle Road, Kolkata – 700150 on 28.10.2019 vide Deed No. 421 for the year 2019 which was Registered and recorded in A.D.S.R. Sonarpur, in its Book No. 1, Volume No. 1608 Pages from 8431 to 8460 and CHATTERJEE CONSTRUCTION got unencumbered possession thereon.

THUS CHATTERJEE CONSTRUCTION vide Registered Sale Deed No. 2814 of 2017 became absolute owner of 13 Cottach 4 sq. fit. of land R.S. Dag No. 1632 under Mouza – Sonarpur, J.L. No. 39, P.S. – Sonarpur District – 24 parganas south and Vide Deed No 422 of 2019 became absolute owner of 2 Cottach 6 chittak 30 sq. fit. of land in R.S. Dag No. 1630 under Mouza – Sonarpur, J.L. No. 39, P.S. – Sonarpur District – 24 parganas south and Vide Deed No 421 of 2019 became absolute owner of 9 Cottach 11 chittak 1 sq. fit. of land in R.S. Dag No. 1631 under Mouza – Sonarpur. Vide aforementioned three Purchase deeds CHATTERJEE CONSTRUCTION purchased 25 Cottah 1 Chittak 35 Sq. fit. land and also Converted the said Land into BASTU and mutated its name with Rajpur Sonarpur Municipality under Holding No. 549 (Natun Pally Paschim) and leaving common passage measuring more or less 14 Chittak 19 sq. fit. registered a Boundary Declaration, **declaring 24 Cottach 3 Chittak 14 Sq. fit. land** under Project area, the split-up:- (12 Cottach 2 Chittak 12 sq. fit. of land in R.S. Dag No. 1632 under Khanda Khatian No. 1089, 2 Cottach 6 chittak 30 sq. fit. of land in R.S. Dag No. 1630 under R.S. Khatian No. 307, 9 Cottach 10 chittak 17 sq. fit. in R.S. Dag No. 1631 under R.S. Khatian No. 307, in Mouza – Sonarpur, J.L. No. 39, within the limits of Rajpur Sonarpur Municipality, Ward No. 12, under amalgamated Holding No. 549 (Natun Pally Paschim) P.S. – Sonarpur, District South 24 parganas). Said Boundary declaration got registered in A.D.S.R. Sonarpur and recorded in its Office in Book No. 1, Volume No 1608, Pages from 112146 to 112163 Being No. 3849 for the year 2020

**AND WHEREAS** CHATTERJEE CONSTRUCCION the Vendor herein with the intention to construct a G+IV storied Residential cum Commercial Building upon the land morefully described in the **FIRST SCHEDULE** herein submitted a Building Plan to the concerned Rajpur Sonarpur Municipality and said Building Plan got Sanctioned on 14.10.2020 vide Building Plan No. CB/12/02/20-21.

**AND WHEREAS** Purchaser/Purchasers have inspected the construction of the said building thoroughly and examined and checked the title of the Vendor and also the sanctioned plan and have become satisfied fully about the marketable right of the Vendor in respect of all that piece and parcel of a self contained residential Flat No. ---- measuring carpet area --- sq. fit. built-up area ----- sq. fit. **Super Built-up area -----sq. fit.** be the same a little more or less situated on the -----side of the -----Floor of the said G+IV storied building, hereinafter referred to as the “**said Flat**” morefully and particularly described in the **SECOND SCHEDULE** hereunder written lying and situated on the land which is fully described in the **FIRST SCHEDULE** hereunder written.

**AND WHEREAS** the Vendor has assured and informed the Purchaser/Purchasers that their title in respect of the said property is free from all encumbrances, charges, demands, disputes, lispences, acquisition and requisition, whatsoever.

**AND WHEREAS** by virtue of an agreement for sale dated ----- made between the Purchaser/Purchasers herein and the Vendor herein, the Purchaser/Purchasers herein agreed to purchase said Flat No. ----- measuring more or less carpet area --- sq. fit. built-up area ----- sq. fit. **Super Built-up area -----sq. fit.** situated at ----- side on the -----Floor more fully and particularly mentioned in the **SECOND SCHEDULE** hereunder written together with undivided proportionate indivisible and impartible share of the land morefully and particularly mentioned in the **FIRST SCHEDULE** hereunder written together with the right to use the other common areas and facilities attached to the said property, free from all encumbrances, charges, demands, disputes, lispendences, acquisition and requisition whatsoever, but subject to observance of the terms and conditions and covenant hereunder written for and at a consideration price of Rs. ----- (Rupees-----) only and the Vendor agreed to such proposal being satisfied as the same was the highest market price.

**AND WHEREAS** in terms of the said agreement, the Vendor herein have agreed to sell and transfer one self contained Flat no. ----- situated at the -----side on the ----- Floor, which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written and delineated in the Map or Plan annexed hereto bordered with **RED** colour, of the said building at a total agreed consideration of Rs. ----- (Rupees-----) only together with proportionate share of land soil underneath and for whereupon the said building has been erected or constructed together with the right of common space, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other open spaces, common path of the properties necessary and convenient of its exit and entrance, maintenance for common use, motor pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection and the description of common facilities and common enjoyment and common parts and areas and rights, which has been mentioned more fully and particularly in the **THIRD SCHEDULE** hereunder written with lawful aforesaid consideration price, and also undertake to pay all the common charges, fees, duties, levies, rents, impositions, outgoings etc. as may be required for the purpose of the said flat and also for purposes of the said building with other owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.

**NOW THIS INDENTURE WITNESSETH** that In pursuance of the said agreement and in consideration of the said sum of Rs.----- (Rupees-----) only trust paid by the purchaser to the Vendor in the manner stated in the memo of consideration hereunder written, the receipt whereof the Vendor hereby admits and acknowledges and from the payment of the same and every part thereof for ever acquit,

release, exonerate and discharge the purchaser as well as the said flat along with the proportionate undivided undemarcated share and right, title and interest over the said land and premises with the facilities in common with other owner/owners or occupiers thereto. The Vendor do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser ALL THAT one self contained Flat No.----- containing a carpet area --- sq. fit. built-up area ----- sq. fit. **Super Built-up area -----sq. fit** situated at ----- side, on the ----Floor, of the said G+IV storied building of Holding No. 549, Natunpally paschim, Ward No. 12 of Rajpur Sonarpur Municipality, P.S.- Sonarpur, District-South 24 Parganas which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said flat together with the undivided proportionae share of the land underneath together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other having covenants conditions and stipulations etc. to enjoy and possess all common roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Vendor upto and upon the said land proportionately incurring proportionate expenses for the said common portion out of cost and expenses of the Purchaser/Purchasers and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said **Flat No. ----** situated at - ----- side, on the -----Floor, of the said G+IV storied building(ARNAB PHASE II) having right to use, occupy, own possess the said flat as mentioned in the **SECOND SCHEDULE** hereunder written exclusively with co-owners or occupiers of the building subject to the purchaser/purchasers paying and discharging taxes and impositions or outgoing for the same and common expenses as per imposed or levied for the said flat and other outgoings so long separate assessment is not made for the said flat in the name of the purchaser/purchasers.

**The Vendor do hereby covenant with the purchaser/purchasers as follows:-**

1. **NOTWITHSTANDING**, anything hereinbefore done or suffered to the contrary. the Vendor have good and absolute right, title and authority to grant, convey, transfer, assign and assure the said all that piece and parcel of flat mentioned in the **SECOND SCHEDULE** hereunder written along with common area with facilities as described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred to the purchasers in the manner aforesaid and that the Vendor has not done or suffered knowingly from anything whereby the said flat may be encumbered, affected or impeached in estate, title or otherwise.



2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding and has not been offered as security or otherwise to any court or revenue authority.
3. That the purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from any out of the said flat without any hindrance, interruption, claim, disturbances or demand from or by the Vendor or any person or persons claiming through or under or in trust for the Vendor without any lawful eviction, hindrance, interruption or disturbances by any person or persons whatsoever.
4. All the taxes, land revenue and other impositions payable in respect of the said flat up to the date of handing over the possession of the same to the purchasers, shall be paid by the Vendor and if any portion of any tax, impositions etc. be found to have remained nonpaid for the period as mentioned above, liability shall be recoverable from the date to delivery of possessions unto the purchasers and the purchasers shall pay the entire taxes and outgoings in respect of the said flat.
5. The Vendor shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the purchasers for better or further effectuating and assuring the conveyance hereby made or the title of the purchasers to the property hereby sold and conveyed or any mistake or deficiency in the extent of description or other particulars of the said property.
6. The Purchaser, and his heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, mortgage, sell, convey and assign the said flat.
7. The Purchaser shall not cause any obstruction to the others in any manner in the entrance or exit or any common space in the premises, keep any dirt/rubbish/refuse etc. save and except the place reserved for the said purpose.
8. The Purchaser/Purchasers shall pay the proportionate share of tax of the premises with other co-owners until or unless their taxes are separately assessed by the Rajpur Sonarpur Municipality.
9. That the Purchaser shall not store any inflammable article, fire works install any machineries, electrical motor and/or start any Commercial business in the said flat which may cause sound pollution /air pollution, smoke etc. to the occupant of the other flat in the building.
10. That the Purchaser shall pay the proportionate share of premium of the Insurance for the said building if any.
11. The Purchaser shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners herein

including proportionate share of the assessed amount by the Rajpur Sonarpur Municipality and Land revenue.

12. The Purchaser have declared that they have no claim in respect of the other constructed area or other saleable spaces in the premises, save and except the flat hereby conveyed and common area and common facilities specified by the Vendor herein.

13. The Purchaser also declares that the exclusive right of the Vendor shall remain for any addition or modification or commercial exploitation to construct the said building with prior permission of the Rajpur Sonarpur Municipality except the flat hereby conveyed.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

(Description of the said Land \ Entire Property)

**ALL THAT** a piece and parcel Bastu Land (After Conversion) measuring more or less **24 Cottah 3 Chittak 14 Sq. Fit.** out of which 2 cottah 6 chittak 30 sq. fit. in R.S. Dag No. 1630, R.S. Khatian No. 307, 9 cottah 10 chittak 17 sq. fit. in R.S. Dag No. 1631 under R.S. Khatian 307, 12 cottah 2 chittak 12 sq. fit. in R.S. Dag No. 1632 under R.S. Khatian No. 1089 all in Mouza – Sonarpur, J.L. No. – 39, under P.S. & A.D.S.R. – Sonarpur, Ward No. 12, Holding No. – 549, (Natun Pally Paschim) under Rajpur Sonarpur Municipality, P.S.-Sonarpur, District – 24 Parganas South.

**THE PROPERTY IS BUTTED AND BOUNDED BY:**

ON THE NORTH: 21'-4" + 39'-8"+74' -0" length of the said line and 16'-05" wide common passage and R.S. Dag No. 1632(P)

ON THE SOUTH: 10'-0" + 95'-1" + 23'-4" lenth of the side line and R.S. Dag No. 1636 (P)

ON THE EAST: 105'-02" +71'-06" lenth of the side line and 4'ft. wide private passage and R.S. Dag No. 1635(P)

ON THE WEST: 16'-5" + 48'-6.5" + 41'-6" + 75'-0" lenth of the said line and Property of ONGC and R.S. Dag No. 1632 (P).

**THE SECOND SCHEDULE ABOVE RFFERRED TO**

(Description of the Flat agreed to be sold)

**ALL THAT** a self contained Flat being **Flat No ----- on ----- Floor in ----- side**, measuring -----Sq. Fit Carpet Area, ----- Sq. Fit. Built –Up Area, -----**Sq. Fit. Super Built-up Area** more or less consisted of -----Bed Rooms, Dining Room, one Kitchen, Two Toilets and a Balcony in the said new G+IV storied building constructed upon the land more fully described in the FIRST SCHEDULE herein above **TOGETHER WITH** the undivided proportionate impartibly share in land and right of

easement on the common passage and right of common areas & facilities of the said building **ARNAB PHASE II, which is morefully described in THIRD SCHEDULE herein under.**

**ON THE NORTH:** -----

**ON THE SOUTH:** -----

**ON THE EAST:** -----

**ON THE WEST:** -----

**---: THE THIRD SCHEDULE ABOVE REFFERED TO: ---**

### **PART – I**

#### **(Common Parts and portions)**

- a) Staircase from ground Floor to top floor, ultimate roof of the building.
- b) Landing/hand railing and other fixture installed in the staircase.
- c) Common passage for ingress and egress from main Municipal Road to the building.
- d) Sewerage, septic tank, drainage, electric connections, connected installations in the building.
- e) Overhead and underground Reservoirs, Motor Pump, Water Supply, Water eviction pipes, fittings save and except the installations made inside the said flat.
- f) Foundations, columns and outside walls of the building including the boundary walls of the entire premises.
- g) All electrical installations, common Electric Meter Space, fixture, fittings ain respect of the entire building as would be specified by the Developer/Vendor. Such other equipments, installations, fixtures and fittings in respect of entire building/premises as would be specified by the Vendor from time to time.

### **PART – II**

#### **(The Easements)**

- 1) Rights of vertical and lateral supports;

- 2) Rights of using the common passage and utility of the common installations, e.g. water, electricity etc.
- 3) Rights of passage of electrical, water, telephone and other cables and pipes through every part of the Building including all the units therein.
- 4) Rights of entry with reasonable notice for the Purpose of repair and maintenance of any unit in the building provided in emergent circumstances such rights can be enjoyed without any notice.
- 5) Rights of entry and do the necessary works for repainting, repairs, renovation of every part of the Building over each of the Unit therein.
- 6) Rights of common enjoyment of all common paths, and common portions in the premises and in the building including the right to go the terrace for the purpose of maintaining and managing the common parts.
- 7) None of the parties will be entitled to block any passage or to alter any common passages, which includes the Vendors, other flat owners, including the purchaser herein in the said building at the said premises.

----: THE FOURTH SCHEDULE REFERRED TO ABOVE : -----

**(The Common expenses and maintenance of the building)**

- a) The Expenses for maintenance, operating, re-white, washing, re-painting, redecorating and lighting the common portions including the outer walls of the building and boundary walls, water pump with motor etc.
- b) The salaries and other expenses for all persons employed for the common purpose.
- c) All charges and deposits for supplies of common utilities;
- d) Municipal and other rates, taxes and levies and all other outgoing save those separately assessed or incurred in respect of the Unit/Flat.
- e) Cost of establishment and operations of the Association relating to the Common Purpose.
- f) Litigation expenses incurred for the common purposes.
- g) Office administrative over-head expenses incurred for maintaining the officer for Insurance of the Building.

h) The Purchaser at his/her own costs and expenses will make emergency repair if it relates to his Unit/Flat and bear proportionate costs and expenses if it relates to the common areas and facilities to prevent any damage of the Building.

AND the other expenses and outgoings as deemed by the Vendors or by the Association upon its formation and taking over maintenance and management of the building as necessary or incidental for the common purpose including for creating a fund for replacement, renovation, repainting and/ or periodic repainting of the common portion or areas. The Purchaser shall have to bear proportionate maintenance cost even if he rents or remains absent from the flat.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

By the VENDOR above named

In the presence of:-

1.

**SIGNATURE OF THE VENDOR**

2.

**SIGNATURE OF THE PURCHASER**

RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs. -----**(**----- only**) out of total consideration of **Rs. -----** ----- for sale of the said ----- **on ----- Floor in ----- side**, at the said Holding as per Memo below:

**MEMO OF CONSIDERATION**

Date	Mode	Amount
------	------	--------

(Rupees ----- only)

**Witnesses:**

1

\_\_\_\_\_  
**SIGNATURE OF VENDOR**

2.