

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this.....day of__ ___ 20__ (Two Thousand ___ ___)

BETWEEN

(1) SRI NARAYAN CHANDRA GHOSH (PAN : AGXPG8064F) son of Late Haran Chandra Ghosh , **(2) SMT TAPASHI GHOSH** (PAN : AGWPG7267K) wife of Sri Narayan Chandra Ghosh ,**(3) SRI SUBHAJIT GHOSH** (PAN :BNYPG7448E) son of Sri Narayan Chandra Ghosh, and **(4) SRI ARIJIT GHOSH** (PAN :BUFPG5096L) son of Sri Narayan Chandra Ghosh, all by Nationality – Indian, by faith – Hindu, by occupation No.(1) and (2) Business, No.(3) Service and (4) – Student, all are residing at 1901, Mukundapur , E-20, Sammilani Park , P.O. Santoshpur, P.S.: - Survey Park, Kolkata-700 075, represented by their constituent attorney **T.N.ASSOCIATE** (PAN : AADFT8733E) a partnership firm having its office at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.: - Survey Park, Kolkata-700075, represented by its partners **(1) SRI NARAYAN CHANDRA GHOSH** (PAN : AGXPG8064F) son of Late Haran Chandra Ghosh , by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.: - Survey Park, Kolkata-700075 and **(2) SMT TAPASHI GHOSH** (PAN : AGWPG7267K) wife of Sri Narayan Chandra Ghosh , by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park , P.O. Santoshpur, P.S.: - Survey Park, Kolkata-700075, **(Development Power of Attorney Registered at A.D.S.R.-Alipore, South 24-Parganas and recorded in Book No. I, CD Volume No. 1605-2020, Pages from 607 to 636, Being No.160507401 for the year 2019)** hereinafter referred to as the **OWNERS** (which expression shall unless otherwise repugnant to the context be deemed to mean and include their respective heirs, executors, representatives, administrators and assignees) party of the **FIRST PART**.

T. N. ASSOCIATE

Narayan Chandra Ghose

Partner

AND

MR/MRS..... (PAN :.....) son / daughter / wife of **Residing at** _____
_____ by Nationality- Indian, by faith _____ **"ALLOTTEE/S OR PURCHASER/S"**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his / her/ their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

T.N. ASSOCIATE (PAN: AADFT8733E) a partnership firm having its office at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 , represented by its partners **(1) SRI NARAYAN CHANDRA GHOSH** (PAN : AGXPG8064F) son of Late Haran Chandra Ghosh , by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 and **(2) SMT TAPASHI GHOSH** (PAN : AGWPG7267K) wife of Sri Narayan Chandra Ghosh , by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park , P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075, hereinafter referred to as **"THE PROMOTER/ BUILDER/ DEVELOPER"** (which term or expression shall unless included by or repugnant to the subject or context be deemed to include its heirs, executors, administrators, legal representatives, administrators and assignees) party of the **THIRD PART.**

WHEREAS **(1)** one Dharendra Nath Bandopadhaya alias Direndra Nath Banerjee son of late Chandra Nath Bandopadhyay owned by purchase a total area of 1 Bigha 11 Kottah 00 Chittaks 42 Sq.Ft. (more or less) land with structures etc for valuable consideration from it's the then owner Md. Piyar Ali Sardar, by means of a deed of sale duly registered in the office of Sub-Registrar , Alipore Sadar, District 24 Parganas now South 24 Parganas vide Deed No.3896 for the year 1953 recorded in Book No.I, Vol No.65 Pages 204 to 207. The said property is situated at Mouza- Roynagar, J.L. No.47, Khatian No.428, Dag No.201, P.S. Then Tollygunge and now Bansdroni.

(2) The said Dharendra Nath Bandyopadhaya alias Direndra Nath Banerjee mutated him in the records of BLLRO and paid taxes in his name during his life time.

(3) The said Dharendra Nath Bandyopadhaya alias Direndra Nath Banerjee died intestate on 12.06.1955 leaving behind him his only one son Pundarikaksha Banerjee alias Pundarikakhya Bandopadhaya who died intestate on 03.08.1993 leaving behind his wife Smt Jyotsnamoyee Banerjee (since deceased) and 4 (four) sons and one daughter namely (1) Sri. Tapan Kumar Banerjee alias Sri Tapan Kumar Bandopadhaya,(son) (2) Sri. Swapan Kumar Banerjee (son) (3) Smt. Alpana Mukherjee (daughter), (4) Sri. Sovan Kumar Banerjee alias Sovan Banerjee (son) (5) Sri. Chandan Banerjee alias Sri Chandan Bandopadhaya (son),

(4) The said property came under the jurisdiction of Kolkata Municipal Corporation and has been mutated in the records of the Ward No.112, Street-Madhya Para, known as 39, Madhyapara , Assessee No.31-112-11-0039-7 of Kolkata Municipal Corporation , in the names of the Vendors herein (Postal Address being 235 Postal Park, Madhyapara, Roynagar, P.O. & P.S. Bansdroni, Kolkata – 700070).

AND WHEREAS the Vendors are absolutely seized and possessed or otherwise well and sufficiently entitled to the piece or parcel of Bastu land with dwelling house situated in a part of it being Kolkata Municipal Corporation, Ward No.112, 39, Madhyapara, Roynagar, P.S. Bansdroni, Kolkata – 700070 free from all encumbrances and liabilities whatsoever and the vendor also muted their names in BL&LRO office, Kasba, vide Memo no. 18/mut/4588/BLLRO/ATM/Kasba/17 dated 26.07.17, Memo no. 18/mut/4589/BLLRO/ATM/Kasba/17 dated 26.07.17, Memo no. 18/mut/4586/BLLRO/ATM/Kasba/17 dated 26.07.17, Memo no. 18/mut/4587/BLLRO/ATM/Kasba/17 dated 26.07.17, and Memo no. 18/mut/4590/BLLRO/ATM/Kasba/17 dated 26.07.17, respectively and vide M/C no.1042/17, M/C No.1045/17, M/C No. 1041/17, M/C No.1043/17 and M/C No. 1044/17 respectively and

whereas the Vendors for their lawful purposes declared to sale and after protracted negotiations and deliberations have agreed with the purchasers for the absolute outright sale to the purchasers of a duly demarcated part of the said premises measuring more or less 1 Bigha 00 Cottah 04 Chittaks 37 Sq.Ft. with a tin roofed semi pucca structure measuring an area more or less 720 sq.ft. and 2(two) out side toilets measuring an area of 104 sq.ft. standing thereon free from all encumbrances and more fully described in the Schedule mentioned below and hereinafter referred to as the "said property"

AND WHEREAS thereafter **(1)**Sri. Tapan Kumar Banerjee alias Sri Tapan Kumar Bandopadhaya, **(2)** Sri. Swapan Kumar Banerjee **(3)** Smt. Alpana Mukherjee wife of Sri Pradip Mukherjee, **(4)** Sri. Sovan Kumar Banerjee alias Sovan Banerjee **(5)** Sri. Chandan Banerjee alias Sri Chandan Bandopadhaya all son & daughter of Late Pundarikaksha Banerjee alias Late Pundarikakhya Bandopadhaya, residing at 235, Postal Park, Roynagar, P.O. Bansdrone, P.S. Bansdrone, Kolkata – 700070 sold and transferred a demarcated Bastu Land measuring more or less 20K-04Ch-37 Sft out of 31K-11 Ch-42Sft more or less Bastu Land along with a Tin roofed with cemented floor semi pucca building having an area of 720 sq.ft. more or less and 2(two) outside toilets having an area of 104 sq.ft. more or less about 12 years old separated out of Premises No.39, Madhyapara, Roy Nagar, P.O. & P.S. Bansdrone, Kolkata- 700070, Postal Address :- 235, Postal Park, Roy Nagar, P.O. & P.S. Bansdrone, Kolkata- 700070 , Ward No.112, Assessee No.31-112-11-0039-7 , comprising land area 1 (one) Bigha 11 (eleven) Kottah 00 (zero) Chittaks 42 (forty two) Sq.Ft. more or less , Mouza - Roynagar, Dag No.201, Khatian No.428, J.L. No.47, now P.S. Bansdrone, District - South 24 Parganas. to Sri Narayan Chandra Ghosh, Smt. Tapashi Ghosh, Sri. Subhajit Ghosh, and Sri. Arijit Ghosh by a registered Deed Of Sale and the said Deed was Registered at ASDR Alipore, on 11th August 2017 which was recorded in Book No-I, C D Volume No.1605-2017, Pages from138642 to 138677, being no. 160505083 with valuable consideration therein.

Thus Sri Narayan Chandra Ghosh, Smt. Tapashi Ghosh, Sri. Subhajit Ghosh, and Sri. Arijit Ghosh by dint of the aforesaid deed became the absolute owners of Bastu Land measuring more or less 20K-04Ch-37Sft demarcated with proper boundary including old dilapidated structure standing there on at Mouza: -Roynagar, Dag no.201, Khatian no.-428, J.L. no.-47, P.O. & P.S. Bansdroni, Ward no. 112 under Kolkata Municipal Corporation. Dist. 24-Parganas(S), Kolkata-700070 and are in peaceful enjoyment free from all encumbrances and hindrances whatsoever.

AND WHEREAS thereafter Sri Narayan Chandra Ghosh, Smt. Tapashi Ghosh, Sri. Subhajit Ghosh, and Sri. Arijit Ghosh applied for mutation at BL & LRO and got the mutation vide Memo no. -18/MUT/7086/BLLRO/ATM/Kasba/17 dated 28.11.17, vide Memo no.-18/MUT/7085/BLLRO/ATM/Kasba/17 dated 28.11.17 and vide Memo no. -18/MUT/7084/BLLRO/ATM/Kasba/17 dated 28.11.17, and vide Memo no. -18/MUT/7083/BLLRO/ATM/Kasba/17 dated 28.11.17, respectively reference M/C No. 2000/17, 2001/17, 2002/17 and 2003/17 respectively and also applied for Mutation at Kolkata Municipal Corporation and got the mutation and being its Corporation Premises No.39/1 Madhya Para and Corporation Assessee No. 31-112-11-0515-2 on their said bastu Land measuring 20K-04Ch-37 Sq.ft more or less and have been paying rates and taxes upto date. The premises is more fully described in the Schedule "A" here in below

AND WHEREAS thereafter the **First Party** herein Sri Narayan Chandra Ghosh, Smt. Tapashi Ghosh, Sri. Subhajit Ghosh, and Sri. Arijit Ghosh as lawful undivided un-demarcated owners are jointly desirous of developing the said bastu land measuring 20K-04Ch-37Sft more or less details mentioned in Schedule "A" herein under by doing construction of a multi-storeyed building containing residential flat/s & parking space/s as per plan

AND WHEREAS thereafter the said Sri Narayan Chandra Ghosh, Smt. Tapashi Ghosh, Sri. Subhajit Ghosh, and Sri. Arijit Ghosh jointly entered in to one Development Agreement on dated 23rd day of December 2019, with "**T.N. ASSOCIATE** " (PAN: AADFT8733E) a partnership firm having its office at 1901, Mukundapur , E-20, Sammilani Park, P.O.

Santoshpur, P.S.:- Survey Park, Kolkata-700075 , represented by its partners **(1) SRI NARAYAN CHANDRA GHOSH** (PAN : AGXPG8064F) son of Late Haran Chandra Ghosh , by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 and **(2) SMT TAPASHI GHOSH** (PAN :AGWPG7267K) wife of Sri Narayan Chandra Ghosh , by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park , P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075, to erect and or construct a multi-storeyed buildings comprising several flats & parking spaces at its own costs and expenses on the aforesaid RayatiDhakhaliSatta Bastu land measuring 20 K- 04Ch- 37Sft more or less under Mouza: -Roynagar, Dag no.201, Khation no.-428, J.L. no.-47, P.O. & P.S. Bansdroni, Ward no. 112 under Kolkata Municipal Corporation. Dist. 24-Parganas(S), Kolkata-700070 (fully describe at the Schedule-A below) to dispose the same by way of sale to the intending purchaser or purchasers of the said flat/s and parking space/s to be constructed thereon by said **"T.N.ASSOCIATE"** therein mentioned in the development agreement as **Promoter/ Builder/ Developer** as per agreement dated 23rd December 2019 as per sanction plan obtained in their names and on behalf of the said Sri Narayan Chandra Ghosh, Smt. Tapashi Ghosh, Sri. Subhajit Ghosh, and Sri. Arijit Ghosh from the Kolkata Municipal Corporation and the said Deed Of Development Agreement Registered on 23st December 2019 at A.D.S.R.- Alipore, 24-Parganas, recorded in Book no. -I, C.D. Volume No. 1605-2020, Pages from 87to 141 being No.160507399 for the year 2019 and the **Promoter/ Builder/ Developer** has agreed and undertaken to build at its own costs the said building/s and in conformity with the plan sanctioned by the Kolkata Municipal Corporation, with proper construction and all conveniences and amenities therein and to sell or dispose of the several flats / parking spaces / or independent units comprised therein to the intending purchaser/s on such terms as it may deem fit on ownership basis.

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

1. The **Promoter/ Builder/ Developer** and the **landowners**, herein the First Party, have entered into agreement with purchaser/s and other persons for sale of flats/units/parking spaces and the right in the said individual proportionate share in land and building on ownership basis free from all encumbrances whatsoever. The **First Part** of this agreement has also agreed to convey transfer the undivided and indivisible proportionate share or interest in the land to the purchaser or purchasers

2. The **Promoter/ Builder/ Developer**, being the Third Part have agreed to sell and the purchaser/s hereof have agreed to purchase a flat/parking space in the said new building and more fully described in Schedule 'B' hereunder written on ownership basis as herein mentioned together with proportionate undivided proportionate share or interest of land at the said premises and other common parts and area and equipment, fixtures and fittings of common utility in the said buildings free from all encumbrances whatsoever.

AND WHEREAS the Confirming Party, on behalf of Owners obtained the sanctioned Building plan from the Kolkata Municipal Corporation Vide Approved Building permit no. 2020110233 dated 26.11.2020 and as per the said sanction plan the said Promoter/ Builder / Developer has started construction of G+V storied building together with car parking space thereto on the land and premises described in Schedule 'A' hereunder written free from all encumbrances and expressed his/her/ their desire to sell out of all the flat / flats / car-parking space / car-parking spaces in the said premises.

AND WHEREAS the said building named or known as "**SANCTUM PALACIO**"

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

AND WHEREAS the Purchaser/s being so satisfied is/ are desirous of acquiring a **Flat** which is marked and identified as No. "....."onfloor, measuring....**sq.ft. Carpet** together with one **Car Parking Space** which is also marked and identified as **No. "....."** measuring carper area 134.55sq.ft. more or less on the Ground floor at project "**SANCTUM PALACIO**" (hereinafter referred to as "**The said Flat and Car Parking Space**") upon the terms and conditions hereinafter mentioned and offered **Rs..... (Rupees only)** as total consideration to which Third Part agreed.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the agreement for sale datedand in consideration of the sum of **Rs..... (Rupeesonly)** paid in full by the said Purchaser/s to the said party of the third part by several instalments on or before the execution of these presents (the receipt whereof the said party of the third part do hereby admit and acknowledge) and of and from the same and every part thereof the said party of the first part and third part do hereby grant, convey, transfer, assign and assure and discharge the said Purchaser/his/her/their heirs, executors, administrators and assigns all that RayatiDhakhalioSatta Bastu land measuring 20K- 04Ch- 37Sft more or less under Mouza: - Roynagar,Dag no.201, Khatian no.-428, J.L. no.-47, P.O. & P.S. Bansdronei, Ward no. 112 under Kolkata Municipal Corporation. Kolkata-700070 Dist. 24-Parganas(S which is morefully described in **Schedule-A** hereunder written.

AND the said party of the first part and the third part to their limit and extent of their respective right, title and interest do hereby grant, transfer, sell, convey, release, assign and assure the said Purchaser/s the proportionate undivided share of land in relation to the said flat and car parking space hereby sold, granted, transferred , conveyed , assigned and assured at Mouza: -Roynagar,Dag no.201, Khatian no.-428, J.L. no.-47, P.O. & P.S. Bansdronei, Ward no. 112, Premises no.39/1 Madhya Para under Kolkata Municipal Corporation. Kolkata-700070 Dist. 24-Parganas(S) ,as aforesaid and more fully and particularly described in the Schedule hereunder written with full and free right and liberty for the said Purchaser/s their tenants, servants, agents, visitors, and all persons authorized by the said Purchaser/s from time to time and all times hereafter and for all purpose connected with the use and enjoyment of the said flat and car parking spaces and also full and free right and liberty for the said Purchaser/s their heirs, successors in interest for the best use and enjoyment of the flat and car parking spaces as described in the second schedule hereunder **TOGETHER WITH** all other rights and liberties, easements, privileges, advantages, appendages and appurtenances whatsoever

belonging to the said flat and car parking space occupied or enjoyed, accepted required, deemed and known any part or parcel thereof appurtenant thereto and reversion or reversions remainder or remainder and all rents issues and profits thereof and all the right , title, interest, inheritance, use, trust, possession, property, claim and demand whatsoever of the said Vendors or into out of land of and upon the said flat and car parking space and every part thereof TO HAVE AND TO HOLD flat and car parking space as described in the second schedule hereunder written together with proportionate share of land underneath the said flat and car parking space at Mouza: -Roynagar,Dag no.201, Khatian no.-428, J.L. no.-47, P.O. & P.S. Bansdroni, Ward no. 112, Premises no.39/1 Madhya Para under Kolkata Municipal Corporation. Kolkata-700070 Dist. 24-Parganas(S),hereby granted sold, transferred , conveyed and confirmed, expressed and intended to be so and unto and to the use of the said Purchasers in the manner aforesaid and the said flat and car parking space as described in the second schedule hereunder written have not been encumbered or charged and the Purchaser/s theirheirs, successors, executors, administrators and assigns shall and may at all times and every time hereafter, peaceably and quietly possess and enjoy the said flat and car parking space and receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbances, claim or demand whatsoever from or by the said Vendors and the third part or any person or persons lawfully or equitably claiming from under or in trust for them.

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

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

a. Proportionate share with other flat owners jointly of Kolkata Municipal rates and taxes levied or to be levied hereinafter, maintenance and service charges and all other expenses and outgoings necessary and incidental to the use of the said property being Premises no.39/1 Madhya Para under Kolkata Municipal Corporation. Kolkata-700070 Dist. 24-Parganas(S), as laid down in Third Schedule hereunder written.

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

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

d. For the time being the Purchaser/s shall pay to the said party of the first part herein the sum to be decided by the party of the first part per month being their proportionate share of the KMC rates and taxes and maintenance and service charges of the said Premises no.39/1 Madhya Para under Kolkata Municipal Corporation. Kolkata-700070 Dist. 24-Parganas(S), till the said flat and car parking space are separately assessed by the Kolkata Municipal Corporation. The said sum is subject to variation and enhancement from time to time as and when occasion may arise.

e.

THE PURCHASER/S CONVENANT WITH THE OTHER TWO PARTIES AS FOLLOWS:-

1. The Purchaser/s shall punctually continue to pay at all times and every time to the party of the First Part herein or the Association or Committee or Society which may be formed later on monthly and every month within seven days of each calendar month the amount which may be assessed by the said Vendors or the Association or Committee or Society which shall be formed from time to time being the amount payable by the purchaser/s in respect of the said flat and car parking space sold to him/them till the said flat and car parking space are separately assessed and the proportionate share of KMC rates and taxes, maintenance and services and outgoings payable in respect of the entire Premises no.39/1 Madhya Para under Kolkata Municipal Corporation. Kolkata-700070 The Purchaser/s shall not do or cause to be done any act and deed whereby the security of the said building or the premises or any part thereof may be jeopardized.

- 2.** The Purchaser/s shall not store any inflammable, combustible or obnoxious and / or objectionable goods or materials in the flat and car parking space as described in the second schedule hereunder sold to them or any part thereof.
- 3.** The amount which is payable by the Purchaser/s to the party of the first part / society, monthly in every month in respect of the said flat and car parking space sold to them if remain unpaid the same shall form a first charge on their said flat and car parking space and user of common services shall be discontinued.
- 4.** Save and except, the right of access to the flat and car parking space and the right of ingress and egress through the said entrance to the said flat and car parking space hereto conveyed the purchasers shall have the right of use and enjoyments of facility in common with other flat owners peacefully in respect of the common portions and facilities at the ground floor of the said premises and shall not have any right or interest in respect of any other portion of the said premises.
- 5.** The Purchaser/s shall not object to any further construction addition and alterations by Owners in the said Premises or any part thereof subject to the observance of law applicable for such alterations and permission from the Kolkata Municipal Corporation. purchaser/s also agreed that the developer will have every right to change orientation of unsold flats as per their convenience and get the revised sanction from the competent authorities without any legal objection from any purchasers and the developer will have every right to change location, orientation , size and design of septic tanks, SU water reservoir , fire tanks , overhead reservoir, lift machine room as per the decision of the engineer-in-charge and get the revised sanction from the competent authorities without any legal objection from the purchasers and the purchasers will have no right to file suits in any court of law , forum or otherwise against it. The common areas in the building and / or the said premises will be used in common with the owner. The Promoter/ Builder / Developer will have every right to sell car parking spaces at ground floor to the intending purchaser / purchasers at their own discretion without any legal objection from the purchaser/purchasers.
- 6.** The Purchaser/s shall not make in the flat and car parking space hereby sold to them any structural alterations additions or improvements of a permanent nature without the prior approval in writing of the said Vendors or the Association or Committee or Society that may be formed later on.
- 7.** The Purchaser/s shall not use the common vacant space for stacking any materials thereon.

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

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

AND THAT THE PARTY OF THE FIRST PART AND THE THIRD PART DOTH HEREBY AGREE AND DECLARE AS FOLLOWS:-

1. The party of the first part and the third part and all person or persons lawfully or equitably claiming any estate, title , interest or inheritance into or upon the said flat and car parking space hereby granted, transferred, sold , conveyed or intended so to be or any part thereof shall or will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute and cause to be executed or done all such further acts , deeds and things for further acts , deeds and things further and more perfectly assuring the title of the said flat and car parking space hereof unto the Purchasers, their heirs , executors, administrators, representatives and assigns in the manner aforesaid as may be reasonably required.

2. The party of the first part and the third part declare that the said Premises no.39/1 Madhya Para under Kolkata Municipal Corporation. Kolkata-700070 ,has not yet been affected by any scheme of acquisition or requisition and the Vendors never received any Notice to that effect and the Vendors declare that the said flat and car parking space are not affected by any order or attachment or injunction of any Court or any other competent authority or authorities whatsoever.

3. That the Purchaser/s shall have every right to mutate her names and to get the said flat and car parking space (as shown in the plans attached herewith) separately assessed in the office of the Kolkata Municipal Corporation at his/their own cost and for the same, the First Party shall endorse and convey their consent or "No Objection", if required.

4. That the party of the first part and the third part shall co-operate with the Purchaser/s to arrange and install separate electric meter in the names of the purchaser/s from where the Purchasers shall enjoy the electricity for their said flat and car parking space purchased by him/her/them.

5. That the Purchaser/s shall have absolute right to use and enjoy the flat and car parking space hereby sold as absolute owners thereof with all rights to sell, transfer, convey gift and

mortgage the same against consideration to any third party as per his/her/their own choice and discretion, saddled, of course with the duties and obligation contained herein.

6. That the Purchaser/s shall not be liable for payment of any arrear of taxes, dues or outgoings prior to taking over the possession of the said flat and car parking space hereby conveyed.

-:THE FIRST SCHEDULE:-

(Description of the Property)

All that duly demarcated piece and parcel of BASTU land at Premises No.39/1, Madhya Para, Assessee No. 31-112-11-0515-2 , Ward No.112 under Kolkata Municipal Corporation, P.O. & P.S. Bansdroni, Kolkata- 700070, Mouza - Roynagar, Dag No.201, Khatian No.428, J.L. No.47, measuring 1 Bigha 00 (zero) Cottah 04 (four) Chittaks 37 (thirty seven) Sq.Ft. be the same or a little more or less along with a Tin roofed with cemented floor semi pucca building having an area of 720 sq.ft. more or less and 2(two) outside toilets having an area of 104 sq.ft. more or less about 12 years old .

The area is butted and bounded as follows:-

By the North :- Bank Gardens

By the South:- 19 ft wide KMC Road and Balance Property of the Vendors

By the East:- 234, Postal Park and Balance Property of the Vendors

By the West :- 236 , Postal Park and 237, Postal Park, Roynagar.

-: THE SECOND SCHEDULE - ABOVE REFERRED TO:-

(The Flat and car parking space hereby sold)

ALL THAT the said **Flat No. "....."**(Flooring - Vitrified Tiles) at **floor** of the building constructed at Ward no. 112, Premises no.39/1 Madhya Para under Kolkata Municipal Corporation. Kolkata-700070 Dist. 24-Parganas(S), Kolkata 700070 comprising(.....) bed rooms, 1(one) living dining room, 1 kitchen(pantry), 1 (one) toilet, 1 (one) W.C. 1(one) varandah measuring**sq.ft. Carpet Area** togetherwith one **Car Parking Space** being No. "....."measuring 134.55sq.ft. Carpet Area more or less on the Ground floor at **Project "SANCTUM PALACIO"**.as per enclosed layout/plan of the said flat and the said car parking space together with undivided proportionate share in the land beneath the building and undivided proportionate share in all common parts areas facilities and amenities together with right to use the various installation comprised in the said building in common with others.

:- THE THIRD SCHEDULE ABOVE REFERRED TO :-

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

1. Proportionate costs of maintaining, replacing, white washing, painting, rebuilding , decorating and the maintenance of the said building rain water pipes, gas pipes, sewerage and drains and equipment in order or upon the said building as enjoyed or used in common by the other occupiers thereof.
2. Proportionate costs of cleaning and lighting the entrance, lawns, parking space, passage landings, staircase and other parts of the said buildings as enjoyed or used in common by the occupiers thereof.
3. Proportionate cost of maintenance of light, pump, and other plumbing works including all other service charges for services rendered in common with all other occupiers of the said building.
4. Proportionate cost of insuring the said building against earth quake, fire, mob, damages and civil commotion etc.
5. The Proportionate share of Kolkata Municipal Corporation rates and other taxes both owner and occupiers and other outgoings etc. Payable in common for the said building till the said flat and car parking space are separately assessed by the Kolkata Municipal Corporation and or any other competent authorities.
6. The Proportionate share of all electric charges payable in common user for the said building.
7. The Proportionate rent payable to the Collector, 24 Parganas (South).
8. The Proportionate share of such other expenses printing and stationery as well as litigation expenses incurred in respect of any dispute with the KMC Kolkata Improvement

Trust or any other local authority or Government and with Insurance Company in relation to the same as are deemed by the said owners or the said party of the Third Part or the Ad-hoc Committee, Society or the Association (that may be formed later on) to be necessary and incidental to the maintenance and up-keep of the said building and premises.

:- THE FOURTH SCHEDULE ABOVE REFERRED TO :-

(COMMON AREAS AND FACILITIES)

1. Sweepers / maintenance staff shall however have access to common open space for maintenance or building only.
 2. Septic Tank, underground and overhead water reservoirs along with the plumbing and Electrical fittings affixed the rate, drainage system etc. in common area of the said building and lift facility.
 3. Motor Pump and pump room in common areas of the said building.
 4. Land , main entrance , roof , passage, lobby, parapet wall, pipes, drains, sanitary pipes, drainage and sewerage, motor and pump, water tank, overhead and underground water tank, water pipe and other common plumbing, rain water pipe drains, sewerage, main-water connection from the Corporation to the underground reservoir, main water delivery pipes lines from underground reservoir to overhead water tanks, all distribution pipe lines to kitchen and toilets of different units flats and / or common portions.
 5. Only general lighting of the commons portions shall be provided but the purchasers shall share electric consumption charges, proportionately.
 6. Main electric distribution board with electric wiring and electric meter, water and sewerage evacuation pipes from the flat / units to main drains and sewers common to the building, water reservoir pipes lines but all maintenance charges for common electric light and all common amenities will be shared by the purchasers, proportionately.
- N.B.:- Maintenance costs including repairs / replacement and salary of staff etc. shall be borne by the purchasers / occupiers pro-rata based on measurement of their respective area of occupancy.

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

SIGNED, SEALED AND DELIVERED

At Kolkata in the presence of :

WITNESSES:-

1)

SIG. OF THE FIRST PARTY (OWNERS)

2)

SIG.OF THE PRUCHASER/S

**SIG.OF THE THIRD PARTY
(Promoter/ Builder/ Developer)**

Drafted by :

Advocate

Typed by me :

MEMO OF CONSIDERATION

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

| Sl. | <u>Cheque</u> | <u>Date</u> | <u>Bank</u> | <u>Amount(Rs.)</u> |
|------------|----------------------|--------------------|--------------------|---------------------------|
|------------|----------------------|--------------------|--------------------|---------------------------|

No. No.

TOTAL Rs.....

(Rupees only)

WITNESSES:-

1)

2)

SIG. OF THE Promoter/ Builder/ Developer

Typed by me :

T. N. ASSOCIATE

Narayan Chandrasekhar

Partner