

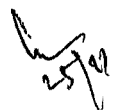
## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the ..... day of ..... **Two Thousand** .....

### **BETWEEN**

**1. SRI PRODYOT BANERJEE (PAN AKZPB0501A)**, son of Late Nripendra Nath Banerjee, by faith Hindu, by occupation Business, residing temporarily at 15/1, Rajani Kanta Roy Chowdhury Lane within Police Station A.J.C. Bose Botanic Garden formerly Shibpur, Post Office Botanic Garden, District Howrah, Pin-711 103, **2. SRI SAYANTAN BANDYOPADHYAY (PAN ADKPB7361E)**, son of Late Nripendra Nath Banerjee, by faith Hindu, by occupation Service, residing permanently at 50/A, College Road (now known as Dr. A.P.J. Abdul Kalam Sarani), within Police Station A.J.C. Bose Botanic

*Contd. P-2*

  
25/02

Garden formerly Shibpur, Post Office Botanic Garden, District Howrah, Pin-711 103, hereinafter collectively called and referred to as the **VENDOR / FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives, and/or assignees) of the **FIRST PART** represented herein by their Constituted Attorney **SRI TAPAN KUMAR BANERJEE (PAN AFWPB3119E)**, son of Late Guru Sharan Banerjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at 46, College Road, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah - 711 103.

**AND**

**TECHNICIANS' GUILD PVT. LTD., (PAN AABCT8498D)** a Company incorporated under the Companies Act, 1956, having its registered office at 46, College Road, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah-711 103 hereinafter called and referred to as the "**DEVELOPER / CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-office, legal representatives and/or assignees) of the **SECOND PART** represented herein by its Director **SRI TAPAN KUMAR BANERJEE (PAN AFWPB3119E)** son of Late Guru Sharan Banerjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at 46, College Road, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah-711 103.

**AND**

(1) ..... (PAN ..... ) son of ....., by faith Hindu, by Nationality Indian, by occupation ....., (2) ..... (PAN ..... ) wife of ....., by faith Hindu, by Nationality Indian, by occupation ....., both residing at ..... hereinafter jointly called and referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives, nominees and/or assignees) of the **SECOND PART**.

**DEFINITIONS :**

In this Indenture the terms or expressions used herein shall unless they be contrary and/or repugnant to the subjects or contexts have the following meanings :-

1. **LAND** : Land shall mean free hold 'Bastu' land situated at Howrah Municipal Corporation Holding No. 18, College Road (now known as Dr. A.P.J. Abdul Kalam Sarani) within the jurisdiction of Howrah Municipal Corporation Ward No. 38, Police Station at present A.J.C. Bose Botanic Garden but formerly Shibpur, District Howrah, Settlement Khatian Number LR-69, 193, 328 & 396, Mouza Shibpur, Dag Numbers LR-57, Sheet Number 152.

Area of land as per Purchase Deed – being number 1363, Book Number I, Volume Number 23, Pages 205 to 210 dated 10.07.1940 is 10 Katha 12 Chittack that is 7740 Sft. but area of Land as available by Physical Survey is 10 Katha 5 Chittack 40 Squarefeet that is 7465 Sft.

2. **VENDOR** : VENDOR shall mean jointly the following persons having variable shares in the property 1. SRI PRODYOT BANERJEE, 2. SRI SAYANTAN BANDYOPADHYAY.

3. **DEVELOPER** : DEVELOPER shall mean the Company named TECHNICIANS' GUILD PVT. LTD., represented herein by its director Sri Tapan Kumar Banerjee son of Late Guru Sharan Banerjee.

4. **PRUCHASER** : PURCHASER shall mean the Purchaser/Purchasers of a Unit/Flat/ Apartment and include.

In case of an individual his/her/their heirs, legal representatives, executors, administrators and assignees AND/OR.

In case of a Partnership Firm the Present Partners and such other person or persons who may be taken in or admitted in the firm as Partner or Partners and their respective heirs, legal representatives, executors, administrators and assignees and shall exclude such other

partners who shall by the due process of law cease to be Partners of the Partnership Firm, AND/OR.

In case of a Company, its successors or successors-in-interest and assignees AND/OR.

In case of a trust, the trustees for the time being their successors-in interest and assignees.

5. **BUILDING** : BUILDING shall mean the multi storey building to consist therein Several Flats/Apartments/Units for Residential purposes and Car Parking Spaces, together with all Common Areas and Common Facilities.

6. **FLAT/APARTMENT/UNIT** : It shall mean the demarcated and self contained portions of the building in any floor having direct exit to a Stair landing or Lobby which through the Stairway or Lift provides access to the Street outside the Building Premises and the same together with undivided proportionate share/interest in the Land beneath the building and other common areas and common parts etc. forms a Flat or Apartment or Unit for use for Residential purpose.

7. **GARAGE/PARKING SPACE** : It shall mean the open or covered space for Parking Car independently at Ground or within Ground Floor, enclosed by massonry work or not, suitable for parking of Cars which together with undivided proportionate Share in the Land, Common Area, Common Parts forms a Garage or Parking Space.

8. **COMMON AREAS & COMMON PARTS** : The area within the building falling outside the demarcated area of the Flats in every floor and intended to be used by all the Flat owners in the building will be said to be the Common Area and Common Part within the building such as Stairway with Landing, Lobby at all floor, Lift and Lift well, Landing, Lobby at all floor, Staircase Head Room, Lift Machine Room, Roof etc.

The area outside the covered area of the building specified for the common use of the Flat owners and for erection of various service facilities and equipments for providing Common Services for the Flat Owners is said to be the Common Area and Common Parts such as Passage, Walk way, Drive way, Drainage, Septic Tank, underground Water Reservoir, Overhead Reservoir, Electricity Service Installation, Water Supply and distribution installation etc.

9. **BUILT UP AREA** : BUILT UP AREA shall mean and include the area measured at Floor level in any Unit taking external dimensions on all sides of the Unit save walls separating one Unit from other of which 50% thickness is to be taken into account.

10. **CARPET AREA** : Carpet area shall mean the area of floor inside the flat taking the dimension from wall to wall.

11. **UNDIVIDED PROPORTIONATE SHARE** : It shall mean the proportionate share of each Flat in the total undivided area provided within the building and exterior of the building, specified for Common use by all the Flat owners in the Building.

It shall also mean the proportionate contribution of each Flat in the total expenses incurred for maintenance of Common Services for all the Flat owners.

12. **PLANS** : The PLANS shall mean and include the Drawings showing Floor Plan, sectional views, Elevation, Structural details, other constructional detail for Storage Tanks, Septic Tanks, Drainage etc.

13. **COMMON EXPENSES** : It shall mean the amount spent for every Common purposes such as expenses for maintaining and repairing of all Common area and Common Parts and running Electric Pump and Generator Sets, lighting Common area, repair, renewal cleaning etc. for Drainage, Pipe line etc. and any other expenses required to be made for protecting the Common interest of all the Flat owners.

14. **HOLDING ORGANISATION** : It shall mean the organisation in the form of Association of Flat owners or Syndicate of Flat owners, Society or Company constituted by all the Flat owners for maintenance and management of Common Services and Common affairs.

15. **SERVICE CHARGES** : It shall mean the proportionate amount of contribution payable by every flat owner to meet up the Common expenses.

16. **CONSULTANT** : Consultant shall mean the person or organisation holding Registration or Licence issued by Howrah Municipal Corporation and is sufficiently competent to supervise the technical aspects of construction work including Designing and Drawing, whom the Developer may appoint from time to time.

17. **AGREEMENT FOR SALE OF FLATS** : It means the document executed by Vendor, Developer and Purchaser of the Unit to incorporate the terms and conditions of Sale of a Unit or Flat to the respective Purchaser.

18. **TRANSFER BY DEED OF SALE** : It means the document executed and signed for registration by Land owner or Vendor, Developer and Purchaser of Units/Flats in the concerned Office of the District Registrar or Sub Registrar to effectuate duly transfer of rights, title, interest, claims, demands whatsoever, easements etc. of the Land owner / Vendor, Developer in favour of the Purchaser.

**WHEREAS**, one Sarojini Debi widow of Late Jagindra Nath Bandopadhyay purchased by a Sale Deed written in Bengali, a plot of land measuring 10 (ten) Kothas 12 (twelve) Chittack more or less together with building situated within Howrah Municipality Holding No. 18, College Road (now known as Dr. A.P.J. Abdul Kalam Sarani), P.S. Shibpur, District Howrah from one Smt. Mokshada Bala Roy, wife of Sri Lalit Mohan Roy Karmakar. The Sale Deed was registered in the office of the District Sub Registrar, Howrah which was recorded in Book No. I, Volume No. 23, Pages 205 to 210 being No. 1363 on date 10.07.1940.

**WHEREAS**, Sarojini Debi since purchase had been enjoying the said property with her family members by mutating her name in the Records of Rights and on making payments of taxes to the appropriate authorities.

**WHEREAS**, while in possession of the said property Sarojini Debi died leaving behind as successor, her only son Nripendra Nath Banerjee to inherit the said property. Thus after the death of Sarojini Debi Nripendra Nath Banerjee became the absolute owner of the property.

**WHEREAS**, Nripendra Nath Banerjee mutated his name in Records of Rights as owner and occupier and had been enjoying the property with his wife and children, making payment of taxes to the concerned authorities.

**WHEREAS**, while in absolute physical possession Nripendra Nath Banerjee died on 9th July, 1967 leaving behind him his Successors Ruby Banerjee and Krishna Banerjee two unmarried daughters, Prodyot Banerjee and Sayantan Bandyopadhyay – two sons and widow Amala Banerjee to inherit the said property in equal share each.

**WHEREAS**, the Successors named above of Late Nripendra Nath Banerjee, became the joint owner of the property and mutated their names in the office of the Howrah Municipal Corporation and Land Reform Department as owners and occupiers.

**WHEREAS**, Ms Ruby Banerjee, Ms Krishna Banerjee, Sri Prodyot Banerjee, Sri Sayantan Bandyopadhyay and Amala Banerjee while seized and possessed of, divided the said property into two unequal parts which were later recorded in the office of the Howrah Municipal Corporation as Holding number 18 and 18/1, College Road.

**WHEREAS**, while in possession in the property Amala Banerjee settled her 1/5th undivided share in the property at 18 and 18/1, College Road in favour of her two unmarried daughters Ms Ruby Banerjee and Ms Krishna Banerjee vide a 'Deed of Settlement' registered in the office of the District Registrar, Howrah on 30th day of December, 1988, which was recorded as Being No. 6322 in Book No. I, Volume No. 15, Pages from 309 to 317 of 1988.

**WHEREAS**, a portion of the property being land measuring 2 Katha 12 Chittack 30 Square feet was recorded as Holding number 18, College Road and remaining portion being land and two storied building was recorded as Holding number 18/1, College Road in the office of Howrah Municipal Corporation.

**WHEREAS**, Sri Prodyot Banerjee out of his love and affection for his younger brother transfered his undivided 1/5th Share in the land at 18, College Road Holding to Sri Sayantan Banerjee by a 'Deed of Gift' registered in the office of the District Sub Registrar Howrah on 18.08.2006, the said Deed being No. 6234.

**WHEREAS**, Amala Banerjee died on 10.04.1993 leaving behind her Settlers Ms Ruby Banerjee and Ms Krishna Banerjee to inherit the undivided 1/5th Share of the deceased in equal Share, with the effect of the Deed of Settlement.

Thus, the Share holding in the property was as stated below ; –

1. Ms Ruby Banerjee : 1/5th Share in 18 and 18/1, College Road Holding & 1/10th Share of her mother in 18 and 18/1, College Road. Total : 3/10 Share.
2. Ms. Krishna Banerjee : 1/5th Share in 18 and 18/1, College Road Holding & 1/10th Share of her mother in 18 and 18/1, College Road. Total : 3/10 Share.
3. Sri Prodyot Banerjee : 1/5th Share in 18/1, College Road Holding.
4. Sri Sayantan Bandyopadhyay : 1/5th Share in 18 and 18/1, College Road Holding & 1/5th Share of Prodyot Banerjee in 18, College Road.

**WHEREAS**, out of total area of 10 Kottahs 12 Chittacks -area of land recorded in Holding number 18, College Road was 2 Katha 12 Chittacks 30 Sq.ft. that is 2010 Sq.ft. and area recorded in 18/1, College Road Holding was 7 Katha 15 Chittacks 15 Sq.ft. that is 5730 Sft.



Based on above, area of land in individual Share stands as follows ; –

1. Ms Ruby Banerjee : 3/10 Share in total area of land in both holding that is 2322 Sft.
2. Ms. Krishna Banerjee : 3/10 Share in total area of land in both holding that is 2322 Sft.
3. Sri Prodyot Banerjee : 1/5th Share in 18/1, College Road Holding that is 1146 Sft.
4. Sri Sayantan Bandyopadhyay : 1/5th Share in both Holding that is 1548 Sft. and 1/5th Share of his brother in Holding No. 18, College Road that is 402 Sft. aggregating 1950 Sft. in both Holdings.

**WHEREAS**, MS Ruby Banerjee and Krishna Banerjee gifted their Share in the property at both the Holdings to their youngest brother Sri Sayantan Bandyopadhyay vide a Deed of Gift being Deed No. 4573 which was duly registered in the Office of the ADSR Howrah on date 31.05.2012.

Thus by virtue of the said Deed of Gift Sri Sayantan Bandyopadhyay became entitled to 4/5th Share in the 18/1, College Road Holding and absolute owner of entire 18, College Road Holding.

Thus the Share holding in the property stands as follows ;

Sri Prodyot Banerjee – 1146 Sft. and Sri Sayantan Bandyopadhyay – 6594 Sft.

**WHEREAS**, the building standing upon 18/1, College Road Holding became old in age and needed to be renovated. Staying inside the building for all the cosharers became difficult. In such situation the owners jointly decided to develop a new building upon the land at 18 and 18/1, College Road Holding through an experienced Promoter / Developer who can build up a housing project and offer accommodation to the owners in the form of Flats in the proposed building in lieu of the value of land.

**WHEREAS**, based upon such decision the owners herein requested Sri Tapan Kumar Banerjee – Director of Technicians’ Guild Pvt. Ltd. to undertake the development work upon their land and proposed the basic terms of the Development.

**WHEREAS**, Sri Tapan Kumar Banerjee on behalf of the Developer Company accepted the proposal of the owners and agreed to undertake the project of developing a multi storey building on the land of the owners.

**WHEREAS**, the VENDOR and the DEVELOPER both then executed an Agreement For Development incorporating the terms and conditions as settled between them. The said Agreement was registered in the office of the Additional District Sub Registrar, Howrah on 17.04.2015 which was recorded in Book No. I and Deed No. 01814/2015.

**WHEREAS**, the VENDOR also executed a General Power of Attorney in favour of the Director of the Developer Company Technicians’ Guild Pvt. Ltd. which was registered in the Office of the Additional District Sub Registrar, Howrah on 17.04.2015 and was recorded in Book No. 1, CD Volume Number-4, Pages from 3003 to 3014, Deed No. 01815 for the year 2015.

**WHEREAS**, the DEVELOPER completed the process of mutation and amalgamation of the two holdings 18 and 18/1, College Road in the Department of Howrah Municipal Corporation and obtained one holding number 18, College Road against the total property. Thus the names of the present owners that is the Vendor has been mutated in the office of Howrah Municipal Corporation.

**WHEREAS**, the DEVELOPER also obtained mutation of name of the Vendor in the office of Land and Land Revenue Department.

**WHEREAS**, the DEVELOPER also obtained NO OBJECTION CERTIFICATE from the competent authority, from the Department of Urban Land Ceiling for demolition of old building and construction of new building.

**WHEREAS**, the DEVELOPER as per terms and conditions of the Agreement prepared the Building Plans and obtained Sanction from Howrah Municipal Corporation authorities – the Sanction number being BRC No. 59/16-17 Date 28.6.2016.

**WHEREAS**, the Developer having received the Building Plan Sanctioned, demolished the old building and commenced construction work of the building on 20.10.2017.

**WHEREAS**, the Purchaser herein interested to acquire a Flat and Car Parking Space approached the Developer, inspected the Plans and Specifications and entered into an Agreement For Sale with the Vendor and Developer on 17.04.2015.

**WHEREAS**, the Developer has completed construction work of the building and is in a position to offer possession of the Flats and Car Parking Spaces in the building to the respective Purchaser and execute the Deed of Conveyance in favour of the Purchasers.

**WHEREAS**, the Purchaser herein has agreed to purchase and the Vendor and the Developer both have agreed to sell all that Flat No. .... at ..... Floor and a covered Car Parking Space No. .... at Ground Floor at the Premises Number 18, College Road now known as 18, Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. Botanic Garden, District Howrah 711 103 together with the undivided, impartable proportionate share of the land and common areas and common facilities to be enjoyed jointly with other Flat Owners, hereinafter mentioned and described in the SECOND SCHEDULE and THIRD SCHEDULE written hereunder and hereinafter to as the said Unit/Flat and the covered Car Parking Space at and for the Price of Rs. ..../- (Rupees ..... only) which includes cost of undivided proportionate share of land, cost of the Flat measuring Super Built up area ..... Sq.ft. and Carpet area ..... Sq.ft. and cost of covered Car Parking Space

measuring area ..... Sq.ft. and proportionate cost of development of all common area, common parts and common amenities provided within the building and mentioned in detail in FOURTH SCHEDULE herein free from all encumbrances but nevertheless subject to terms and conditions, stipulations, covenants and restrictions mentioned in the several Schedules hereunder written and the Confirming Party agrees to confirm it and the Purchaser has agreed to purchase the said Flat and Car Parking Space for the said price before the execution of this presents.

**NOW THIS INDENTURE WITNESSETH as follows :-**

1. In pursuance of the said agreement dtd. .... and in consideration of the said sum of Rs. ..../- (**Rupees .....** only) of the lawful money of Union of India well and truly paid up by the Purchaser to the Vendor/Developer the receipt whereof the Vendor/Developer do hereby as well as by receipt hereunder written admit, acknowledge and confirm and for ever discharge, acquit and release the purchaser of the same and every part thereof the Vendor and the Developer do hereby indefeasibly grant, convey, transfer, sell, assure and assign unto the Purchaser **ALL THAT Flat No. '.....' at ..... Floor and a Covered Car Parking Space No. '.....' at ..... Floor** together with undivided proportionate share and interest in land and all common area and common parts within the Premises No. 18, College Road now known as 18, Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District-Howrah morefully explained in **SECOND & THIRD SCHEDULE** which has been erected and built on the said land morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereafter referred to as the said unit free from all encumbrances, charges, claims, demands, liabilities, attachment whatsoever together with rights to use in common with the Owners and Lawful occupiers of other flats and portions of the said premises, the entrance, stairs, Lift, sewers, watercourses, fixtures and fittings, gas, telephone lines **AND** all manners of former and other rights, liberties, privileges, easements and benefits whatsoever to the said Flat, hereditaments and premises belonging to or otherwise appurtenant thereto or usually held or enjoyed therewith or reputed to belong to or appurtenant thereto **AND** the

Reversion or Reversions, Remainder or Remainders and their Rents, Issues and Profits thereof and all the estate, right title and interest in or upon the said premises and every part thereof and all documents and writings and other evidence of title which exclusively relate to the said premises or any part thereof which now are or heretofore were or may be in the custody, powers or possession of the Vendor or in the custody, power or possession of any person from whom they can procure the same without action or suit, **TO HAVE AND TO HOLD** the said Flat and to the use of the Purchaser absolutely and forever as and for an indefeasible title or inheritance fee simple in possession, free from all encumbrances, charges, claims, demands, lispendens and attachments whatsoever but nevertheless subject to the terms, covenants, stipulations and restrictions mentioned in several Schedules hereunder written.

**2. THE VENDOR / DEVELOPER HEREBY CONFIRMS** the recitals and the transfer made by and under these presents.

**3. THE VENDOR / DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER** as follows :

i) That the Vendor/Developer has good rightful power and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Flat and covered Car Parking Space hereby granted, sold, transferred, assigned and assured or expressed or intended so to be free from all encumbrances and liabilities whatsoever in the manner aforesaid according to the true intent and meaning of these presents.

ii) And that the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly hold, possess and enjoy the said Flat and covered Car Parking Space hereby granted, sold and conveyed and to receive and take the rents, issues and profits thereof and every part thereof without any lawful acts, suit, hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the vendor / developer or any other person or persons lawfully or equitably claiming from under or in trust for them.

iii) And that the Vendor / Developer shall make and keep the property free and clear and freely and clearly and absolutely acquitted, exonerated, discharged or released at their costs and expenses and also well and sufficiently saved, defended, kept harmless and indemnified from and against all former and other estates, mortgages, liens, lispens, claims, demands, attachments, debts, liabilities and encumbrances whatsoever and also give their consent and approval whenever necessary in connection with getting electricity connection, telephone connection and all other amenities and facilities.

iv) And further the Vendor / Developer and all other persons having or lawfully or equitably claiming any estate, right, title, interest, property, claim or demand whatsoever into or upon the said premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended to be so or any part thereof from, through or under or in trust for them will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts, deeds, matters and things for further better and more perfectly and satisfactorily granting, transferring and assuring the said premises and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

v) **THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR / DEVELOPER** that they will not claim any right or interest in respect of any other unit in the said Premises No. 18, College Road now known as 18, Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District-Howrah save and except the said Flat and Covered Car Parking Space which has been conveyed to them and they will observe, perform and comply with all the terms, covenants, stipulations and restrictions mentioned in the several Schedules written hereunder and they will regularly pay to the Holding Association as service/maintenance charges which is variable and subject to revision from time to time and as long as the said Flat and Covered Car Parking Space is not separately assessed by the Municipality, will pay towards proportionate share of Municipal tax payable for the said entire building.

vi) The properties and the rights hereby conveyed to the Purchaser including these arising out of these presents shall be one lot and shall not be partitioned or dismembered in parts or part in any manner.

vii) The Purchaser shall be entitled to sell, transfer, assign, dispose of, let out or part with possession of the said Flat and Covered Car Parking Space without any obligation whatsoever on the part of the Vendor/ Developer or the Co-owners like all immovable properties.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE LAND)**

**ALL THAT** the piece and parcel of Bastu Land measuring area as stated below ;

Area of Land as per Deed when purchased :- 10 Kathas 12 Chittack area of Land at Holding Number 18, College Road (now known as 18, Dr. A.P.J. Abdul Kalam Sarani).

Area of Land in physical possession now :- 10 Katha 5 Chittacks 40 Squarefeet.

The said Plot of Land and Building is situated at Howrah Municipal Corporation Holding Number 18, College Road now known as 18, Dr. A.P.J. Abdul Kalam Sarani, Police Station A.J.C. Bose Botanic Garden but formerly Shibpur, within Howrah Municipal Corporation Ward Number 38, Settlement Khatian Number LR-69, 193, 328 & 396, Mouza Shibpur, Dag Numbers LR-57, Sheet Number 152 butted and bounded as follows :

ON THE NORTH: 17 + 17B, College Road (now known as Dr. A.P.J. Abdul Kalam Sarani).

ON THE SOUTH: Holding No. 19 & 19/1, College Road now known as Dr. A.P.J. Abdul Kalam Sarani.

ON THE EAST : College Road now known as Dr. A.P.J. Abdul Kalam Sarani.

ON THE WEST : Swarnamoyee Khal.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of the Flat sold to the Purchasers herein)**

**ALL THAT** the Residential Flat known as Flat No. '.....' at ..... **Floor** in the Building measuring **Super built up area** ..... **Sq.ft.** and **Carpet area** ..... **Sq.ft.** finished with **Tile Flooring**, containing ..... Bed Rooms, Living and Dining Room, Kitchen, Two Toilets and Balcony together with undivided proportionate area of staircase, lobby, landings, Lift etc. and other areas and common facilities attached to the flats and the building at Premises No. 18, College Road now known as 18, Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden within the limit of Howrah Municipal Corporation together with the undivided and impartable proportionate share in the said land described in the **First Schedule**.

The above said Flat is sold hereby to the Purchaser at a value of **Rs. ....**/- **(Rupees ..... only)**.

A floor plan or map of the said Flat/Apartment/Unit is annexed herewith and shown therein in "**RED**" border.

The said flat/apartment is butted and bounded in the following manner :-

- ON THE NORTH** : .....
- ON THE SOUTH** : .....
- ON THE EAST** : .....
- ON THE WEST** : .....

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Description of the covered Car parking space sold to the Purchaser herein)**

**ALL THAT** a covered Car Parking Space marked as '.....' at **Ground Floor** measuring an area ..... **Sq.ft.** with **Cemented Flooring** situated within Premises No. 18, College Road now known as 18, Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden within the limit of Howrah Municipal Corporation together with the undivided and impartable proportionate share of the said land described in the **First Schedule**.

The above said Covered Car Parking Space is sold hereby to the purchaser at a value of **Rs. ....**/- **(Rupees ..... only)**.

The said Covered Car parking space is butted and bounded as follows and has been shown in **RED Border** in the attached plan.

- ON THE NORTH** : .....
- ON THE SOUTH** : .....
- ON THE EAST** : .....
- ON THE WEST** : .....



**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common areas and common parts Appurtenant to the unit)**

1. Entrance Lobby.
2. Staircase, Lift and Landings and Corridor on all the floors.
3. Staircase Head Room, Lift m/c. Room & Roof/Terrace.
4. Rising Main Electrical lines from CESC installation to the D.B. inside the unit.
5. Electrical control Main Switch & Meter.
6. Main lines for Telephone & Antenna.
7. Electrical wiring, Switch Boards etc., for lighting in Staircases, landings & Roof/  
Terrace.
8. Overhead Water Storage Tanks.

**(COMMON AREAS AND COMMON PARTS OUTSIDE THE BUILDING)**

1. Open Passage from the Municipal Road to Lobby and Staircase Entry.
2. Open area at Front, sides & Rear of the Building.
3. Boundary wall and Gate at entry to the premises.
4. Electricity Service installation, Electrical wirings for open area lighting & pump  
operation.
5. Septic Tank.
6. Underground sewage and storm water and waste water drainage & Surface Drain.
7. Water distribution Network including Pumpset.
8. Semi underground Water Storage Tank & Pump Room, Tube well.
9. Sewage, Sullage & Storm Water outlet pipes on the exterior faces of the building.
10. Fire fighting system.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(MAINTENANCE OF COMMON PORTIONS, COMMON AREAS, COMMON PARTS AND COMMON FACILITIES)**

1. The RCC Frame structure from Foundation to Roof, peripheri walls, lobby, corridors, stairs, passages, entrance and exit through the gate fixed on the Boundary wall, open areas on all sides of the building.
2. The underground & overhead water reservoir, septic tank & drainage, pumps and motor with electrical installation, pipes and in general, all apparatus and installations existing for common use.
3. The roof and parapet walls of the building, Lift Well & Lift Machine Room, all open area surrounding the building.
4. Common Services, such as water supply, running of Lift, installing and running of pump, lighting and cleaning of the common areas etc.
5. Such other common facilities as may be specifically provided for.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(COMMON EXPENSES)**

1. The expenses of maintaining, repairing, re-decorating (without affecting the RCC Frame Structure & elevation) of the main structures with roof and the outer faces of the building and in particular the shutter, rain-water, soil and other pipes and electric wires in under or upon the building to be enjoyed or used in common with the Occupiers / Purchasers of other flats and the main entrance, passages, landings, lift and stair-case of the building enjoyed in common with the Occupiers / Purchasers of the other flats in the said building.

2. Proportionate share of Municipal Taxes (both Owner's and Occupiers share) including surcharges, commercial taxes and other taxes, outgoings, levies and impositions from the date of making over possession of the said Flat and covered Car Parking Space to be borne by the Purchaser till the said Flat and covered Car Parking Space of the Purchaser is separately assessed.

3. The cost of repairing, maintaining, cleaning and lighting the passages, landings, stair-cases etc. and the other parts of the building.

4. The salaries of Jamadars, Care-takers, durwans, office clerks, bill collectors, Chowkidars, Sweepers, Electricians, Plumbers and other employees.

5. The cost of working and maintenance of pump, common lights and services.

6. All expenses of common services and in connection with common areas and facilities.

7. Insurance of the building against earth-quake, fire, violences, riots and other natural calamities, if such insurance is made.

8. Such other expenses as are necessary and incidental to the maintenance and up-keep of the premises to be decided by the Holding Organisation.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO :**

**(EASEMENT)**

1. The common areas, common parts and common facilities mentioned in the FOURTH & FIFTH Schedule hereto shall at all times to be held jointly by the Owners and/or occupiers of the different portions of the said premises and shall be used and enjoyed by them in common amongst themselves and no owner or occupier of any floor and/or flat and/or space in the said premises shall be entitled to make a partition or division thereof or claim to have any exclusive or special right to any portion thereof, no owner or occupier of any portion of the said premises shall use or allow to be used any part of the common area.

2. The Purchaser shall not use the said Flat for any purpose whatsoever other than residential purpose and shall not use the said Flat or apartment in such manner as may cause or likely to cause nuisance or annoyance to the owners and/or occupiers of any other Flat and/or apartment in the premises.

3. Each owner or occupier of Flats or Parking space in the premises shall use the said common areas and facilities for the purpose they are intended without hindering or encroaching upon the same or upon the lawful rights of owners and occupiers of other Flats and/or Parking spaces in the premises.

4. The management and control of the said plot of land and the said five storied building blocks shall remain vested in the Holding Organisation to be formed by the owners of the flats of the building as per provisions of the Bye Laws of the Holding Organisation.

5. It is obligatory upon the purchaser of the said flat/unit to make payment of the liabilities herein before mentioned to the said Holding Organisation to whom the control and management for the maintenance of the common areas of the premises shall remain vested.

6. The Purchaser will have to pay in advance during the first week of each month their proportionate share of taxes and other outgoing and expenses mentioned in the Sixth Schedule hereto.

7. Upon the Municipal rates payable in respect of the said premises being apportioned and separate rate bills in respect of apportioned share (both owner's and occupiers' shares) in respect of their Flat and/or Parking Spaces being issued by the Municipality and also upon the said Flat and/or Parking Spaces being separately assessed by the Howrah Municipal Corporation and separate bills being issued, the liability of the Purchaser for payment of Municipal tax as mentioned in the Sixth Schedule hereto shall cease. The

Purchaser shall however regularly and punctually pay all such rate bills and keep the Association of the Flat/apartment owners secured therefrom and the purchaser shall go on paying the monthly maintenance charges regularly.

8. The Purchaser shall at their cost maintain the said Flat/apartment in proper states of repair and shall abide by all laws, bye-laws and rules and regulations as per provisions of the West Bengal Apartment Ownership Act, 1972.

9. The Vendor / Developer shall after final disposal of the Building hand over the management and control of the common areas of the said premises and flats to the Holding Organisation to be formed by the Flat owners.

10. The Purchaser shall from time to time and at all times keep the said Flat in good state of repairs and shall whenever necessary support and protect the same at their own cost.

11. The Purchaser shall not at any time demolish or damage or allow to be demolished or damaged any portion of the said flat nor shall make any addition or alteration thereto, which may prejudicially affect the safety or security of the said premises or any portion thereof or alter the elevation of the said flat or floor space.

12. No owner of any portion of the said premises shall do any act which may be prejudicial to the soundness or safety of the building or may in any way impair any easement or make any material change in the portion of the building purchased by them.

13. Each owner of different flat/space and/or floor area in the said building shall be entitled to apply for and to have such portion separately assessed in so far as the same is permissible in law.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

**(PURCHASERS' OBLIGATION AND COVENANTS)**

1. The Purchaser hereby covenants with the Developer as follows :-

a) Not to claim any right whatsoever or howsoever in respect of other portions of the said premises or the building constructed thereon EXCEPTING the said Unit.

b) Not to claim exclusive right over the terrace, roof, parapet walls, open space and other covered spaces not granted to the Purchaser or the external periphery of the said building.

c) Not to do any act, deed or thing whereby the Vendor / Developer or any other Co-owner is prevented from selling, assignment or disposing of any other portions in the said building or at the said premises.

d) Not to object or interfere with the right of the Vendor / Developer to allow any portion of the said building or the said premises to be used as an office or business or residence or for any other lawful purposes.

e) Not to store or keep stored or allowed to be stored any articles, things, materials and goods in the landing, lobbies and other common part of the building.

f) Not to cause or make obstruction or interference with the free ingress to and egress from the said building or the said premises.

2) The Purchaser after taking over possession of the said Flat shall pay in advance regularly and every month to the Developer Service Charge for maintenance of common amenities and convenience mentioned in the Schedule hereto and for other taxes and outgoings to be levied and all such amount shall be regularly paid by the 7th day of every month and the same shall be payable until formation of holding Organisation or Syndicate as the case may be by all the Purchaser of the units and Vendor / Developer herein and thereafter the amount of Service charge shall be paid directly to the said Organisation. The amount of Service Charges shall be determined by the Developer for the time being.

3) So long as each unit in the said building shall not be separately assessed for Municipal Taxes and assessed on the whole Property the proportion determined by the Developer on the basis of the area in respect of each unit in the said building shall be final and binding on the Purchaser.

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

**SIGNED, SEALED AND DELIVERED BY**

The Vendor through their Constituted Attorney  
& the Developer/Confirming Party  
at Howrah in the presence of :

1.

2.

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

**Drafted by me**

**Advocate**

**Howrah Judges' Court**

**Enrolment No. F-1088/921/2002**

\_\_\_\_\_  
**SIGNATURE OF CONFIRMING PARTY**

**Typed by-**

\_\_\_\_\_  
**SIGNATURE OF THE PURCHASER**



**MEMO OF CONSIDERATION**

Paid by the Purchasers and received by the Developer sum of **Rs. ....**/-  
**(Rupees ..... only)** as the Consideration  
Money as per Memo given below :-

<u>DATE</u>	<u>MODE OF PAYMENT</u>	<u>DRAWN ON</u>	<u>AMOUNT</u>
			<b>TOTAL</b>

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

**Witnesses :**

\_\_\_\_\_  
**SIGNATURE OF CONFIRMING PARTY**

1.

2.

\_\_\_\_\_  
**SIGNATURE OF THE PURCHASER**