

DEED OF CONVEYANCE

THIS INDENTURE is made on this day of
in the Christian Era, TWO THOUSAND AND NINETEEN (2019)

B E T W E E N

1. SRI SUSHIL CHANDRA GHOSH (PAN No. ADYPG4636R), son of Late Sachindra Mohan Ghosh, by Faith - Hindu, by Nationality - Indian and by Occupation - Business, residing at 20, Swamiji Road, Ward No. 131, P.O. Parnashree, P.S. Parnashree, Kolkata - 700 060. **2. SRI DEBABRATA GHOSH (PAN No. AVWPG0228P),** son of Late Sachindra Mohan Ghosh, by Faith - Hindu, by Nationality - Indian and by Occupation - Business, residing at 20, Swamiji Road, Ward No. 131, P.O. Parnashree, P.S. Parnashree, Kolkata - 700 060. **3. MS. MUKUL GHOSH (PAN No. AWHPG5665Q),** daughter of Sachindra Mohan Ghosh, by Faith - Hindu, by Nationality - Indian and by Occupation - Housewife, residing at 20, Swamiji Road, Ward No. 131, P.O. Parnashree, P.S. Parnashree, Kolkata - 700 060. **4. SMT. KRISHNA GHOSAL (PAN No. CTVPG7933E),** Daughter of Sachindra Mohan Ghosh and wife of Sukumar Ghosal, by Faith - Hindu, by Nationality - Indian and by Occupation - Housewife, residing at 20, Swamiji Road, Ward No. 131, P.O. Parnashree, P.S. Parnashree, Kolkata - 700 060. **5. SMT. BAKUL BOSE (GHOSH), (PAN No. BEXPB4401G),** daughter of Sachindra Mohan Ghosh and wife of Sri Amal Narayan Bose, by Faith - Hindu, by Nationality - Indian and by Occupation - Housewife,

residing at Naba Pally, 22 Bigha, P.O. Thakurpukur, P.S. Thakurpukur, Kolkata - 700 104. **6. SMT. SHEFALI**

BHOWMICK (PAN No. EDTPB0918N), daughter of Sachindra Mohan Ghosh and wife of Sri Amulya Bhowmik, by Faith - Hindu, by Nationality - Indian and by Occupation - Housewife, residing at 10/10, Swamiji Road, Behala, P.O. Parnashree, P.S. Parnashree, Kolkata - 700 060, represented by their constituted attorney **Sri Sushil Kumar Agrawal, (PAN No. ACUPA0264E)**, son of late Jugal Kishore Agrawal, by Faith - Hindu, by Occupation - Business, residing at 17, Rowland Road, Flat No. 2B, P.O. Elgin Road, P.S. Ballygunge, Kolkata - 700 020 being the one of designated partners of **M/S LUCID TOWERS LLP.** (formerly known as **LUCID TOWERS PVT. LTD.**) Vide Power of Attorney which was registered in the office of ARA - III, Kolkata, recorded in Book No. IV, Volume No. 1903-2015, Pages from 17870 to 17917 being Deed No. 190303925 for the year 2015, hereinafter referred to as the “**OWNERS/VENDORS/FIRST PARTY**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and/or successors-in-office, executors, legal representatives, and assigns) of the **ONE PART :**

AND

M/S LUCID TOWERS LLP. (PAN No. AAHFL3317J), (formerly known as **LUCID TOWERS PVT. LTD.**) a Limited Liability Partnership firm, having its registered office at Centre Point, 21, Hemant Basu Sarani, 3rd floor, Room No. 306 Kolkata - 700 001, being represented by one of its designated Partners **Mr. Sushil Kumar Agrawal**, son of Late Jugal Kishore Agrawal, by Faith - Hindu, by Nationality - Indian, deceased duly empowered and authorized on that behalf hereinafter referred to as the **“DEVELOPER/PARTY OF THE SECOND PART”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successors, successors in interest, nominees, agents and assigns) of the **SECOND PART.**

AND

MR. _____, **(PAN No.** _____ **),** son of _____, by Faith - _____, by Nationality - _____, by Occupation - _____, residing at _____, P.S. _____, KOLKATA- _____, West Bengal, hereinafter referred to as the **“PURCHASER”** (which expression shall unless excluded by or

repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives, successors, agents and assigns) of the **THIRD PART.**

WHEREAS One Smt. Ramni Mani Bewar was sole the owners of 63 decimal of Sali land under Mouza- Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police Station: Behala , District - South 24 Parganas.

AND WHEREAS Smt. Ramni Mani Bewar during his life time gifted 32 decimal (out of 63 decimal) of Sali land situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No:3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police Station: Behala, District -South 24 Parganas to his husband Haru Chandra Sath and his brother in law Kali Charan Sath (Minor) on 01.02.1929.

AND WHEREAS one Buddheswar Sath and Smt. Nandarani Dasi ,Mother of Kali Charan Sath (Minor) were absolutely seized and

possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of land measuring 32 (Thirty two) Decimals more or less being situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police Station: Behala, District - South 24 Parganas and free from all encumbrances of whatsoever and however nature.

AND WHEREAS the said Buddheswar Sath and Smt. Nandarani Dasi (legal guardian of Kali Charan Sath) by a Bengali Kobala dated 7th November, 1952 sold transferred and conveyed **ALL THAT** piece and parcel of land measuring 32 (Thirty two) Decimals more or less being situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police Station: Behala, District - South 24 Parganas and free from all encumbrances of whatsoever and however nature unto and forever in favour of Sri Surendra Mohan Ghosh ,son of Late Kamaksha Charan Ghosh at or for the consideration mentioned therein and registered the same in

their favour and recorded in Book No: 1, Volume No: 30, Pages 76 to 79, and being Deed No: 1858 for the year 1952.

AND WHEREAS in the premises the above stated Sri Surendra Mohan Ghosh became absolutely seized and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of land measuring 32 (Thirty two) Decimals more or less being situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No:3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police station: Behala, District - South 24 Parganas and free from all encumbrances of whatsoever and however nature.

AND WHEREAS the said Sri Surendra Mohan Ghosh was ultimately during his lifetime was left with an area being **ALL THAT** piece and parcel of land measuring 14 (Fourteen) cottahs 10(Ten) Chittacks and 15 (Fifteen) Sq. Ft. more or less being situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police

Station: Behala, District - South 24 Parganas at present being numbered as premises No: 200, Parnasree pally Road No.1, Ward No. 131, Borough No. 14 under the Kolkata Municipal Corporation morefully described in the First Schedule mentioned hereunder and free from all encumbrances, charges, liens, lispensens of whatsoever and however nature.

AND WHEREAS the said Sri Surendra Mohan Ghosh died on 30/12/1955 and his wife Smt. Priya Bala Ghosh died issueless (without any children) on 06/04/1963.

AND WHEREAS in the premises and under the Hindu Succession Act, 1956 Sri Sachindra Mohan Ghosh the only brother of the said Sri Surendra Mohan Ghosh (Since deceased) inherited all the properties left by his Late brother Surendra Mohan Ghosh by an affidavit dated 20th may of 2011 before the court of the LD. 1st Class Judicial Magistrate at Alipur, South 24 PGS.

AND WHEREAS the said Sri Sachindra Mohan Ghosh also died on 29/2/1972 and his wife Smt. Kanak Prova Ghosh died on

29/1/2002 leaving behind their 2 (two) sons namely Sri Sushil Chandra Ghosh, Sri Debabrata Ghosh and 4 (Four) daughters namely Ms. Mukul Ghosh (Unmarried), Smt. Krishna Ghoshal (Ghosh), Smt. Bakul Bose(Ghosh) and Smt. Shefali Bhowmick (Ghosh) who became entitled to and inherited all the properties left by their late uncle Surendra Mohan Ghosh inter alia their father Sachindra Mohan Ghosh and mother as abovestated and inter alia became entitled to **ALL THAT** piece and parcel of land measuring 14 (Fourteen) Cottahs 10(ten) Chittacks and 15 (fifteen) Sq.Ft. more or less being situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police Station: Behala ,District - South 24 Parganas at present being numbered as premises No: 200,Parnasree Pally Road No: 1, Ward No: 131, Borough No. 14 under the Kolkata Municipal Corporation more fully described in the First Schedule mentioned hereunder and free from all encumbrances, charges, liens, lispens of whatsoever and howsoever nature.

AND WHEREAS the said Sri Sushil Chandra Ghosh , Sri Debabrata Ghosh and 4 (FOUR) daughters namely Ms. Mukul Ghosh (Unmarried), Smt. Krishna Ghoshal (Ghosh), Smt. Bakul Bose(Ghosh) and Smt. Shefali Bhowmick (Ghosh) thereafter by an Affidavit sworn before the First Class magistrate at Alipore on 20th May, 2011 declared them to be only surviving heirs who are entitled to all the properties of their late uncle Surendra Mohn Ghosh interalia their Father Sachindra Mohan Ghosh and mother as abovestated.

AND WHEREAS the said Sri Sushil Chandra Ghosh, Sri Debabrata Ghosh and 4 (Four) daughters namely Ms. Mukul Ghosh (Unmarried), Smt. Krishna Ghoshal (Ghosh), Smt. Bakul Bose(Ghosh) and Smt. Shefali Bhowmick (Ghosh) thereafter submitted the said Affidavit before the Kolkata Municipal corporation and mutated their names in respect of **ALL THAT** piece and parcel of land measuring 14 (Fourteen) Cottahs 10(ten) Chittacks and 15 (fifteen) Sq.Ft. more or less being situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police Station:

Behala, District - South 24 Parganas at present being numbered as premises No: 200, Parnasree Pally Road No: 1, Ward No: 131, Borough No. 14 under the Kolkata Municipal Corporation more fully described in the First Schedule mentioned hereunder and free from all encumbrances, charges, liens, lispensens of whatsoever and howsoever nature.

AND WHEREAS the said Sri Sushil Chandra Ghosh, Sri Debabrata Ghosh and 4 (Four) daughters namely Ms. Mukul Ghosh (Unmarried), Smt. Krishna Ghoshal (Ghosh), Smt. Bakul Bose(Ghosh) and Smt. Shefali Bhowmick (Ghosh) after mutation as above stated became absolutely seized and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of land measuring 14 (Fourteen) Cottahs 10(ten) Chittacks and 15 (fifteen) Sq.Ft. more or less being situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No:2, R.S. No: 83, Touzi No: 346, Police Station: Behala, District -South 24 Parganas at present being numbered as premises No: 200, Parnasree Pally Road No: 1, Ward No: 131, Borough No. 14 under the Kolkata

Municipal Corporation more fully described in the First Schedule mentioned hereunder and free from all encumbrances, charges, liens, lispens of whatsoever and howsoever nature.

AND WHEREAS the First party with an intention to construct multi-storied buildings on the said **ALL THAT** piece and parcel of land measuring 14 (Fourteen) Cottahs 10(ten) Chittacks and 15 (fifteen) Sq.Ft. more or less being situated under Mouza-Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No:2, R.S. No: 83, Touzi No: 346, Police Station: Behala , District - South 24 Parganas at present being numbered as premises No: 200, Parnasree Pally Road No: 1, Ward No: 131, Borough No. 14 under the Kolkata Municipal Corporation more fully described in the First Schedule mentioned hereunder and free from all encumbrances, charges, liens, lispens of whatsoever and howsoever nature has approached the Developer/Second Part herein for construction of a building/s at the said land in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation at their own costs to which Developer herein has agreed.

AND WHEREAS the owners namely **SRI SUSHIL CHANDRA GHOSH, SRI DEBABRATA GHOSH, MS. MUKUL GHOSH, SMT. KRISHNA GHOSAL, SMT. BAKUL BOSE (GHOSH)** and **SMT. SHEFALI BHOWMICK** along with the Developer namely “**M/S LUCID TOWERS LLP**”, a Limited Liability partnership firm represented by one of its designated Partners **Mr. Sushil Kumar Agrawal** intend to Sale and the present Purchaser/s namely _____, intent to purchase and in this perspective an agreement for sale duly executed on _____ for self contained residential flat/unit being Flat No. _____ situated on the _____facing of _____ Floor lying and situated at Premises No. 200, Parnashree Pally, Road No 1, Ward No. 131, P.S. Behala (at present Parnashree), Kolkata - 700 060, morefully described in the Second Schedule mentioned hereinbelow at a total consideration of Rs._____/-(Rupees _____) only morefully and particularly described in the **MEMO OF CONSIDERATION** hereunder written on the terms and conditions as recorded hereunder.

NOW IN THESE CIRCUMSTANCES THE VENDORS AND THE DEVELOPER AND EACH ONE OF THEM RESPECTIVELY FURTHER DECLARES:

1. There are no suits and/or proceeding and/or litigation pending in respect of the premises or any part thereof.
2. No person other than the Vendors has any right, title and interest of any nature whatsoever in the said premises or any part thereof.
3. The right, title and interest of the Vendors in the premises are free from all encumbrances whatsoever and he has a good and marketable title thereto.
4. There is no thika tenant in the premises and the Vendors has received no notice of any such claim or proceedings.
5. No part of the premises has been or is liable to be acquired under the Urban Land (Ceiling & Regulation) Act, 1976 and/or under any other law and no proceedings have been initiated or are pending in respect thereof.

6. The premises or any part thereof is at present not affected by any requisition or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice of intimation about any such proceeding has been received or come to the notice of the owner.
7. Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income Tax, Revenue or any other public demand.
8. The Vendors have not in any way dealt with the premises whereby the right, title and interest of the owner therein is or may be affected in any manner whatsoever.
9. There are no debotter Trust, Wakfs, tombs, mosques, Burial grounds and/or any charge or encumbrances relating to or in the premises or any part thereof.

NOW THIS INDENTURE WITNESSETH :

That in pursuance of the said Agreement and in consideration of a sum of Rs. _____/- (Rupees _____) only of the lawful money of the Union of India well and truly paid

by the Purchasers at or before the execution of these presents (the receipts whereof the Developers do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof hereby forever release discharge and acquit the

Purchasers and the said **UNIT AND THE PROPERTIES APPURTENANT THERETO**) the Vendors do hereby grant, sell, convey, transfer, assign and assure **ALL THAT** self contained residential flat/unit being Flat No. ____ situated on the _____facing of the _____ Floor, _____ flooring of the building standing on the premises mentioned in the First Schedule measuring about _____ sq.ft. super built up area more or less lying and situated at Premises No. 200, Parnashree Pally, Road No 1, Ward No. 131, P.S. Behala (at present Parnashree), Kolkata - 700 060, within limits of Kolkata Municipal Corporation (as shown in the **PLAN** annexed hereto duly bordered in 'RED' thereon) in the building at the said flat/unit morefully and particularly described in the **SECOND SCHEDULE** written hereunder written **TOGETHER WITH** proportionate, undivided, impartible, indivisible and variable share in the land situated at Premises No. 200, Parnashree Pally, Road No 1, Ward No. 131, P.S. Behala (at present Parnashree), Kolkata - 700 060, within limits of Kolkata Municipal Corporation containing by estimation an area of 14 (Fourteen) Cottahs 10 (Ten) Chittacks 15 (Fifteen) Sq. Ft. more

or less morefully described in the **FIRST SCHEDULE** hereunder written attributable and appurtenant to the said unit

TOGETHER WITH like proportionate, undivided and indivisible share in the common parts and areas fully mentioned and described in the **THIRD SCHEDULE** hereunder written attributable to the said unit **AND TOGETHER WITH** the Purchasers paying and discharging municipal and all other rates taxes, impositions and all other outgoings on and in respect of the said Unit wholly and the Common Expenses morefully mentioned in the **FOURTH SCHEDULE** and all municipal and other rates, taxes and impositions and other outgoings on and in respect of the said premises and in particular the common Areas and Installations proportionately **AND SUBJECT** to the right to use and enjoy the Common Areas and Installations in common with the other co-owner **AND** all the estate right title interest property claim and demand whatsoever of the Vendors in to or upon the said Unit **TOGETHER WITH** easements quasi-easements and other stipulations and provisions in connection

with the beneficial use and enjoyment of the said Unit belonging to the Purchasers as set out in the **FIFTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Unit unto and to the use of the Purchasers absolutely and forever **AND TOGETHER WITH** the right to use and restrictions for the Unit and the Common Areas with the other co-owner **TOGETHER WITH** restrictions and covenants and provisions in connection with the beneficial use and enjoyment of the said Unit belonging to the Purchasers as set out in the **SIXTH SCHEDULE** hereunder written.

THE VENDORS WITH THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS as follows:-

1. The interest which the Vendors / Developer do hereby profess to transfer subsists and that the Vendors has good title, full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchasers the Said Unit **AND THE PROPERTIES APPURTENANT THERETO** in the manner aforesaid.

2. That the Purchasers shall and may at all times hereafter peaceably and quietly hold posses and enjoy the said Unit And The Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful evictions interruption claims or demands whatsoever by the Vendors or any person or persons having lawfully or equitably claiming as aforesaid.
3. That the Purchasers shall be freed cleared and absolutely discharges saved kept harmless and indemnified against all estate charges encumbrances liens attachments lispense debuttar or trust or claim and-demands whatsoever created occasioned or made by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.

AND THE VENDORS AND THE DEVELOPER AND EACH ONE OF THEM RESPECTIVELY DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

1. THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Developer/ Vendors now have good

right full power and absolute authority to grant convey transfer sell and assign all and singular the said Flat and the Properties Appurtenant thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

2. THAT the Purchaser shall and may all times hereafter peacefully and quietly hold possess and enjoy the said Flat and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendors/Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
3. THAT the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispendens debuttar or trust or claims and demands whatsoever created occasioned or made by the Developer/Vendors or any person or persons lawfully or equitably as aforesaid.

4. AND FURTHER THAT the Developer/Vendors and all persons having or lawfully or equitably claiming any estate or interest in the Said Flat or any part thereof through under or in trust for the Developer/Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuming the said Flat and every part thereof unto and to the use to the Purchasers in the manner as aforesaid as shall or may be reasonably required.
5. THAT the Developer/Vendors have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the Said Flat/Unit hereby sold granted transferred and conveyed or expressed so to be or any part thereof can or may be impleached encumbered or affected in title or otherwise.
6. THAT on or before execution of these presents and after making full payment of the total consideration and deposits, charges, rates and taxes payable by the

Purchasers towards the purchase of the Said Flat/Unit and the Properties Appurtenant thereto, the Developer and the Vendors have already put the Purchasers into vacant, peaceful and khas possession of the said Flat/Unit.

PROVIDED HOWEVER AND IT IS EXPRESSLY AGREED AND DECLARED by and the parties hereto as follows:

1. That the Purchasers will have the right to mutate and shall mutate their name in respect of the flat with Kolkata Municipal Corporation and shall pay rents and taxes in his own name.
2. The committee of the said G+IV storied building's Association if formed shall collect maintenance charges as may be determined by the said Committee in its meeting.
3. The Purchasers at their own costs and expenses shall make all repairs of the unit and the Purchasers will have also to bear the main structural repair charges of the outside portion external part of the building common areas proportionately with other flat owners, i.e. proportionate share of as the committee may from time to time determine

in it's meeting.

4. Save and except hereby expressly agreed and declared the Purchasers will have no absolute right into or over or in respect of the main structural walls of the said building open spaces, stair-cases, water reservoir overhead tanks, motor pump and the pump roofs parapet walls main gate of the said building and terrace etc. But the Purchasers shall be allowed to use and enjoy the same in common with the other flat owners.
5. The Purchasers neither shall use the said flat in any manner which may or likely to cause nuisance or annoyance to the occupiers of the other flat owners not shall use the same for any illegal or immoral purposes.
6. The said flat is heritable and transferable like other immovable properties. The Purchasers will have the absolute authority to sell, transfer, assign, mortgage, let-out the said flat as like.
7. The Purchasers shall and cannot claim any partition or sub-division of the said demised right/interest in the said

land or the common parts and will not be entitled bounds.

8. The Purchasers will permit the committee and its authorized agent with or without workmen at all reasonable times to enter and upon the said flat of the said building or any part of the building and for the purpose of making repairing maintaining cleaning lightning the keeping in order and good condition the building or any part of it and the services, drain pipe, cables water covers, gutters, sewers, structural or other convenience belonging to or for the use of the said building and also for the purpose of remaining, maintaining and creating drainage, gas and water pipes electric wires and for similar other purposes.
9. The Purchasers shall have no kind of right of easement whatsoever beyond the boundary wall of the said unit except as provided by these presents.
10. In case of said building is acquired by the Government, the Purchasers shall be entitled to compensation in respect of the said flat and proportionate share of the said right,

interest in the land for the said unit.

11. The Vendors hereby confirms that this document is a sale within the meaning of Section 54 of the Transfer of Property Act, 1882 amended upto date.

GENERAL :

Conclusion of contract : The parties have concluded the contract of sale in respect of the said flat and appurtenances by this conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land hereditament and premises situate lying at and being premises No. 200, Parnashree Pally, Road No 1, Ward No. 131, P.S. Behala (at present Parnashree), Kolkata - 700 060, within limits of Kolkata Municipal Corporation containing by estimation an area of 14 (Fourteen) Cottahs 10 (Ten) Chittacks 15 (Fifteen) Sq. Ft. more or

less TOGETHER WITH buildings and/or sheds and structures standing thereon and butted and bounded in the manner hereinafter :

ON THE NORTH : 25 ft wide Road

ON THE SOUTH : 30 ft wide Road

ON THE EAST : 40 ft wide Road

ON THE WEST : Dag No. - 284 (Vacant Road)

SECOND SCHEDULE HEREUNDER WRITTEN

(Description of the unit)

ALL THAT being Unit No./Flat No. on the **floor** measuring a carpet area of **Sq. Ft.** (super built up area **Sq. Ft**) a little more or less with/without one covered car parking space of sq.ft. at Ground floor in the building known as **“LUCID ELINA”** situated at 200, Parnasree Pally, Road No. - 1, Ward No. 131, P. S. Behala (at present Parnasree), Kolkata – 700 060 which is already constructed TOGETHER WITH the undivided proportionate share or interest in the land comprised in the said premises and marked in red in the plan attached hereto.

THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PORTIONS AND COMMON FACILITIES)

1. The space within the building comprises of the main entrances, side entrances in the ground floor.
2. The foundation column, beams, supports, main walls of the building and the staircases.
3. The installation for common services such as the drainage systems in the premises, water supply arrangement, the pumps and motors thereof in the premises and electric connection with installations of common meters and fittings.
4. Reservoir on the roof of the top floor of the building, pump motor, pipes and all other apparatus and installations in the premises for common use.
5. Septic tanks, pits and sewerage lines thereto connected.
6. Such other common parts areas, equipments, installation, fixtures, fittings and spaces in or about the said building as are necessary for use and occupancy of the units in the

common and as are specified by the Owners/Vendors expressly to be the common parts after construction of the building.

7. Staircase and landing on all floors.
8. All the owners shall be entitled to use roof of the building at all time.
9. Water connection from Kolkata Municipal Corporation water line.
10. Electrical wiring, meters and electrical installations and fittings excluding those as are installed for any particular Unit.
11. Water pump, water tank, water pipes and other common plumbing installation.
12. Boundary walls and main gates.
13. Drainage and sewerage.
14. Lift.

FOURTH SCHEDULE ABOVE REFERRED TO**(COMMON EXPENSES)**

That the following charges and costs shall be paid proportionately by the Purchaser/s herein to the Association of Flat-Owners, as the case may be:

1. That the costs and expenses of general administration, maintenance, repairing works and jobs of the said building and in particular, replacement of the, common parts (whenever and whatever necessary) equipments and plumbing and electrical works accessories, the gutter, rainwater pipes, electric wires in under or upon the building to be enjoyed or used by the Purchaser/s in common with the other flat-owners / occupiers of the building /buildings.
2. That the salaries of clerks, bill-collectors, electricians, sweepers, servant, watchman etc. as to be appointed time to time by the Confirming party and / or the Association of Flat owners, as the case may be.
3. That the Municipal and other taxes and / or outgoings.
4. That the electricity charges payable for the common areas and portions of the said building.

5. That the costs of cleaning and' lighting the passages, main entrances, stair cases landings and other common parts and areas of the building, as to be used and enjoyed by the Purchasers herein, common with others, as aforesaid.
6. That the costs of painting and decorating the exterior of the building.
7. That the expenses for all service-charges for the services to be rendered in common to all flat-owners / occupiers, including the present Purchasers herein.
8. That all such other expenses as are deemed by the Developer for the time being and / or the Association of flat-owners, as the case maybe, necessary or incidental to, for the maintenance and upkeep of the said building / buildings.

FIFTH SCHEDULE ABOVE REFERRED TO

(EASEMENT RIGHTS)

1. The right in common with the other Purchasers for the use of the common parts for ingress in and egress out from the Flat and/or building or premises.

2. The right in common with other Purchasers to get electricity, water connection from and to any other Flat or common parts through pipes, drains, wires, conduits, lying or being in under through or over the said Unit/Flat as far as may be reasonable for necessary for the beneficial use and occupation of the respective and/or common parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the Flat as far as it is necessary to protect the same.
4. The right of support from the said Flat that be enjoyed by the other parts of the building.
5. The right with or without workman and necessary materials to enter from time to time upon the Flat for the purpose of repairing so far as may be necessary for repairing such pipes, drains, wires, and conduits as aforesaid provided always that save in case of emergency the Purchasers shall be given forty eight hours notice in writing of the intention for such entry as aforesaid.

SIXTH SCHEDULE ABOVE REFERRED TO
(PURCHASERS COVENANTS)

A. Purchasers shall :

- i. **Co-operate in Management and Maintenance :** Co-operate in the management and maintenance of the said building and the said premises by the Association.
- ii. **Observing rules :** Observe the rules framed from time to time by the Developer/Association for the beneficial common enjoyment of the said building and the said premises.
- iii. **Paying electricity charges :** Pay for electricity and other utilities consumed in or relating to the said flat and appurtenances and the common portions.
- iv. **Meter and cabling :** Be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the said flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the sellers or to the other intending buyers. The main electric meter shall be installed only at the common

meter space in the said premises. The buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the said building, the said premises and outside walls of the said building save in the manner indicated by the Developer or the Association (upon formation).

- v. **Residential use** : Use the said flat for residential purpose only. Under no circumstances shall the buyer use or allow the said flat to be used for commercial, industrial or other non-residential purposes. The buyer shall also not use the said flat as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.

B. Purchasers shall not :

- i. Alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said building and (2) design and/or the colour scheme of the windows, grills and the main door of the said flat, without the permission in writing of the Developer or the Association (upon

formation). In the event the buyer makes the said alterations/changes, the buyer shall compensate the Developer/Association (as the case may be) as estimated by the Developer/ Association.

- ii. Sub-divide the common portions, under any circumstances.
- iii. Use the said flat or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the said building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- iv. Store or cause to be stored and not place or cause to be placed any goods, articles or things in the common portions neither obstruct pathways and passages or use the same for any purpose other than for ingress to and egress.

- v. Construct the Developer/Association (upon formation) in their acts relating to the common portions and granting rights to any person on any part of the said building/ said premises (excepting the said flat and appurtenances).
- vi. Violate any of the rules and/or regulations laid down by the Association.

IN WITNESS WHEREOF the Vendors and Purchasers have set and subscribed their respective hands and seals on the say, month and year, first above written.

SIGNED, SEALED & DELIVERED

In presence of

WITNESSES :

1.

**SIGNATURE OF THE OWNERS/
VENDORS**

2.

SIGNATURE OF THE DEVELOPER

**SIGNATURE OF THE
PURCHASER/S**

Drafted by me

Advocate

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser/s the within mentioned sum of Rs. _____/- (Rupees _____) only for the Second Schedule mentioned property hereby agreed to be sold, as per MEMO below :

M E M O

Sl. No.	Particulars	Amount (Rs.)
	TOTAL	

(Rupees _____)

WITNESSES:

1.

SIGNATURE OF THE DEVELOPER

2.