

CONVEYANCE

1. Date: _____ 2019
2. Place: Kolkata
3. Parties:



3.1 **SRI KAMAL MONDAL, Permanent Account No. BUNPM5535J, Aadhaar.** _____), son of Late Gobindalal Mondal, by faith Hindu, by occupation- Business, permanently residing at 52, Rahim Ostagar Road, Police Station: Lake, Kolkata: 700045

3.2 **NEMAI MONDAL, Permanent Account No.AKXPM4488M, AadhaarNo.** _____), son of Late Pramatha Chandra Mondal, by faith Hindu, by occupation Business, permanently residing at 52, Rahim Ostagar Road, Police Station: Lake, Kolkata: 700045.

(3.1 and 3.2 , hereinafter referred to as **VENDORS** which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representative and assigns) The Vendors 3.1 and 3.2 herein i.e. **Kamal Mondal And Kanai Mondal** represented by their Constituted Attorney **SRI Mohan Kumar Roy Account No AEQPR4761P, Aadhaar.** _____), son of Sri Janak Roy, a Hindu businessman, by Nationality – Indian, residing at D / 621, Lake Gardens, P. S. Lake, P. O. Lake Gardens, Kolkata – 700045, by virtue of a Power of Attorney dated 18th April , 2017, registered in the Office of ADSR, Alipore, 24 Parganas (S) in Book No. I, Volume No. 1605-2017, pages 55280-55296, being Deed No. 160502133 for the year 2017

3.3. **SRI MOHAN KUMAR ROY, Permanent Account No AEQPR4761P, Aadhaar.** _____), son of Sri Janak Roy, a Hindu businessman, by Nationality – Indian, residing at D / 621, Lake Gardens, P. S. Lake, P. O. Lake Gardens, Kolkata – 700045, carrying on a proprietor ship Business under the name and style of “**BIDYARTHI BUILDERS**” having its office at 599, Lake Gardens, PS-Lake, Kolkata-700045,

(3.2 hereinafter referred to as the Developer which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representative and assigns),

And

3.3 Mr. _____, **Permanent Account No** _____, (AadhaarNo. _____), son/wife/daughter of _____, residing at _____.

(3.3 hereinafter referred to as **PURCHASER** which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/its/their heirs, executors, administrators, representatives and assigns)

Vendor, Developer and Purchaser collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES:



4. **Subject Matter of Sale:**

- 4.1 **Said Unit:** All that the Unit /Apartment No. [■] comprising of [■] Nos. of exclusive balcony / verandah measuring [■] square feet in total attached thereto on the [■] floor of the Building and containing a carpet area of [■] square feet (excluding the area of the balcony / verandah), built-up area of [■] square feet or chargeable area of [■] square feet), more fully mentioned and described in **Part-I** of the **Second Schedule** hereunder written Municipal Premises No.52, Rahim Ostagar Road, Kolkata-700045, Post Office: Lake Gardens, within the jurisdiction of ADSR-Alipore in the district of South 24 Parganas more fully described in **Part – I** of the **FIRST SCHEDULE** hereinafter referred to as the Said Premises)
- 4.2 **Car Parking Spaces:** The right to park 1 (one) car in Covered Car Parking Space No _____ and/or right thereto, more fully mentioned and described in **Part – II** of the **SECOND SCHEDULE** hereto (**Car Parking Space**).
- 4.3 **Land Share:** Undivided, impartible, proportionate and variable share in the land contained in the Said Premises, as be attributable to the Said Unit (**Land Share**).
- 4.4 **Share In The Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building and right to use and enjoy the Common Areas in common with the other allottees / occupiers of the Project more fully mentioned and described in **Part – I and II** of the **Third Schedule** hereto (hereinafter referred to as "**Common Areas, Amenities And Facilities**".).
- 4.5 **Benefit of Plans:** Benefit of the Plans relating to the Said Unit and undivided, impartible, proportionate and variable benefit of the Plans vide Building Permit No.2019100105 dated 25th September 2019 relating to the Share in The Common Portions as is attributable to the Said Unit (**Benefit of Plan**).
- 4.6 **Other Rights:** The Other Rights being all other rights appurtenant to the Said Unit and the Car Parking Spaces along with proportionate share in the Ultimate Roof of the Building (collectively **Other Rights**).
- 4.7 **Said Unit And Appurtenances** The Said Unit, the Land Share, the Benefit of Plans, the Car Parking Space, the Share In The Common Portions, Roof of the Building and the Other Rights which are collectively described in **Part-III** of the **2nd Schedule** below (collectively **Said Unit And Appurtenances**).

5. **Devolution of title:**

- 5.1 One Amulya Chandra Mondal, son of Late Ram Chandra Mondal, since deceased was the sole and absolute owner and sufficiently entitled to ALL THAT piece and parcel of land contains by estimation an area of 45Decimal, in local measurement said area is equivalent to 27Cottah 03Chitack 27Sq.Feet lying and situated in Mouza: Gobindapur, J. L. No. 38, Touzi No.230 and 234, R.S. No.09, appertaining to Revisional Settlement Dag No.154 comprised in Revisional Settlement Khatian No.139, Police Station: Tollygunge, within the jurisdiction of ADSR-Alipore in the district of South 24 Parganas.



- 5.2 During Revisional Settlement name of said Amulya Chandra Mondal was duly recorded in R.S. Khatian No. 139 for Gobindapur Mouza by the then land reforms authority.
- 5.3 Said Amulya Chandra Mondal during his life time transferred and settled some pieces and parcels of land from the said mother premises to others and kept and maintained a piece and parcel of "Homestead" land containing by estimation an area of area is equivalent to 13Cottah 04Chittack 13Sq.Feet lying and situated in Mouza: Gobindapur, J. L. No. 38, Touzi No.230 and 234, R.S. No.09, appertaining to Revisional Settlement Dag No.154 comprised in Revisional Settlement Khatian No.139, Police Station: Lake (Formerly Tollygunge), now lying and situated within the Ward No.93 of the Kolkata Municipal Corporation, now being known, numbered and distinguished as Municipal Premises No.52, Rahim Ostagar Road, within the jurisdiction of ADSR-Alipore in the district of South 24 Parganas, hereinafter referred to as the SAID LAND.
- 5.4 Said Amulya Chaandra Mondal was a Hindu governed died intestate on 16-09-1951 leaving behind him the following heirs as his sole heirs and successors who eventually inherited their respective shares in the said Land :

| SI | Successors | Relation | Share inherited |
|--|----------------------|--|-----------------|
| 1. | Gobindalal Mondal | Son | $\frac{1}{3}$ |
| 2. | Pramatha Nath Mondal | Son | $\frac{1}{3}$ |
| 3. | Sandhya Mondal | Granddaughter (Daughter of predeceased son Debendra Mondal) | $\frac{1}{6}$ |
| 4. | Chhaya Mandal | Granddaughter (Daughter of predeceased son Debendra Mondal) | $\frac{1}{6}$ |
| * Kanchan Mondal widow of the predeceased son Debendra Mondal who died earlier | | | |

- 5.5 Said Gobindalal Mondal died intestate on 06-11-1974 leaving behind him the following heirs as his sole heirs and successors who eventually inherited undivided $\frac{1}{3}$ (one-third) share in the said Land as per their respective share of interest defined under the Hindu Succession Act, 1956:

| SI | Successors | Relation | Share inherited |
|--|--------------|---|-----------------|
| 1. | Kamal Mondal | Son | $\frac{1}{9}$ |
| 2. | Nisha Naskar | Married Daughter | $\frac{1}{9}$ |
| 3. | Manju Mandal | Daughter-in-law (Widow of predeceased son Bimal Mondal) | $\frac{1}{18}$ |
| 4. | Malay Mandal | Grandson (Son of predeceased son Bimal Mondal) | $\frac{1}{18}$ |
| * Wife Urmila Mondal predeceased him. | | | |
| * Predeceased son Samar Mondal died intestate unmarried. | | | |



- 5.6 Said Pramatha Nath Mondal died intestate on **02-02-1988** leaving behind him the following heirs as his sole heirs and successors who eventually inherited undivided $\frac{1}{3}$ (**one-third**) share in the said Land as per their respective share of interest defined under the Hindu Succession Act, 1956:

| Sl | Successors | Relation | Share inherited |
|----|------------------|------------------|-----------------|
| 1. | Nimai Mondal | Son | $\frac{1}{24}$ |
| 2. | Kanai Mondal | Son | $\frac{1}{24}$ |
| 3. | Balai Mondal | Son | $\frac{1}{24}$ |
| 4. | Bablu Mondal | Son | $\frac{1}{24}$ |
| 5. | Sujata Sarkar | Married Daughter | $\frac{1}{24}$ |
| 6. | Kalyani Talukdar | Married Daughter | $\frac{1}{24}$ |
| 7. | Sephali Rakhit | Married Daughter | $\frac{1}{24}$ |
| 8. | Prova Mondal | Widow | $\frac{1}{24}$ |

- 5.7 Said Sandhya Mondal died intestate on **01-04-2015** leaving behind her the following heirs as his sole heirs and successors who eventually inherited undivided $\frac{1}{6}$ (**one-sixth**) share in the said Land as per their respective share of interest defined under the Hindu Succession Act, 1956:

| Sl | Successors | Relation | Share inherited |
|----|-------------------|------------------|-----------------|
| 1. | Protima Mukherjee | Married Daughter | $\frac{1}{18}$ |
| 2. | Ashoke Mondal | Son | $\frac{1}{18}$ |
| 3. | Asit Mondal | Son | $\frac{1}{18}$ |

* One spinster daughter Sushma Mondal predeceased her on 01-03-2009.

- 5.8 Said Kanai Mondal died intestate on **12-01-2016** leaving behind him the following heirs as his sole heirs and successors who eventually inherited undivided $\frac{1}{24}$ (**one in twenty-four**) share in the said Land as per their respective share of interest defined under the Hindu Succession Act, 1956:

| Sl | Successors | Relation | Share inherited |
|----|----------------|----------|-----------------|
| 1. | Ganga Mondal | Widow | $\frac{1}{72}$ |
| 2. | Monojit Mondal | Son | $\frac{1}{72}$ |
| 3. | Sanjib Mondal | Son | $\frac{1}{72}$ |

- 5.9 Hence the parties herein are entitled to their undivided shares as follows in respect of the said land and mutually agreed to divide the same into three parts according to the respective exclusive possession of the parties in the said land.

| Sl | Successors | Party of the | Share inherited |
|--|---------------|--------------|-----------------|
| 1 | Kamal Mondal | First Part | $\frac{1}{9}$ |
| 2 | Nimai Mondal | First Part | $\frac{1}{21}$ |
| Total Share of interest held by First Part | | | $\frac{10}{63}$ |
| 3 | Chhaya Mondal | Second Part | $\frac{1}{6}$ |
| 4 | Ashoke Mondal | Second Part | $\frac{1}{18}$ |
| 5 | Asit Mondal | Second Part | $\frac{1}{18}$ |
| 6 | Nisha Naskar | Second Part | $\frac{1}{9}$ |
| 7 | Manju Mandal | Second Part | $\frac{1}{18}$ |
| 8 | Malay Mandal | Second Part | $\frac{1}{18}$ |



| Total Share of interest held by Second Part | | | $\frac{1}{2}$ |
|---|-------------------|------------|------------------|
| 9 | Prova Mondal | Third Part | $\frac{1}{24}$ |
| 10 | Balai Mondal | Third Part | $\frac{1}{24}$ |
| 11 | Bablu Mondal | Third Part | $\frac{1}{24}$ |
| 12 | Sujata Sarkar | Third Part | $\frac{1}{24}$ |
| 13 | Kalyani Talukdar | Third Part | $\frac{1}{24}$ |
| 14 | Sephali Rakhit | Third Part | $\frac{1}{24}$ |
| 15 | Ganga Mondal | Third Part | $\frac{1}{72}$ |
| 16 | Monojit Mondal | Third Part | $\frac{1}{72}$ |
| 17 | Sanjib Mondal | Third Part | $\frac{1}{72}$ |
| 18 | Protima Mukherjee | Third Part | $\frac{1}{18}$ |
| Total Share of interest held by Third Part | | | $\frac{43}{136}$ |

- 5.10 The Parties of the First Part therein, herein described as the Owners are jointly entitled to an undivided $\frac{10}{63}$ share of interest in the said Land morefully mentioned in the FIRST SCHEDULE hereunder written.
- 5.11 By and under a deed of partition dated 21-10-2016 registered with the office of the ADSR, Alipore, South 24 Parganas in Book No. I, Volume No.1605-2017, Pages 53340 to 53378, being no.160502067 for the year 2017, the Owners herein, i.e. **Kamal Mondal And Kanai Mondal** therein jointly described as the Parties of the Third Part jointly allotted ALL THAT piece and parcel of Land containing by estimation an area of 06Cottah 11Chittack 20 Sq.foot (equivalent to 449.231 Sq.Meters), lying situated and being part of the Municipal Premises No. 52, Rahim Ostagar Road, Police Station: Lake, in the District of South 24 Parganas absolutely and free from all encumbrances and the said land therein mentioned and described in the LOT-A of the Second Schedule therein and morefully mentioned in the FIRST SCHEDULE hereunder written and described as the "Said Premises /Project Land " and the Parties of the First Part i.e. **Kamal Mondal And Kanai Mondal** accepted the allotment in the joint estate all questioned as to accounts and mutual dealings having been waived by the all other co-owners absolutely and forever and the owelty monies reserved under the aforesaid partition deed has been duly paid and accordingly discharged.
- 5.12 Said Deed of partition dated 21-10-2016 was duly acted upon by all the parties therein and the properties allocated therein have been duly partitioned by metes and bounds.
- 5.13 Being joint owners of the said premises, the Owners herein i.e. **Kamal Mondal And Kanai Mondal** mutated their names in the records of the Kolkata Municipal Corporation and paid Municipal Taxes and other outgoings thereon.
- 5.14 The Developer herein has the adequate expertise in commercial exploitation of the real estates and the Owners being aware of the reputation in the locality approached the Developer for commercial exploitation of the said premises.
- 5.15 Thereafter the Owners herein i.e. **Kamal Mondal And Kanai Mondal** by a registered Development Agreement dated 18th April 2017, registered with the office of the ADSR, Alipore, South 24 Parganas in Book No. I, Volume No.1605-2017, Pages 53253 to 53283, being no. 160502073 for the year 2017, has entered into a Development Agreement with the **SRI Mohan Kumar Roy, (PAN AEQPR4761P)** son of Sri Janak Roy, a Hindu



businessman, by Nationality – Indian, residing at D / 621, Lake Gardens, P. S. Lake, P. O. Lake Gardens, Kolkata – 700045, carrying on a proprietorship Business under the name and style of **"BIDYARTHI BUILDERS (Developer)** herein for the purpose of construction of G+IV(Ground Plus Four) storied building on the Said Premises /Project Land on the terms & conditions as contained in the said Development Agreement.

- 5.16 By a Power of Attorney dated 18th April, 2017, registered in the Office of ADSR, Alipore, 24 Parganas (S) in Book No. I, Volume No. 1605-2017, pages 55280-55296, being Deed No. 160502133 for the year 2017, the said Owners herein i.e. **Kamal Mondal And Kanai Mondal** executed a Power of Attorney in favour of **SRI Mohan Kumar Roy** granting power for conveying the Flat/ apartment/ Car Parking Spaces and /or Commercial Space and/or other spaces along with other ancillary powers in the **Said Premises /Project Land** in favour of the intending Purchasers.
- 5.17 Thereafter the Developer Sanctioned the plan from Kolkata Municipal being Building Permit No. sanctioned the plan from the Kolkata Municipal Corporation a plan, vide Building Permit No.2019100105 dated 25th September 2019, in respect of the said Project building comprising of various independent apartments and commercial Space on the Said Premises/Project Land, more fully mentioned in the Part-I of the First Schedule hereinabove written:
- 5.18 By an Agreement for Sale dated the _____ made between the said **Kamal Mondal And Kanai Mondal** therein referred to as the Owner of the First Part and **SRI Mohan Kumar Roy**, (PAN AEQPR4761P) son of Sri Janak Roy, a Hindu businessman, by Nationality – Indian, residing at D / 621, Lake Gardens, P. S. Lake, P. O. Lake Gardens, Kolkata – 700045, carrying on a proprietorship Business under the name and style of **"BIDYARTHI BUILDERS (Developer)** therein referred to as the Developer of the Second Part and the _____ (ALLOTTEE) therein, herein referred to as the Purchaser of the Third Part and registered at the office of the _____ in Book No.I, CD Volume No. _____, Pages _____ to _____, Being No. _____ for the year _____ the said Owner therein and herein referred to as the Vendors with the consent and concurrence of the Developer therein agreed to grant, transfer, convey, assign and assure unto and in favour of the Purchaser herein _____ and therein referred to as the ALLOTTEE, herein referred to as the Purchaser All that the Unit /Apartment No. [] comprising of [] Nos. of exclusive balcony / verandah measuring [] square feet in total attached thereto on the [] floor of the Building and containing a carpet area of [] square feet (excluding the area of the balcony / verandah), built-up area of [] square feet or chargeable area of [] square feet), more fully mentioned and described in Part-I of the **Second Schedule** hereunder written Municipal Premises No.52, Rahim Ostagar Road, Kolkata-700045, Post Office: Lake Gardens, within the jurisdiction of ADSR-Alipore in the district of South 24 Parganas more fully described in **Part – I of the FIRST SCHEDULE** hereinafter referred to as the **Said Premises**) **And Together With** pro rata share in the common areas, amenities and facilities of the said Premises /Project Land (hereinafter collectively referred to as the **"Common Areas"** and more fully mentioned and described in the **THIRD SCHEDULE** hereto) (all hereinafter collectively referred to as the **"said Apartment"**) **And Together With** [] Nos. of car parking space and/or right thereto, more fully mentioned and described in **Part – II of the SECOND SCHEDULE** hereto) **And Together With** the right to use and enjoy the Common Areas in common with the other Allottees / Co-Owners of the Project more fully mentioned and



described in **Part – I and II** of the **Third Schedule** hereto (hereinafter referred to as “**Common Areas, Amenities And Facilities**”.)

- 5.19 **Completion of Sale:** The Developer has completed the construction of the New Building and has called upon the Purchaser to take possession and conveyance of the Said Unit And Appurtenances, which the Purchaser has agreed to receive and in pursuance thereof, the Vendor and the Developer is completing the sale of the Said Unit And Appurtenances in favour of the Purchaser, by these presents.
6. **Transfer:**
- 6.1 **Hereby Made by Vendor and Developer:** The Vendor and the Developer hereby, absolutely and for ever, sells, transfers and conveys to the Purchaser, free from all encumbrances of any and every nature whatsoever, the Said Unit And Appurtenances described in **Part III** of the **2nd Schedule** below, being:
- 6.2 **Said Unit:** All that the Unit /Apartment No. [] comprising of [] Nos. of exclusive balcony / verandah measuring [] square feet in total attached thereto on the [] floor of the Building and containing a carpet area of [] square feet (excluding the area of the balcony / verandah), built-up area of [] square feet or chargeable area of [] square feet), more fully mentioned and described in **Part-I** of the **Second Schedule** hereunder written Municipal Premises No.52, Rahim Ostagar Road, Kolkata-700045, Post Office: Lake Gardens, within the jurisdiction of ADSR-Alipore in the district of South 24 Parganas more fully described in **Part – I** of the **FIRST SCHEDULE** hereinafter referred to as the **Said Premises**)
- 6.3 **Car Park :**The right to park 1 (one) car in Covered Car Parking Space No _____ and/or right thereto, more fully mentioned and described in **Part – II** of the **SECOND SCHEDULE** hereto (**Car Parking Space**).
- 6.4 **Land Share:** Undivided, impartible, proportionate and variable share in the land contained in the Said Premises, as be attributable to the Said Unit (**Land Share**).
- 6.5 **Benefit of Plans:** Benefit of the Plans relating to the Said Unit and Undivided, impartible, proportionate and variable benefit of the Plans relating to the Share in The Common Portions as is attributable to the Said Unit (**Benefit of Plan**).
- 6.6 **Other Rights:** The Other Rights being all other rights appurtenant to the Said Unit and the Car Parking Spaces along with proportionate share in the Ultimate Roof of the Building (collectively **Other Rights**).
- 6.7 **Said Unit And Appurtenances** The Said Unit, the Land Share, the Benefit of Plans, the Car Parking Space, the Share In The Common Portions, Roof of the Building and the Other Rights which are collectively described in **Part-III** of the **2nd Schedule** below (collectively **Said Unit And Appurtenances**).



7. **Consideration:**

7.1 **Amount:** The transfer of the Said Unit and Appurtenances is being made in consideration of a sum of Rs _____/- (**Rupees _____ Only**) (**Consideration**) which the Purchaser has paid in full to the Developer and the Developer hereby by the Receipt and Memo below, admits and acknowledges the same.

8. **Terms of Transfer:**

8.1 **Conditions Precedent:**

8.1.1 **Title, Plan and Construction:** The Purchaser has examined or caused to be examined the following and the Purchaser is fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same:

- (a) The right title and interest of the Vendor and the Developer in respect of the New Building, and the Said Unit And Appurtenances;
- (b) The Plans as approved by KMC;
- (c) The design, layout, specifications and construction thereof and the condition and description of all fixtures and fittings installed and/or provided in the New Building, Common Portions and the Said Unit including the quality, specifications, materials, workmanship and structural stability thereof.

8.1.2 **Measurement:** The Purchaser is satisfied regarding the area of the Said Unit and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

8.2 **Salient Terms:** The transfer being effected by this Conveyance is:

8.2.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

8.2.2 **Absolute:** absolute, irreversible and perpetual.

8.2.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

8.2.4 **Other Rights:** together with all other rights appurtenant to the Said Unit And Appurtenances.

8.3 **Subject to:** the transfer of the Said Unit And Appurtenances being effected by this Conveyance is subject to:



11.1 **Vendor to do:** The Vendor hereby covenants that the Vendor or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or the Purchaser's successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser to the Said Unit And Appurtenances.

12. General:

12.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Unit 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.

13. Interpretation:

13.1 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

13.2 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

1st Schedule
(Said Premises /Project Land)

ALL THAT a piece and parcel of "Homestead" land containing by estimation an area of 06Cottah 41Chittaek 20 Sq.feet (equivalent to 449,231 Sq.Meters) together with asbestos /corrugated tin shed, lying and situated in Mouza: Gobindapur, J. L. No. 38, Touzi No.230 and 234, R.S. No.09, appertaining to Revisional Settlement Dag No.154 comprised in Revisional Settlement Khatian No.139, Police Station: Lake (Formerly Tollygunge), now lying and situated within the Ward No.93 of the Kolkata Municipal Corporation, now being part of the Municipal Premises No.52, Rahim Ostagar Road, Kolkata-700045, Post Office: Lake Gardens, within the jurisdiction of ADSR-Alipore in the district of South 24 Parganas, butted and bounded as follows:
On the North: By Part of LOT-B and LOT-C;
On the South: By Rahim Ostagar Road;
On the East: By 4'-0" wide common passage;
On the West: By 10'-0" wide common passage

2nd Schedule
(Said Unit and Appurtenances)
Part I
(Said Unit/ Apartment)

ALL THAT the Apartment No. [■] having carpet area of [■] square feet together with [■] Nos. of exclusive balcony / verandah attached to the said apartment and containing a total area of [■] square feet, or Built-Up area [■] square feet, or chargeable area of [■] square feet, on the [■]



floor of the Building as earmarked in the plan annexed hereto duly bordered thereon in red, in the Building named MAA at being part of the Municipal Premises No. 52, Rahim Ostagar Road, Kolkata -700045. Police Station: Lake, (Formerly Tollygunge) Ward No.93 of the Kolkata Municipal Corporation in the District of South 24 Parganas TOGETHER WITH the variable proportionate undivided indivisible impartible share or interest in the Common Areas of the said Project butted and bounded as follows. A layout plan of the said Apartment is annexed herewith,

ON THE EAST : BY _____

ON THE WEST : BY _____

ON THE NORTH : BY _____

ON THE SOUTH : BY _____

**Part-II
(Parking Space)**

Covered Car Parking Space NO _____ on the Ground Floor of the said Premises /Project Land as mentioned hereinabove for parking of medium-sized motor car / vehicles therein.

**3rd Schedule
(COMMON AREAS, AMENITIES AND FACILITIES)**

PART – I

(Common Areas divided proportionately amongst the Apartment Holders)

[Exclusive for Residential Apartment Holders]

- (a) Proportionate share of the land comprised in the said Premises attributable to all the residential apartments in the Project.
- (b) Common toilets in the Ground Floor for residential Purpose.
- (c) Overhead water reservoirs at the ultimate Roof of the Premises

Part-II

[Common Areas Exclusive for Apartment Holders]

- (a) Proportionate share of the land comprised in the said Premises attributable to all the commercial units in the Project.
- (b) One staircases upto Ultimate Roof along with their full, half and quarter landings.
- (c) Common entrance for egress and ingress purpose.
- (d) Common Toilets for commercial users.

[Common areas common for both Residential and Commercial Apartment Holders]

*Security Room serving both to residential and commercial section.



- (a) Electrical Room at Ground Floor for residential and commercial meters and electrical panels for building operations.
- (b) underground Reservoirs

THE 4th (Fourth) SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables, and wires in under or upon the Said Building/s and enjoyed or used by the flat-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the flat-owners in common as aforesaid and the boundary walls of the said Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Said Premises so enjoyed or used by the flat-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised In the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, CCTV, Security Systems, and also the costs of repairing, renovating and replacing the same including the costs/charges incurred/to be incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
3. **STAFF :** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus, other emoluments, benefits etc.
4. **TAXES :** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises (save those assessed separately in respect of any Apartment).
5. **INSURANCE :** Insurance premium, if Incurred for insurance of the said Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **COMMON SECURITY:** Expense for providing Security for the said Building/Said Premises by such Nos. of Security Personals as may be deem fit and proper by Owner or Owners Association on its formation.



8. **AMC:** AMC cost of all installations of the facilities/amenities installed in common areas or within the said Premises including Lift, CCTV, etc and to pay proportionate cost for Installation Of New Lift if required in near future
9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance in-charge for the common purposes.

Execution and Delivery:

In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

SIGNED SEALED AND DELIVERED by the VENDORS at Kolkata in the presence of :

SIGNED SEALED AND DELIVERED by the DEVELOPER at Kolkata in the presence of :

SIGNED SEALED AND DELIVERED by the PURCHASER at Kolkata in the presence of :

WITNESSES:

| | |
|----------------------|----------------------|
| SIGNATURE. : _____ | SIGNATURE. : _____ |
| NAME. : _____ | NAME. : _____ |
| FATHERS NAME : _____ | FATHERS NAME : _____ |
| ADDRESS. : _____ | ADDRESS. : _____ |
| _____ | _____ |



Receipt and Memo of Consideration

The Vendors confirms having received from the Purchaser a sum of Rs _____/- (Rupees _____) towards full and final payment of the Consideration for sale of the Said Unit And Appurtenances described in **Part-I and II** of the **2nd Schedule** above, in the following manner:

| Date | Mode | Bank | Amount (Rs.) |
|------|------|---------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | Total: | |

[Developer]

WITNESSES:

| | |
|----------------------|----------------------|
| SIGNATURE. : _____ | SIGNATURE. : _____ |
| NAME. : _____ | NAME. : _____ |
| FATHERS NAME : _____ | FATHERS NAME : _____ |
| ADDRESS. : _____ | ADDRESS. : _____ |
| _____ | _____ |



