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DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this..... day of December, Two Thousand Eighteen (2018) A.D. **BETWEEN (1) SRI PRAHLAD CHANDRA GHOSH** (PAN: ADCPG4210H) son of Late Haran Chandra Ghosh by faith Hindu, by occupation Business, residing at 17/10, Baishnabghata Road, P.O. Naktala, P.S. Patuli, Kolkata – 700 047, **(2) SRI NARAYAN CHANDRA GHOSH** (PAN: AGXPG8064F) son of Late Haran Chandra Ghosh by faith Hindu, by occupation Business, residing at 1901, Mukundapur, E-20, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075 and **(3) SRI SANKAR GHOSH** (PAN : AGHPG8013E) son of Late Makhan Lal Ghosh, by faith Hindu, by occupation Business, residing at A/26, Raj Narayan Park, P.O. Boral, P.S. Sonarpur, Kolkata – 700 154 , hereinafter called and referred to as the '**OWNERS / VENDORS**' (which expression shall unless otherwise repugnant to the context to be deemed to mean and include their respective heirs, executors, representatives, administrators and assignees) of **FIRST PART**. The FIRST PART is represented by their duly constituted attorneys appointed by a registered deed of Development Power of Attorney dated 04th day of November, 2015 A.D. at ADSR, Alipore , 24 Parganas (South) vide Being No.160507557, Book No-1 , Volume No.1605-2015, Pages from100722 to100745 in favour of M/S. P.N.S. ASSOCIATES (PAN : AAKFP2537P) , a partnership firm having its partners namely **(1) SRI PRAHLAD CHANDRA GHOSH** Late Haran Chandra Ghosh , **(2) SRI NARAYAN CHANDRA GHOSH** Late Haran Chandra Ghosh and **(3) SRI SANKAR GHOSH** Late Makhan Lal Ghosh.

. A N D

MR./MRS...... [PAN :] son/daughter of Mr. , by nationality- Indian, by faith - , by occupation - , residing at , hereinafter referred to as the "**PURCHASER/S**"(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**

A N D

M/S. P.N.S. ASSOCIATES (PAN : AAKFP2537P) , a partnership firm having its office situated at 25, Durga Prasanna Paramhansa Road, (D.P.P.Road), P.S. Jadavpur now Patuli, Kolkata – 700 047, being represented by its three partners namely **(1) SRI PRAHLAD CHANDRA GHOSH** (PAN : ADCPG4210H) son of Late Haran Chandra Ghosh by faith Hindu, by occupation Business, residing at 17/10, Baishnabghata Road, P.O. Naktala, P.S. Jadavpur now Patuli, Kolkata – 700 047, **(2) SRI NARAYAN CHANDRA GHOSH** (PAN : AGXPG8064F) son of Late Haran Chandra Ghosh by faith Hindu, by occupation Business, residing at 1901, Mukundapur, E-20, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075 and **(3) SRI SANKAR GHOSH** (PAN : AGHPG8013E) son of Late Makhan Lal Ghosh, by faith Hindu, by occupation Business, residing at A/26, Raj Narayan Park, P.O. Boral, P.S. Sonarpur, Kolkata – 700 154 hereinafter called and referred to as the "**PROMOTER / BUILDER / DEVELOPER / CONFIRMING PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its respective heirs, executors, administrators, successors, legal representatives and assigns/ nominee as per provision of Indian Partnership Act 1932 with its amendments up to date) of the **THIRD PART**.

P.N.S. ASSOCIATES



Partner

P.N.S. ASSOCIATES

P.N.S. ASSOCIATES



Partner



Partner

As Constituted Attorney of
Prahlad Chandra Ghosh
Narayan Chandra Ghosh
Sankar Ghosh

AND WHEREAS one Dukhiram Mondal *alias* Dukhi Mondal out of his own landed properties transferred by the Deed of Gift i.e. "Heba Bel Ewaznama" against "Del Mohar" as per provision of Mohamedan Law unto and in favour of his wife Gharballema *alias* Khyaranessa Bibi ALL THAT the land measuring 24 decimals comprising in R.S. Dag No. 207 under R.S. Khatian No. 285 of Mouza Roynagar, J.L. No. 47, P.S. now Bansdrani, District South 24 Parganas along with other land in other dags and the said deed was registered with the District Registrar at Alipore and recorded in Book No. 1, Volume No. 36, pages from 181 to 184, Being No. 769 for the year 1967.

AND WHEREAS one Kadbanu Bibi, daughter of Dukhiram Mondal *alias* Dukhi Mondal got and acquired a plot of the land measuring 7 cottahs 14 chittaks approx. in R.S. Dag No. 207 under R.S. Khatian No. 285, Mouza Roynagar, J.L. No. 47, P.S. Bansdrani, District South 24 Parganas by way of gift from her father Dukhiram Mondal *alias* Dukhi Mondal and the said Deed of Gift was registered with the Sub Registrar at Alipore and was recorded in Book No. 1, Volume No. 76, Pages from 159 to 167, Being Deed No. 3883 for the year 1968.

AND WHEREAS said Dukhiram Mondal *alias* Dukhi Mondal died intestate leaving behind surviving his wife said Gharballema *alias* Khyaranessa Bibi and only child i.e. married daughter said Kadbanu Bibi, wife of Late Saburali Piyada as his only heiresses and according to 'Faraeznama' i.e. Muslim Succession Certificate dated 20.08.2005 issued by Kazi Md. Jabihur Rahaman Atique, Muslim Registrar & Kazi, office of Jaynagar Kazi at Village Alipore, P.O. Baharhu, P.S. Jaynagar, District South 24 Parganas said Gharballema *alias* Khyaranessa Bibi got 12.50% by way of inheritance and Kadbanu Bibi, wife of Late Saburali Piyada got 87.50% by way of inheritance of the property left by Dukhiram Mondal *alias* Dukhi Mondal. Further after the intestate death of said Gharballema *alias* Khyaranessa Bibi said Kadbanu Bibi, wife of Late Saburali Piyada got the entire property left by Gharballema *alias* Khyaranessa Bibi.

AND WHEREAS said Kadbanu Bibi, wife of Late Saburali Piyada got and acquired the land measuring 8 cottahs 4 chittaks 30 Sq. Ft. approx. in R.S. Dag No. 207 under R.S. Khatian No. 285, Mouza Roynagar, J.L. No. 47, P.S. Bansdrani, District South 24 Parganas by way of inheritance from her deceased mother namely Gharballema *alias* Khyaranessa Bibi.

AND WHEREAS said Kadbanu Bibi died intestate on 24.10.2009 leaving behind her three sons namely Anwar Hossein Piyada, Zakir Hossein Piyada & Nasir Hossein Piyada and her two daughters namely Jahanara Khatun and Nurjahan Mondal as her only heirs, successors, legal representatives and claimants as per Mohaman succession law. The husband of Kadbanu Bibi i.e. Saburali Piyada having been predeceased her.

AND WHEREAS said heirs of Kadbanu Bibi namely Anwar Hossein Piyada, Zakir Hossein Piyada, Nasir Hossein Piyada, Jahanara Khatun & Nurjahan Mondal jointly sold and transferred of aforesaid plot of land measuring 12 (twelve) Cottahs 3 (three) Chittaks 17 (seventeen) Sq. Ft. and structures thereon unto and in favour of above present owners namely Sri Prahlad Chandra Ghosh, Sri Narayan Chandra Ghosh & Sri Sankar Ghosh the Vendors hereof by a Deed of Conveyance which was registered on 09.07.2012 in the office of Additional District Sub Registrar at Alipore and was recorded in Book No. 1, CD Volume No. 24, pages 4016 to 4030, Being No. 05529 for the year 2012.

AND WHEREAS after purchase of the said plot of land the present owners hereinabove assessed their property (as mentioned in the schedule hereunder) mutated their names as joint owners in respect of the aforesaid land in the record of the office of the Block Land and Land Reforms Office vide mutation case no.1012,1013,1014 in the year 2012 and there after mutated their names in the record of the Kolkata

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Partner

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Narayan Chandra Ghosh
Sankar Ghosh

Narayan Chandra Ghosh

Partner

Municipal Corporation and the said property has been assessed and numbered as Premises No.113, Bande Ali Pally Road, Kolkata – 700070 having Assessee No.311120302260 under Ward No.112, Borough-XI, and have been enjoying the said property free from all encumbrances, charges, liens, attachments and liabilities.

AND WHEREAS the owners hereinabove are desirous of raising a building on the said land described in the First Schedule hereunder written containing several self – sufficient residential flat and car parking spaces etc according to the building plan no.101/15-16 date 11.06.2015, Borough – XI, sanctioned by the Kolkata Municipal Corporation in the names of the owners.

The Land Owners, the party of the First Part desired to develop the said land by erecting multistoried building and to materialize their object hence the First Part with a view to beneficial use of their said property were in contact for a considerable time in the past with the Third Part, being the Developer herein, for development of the said property at the cost and responsibility of the Third Part, for their mutual benefit as per Sanction Plan of Kolkata Municipal Corporation, the Developer ultimately agreed and entered into a written Agreement for Development registered at ADSR, Alipore, 24 Parganas (South) vide Being No.160507309, Book No.-I, Volume No.1605, Pages from 94710 to 94752 on 15th day of October 2015 as per terms and conditions mentioned therein for the erection of the multistoried building(s) along with other facilities, therein on the Development Power of Attorney was registered on 4th, November, 2015 registered at ADSR, Alipore, 24 Parganas (South), recorded in Book No.-I, Vol No.1605-2015, Pages from 100722 to 100745, Being No.160507557 for the year 2015.

The Developer out of their own funds and on moneys received from the intending purchaser/purchaser of Flat and car parking spaces therein for constructing the building at the said Premises No. 113, Bande Ali Pally Road, P.O. Bansdrani, P.S. Bansdrani, Kolkata – 700070 under Ward No. 112 within the jurisdiction of Kolkata Municipal Corporation, more particularly described in First Schedule hereunder written and hereinafter called 'The said land' and on behalf of several purchaser / purchasers, parties or nominees of the Developer intending to acquire flat and car parking spaces and/or units in the said building in accordance with the sanction of the Kolkata Municipal Corporation consisting of Ground plus three storied comprising therein, several flat and car parking spaces, and/or independent units / car parking spaces of diverse areas with all amenities/ facilities therein out of Developer's Allocation as per the said Agreement for Development dated 15th day of October, 2015

1. As per Development Agreement aforesaid the Developer being the Third part and the landowner being the First Party herein have entered into and propose to enter into agreement with purchaser / purchasers and other persons for sale of flat and car parking space / units / parking spaces and the right and interest in the said indivisible proportionate share in land and building on ownership basis free from all encumbrances whatsoever.

AND WHEREAS the First Part already obtained the sanctioned aforesaid Building plan from the Kolkata Municipal Corporation and as per the said sanctioned plan no.101/15-16 date 11.06.2015 the said Third party started construction of G+III storied building together with car parking spaces in several Blocks, thereto on the land and the premises described in First Schedule hereunder written free from all encumbrances and expressed their desire to sell out of all the flat and car parking space / flat / car-parking space in the said premises out of Developer's Allocation in terms of the said Agreement for Development.

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2. The Developer, Third Part has agreed to sell and the Purchaser has agreed to purchase a flat with car parking space in the said new building when completed and more fully described in Second Schedule hereunder written on ownership basis as herein mentioned together with proportionate undivided share or interest of land at the said premises and other common parts and area and equipment, fixtures and fittings of common utility in the said buildings free from all encumbrances whatsoever coupled with several obligations mentioned hereunder.

AND WHEREAS the building is complete and is named or known as "GREEN ENCLAVE".

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

AND WHEREAS the Purchaser being so satisfied are desirous of acquiring a Flat which is marked and identified as No. "....." on floor measuring sq.ft. (carpet area) in Block -..... more or less with one car parking space being no."....." measuringsq.ft. in Block -....on the Ground floor under the said Building at project "Green Enclave" (hereinafter referred to as "The said Flat and Car Parking Space") upon the terms and conditions hereinafter mentioned and offered Rs..... (Rupeesonly) as total consideration to which Third Part agreed.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the agreement for sale dated 19.01.2018 and in consideration of the sum of Rs..... (Rupeesonly) paid in full by the said Purchaser to the said party of the third part by several instalments on or before the execution of these presents (the receipt whereof the said party of the third part do hereby admit and acknowledge) and of and from the same and every part thereof the said party of the first part and third part do hereby grant, convey, transfer, assign and assure and discharge the said Purchaser his heirs, executors, administrators and assigns ALL THAT one Flat and Car Parking Space together with undivided proportionate share of land underneath, the common areas, facilities and amenities including the right to use the roof of the said G+III storied building and also the staircase, landing, lobby and lift / lifts at Premises No. 113, Bande Ali Pally Road, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700070 under Ward No. 112 within the jurisdiction of Kolkata Municipal Corporation, which is morefully described in Second Schedule hereunder written.

AND the said party of the first part and the third part to their limit and extent of their respective right, title and interest do hereby grant, transfer, sell, convey, release, assign and assure the said Purchaser the proportionate undivided share of land in relation to the said flat and car parking space hereby sold, granted, transferred, conveyed, assigned and assured at Premises No. 113, Bande Ali Pally Road, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700070 under Ward No. 112 within the jurisdiction of Kolkata Municipal Corporation as aforesaid and morefully and particularly described in the Second Schedule hereunder written with full and free right and liberty for the said Purchaser his tenants, servants, agents, visitors, and all persons authorized by the said Purchaser from time to time and all times hereafter and for all purpose connected with the use and enjoyment of the said flat and car parking spaces and also full and free right and liberty for the said Purchaser

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Partner

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his heirs, successors in interest for the best use and enjoyment of the flat and car parking space as described in the second schedule hereunder TOGETHER WITH all other rights and liberties, easements, privileges, advantages, appendages and appurtenances whatsoever belonging to the said flat and car parking space occupied or enjoyed, accepted required, deemed and known any part or parcel thereof appurtenant thereto and reversion or reversions remainder or remainder and all rents issues and profits thereof and all the right, title, interest, inheritance, use, trust, possession, property, claim and demand whatsoever of the said Vendors or into out of land of and upon the said flat and car parking space and every part thereof TO HAVE AND TO HOLD flat and car parking space as described in the second schedule hereunder written together with proportionate share of land underneath the said flat and car parking space at Premises No. 113, Bande Ali Pally Road, P.O. Bansdroni, P.S. Bansdroni, Kolkata – 700070 under Ward No. 112 within the jurisdiction of Kolkata Municipal Corporation, hereby granted sold, transferred, conveyed and confirmed, expressed and intended to be so and unto and to the use of the said Purchaser in the manner aforesaid and the said flat and car parking space as described in the second schedule hereunder written have not been encumbered or charged and the Purchaser his heirs, successors, executors, administrators and assigns shall and may at all times and every time hereafter, peaceably and quietly possess and enjoy the said flat and car parking space and receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbances, claim or demand whatsoever from or by the said Vendors and the third part or any person or persons lawfully or equitably claiming from under or in trust for him.

AND THAT THE PURCHASER DOETH HEREBY AGREED AND DECLARED as follows:-

1. The Purchaser has prior to the execution of this agreement made thorough search about the title of the said land as described in the First Schedule hereunder and he will not be entitled to make further investigation and / or objection to any matter relating to the title of the said premises building and plan.

2. The Purchaser had seen the plan and has got himself satisfied regarding the construction of the said building and units therein and the measurement of the said flat and car parking space intended to be purchased by him and the mode of use and enjoyment thereof. Since the Purchaser had made thorough search and enquiry about the said premises and the said flat and car parking space and being fully satisfied about titles and facility / amenities the Purchaser shall hereof not be entitled to make further question and / or objection and / or make any claim or demand whatsoever against the party of the first part and the third part herein with regard thereof in future.

3. The Purchaser agreed to pay to the said party of the first part and the third part or his assigns as follows:-

a. Proportionate share with other flat owners jointly of KMC rates and taxes levied or to be levied hereinafter, maintenance and service charges and all other expenses and outgoings necessary and incidental to the use of the said property being Premises No. 113, Bande Ali Pally Road, P.O. Bansdroni, P.S. Bansdroni, Kolkata –

700070 under Ward No. 112 within the jurisdiction of Kolkata Municipal Corporation, as laid down in Third Schedule hereunder written.

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

P.N.S. ASSOCIATES

Prahlad Chandra Ghosh,

Partner

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Sankar Ghosh, Narayan Chandra Ghosh

Partner

Partner

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

d. For the time being the Purchaser shall pay to the said party of the first part herein the sum to be decided by the party of the first part per month being his proportionate share of the KMC rates and taxes and maintenance and service charges of the said Premises No. 113, Bande Ali Pally Road, P.O. Bansdrani, P.S. Bansdrani, Kolkata – 700070 under Ward No. 112 within the jurisdiction of Kolkata Municipal Corporation, till the said flat and car parking space are separately assessed by the Kolkata Municipal Corporation. The said sum is subject to variation and enhancement from time to time as and when occasion may arise.

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

1. The Purchaser shall punctually continue to pay at all times and every time to the party of the First Part herein or the Association or Committee or Society which may be formed later on monthly and every month within seven days of each calendar month the amount which may be assessed by the said Vendors or the Association or Committee or Society which shall be formed from time to time being the amount payable by the purchaser in respect of the said flat and car parking space sold to him till the said flat and car parking space are separately assessed and the proportionate share of KMC rates and taxes, maintenance and services and outgoings payable in respect of the entire Premises No. 113, Bande Ali Pally Road, P.O. Bansdrani, P.S. Bansdrani, Kolkata – 700070 under Ward No. 112 within the jurisdiction of Kolkata Municipal Corporation.
2. The Purchaser shall not do or cause to be done any act and deed whereby the security of the said building or the premises or any part thereof may be jeopardized.
3. The Purchaser shall not store any inflammable, combustible or obnoxious and / or objectionable goods or materials in the flat and car parking space as described in the second schedule hereunder sold to him or any part thereof.
4. The amount which is payable by the Purchaser to the party of the first part / society, monthly in every month in respect of the said flat and car parking space sold to him if remain unpaid the same shall form a first charge on their said flat and car parking space and user of common services shall be discontinued.
5. Save and except, the right of access to the flat and car parking space and the right of ingress and egress through the said entrance to the said flat and car parking space hereto conveyed the purchaser shall have the right of use and enjoyments of facility in common with other flat owners peacefully in respect of the common portions and facilities at the ground floor of the said premises and shall not have any right or interest in respect of any other portion of the said premises.
6. The Purchaser shall not object to any further construction addition and alterations by Vendors in the said Premises or any part thereof subject to the observance of law applicable for such alterations and permission from the Kolkata Municipal Corporation and purchaser also agreed that the developer will have

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every right to change orientation of unsold flats as per their convenience and get the revised sanction from the competent authorities without any legal objection from any purchaser and the developer will have every right to change location, orientation, size and design of septic tanks, SU water reservoir, fire tanks, overhead reservoir, lift machine room as per the decision of the engineer-in-charge and get the revised sanction from the competent authorities without any legal objection from the purchaser and the developer, if desire to make / construct commercial unit at the unsold car parking space on the ground floor of the said building within their allocated portion and will have the absolute right to enjoy / commercially exploit it without any objection / hindrance from the purchaser and the purchaser will have no right to file suits in any court of law, forum or otherwise against it. The common areas in the building and / or the said premises will be used in common with the owner. The Developer will have every right to sell car parking spaces at ground floor to the intending purchaser / purchasers at their own discretion without any legal objection from the purchaser / purchasers.

7. The Purchaser shall not make in the flat and car parking space hereby sold to him any structural alterations additions or improvements of a permanent nature without the prior approval in writing of the said Vendors or the Association or Committee or Society that may be formed later on.

8. The Purchaser shall not use the common vacant space for stacking any materials thereon.

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

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

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

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

2. The party of the first part and the third part declare that the said Premises No. 113, Bande Ali Pally Road, P.O. Bansdróni, P.S. Bansdróni, Kolkata – 700070 under Ward No. 112 within the jurisdiction of Kolkata Municipal Corporation, has not yet been affected by any scheme of acquisition or requisition and the Vendors never received any Notice to that effect and the Vendors declare that the said flat and car parking space are not affected by any order or attachment or injunction of nay Court or any other competent authority or authorities whatsoever.

P.N.S. ASSOCIATES

Prahlad Chandra Ghosh,
Partner

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Narayan Chandra Ghosh, Partner

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3. That the Purchaser shall have every right to mutate her names and to get the said flat and car parking space (as shown in the plans attached herewith) separately assessed in the office of the Kolkata Municipal Corporation at their own cost and for the same , the Vendors shall endorse and convey their consent or "No Objection", if required.
4. That the party of the first part and the third part shall co-operate with the Purchaser to arrange and install separate electric meter in the names of the purchaser from where the Purchaser shall enjoy the electricity for their said flat and car parking space purchased by him.
5. That the Purchaser shall have absolute right to use and enjoy the flat and car parking space hereby sold as absolute owners thereof with all rights to sell, transfer, convey gift and mortgage the same against consideration to any third party as per his own choice and discretion, saddled, of course with the duties and obligation contained herein.
6. That the Purchaser shall not be liable for payment of any arrear of taxes, dues or outgoings prior to taking over the possession of the said flat and car parking space hereby conveyed.

-:THE FIRST SCHEDULE:-

(Description of the Property)

ALL THAT the piece and parcel of bastu land measuring 12 (twelve) kotthas 03(three) Chittak 17 (seventeen) Sq.Ft be the same or little more or less lying at together with the existing tiled shed structures measuring more or less 150, 350, 500 sq.ft. (i.e. total more or less 1000 sq.ft.) standing thereon comprised in R.S. Dag No.207 (P), R.S. Khatian No.285 of Mouza Roynagar, J.L. No.47, R.S. No.201, P.S. Regent Park (now Bansdroni) lying and situated at and being premises no.113, Bande Ali Pally Road having Assessee No.31120302260, P.S. Bansdroni, Kolkata – 700070, within Ward No.112, Borough-XI of the Kolkata Municipal Corporation and aforesaid land on which the new G+III storeyed building is being erected is butted and bounded by:-

ON THE NORTH :- House of Sri Biman Banerjee then 12ft wide common passage upto the end of the above land then 16ft wide common passage (land from Dag No.207) then 16ft wide Municipal Corporation Road known as Bande Ali Pally Road.

ON THE SOUTH :- House of D. Chakraborty & Swapan Debnath (Land R.S. Dag Nos.- 216,214)

ON THE EAST :-Land R.s. Dag No.207(P).

ON THE WEST :-House of Dhurjyoti & Ajay Ganguly (Land R.S. Dag No.213).

-:THE SECOND SCHEDULE - ABOVE REFERRED TO:-

(The Flat and car parking space hereby sold)

ALL THAT the said Flat No. "....." [flooring – vitrified tiles] in Block-..... at floor of the building constructed at premises No. 113, Bande Ali Pally Road, P.O. Bansdroni, P.S. Bansdroni , Kolkata – 700070 under Ward No. 112 within the jurisdiction of Kolkata Municipal Corporation. Comprising (.....) bed rooms, 1(one) living dining room, 1 kitchen(pantry), 1 (one) toilet, 1 (one) W.C. 1(one) verandah measuring..... sq.ft. carpet area with one car parking space being no. "... " measuring sq.ft. more or less at ground floor in Block-..... at project - "Green Enclave" as per enclosed layout / plan of the said flat.

P.N.S. ASSOCIATES

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Partner

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Sanjay Ghosh *Narayan Chandra Ghosh*
Partner Partner

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Narayan Chandra Ghosh
Sanjay Ghosh

and the said car parking space together with undivided proportionate share in the land beneath the building and undivided proportionate share in all common parts areas facilities and amenities together with right to use the various installation comprised in the said building in common with others.

N.B:- Calculation:-

Built-Up Area= Covered area of the said flat + Prop. Share of stair including stair head room +share of lift including lift machine room+ proportionate share of lobby.

Super-built-up= Built up area+ Service(25% of Built-up) .

THE THIRD SCHEDULE ABOVE REFERRED TO

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

1. Proportionate costs of maintaining, replacing, white washing, painting, rebuilding , decorating and the maintenance of the said building rain water pipes, gas pipes, sewerage and drains and equipments in order or upon the said building as enjoyed or used in common by the other occupiers thereof.
2. Proportionate costs of cleaning and lighting the entrance, lawns, parking space, passage landings, staircase and other parts of the said buildings as enjoyed or used in common by the occupiers thereof.
3. Proportionate cost of maintenance of light , pump , tube well and other plumbing works including all other service charges for services rendered in common with all other occupiers of the said building.
4. Proportionate cost of insuring the said building against earth quake , fire, mob, damages and civil commotion etc.
5. The Proportionate share of Kolkata Municipal Corporation rates and other taxes both owner and occupiers and other outgoings etc. Payable in common for the said building till the said flat and car parking space are separately assessed by the Kolkata Municipal Corporation and or any other competent authorities.
6. The Proportionate share of all electric charges payable in common user for the said building.
7. The Proportionate rent payable to the Collector, 24 Parganas (South).
8. The Proportionate share of such other expenses printing and stationery as well as litigation expenses incurred in respect of any dispute with the Kolkata Municipal Corporation, Kolkata Improvement Trust or any other local authority or Government and with Insurance Company in relation to the same as are deemed by the said owners or the said party of the Third Part or the Ad-hoc Committee, Society or the Association (that may be formed later on) to be necessary and incidental to the maintenance and up- keep of the said building and premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON AREAS AND FACILITIES)

1. Sweepers / maintenance staff shall however have access to common open space for maintenance or building only.

P.N.S. ASSOCIATES

Prahlad Chandra Ghosh,

Partner

P.N.S. ASSOCIATES

P.N.S. ASSOCIATES

Sankar Ghosh Narayan Chandra Ghosh

Partner

Partner

As Constituted Attorney of
Prahlad Chandra Ghosh
Narayan Chandra Ghosh
Sankar Ghosh

2. Septic Tank, under ground and over head water reservoirs along with the plumbing and electrical fittings affixed the rate, drainage system etc. in common area of the said building and lift facility.
3. Motor Pump and pump room in common areas of the said building.
4. Land , main entrance , roof , passage, lobby, parapet wall, pipes, drains, sanitary pipes, drainage and sewerage, motor and pump, water tank, overhead and underground water tank, water pipe and other common plumbing, rain water pipe drains, sewerage, main water connection from the Corporation to the underground reservoir, main water delivery pipes lines from underground reservoir to overhead water tanks, all distribution pipe lines to kitchen and toilets of different units flats and / or common portions.
5. Only general lighting of the commons portions shall be provided but the purchaser shall share electric consumption charges, proportionately.
6. Main electric distribution board with electric wiring and electric meter, water and sewerage evacuation pipes from the flat / units to main drains and sewers common to the building , water reservoir pipes lines but all maintenance charges for common electric light and all common amenities will be shared by the purchaser , proportionately.

N.B. :- Maintenance costs including repairs / replacement and salary of staff etc. shall be borne by the purchasers / occupiers pro-rata based on measurement of their respective area of occupancy.

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

SIGNED, SEALED AND DELIVERED

At Kolkata in the presence of:

WITNESSES:-

1)

P.N.S. ASSOCIATES P.N.S. ASSOCIATES P.N.S. ASSOCIATES
Prahlad Chandra Ghosh, Sankar Ghosh, Narayan Chandra Ghosh
 Partner Partner Partner

As Constituted Attorney of
 Prahlad Chandra Ghosh
 Narayan Chandra Ghosh
 Sankar Ghosh

 SIGNATURE OF THE OWNERS/VENDORS

2)

 SIGNATURE OF THE PURCHASER/S

P.N.S. ASSOCIATES P.N.S. ASSOCIATES P.N.S. ASSOCIATES
Prahlad Chandra Ghosh, Sankar Ghosh, Narayan Chandra Ghosh
 Partner Partner Partner

 SIGNATURE OF THE BUILDERS /
 DEVELOPERS / CONFIRMING PARTY

Drafted by :

Advocate

Typed by me :

P.N.S. ASSOCIATES

P.N.S. ASSOCIATES

P.N.S. ASSOCIATES

Prahlad Chandra Ghosh, Sankar Ghosh, Narayan Chandra Ghosh
 Partner Partner Partner
 As Constituted Attorney of
 Prahlad Chandra Ghosh
 Narayan Chandra Ghosh
 Sankar Ghosh

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs..... (Rupees only) paid in full by the said by the undersigned as follows:-

Sl. No.	Cheque No.	Date	Bank	Amount(Rs.)
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.....

.....
TOTAL Rs.

WITNESSES:-

1)

2)

.....
SIGNATURE OF THE BUILDER /
DEVELOPER / CONFIRMING PARTY
(i.e. the party of the third part)

Typed by me :

P.N.S. ASSOCIATES

Prahlad Chandra Ghosh
Partner

P.N.S. ASSOCIATES

Narayan Chandra Ghosh
Partner

P.N.S. ASSOCIATES

Sankar Ghosh
Partner

As Constituted Attorney of
Prahlad Chandra Ghosh
Narayan Chandra Ghosh
Sankar Ghosh