

**DEED OF CONVEYANCE**

**THIS INDENTURE OF SALE** made this \_\_\_\_\_ day of ..... **20..**,

**BETWEEN**

SABYASACHI CONSTRUCTION  
*Sabyasachi Subodh Sr.*  
Proprietor

(a) **SMT. CHITRA BHATTACHARJEE (NEE BANERJEE) (PAN-AFNPB5708E)**, widow of Late Bidyut Bhattacharjee and daughter of Late Sudhish Chandra Banerjee, (b) **SMT. SUVRA BANERJEE (PAN-ANKPB8764D)** daughter of Late Sudhish Chandra Banerjee, both by faith Hindu, by Nationality Indian, by Occupation – Retired Service, both are residing at Premises No. 18, Barada Avenue, P.O. Garia, P.S. Patuli, Kolkata- 700084 hereinafter referred to as the **LAND OWNERS/OWNERS** (which expression shall unless otherwise excluded by or repugnant to the context mean and include their heirs executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

(1) ..... **PAN NO** ..... , age about ..... years, **Son of** ..... , by occupation ..... , by faith ..... , by Nationality Indian, residing at ..... , P.O.- ..... , P.S. ..... , Kolkata- ..... hereinafter referred to as the **PURCHASER/S** (which expression shall unless otherwise excluded by or repugnant to the context shall mean and be deemed to include his/her heirs, administrators, representatives and assigns) of the **SECOND PART**.

**AND**

**M/S SABYASACHI CONSTRUCTION, having GSTN 19AKXPS0409A1Z1** at Postal Premises No. 8 Dabur Park, and KMC premises No.27 Raja S. C. Mullick Road, P. S.- Patuli, Kolkata-700084 represented by its **Proprietor SRI SABYASACHI SUTRADHAR**, having **PAN No. AKXPS0409A**, son of late Surendra Nath Sutradhar, residing at Residing at A/7 New Raipur, P.O. Garia, Police Station – PATULI, Kolkata – 700084 hereinafter referred to as **PROMOTER/DEVELOPER/CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context mean and be deemed to include its executors, successors-in-office/chair, administrators, legal

representatives and assigns) of the **THIRD PART, WHEREAS** the **PROMOTER/DEVELOPER/ THIRD PART/CONFIRMING PARTY** is empowered by a Registered Development Power of Attorney execute on 13<sup>th</sup> December, 2024 and duly registered on 20<sup>th</sup> December 2024 at D.S.R. III Alipore, vide Book No I, volume No.1603-2024, Pages From 559492 to 559509, being No.160321180 for the year 2024.

**WHEREAS** by virtue of a deed of conveyance dated 16<sup>th</sup> February, 1962 one Sudhish Chandra Banerjee of 35, Sovabazar Street, P.S. Shyampukur, Kolkata-700005, the deceased father of the One Part herein, purchased the property All that piece and Parcel of land containing by estimation 4(four) Cottahs 15(fifteen) Chittaks and 10(ten) Sq.ft. be the same or little more or less situated lying at Mouza Baishnabghata, under the Dag No. 661, after B.L. & L.R.O. mutation the New Khatian No. 1092 and 1093 (formerly Khatian No.30), and J.L. No. 28 under P.S.- Jadavpur, Dist. 24 Parganas (now known as Premises No 18, Barada Avenue,P.O.-Garia, P.S.- Patuli, Kolkata-700084, Dist. 24 Parganas South) from Taradhan Chattopadhyay (Ghatak) son of Late Barada Prasad Chattopadhyay (Ghatak) of Garia, Baishnabghata, Dist.-24 Parganas, and the deed was registered in the office of the Registrar of Assurance at Calcutta and recorded in Book No.-I, Vol. No. 42, Pages 294 to 300, Being No. 787 for the year 1962 and since purchase the said Sudhish Chandra Banerjee Seized and possessed of the same without any disturbances and hindrance whatsoever and after mutating his name in the office of K.M.C. and on payment of rates and taxes to the appropriate authority or authorities and he subsequently erected a pucca two storied building thereon measuring 2000sq.ft. a little more or less which is more than 55 years old.

AND WHEREAS the said Sudhish Chandra Banerjee died intestate on 12/05/1993 leaving behind him his wife Smt. Aparna Banerjee (now deceased) and his four daughters namely Chitra Bhattacharjee, Sukla Banerjee (now deceased), Maya Banerjee (now deceased) and Ms. Suvra Banerjee as the only legal heirs and legal representatives of the said Sudhish Chandra Banerjee;

AND WHEREAS Shukla Banerjee, Maya Banerjee died on 16/04/2014, 26/06/2001 respectively who were unmarried.

AND WHEREAS The Owners are desirous of Development of their aforesaid landed property measuring about 4 (four) cottah 15 (fifteen) chittak 10sq.ft. but due to lack of fund, old age and experience they were not in a position to develop the same and accordingly they had approached (1) Sri Biswajyoti Bagchi son of Late Bibhas Bagchi by occupation business, by Nationality Indian residing at 4/153, Jatindas nagar, P.O. & P.S.- Belgharia, Kolkata-700056, and (2) Sri Sagnik Mukherjee son of Sri Arindam Mukherjee by occupation service by Nationality Indian, residing at 44F, Baishnabghata Road, P.O.-Naktala, P.S.- Netaji Nagar, Kolkata-700047 and execute a Development Agreement on 8<sup>th</sup> August 2019 and the said Development Agreement was duly registered at the office of the A.R.A. -IV Kolkata and recorded in its Book No.I, Volume No.1904-2019, Pages 371742 to 371798, Being No.190407769 for the year 2019 along with Development Power of Attorney, Being No.190407794 for the year 2019. At the time of Registration of the Development Agreement and Development Power of Attorney the Then Developer Paid Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) only to the Land-Owners.

AND WHEREAS Smt. Aparna Banerjee Owner No1 in the aforesaid Development Agreement died on 24/04/2021 leaving behind her two daughters Smt. Chitra Bhattacharjee and Suvra Banerjee as aforesaid as her only legal heirs and legal representatives.

AND WHEREAS the Development Agreement dated 08/08/2019 in respect of the said property being premises No.18 Baroda Avenue, P.S.-Patuli, P.O. Garia, Kolkata-700084, Dist. South 24 Parganas could not be further proceeded due to unavoidable circumstances and therefore, the parties i.e. Smt. Chitra Bhattacharjee and Smt. Suvra Banerjee Land Owners therein and (1) Sri Biswajyoti Bagchi, and (2) Sri Sagnik

Mukherjee Developer therein decided that they will not proceed furthermore and the said agreement to be made cancelled. Accordingly, the Land Owners refund Rs.

\_\_\_\_\_ /- (Rupees \_\_\_\_\_) only to the Developer (1) Sri Biswajyoti Bagchi, and (2) Sri Sagnik Mukherjee by one \_\_\_\_\_ dt. \_\_\_\_\_ of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only and another Ch. \_\_\_\_\_ dt. \_\_\_\_\_ of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only both cheques are drawn on State bank of India Baroda Park Branch.

AND WHEREAS Smt. Chitra Bhattacharjee and Smt. Suvra Banerjee the owners and "(1) Sri Biswajyoti Bagchi, (2) Sri Sagnik Mukherjee Developer on mutual understanding execute a Cancellation of Development Agreement on 3<sup>rd</sup> February, 2024 and the said Cancellation of Development Agreement was duly registered at the office of the Additional Registrar of Assurance Office of the A.R.A. – IV Kolkata West Bengal, and recorded in its Book No. I, Volume Number : 1904-2024, Page from 176635 to 176653, Being No. 190402828 for the year 2024 and the Development Power of Attorney being No. 190407794 for the year 2019 was automatically cancelled due to demise of Smt. Aparna Banerjee on 24/04/2021 who was one of the co-owners of the plot and also the Development Agreement dated 08/08/2019 was cancelled.

AND WHEREAS after demise of Aparna Banerjee the said Smt. Chitra Bhattacharjee and Ms. Suvra Banerjee (the Owner herein) seized and possessed of or otherwise well sufficiently entitled to the land and property being premises No. 18, Barada Avenue, P.S.- Patuli, Kolkata-700084, morefully described in the First Schedule herein and completed the K.M.C. Mutation and B.L. & L.R.O. mutation in favour of Smt. Chitra Bhattacharjee and Ms. Suvra Banerjee and paid of all taxes without any disturbance and hindrance whatsoever and they are enjoying the same peacefully and free from all encumbrances, liens, lispendens, and attachment whatsoever.

**AND WHEREAS** now the Owners for their better beneficial use of residential accommodation hereto intends to develop the said plot of land by erecting and/or constructing modern G+3 storied building according to the building plan to be sanctioned by the Kolkata Municipal Corporation authority after demolishing the existing old building/ structure standing thereon. But the said Owners has not sufficient financial capacity for implementation of such desire for construction of modern building they approached the Second Party and then the parties herein after prolonged discussions agreed and covenant with each other and execute this Development Agreement/Construction Agreement on ..... and duly Registered on ..... at D.S.R. ...., Vide Book No. ...., Volume No. ...., Page from ..... to ..... , Being No. ..... for the year ..... , along with Registered Development Power of Attorney execute on ..... and duly registered on ..... at D.S.R. ...., vide Book No. ...., volume No. ...., Pages From ..... to ..... , being No. ..... for the year 2024.

AND WHEREAS the Owners again through the Developer submitted a building plan of a proposed building to be constructed upon at the said premises before Kolkata Municipal Corporation and obtained sanctioned of such plan Vide **Building Permit No.** ..... **dated** ..... , ..... from Borough —XI of the Kolkata Municipal Corporation. AND WHEREAS by the Development Agreement dt. ..... the Land-Owners **SMT. CHITRA BHATTACHARJEE (NEE BANERJEE)** and **SMT. SUVRA BANERJEE** has agreed to sell and transfer the constructed area being the independent flat and/or flats and other space excepting the Owner's Allocation, as shall be required by the Developer to and unto the Developer's nominees on the terms & conditions there in contained AND WHEREAS by the said Development Agreement dt. ..... the Owners being the said **SMT. CHITRA**

**BHATTACHARJEE (NEE BANERJEE) and SMT. SUVRA BANERJEE** has empowered the Developer to enter into agreement with intending purchaser/Purchaser of flats concerning Promoter's Allocation AND WHEREAS as per the Development Agreement dt. ..... the Developer is constructing the said building in accordance with the sanctioned plan and obtain the Completion Certificate No ..... from KMC.

AND WHEREAS by virtue of the said Development Agreement/Construction Agreement dt. ..... the vendors herein agree to sell and transfer the constructed area being the independent flat and/or flats including proportionate share of the building excepting the Owner's allocation and by the said Development Agreement/Construction Agreement dt. ..... the land owners being the Vendors herein empowered the Developer/Confirming party to enter into agreement with intending purchaser/purchasers in respect of the flats of the Developer's allocation only.

AND WHEREAS by the empowerment of The Development Agreement/ Construction Agreement dt. ..... , being No. ..... and the Development Power of Attorney dt. ..... being No. ..... the Developer/Confirming party **entered into an Agreement for sale on ..... 20.. with the purchaser/s namely Sri/Smt ..... for the sale of all that Flat being No..... situated on the ..... at ..... floor along with one Car Park being No. ‘...’ at ground floor at ..... Corner/side** (from the Developer's allocation) of the newly constructed G+III Residential building along with the undivided proportionate share and interest of the land beneath the said building as mentioned in First Schedule.

AND WHEREAS the Developer/Confirming party has already constructed the said self-contained residential flat as habitable condition and also handed over the vacant

possession of the said self-contained residential flat including proportionate share of stair room together with all common facilities attached to the said building being built-up area of ..... **sq. ft.** (..... **sq. m.**) and adding ..... % for services and other common facilities and areas the Super Built-Up area is ..... **sq. ft.** (..... **Sq. m.**) at ..... **floor** be it a little more or less situated **at** ..... **side of the building along with one car parking space being No “....” at Ground floor having built-up area is ..... Sq. ft. (..... Sq.mt)** be it a little more or less situated **at** ..... **side/corner** of the newly constructed G+III building along with the undivided proportionate share and interest of the land of the 'Said Property' along with easement and quasi easement rights for the **total consideration money of Rs...../- (Rupees .....)** ..... only out of which **Rs...../- (Rupees .....**) only for the said flat and ..... % G.S.T. on the consideration money of the said flat is **Rs ...../- (Rupees .....**) only and **Rs. ..... /- (Rupees .....**) only for the said car parking space and ..... % G.S.T. on the consideration money of the said Car Parking space. is **Rs...../- (Rupees .....**) only i.e. the total sum of **Rs...../- (Rupees .....**) only for the said Flat and the **Car Parking Space inclusive of ..... % G.S.T.**

**NOW THIS INDENTURE WITNESSETH THAT**

In pursuance of the Agreement for Sale dated ..... 20.. and consideration of the sum of **Rs. ...../- (Rupees .....**) only inclusive of ..... % G.S.T. (**Rs. ...../-** price for flat and Car parking space G.S.T. @ ..... % on price of the flat and Car parking Space i.e., **Rs. ...../-** Total **Rs. ...../- + ...../- = Rs. ...../-**) truly paid by the Purchaser to the DEVELOPER/CONFIRMING PARTY/THIRD PART at the date and

time of the execution of these presents the receipt whereof the DEVELOPER/CONFIRMING PARTY/THIRD PART, doth hereby as well as by the memo hereunder written admit and acknowledge towards the cost of the flat no. .... (On the ..... side at ..... floor) along with ..... car parking space at ..... floor Being No. "...." and of the common and undivided share of land from the date of payment of the same and every part thereof forever release discharge and acquit the Purchaser and the said unit and the properties appurtenant thereto the Vendor as well as the Confirming Party doth hereby grant, sell, convey, transfer assign and assure unto the Purchaser/s and the DEVELOPER/THIRD PART doth hereby confirm such sale of ALL THAT the undivided proportionate share in the land and the said flat as more fully described in the SECOND SCHEDULE hereunder written TOGETHER WITH all yards, areas, sewers, drains, water, water courses, paths, passages, right, lights, liberties, privileges, easements, appendages, and appurtenance whatsoever thereto belonging or in any way appertaining thereto or that the same or any part thereof is usually held, used occupied, enjoyed, or accepted, or reputed or known as part or parcels or member thereof or appurtenant thereto AND all the estate right, title, interest, property, claim and demand whatsoever of the vendor into upon or in respect of the said flat and properties appurtenant thereto including undivided proportionate share of the land AND ALSO TOGETHER WITH the free unfettered transferable and heritable right to have the said flat no. ..... & C.P. No. "....." and the common portions proportionate constructed and made useable, habitable and tenantable and to use occupy and enjoy the same as absolute owner there-of AND ALSO TOGETHER WITH the easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said flat no. .... & C.P. No. "...." hereunder written TO HAVE AND TO HOLD the same and every part thereof and all other properties rights and benefits hereby granted, sold, conveyed, transferred,

Assigned and assured or expressed or intended so to be unto and the Purchaser absolutely and forever free from all encumbrances liens lispendents and attachments whatsoever BUT SUBJECT to the Purchaser's covenant herein contained AND ALSO EXCEPTING AND RESERVING unto the Vendor, Developer and the Co-Owners such easement and quasi easements rights and privileges.

**THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS :**

- i) That notwithstanding any act, deed, matter or thing by the Vendor done or executed or knowingly suffered to the contrary, the Vendor now lawfully and rightfully and absolutely seized and possessed or and/or otherwise well sufficiently entitled to the undivided share of the land and all other properties benefits and right and each and every part thereof hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid for perfect and indefeasible estate of inheritance without any manner or condition or other things whatsoever to alter, defect, encumber or make void the same.
- ii) AND THAT not-withstanding any such act deed, matter or thing whatsoever done as aforesaid the Vendor now hath good right full power and absolute authority to grant sell, convey, transfer, assign and assure the undivided proportionate share of land and all other properties, benefits and rights hereby granted, sole, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents.
- iii) AND THAT the Purchaser shall and may from time to time and at all times hereafter peacefully and quietly hold, possess, use and enjoy the said flat and the properties appurtenant thereto including the undivided proportionate share

of land and all the properties, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid and to receive all rents, issues, and profits thereof without any lawful hindrance, eviction, interruption, disturbances, claim and demand whatsoever from or by the Vendors or any person lawfully or equitably claiming from under or in trust for the Vendors and thus the Purchaser became the absolute owner of the said flat no. .... at ..... side of ..... floor and C.P. No. “.....” at Ground floor, with right to transfer and sell mortgages, lease, gift, exchange or to let out the flat no..... & C.P. No. “.....” in full.

- iv) AND THAT the said flat and the properties appurtenant thereto including the undivided proportionate share of the land and all other properties benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof are now free from all claim, demands, encumbrances, liens, lis pendents, attachments, leases, uses, debaters or trusts made suffered by the Vendor or any person having or lawfully claimed any estate or interest therein from under in trust for the vendor.
- v) AND THAT the vendor shall indemnify and keep the Purchaser saved harmless and indemnified against all estates charges, encumbrances, liens, lis pendents, attachments, leases, uses, debutters trusts, created or made by the Vendor or any person lawfully or equitably or rightfully claiming as aforesaid from the Vendor and all claims, demand, actions and proceedings as may be occasioned by reason thereof.
- vi) AND FURTHER THAT the vendor and all person having or rightfully claiming any estate or interest in the undivided share or any part thereof from time to

time and all times hereafter at the request and at the costs of Purchaser do and execute or cause to be done and executed all such acts, deeds, matters or things whatsoever for further better and more perfectly assuring the undivided share and all other properties, benefits and rights hereby granted, sold, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

- vii) AND ALSO THAT the vendor have not at any time done or executed or knowingly suffered or been party or parties to any act deed, matter or thing whereby the undivided share and all other properties, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof can or may be impeached, encumbered or suffered in title.
- viii) AND FURTHER THAT the vendor shall at the costs and expenses of Purchaser produce or cause to be produced before the Purchaser or their agents or as be required by the Purchaser all original deeds and documents as are in anyway relating to the land are in the custody and control of the Vendor and shall also at the like request and costs deliver such copies and/or extracts there from and shall in the time keep the same safe un-obliterated and un cancelled.

**AND THE DEVELOPER/PROMOTER DOTH HEREBY COVENANT WITH THE PURCHASER as follows :**

- i) THAT the Developer/Promoter has duly completed the construction of the said flat, for and on behalf of the Purchaser wholly and the common portions for and on behalf of the Vendor and co-owners proportionately and has since delivered vacant possession of the said flat, in useable and good condition to the Purchaser under the terms and conditions of the aforesaid sale Agreement.

- ii) THAT the consideration of Rs. ..../- (including .... % G.S.T.) only first above mentioned towards price of the flat along with one car parking space No. .... and the common area and all amounts payable by the Purchaser to the Developer/Promoter under the aforesaid Agreement for sale towards such reimbursement of the consideration for sale of the undivided proportionate share and the costs of the construction of the said flat along with one car parking space No. .... and the common areas proportionately has fully been paid and the Developer/Promoter have no claim towards the same from the Purchaser.
- iii) THAT the Developer/Promoter now have no right title or interest of any nature whatsoever in the said flat along with one car parking space No. .... along with it's proportionate common areas for enjoyments.
- iv) UNTIL the works relating to common purposes be not transferred to the co-owners, the Promoter shall manage and maintain the common portion and do other acts relating to common purposes by itself or through its nominee or nominees in the proper and decent manner at the expenses of the co-owners (including the Purchaser) and upon such handing over the maintenance of the common portions and other acts relating to common purposes shall be the responsibility of the co-owners (including the Purchaser).

**AND THE PURCHASER/S DOTH HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER/PROMOTER as follows: -**

- i) That the Purchaser shall never claim partition of the said undivided share of the land and common area of the building and services and the same shall always remain impartible.
- ii) That apart from the flat no. .... & C.P .... and the properties appurtenant thereto the Purchaser shall not have nor shall claim any right, title or interest of

any nature whatsoever in any other part or parts of the building and the land save and except to the right to use the common areas in common with the co-owners, peacefully.

- iii) The Purchaser shall observe and perform all the rules and regulations as may be framed for the beneficial use and enjoyment of the flat no. .... and for the common purposes by the Developer/Promoter, Vendor, and/or the Co-Owners.
- iv) That the Purchaser have inspected the title in respect of the said land and also the building plans in respect of the building and said flat and is fully satisfied about the same and the construction of the building including the flat and the common areas and services.
- v) To co-operate with the Promoter and the co-owners in the acts relating to the common purposes.
- vi) To allow the Developer/Promoter and its work men to enter into the flat and the other parts for carrying out the works required for common purposes upon reasonable notice to the Purchaser.
- vii) To pay proportionate share of the common expenses regularly and punctually.
- viii) To pay regularly and punctually all outgoing and the revenue rates and taxes in respect of the flat and the land and the common portions proportionately for the period after the date of delivery of the flat.
- ix) To pay regularly and punctually for all charges for the electricity consumed in the said flat wholly and the common parts including Lift equally with other co-owners/occupiers.
- x) To keep and maintain the flat periphery wall, partition walls, sewers, drains pipes and appurtenances in and around the flat in good state of repair and conditions.

- xi) Not to use the said flat or to permit use of the same for any other purpose other than for a residential purpose.
- xii) Not to use the said flat for any illegal or immoral purpose or for any purpose which may or is likely to cause nuisance or annoyance to the owners and occupiers of the other units in the same building or to the owners or occupiers of the neighbourhood properties.
- xiii) Not to store in the flat any goods or hazardous or combustible nature or which are heavy as to affect the construction or the structure of the said building or any part thereof save as be required for normal residential purpose.
- xiv) Not to do anything in the said flat which may cause or tend to cause damage to any flooring or ceiling or any unit over or below or adjacent to the said flat or in any manner interfere with the peaceful use and enjoyment thereof or any open space passage, stairs, landings, septic tank, main gate or other amenities available for common use.
- xv) Not to demolish the flat or any part there nor at any movement make or cause to be made additions or alterations of whatsoever nature to the said flat or any part thereof which may cause inconvenience to the co-owners and deviates from the sanctioned K.M.C. building plan and/or in contravention to K.M.C. Building Rules (Latest).
- xvi) Not to change the outer elevation of the building or decorate the exterior of the flat otherwise than in the manner similar to which the same is at present decorated or jointly decided otherwise.
- xvii) All payments to be made by the Purchaser as mentioned above shall be made from time to time and within seven days of the current month.

xviii) So long as the said flat be not separately assessed for municipal revenue, rates and taxes, the Purchaser shall pay to the Promoter/Vendor proportionate share of the Municipal Revenue, rates and taxes as be assessed for the land and the building and the liability for such payment by the Purchaser to the Promoter/Vendor shall accrue from the date of completion certificate of the building issued by the K.M.C.

**FIRST SCHEDULE ABOVE REFERRED TO**

**(THE LAND)**

**ALL THAT** piece and parcel of land measuring, more or less 4(four) Cottahs 15(fifteen) Chittaks and 10(ten) Sq. ft. be the same or little more or less with old two storied dilapidated building thereon being Postal premises No. 18 Barada Avenue, P.O.-Garia, P.S.- Patuli, Kolkata- 700084, Dist.: South 24 Parganas, under the Dag No. 661, after B.L. & L.R.O. mutation the New Khatian No. are 1092 and 1093 (formerly Khatian No.30), and J.L. No. 28, Mouza Baishnabghata, also known as KMC premises No.46 Barada Avenue, P.S.- Patuli, Kolkata-700084 within the Ward No.110, Borough-XI of the Kolkata Municipal Corporation, being Assessee No. 31-110-02-0046-0, Registration Office ADSR Alipore and DSR Alipore, District South 24 Parganas.

**Which is butted and bounded as follows:**

On the North: By Plot No. 19, Barada Avenue, Garia Kolkata-700084.

On the South: By K.M.C. 5.30mtr. (17'-5") wide Road

On the East: By K.M.C. 4.80mtr. (15'-9") wide Road

On the West: By Plot No. 17, Barada Avenue, Garia Kolkata-700084.

**THE SECOND SCHEDULE ABOVE REFERRED TO****(THE FLAT)**

ALL THAT the **Flat No.** ..... at the on the ..... floor of the G+III Storied Residential Building **with Lift facility** now under construction situated upon the **Postal premises No. 18 Barada Avenue, P.O.- Garia, P.S.- Patuli, Kolkata- 700084, and also known as KMC premises No. 46**, the said flat including proportionate share of staircase and landings and other common areas altogether having a Built-up floor area is ..... **Sq.ft. and Super built-up area is ..... Sq.ft. a little more or less, consisting of Three Bedrooms, one Dra/Din room, One Kitchen, Two W.C. one Toilet and One Verandah etc. with all tiled floor along with car parking no. ..... & space 135 sq. ft. being No. “\_\_\_” at south-east corner having built-up area is ..... Sq.ft. a little more or less with I.P.S. (Net cement/grey cement) flooring as shown on the enclosed floor plan demarcated by RED INK**

at the G+III storied newly constructed & completed building at the aforesaid Premises mentioned in the First Schedule hereinabove along with undivided proportionate share of land and common areas and services of the building as fully mentioned in the first and third schedule herein with the right of common areas, use, benefits, and enjoyment and privileges in all common parts in roof, stairs, landings, Lift (elevator) and its rooftop machine room, sewers, sanitation, common electricity, water courses, overhead and Semi-Underground reservoir, motor pump, septic tank, fittings and fixtures and installation whatsoever and appurtenant and quasi easement right, privileges and enjoyments and obligations whatsoever described in the schedule hereinafter written.

**THE THIRD SCHEDULE ABOVE REFERRED TO****(COMMON AREAS AND SERVICES**

1. All pathways, Lift (elevator), Lift Room, Security guard Room, common toilet at Ground Floor, open area around the building, passages and main entrances to the premises and the building (but excluding the drive way i.e., the front open space of the car parking space).
2. Boundary walls and main entrance gate and east side gate on boundary.
3. Septic tank, Drainage and sewerage and all pipes and other installations for the same (except only those are installed within the exclusive area of any unit and/or exclusively for its use).
4. CESC supplied main electric common meter and its board along with CESC supply line up to the meter board and all electrical wiring and other fittings of the building for common use (excluding only those as are installed within the exclusive area of any unit and/or exclusively for its use).
5. Staircase, staircase landings, on all floors in the building.
6. K.M.C. Water connection.
7. Water pumps, over-head water reservoir, semi-underground reservoir and all common plumbing installations for carriage of water (except only those are installed within the exclusive area of any unit) in respect of the building.
8. Such other common parts, areas, equipment, installations, fittings, fixtures and for passages to and/or use of the units in common by co-owners.
9. Common rights of uses of roof and parapet walls of the said building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO****(COMMON EXPENSES PROPORTIONATE TO THE SIZED OF THE FLAT and/or space**

1. All costs of maintenances, operating, replacing, white washing, painting, rebuilding, reconstruction, decorating, redecorating and lighting the common portions including the outer walls of the building and boundary wall in proportionate share.

2. All costs of Annual Maintenance Contract (AMC) of the Lift (elevator), its repair maintenance electricity charges, operation etc.
3. The salaries and reimbursements of other expenses of all persons employed for the common purposes (such as sweepers, darwans, Plumber, masons, painters, electricians, clerks etc.)
4. Expenses and deposits for supplies of common utilities to the co-owners/occupiers.
5. Municipal and other rates taxes and levies and all other outgoing save those separately assessed or incurred in respect of any flat.
6. Litigation expenses incurred for the common purposes if any.
7. Office expenses incurred for maintaining the office for common purposes, if any, and any other such expenses for common purposes if any and any other such expenses for common purposes.
8. Insurance of the building against thunder/lightening, earthquake, fire, any damage by riot, civil commotion and theft etc.
9. All the expenses and outgoing as are deemed by the Developer or association of owner/occupiers when forward, to be necessary or incidental for the common purposes including for creating a reserve fund for periodic replacement, renovation, painting of the common portion, painting to the outer surface of the building to be done at least once in 4 to 5 years.

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

SIGNED, SEALED AND DELIVERED

By the ONE PART/VENDOR within named

At Kolkata in presence of :

WITNESSES :

1.

---

As constituted attorney of  
Smt. Chitra Bhattacharjee  
Smt. Suvra Banerjee  
(VENDOR)

2.

---

Signature of the Purchaser/s

---

SABYASACHI SUTRADHAR  
(Signature of Promoter/Developer/  
Confirming party)

**MEMO OF CONSIDERATION**

RECEIVED a sum of Rs. ..../- (Rupees ..... ) out of which Rs. ..../- (Rupees ..... ) only as consideration money for the said ..... Flat and C.P. No. “.....” and Rs. ..../- (Rupees ..... ) only as .... % G.S.T. on consideration money for the said flat and the Car Park, as per following manner from the within named Purchaser/Third part as the total as well as full and final consideration money.

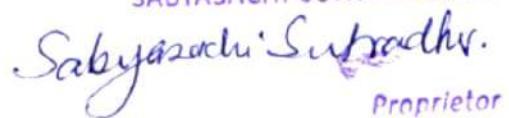
<b>SL NO.</b>	<b>PARTICULARS</b>	<b>CONSIDERATION AMOUNT Rs.</b>	<b>G.S. T. (..... %) AMOUNT Rs.</b>
1.	Received Rs. (Rupees ..... ) Only including .... % G.S.T. by cheque No. ...., dt. ..... drawn on .....		.....
2.	Received Rs. .... Only including ..... % G.S.T. by chq. No. ....		
3.	Received Rs. .... Only including ..... % G.S.T. by chq. No. ....		
	Balance C/F		
<b>SL NO.</b>	<b>PARTICULARS</b>	<b>CONSIDERATION AMOUNT Rs.</b>	<b>G.S.T. (5%) AMOUNT Rs.</b>

	Balance B/F		
4.	Received Rs. ..... Only including ..... % G.S.T. paid by ch. No. ....		
5.	Received Rs. ..... Only including ..... % G.S.T. out of which by D.D. No. ....		
	<b>Consideration + G.S.T. = Total</b> <b>(Rs. ..... + ..... /- = Rs. ..... /-)</b> <b>Total ..... only.</b> <b>(Including ..... % G.S.T.)</b>		

## WITNESS :

1.

SABYASACHI CONSTRUCTION


  
Sabyasachi Subodh  
Proprietor

2.

DEVELOPER/CONFIRMING PARTY

Drafted by me,  
Advocate  
Alipore Police Court,  
Kolkata – 700027  
Computer printed by :