

Deed of Conveyance

THIS DEED OF CONVEYANCE is made on this _____ day of _____,
_____ (Two Thousand _____);

BETWEEN

SMT. MOUMITA BRAHMACHARI, (PAN-APPPM5142M), daughter of Late Sarit Dutta and wife of Sri Santanu Brahmachari, by Religion- Hindu, by Nationality- Indian, by Occupation- Business, residing at No. 20/9C/1, Baishnab Ghata Bye Lane, Kolkata -700047, P.S. – Netaji Nagar (*formerly Jadavpur*), P.O.- Naktala, West Bengal, hereinafter called and referred to as the **“LAND OWNER/DEVELOPER”** (which expression shall mean and include her heirs, legal representatives, executors, administrators and/or assigns) of the **“FIRST PART”**.

A N D

M/s. MOUMITA BRAHMACHARI

Moumita Brahmachari
Proprietor

corresponding to 21st Ashwin, 1382 B.S. registered in the office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 146 at Pages 75 to 84, being Deed No. 5304 for the year 1975 for the consideration mentioned therein sold transferred and conveyed to ALL THAT demarcated land admeasuring 23 bigha 10 cottah being part of said Lot 'Ga' shown in the partition plan comprises C.S. Plot No. 31 or R.S. Plot No. 110 appertained to C.S. Khatian No. 6 or R.S. Khatian No. 1, 145 and 146 of Mouja - Nayabad, J.L. No. 25, P.S.- Jadavpur now Panchasayar, in the district of South 24 Parganas to Kanti Ranjan Chakraborty son of late Nalini Mohan Chakraborty of Paschim Rajapur, Jadavpur South 24 Parganas and Sri Gopal Dey, son of Late Rasik Chandra Dey, both of residing at West Rajapur, P.S.- Jadavpur, Kolkata -700032. South 24 Parganas absolutely forever and free from all encumbrances;

- iii). The said Kanti Ranjan Chakraborty and Sri Gopal Chandra Dey while seised and possessed of the land he had developed the said land and sub-divided the said land and laid roads to access them;
- iv). The said Kanti Ranjan Chakraborty and Sri Gopal Chandra Dey while by the Deed of Sale in vernacular dated 8th October, 1975 corresponding to 21st Ashwin, 1382 B.S. and registered on 29.11.1975 registered in the office of the Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 140 from pages 72 to 79 being Deed No. 5327 for the year 1975 for the consideration mentioned therein sold transferred and conveyed to ALL THAT land admeasuring 2 bigha 3 cottah 4 chhitack inclusive of road being the demarcated part of the R.S. Plot No. 110 appertained to R.S. Khatian No. 1, 145 and 146, of said Mouja- Nayabad, J.L. No.25, particularly a portion of the said Lot-'Ga' as shown in the said partition plan, P.S.- Jadavpur now Panchasayar in the district of South 24 Parganas, Kolkata 700094 to Amarendra Kumar Basu, since deceased, absolutely forever and free from all encumbrances and he further subdivided the said plot into several small plots having direct access;
- v). The said Amarendra Kumar Basu, while seised and possessed of his purchased land as aforesaid died intestate on 14th February, 1987 leaving behind his wife namely Smt. Chhaya Basu one son namely Suvam Basu and one daughter

namely Smt Ipsita Bhaumick as his heirs and legal representatives and none else and they inherited the estate of said Amarendra Kumar Basu in equal shares as per Hindu Succession Act, 1956 absolutely forever and free from all encumbrances;

- vi). Smt. Chhaya Basu, Suvam Basu and Smt Ipsita Bhaumick had jointly sold some of the plots and except the land area 7 (seven Cottahs from their inherited land being the part of said R.S. No 3, Touzi No. 56, J.L. No. 25 comprising in R.S.Dag No. 110 appertains to R.S. Khatian No. 145 of said Mouja- Nayabad J.L. No. 25 District – South 24 Parganas, P.S.- Jadavpur, now Panchasayar Kolkata 700094, to several persons;
- vii). Smt. Chhaya Basu, Suvam Basu and Smt Ipsita Bhaumick got their names mutated in the records of the B.L.& L. R. O. vide Mutation Case No. 440 of 2001 and Memo No. 18/1240/ Mut/ Addl. B.L.& L. R. O./TM/2002 dated 17/7/2002; Mutation Case No. 442 of 2001 and Memo No. 18/1239/Mut/Addl. B.L.& L. R. O./TM/2002 dated 17/7/2002 and Mutation Case No . 441 of 2001 and Memo No. 18/1249/Mut/Addl. B.L.& L. R. O/TM/ 2002 dated 18/7/2002 respectively in respect of their retained land admeasuring 2 cottah 5 chhitack 15 sq.ft. each comprises R.S. Plot No. 110 appertains to R.S. Khatian No. 145, J.L 25 of said Mouja- Nayabad District – South 24 Parganas;
- viii). The said Smt. Chhaya Basu also died intestate on 6th October, 2005 leaving behind her said one son namely Suvam Basu and one daughter namely Smt. Ipsita Bhaumick as her heirs and legal representatives and none else and they inherited the estate of their late mother in equal shares as per Hindu Succession Act, 1956 absolutely forever and free from all encumbrances;
- ix). The said Sri Suvam Basu and Smt. Ipsita Bhaumick while seised and possessed of the said landed property admeasuring an area 7 (seven) Cottahs from their inherited land being the part of said R.S. No 3, Touzi No. 56, J.L. No. 25 comprising in R.S.Dag No. 110 appertains to R.S. Khatian No. 145 of said Mouja- Nayabad J.L. No. 25 District – South 24 Parganas, P.S.- Jadavpur, now Panchasayar Kolkata 700094, they jointly by the Deed of Sale dated 28th

September, 2022 registered in the Office of the District Sub-Registrar -IV, Alipore, South 24 Parganas and recorded in Book No.I, Volume No. 1604-2022 pages from 345273 to 345302 Being No. 160412014 for the year 2022 for the consideration mentioned therein sold transferred and conveyed the said landed property to Smt. Moumita Brahmachari-the Lessor herein absolutely forever and free from all encumbrances;

- x). THUS in the manner aforesaid the owner herein became the absolute owner of land admeasuring 7 cottahs more or less, J.L. No 25 being the demarcated part of the R.S. Plot No. 110 appertains to R.S. Khatian No. 145 and upon mutation the said plot now distinguished as L.R. Plot No. 110 appertain to L.R. Khatian 2787 and 2788 of said Mouja- Nayabad comprises Premises No. 3959, Nayabad, situate within the limits of the Ward No. 109 of the Kolkata Municipal Corporation, P.S.- Panchasayar, District – South 24 Parganas, West Bengal – 700094 (more particularly described in the Schedule-A hereunder written) as absolute owner thereof or an estate equivalent thereto in fee simple forever and free from all encumbrances;
- xi). The owner herein got her name mutated in the records of the Kolkata Municipal Corporation and the said landed property called. Known, and numbered as the Premises No. 3959, Nayabad, Kolkata - 700094 and distinguished as the Assessee No.311090837430 and upon obtaining a Building Plan No. 2023120242, dated 22/08/2023 has constructed a G +4 storeyed masonry building thereon or on a part thereof more particularly described in the First Schedule hereunder written and herein after referred to as the said **demised premises**.

AND WHEREAS while enjoying the same free from all encumbrances the SELLER herein have decided and declared to convey, sell, transfer, assign and assure ALL THAT self-contained apartment being Flat No. _____, situated on the _____, measuring a super built-up area of about _____ sq. ft.

(_____), comprising two bedrooms, one kitchen-cum-dining area, one toilet and one balcony (hereinafter referred to as “*the said flat*” and more fully and particularly described in Schedule “B” hereunder written), TOGETHER WITH the proportionate undivided share in the land underneath the G+4 storied building (more fully and particularly described in Schedule “A” hereunder written), TOGETHER WITH the right to use and enjoy the common areas and common facilities, lying and situated at Premises No. 3959, Nayabad, Kolkata and all their rights, title, interest, covenants and obligations under the aforesaid registered Indenture of Sale to and in favor of the purchasers herein for a total consideration of Rs. _____ (Rupees _____ Only).

NOW THIS INDENTURE WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

SECTION I- DEMISE

1.1. In pursuance to the said offer and acceptance and in terms of the conditions mutually agreed upon and in total consideration of payment of the said sum of Rs _____ (Rupees _____) only the lawful money of the Union of India truly paid by the purchaser to the Seller on or before the execution of these presents (the receipts whereof the Seller doth hereby as well as by the Memo hereunder written admit and acknowledgements) and of and from the same and every part thereof doth hereby acquit release and forever discharge to the purchasers, the vendor deliver and the purchasers

hereby taken the vacant peaceful posses of _____ of G+4 Building , on the _____ super built up area about _____ Sq. Ft.-more or less together with undivided proportionate share or interest of land and common areas and facilities free from all encumbrances, charges, liens, lispences, attachments, acquisitions and requisitions and all other liabilities and proportionate share of stair case, lobbies, and overhead tank, pump room, roof and common areas etc Premises No 3959, Nayabad, Kolkata – 700094, P.S.- Panchyasar. at and for consideration of Rs _____ (Rupees _____ Only) morefully and particularly describe in the Schedule hereunder written together with right to common with other purchasers or owners so acquiring similar right to enjoy and possess all common passages roof, open spaces, stairs case to enjoy and posses all common passages roof open spaces stairs case landing lobbies, drains, water courses, easement, advantages, liberties, rights and privileges in anywise appertaining thereto or reputed to belong to the estate right, title, interest, claim, demand and of the vendors into and upon the said property the specific purchased portion of the said flat of the purchasers specifically described in the second schedule and written hereunder free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchasers shall have full easement right over the said flat of the said building and the common parts in common with co-owners purchasers and occupiers of the said building such common being described in the third schedule hereunder written subject to be governed by such rights and obligation as set forth in the schedule fourth hereunder

written and also subject to the purchasers paying and discharging terms and impositions on the said flat No. _____, on the _____ Floor, measuring a super built up area about _____ Sq. Ft. more or less of the said building and the common expenses as mentioned in the Schedule outgoings in connection with the said flat and the said building proportionately also such other expenses as many be included in the said common expenses TO ENTER INTO AND TO HAVE

AND TO HOLD OWN POSSES AND ENJOY the flat No _____, on the _____, measuring a super built up area about _____ Sq. Ft. more or less of the said building constructed on the basis of the sanctioned plan, hereby conveyed to the purchasers absolute and forever and the vendor do hereby covenant and agree with the Purchaser THAT NOTWITHSTANDING any act deed or things whatsoever and amenities by the vendor or by any of its ancestors or processors in the title done or executed or knowingly suffered to the contrary the vendor now has good right full power and absolutely authority and indefeasible title to grant sell convey and transfer the said flat, being flat No. _____, on _____, measuring a super built up area about _____ Sq. Ft., of the said building and also the common areas and facilities as described in the schedules herein below herby grant conveyed, sold and transferred or expressed or intended so to be unto and to the use of the purchasers heirs, executors, administrators, representatives attachments, charges, liens, and lispens and that the purchasers heirs, executors, administrators representatives and assigns shall and may at all

times hereinafter peaceable and quietly and enjoy the said flat No. _____, on the _____, _____ side measuring a super built up area about _____ Sq. Ft. of the said building, receive the rents issues and profits thereof without any lawful eviction interruption claims or demand whatsoever from or by the vendor or any person or persons claiming or having any lawful authority to claim as aforesaid AND FURTHER THAT the vendor and all person having lawful claiming any estate or interest whatsoever in the said flat on the Second Floor of the said building or in the said common areas and facilities and also on the land underneath or any part thereof from under entrust for the vendor from and under any of its predecessors or successors, in title shall and will from time to time and at all times hereafter at the request and cost of the purchasers heirs, executors, administrators, representative and assigns do and execute or cause to be done and execute all such acts, deeds and things whatsoever for further and more perfectly assuring the said flat Flat No. _____, on the _____ of the said building together with common areas and facilities and the land underneath and other parts thereof unto and to the use of the purchasers heirs, executors, administrators, representatives and assigns as may be reasonable required and that the purchasers heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceable and quietly enter into hold possess and enjoy the said flat or apartment on the first floor of the said building of the every part thereof without any lawful eviction hindrance and

interruption, disturbance claim or demand whatsoever from or by the vendor or any other flat or apartment owners in the said premises.

SECTION II

2. AND THE OWNER/SELLER HEREBY COVENANT WITH THE PURCHASER as follows:

- a. THAT notwithstanding any act deed or matter or thing whatsoever done by the SELLER or executed or knowingly suffered to the contrary the seller is lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Apartment and the Properties Appurtenant thereto hereby granted conveyed transferred and/or intended to do or to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b. THAT notwithstanding any act deed or thing whatsoever done as aforesaid the SELLER now has in itself good right, complete power and absolute authority to sell and transfer all and singular the Said Apartment and the Properties Appurtenant Thereto hereby conveyed transferred or expressed so to be unto and to the use of the purchaser in the manner aforesaid.
- c. THAT the Said Apartment hereby demised or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lispendencies, debt or trusts made or suffered by the SELLER or any person

or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the SELLER.

- d. THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the SELLER or any person or persons having or lawfully or equitably claiming as aforesaid.
- e. THAT the Purchasers shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lis-pendences or trust or claims and demands whatsoever created occasioned or made by the SELLER or any person or persons having or lawfully or equitably claiming as aforesaid.
- f. THAT the SELLER and all persons having or lawfully or equitable claiming any estate or interest in the Said Apartment/Flat or any part thereof through under or in trust for the SELLER shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to made done and executed all further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.
- g. THAT the SELLER has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said Flat/Apartment hereby granted transferred and conveyed or expressed

so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

- h. That the Seller has not at any time breach, violated or failed to abide by the terms, conditions, covenants, undertakings, agreements and obligations contained in the registered Sale Deed and the seller is not aware of any facts or circumstances of threatened or actual termination of the said registered Sale Deed.
- i. That the seller have right to construct further floor if the law of the land permitted and do post due approval from competent authority.

SECTION III-PURCHASER'S COVENANTS

3. AND THE PURCHASER HEREBY COVENANTS WITH THE OWNER/SELLER as follows:

- 3.1. That upon delivery of possession of the said flat of the said building, the purchaser herein shall be entitled to use, occupy and possess the same and every part thereof exclusively and to the rent issues and profits thereof.
- 3.2. That the purchaser shall pay all the Municipal rates and taxes and other outgoings proportionately in respect of the said flat of the said building mentioned in the Schedule hereunder, regularly to the concerned authority and until separate assessment, the same shall be made over to the Owners' Association/Society in respect of the schedule mentioned property hereby sold.
- 3.3. That the purchaser shall also apply for separate assessment and mutate their names as owners in respect of the said flat hereby sold, before the

appropriate concerned authority at his own costs and the purchaser herein shall pay all taxes without default.

- 3.4. That the purchaser since this day provide all and punctually contribute and pay month by month and every month the proportionate share of the cost's expenses and outgoings, if any, including the maintenance service charges.
- 3.5. That the purchaser shall keep with other co-owners all sewers, drains, pipes, passages, staircase, maintenance, serving the said property in good condition jointly with the other owners of flat and the car-parking space of the building of the said premises.
- 3.6. That the purchaser shall be entitled to make addition and alteration and renovation to the said flat, without causing any damage to the other portion of the building or increasing structural load or structural charge of any part of the building which may cause damage to the main building with the consent of the Society, if necessary. The purchaser shall not pull down any wall or roof so that the other portion of the said building may be damaged or fall down or become insecure. Nothing can be done on the common wall except internal colour or plastering/repair works.
- 3.7. Save and except the said flat hereby sold, the purchaser shall have no exclusive claim or right of any nature or kind over or in respect of all other areas of the said building except what have been granted in common with inhabitants of the other apartments.
- 3.8. That subject to the above terms and conditions the purchasers of the said flat shall be entitled to exclusive ownership and absolute enjoyment right thereof without any interruption by the vendor or any other person or persons in future or thereafter.
- 3.9. That the said flat hereby granted or sold, transferred and conveyed shall be heritable and transferable.

SECTION IV-OTHER COVENANTS

4. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- i. THAT the Undivided share in the said Flat/Apartment and the proportionate share in Common parts and portions hereby CONVEYED and transferred and attributable to the said Apartment shall always remain impartible.
- ii. THE right of the PURCHASER shall remain restricted to the said Apartment and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the building.
- iii. The PURCHASER shall be entitled to sale and or transfer and assign and or mortgage and or charge the lease hold interest for which no further consent of the Seller and/developer shall be necessary.
- iv. The Purchaser shall observe all rules and regulations and maintain the decency of the said Building and shall not do or permit to be done any act deed or thing which is likely to affect the decency of the said Building and/or the rights of the other owners and occupiers of the said building and for the aforesaid purpose shall not only observe the rules and regulations which may be framed from time to time but will also regularly and punctually make payment of the proportionate share of common area maintenance.
- v. The Purchaser shall obtain separate electricity meter for the said Flat/Apartment in their name at their own cost/expenses and the Seller offer the necessary assistance.
- vi. The Purchaser agrees to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.

- vii. The purchaser shall be liable to pay directly the Municipal rates, taxes, and outgoings now payable and/or to be payable hereinafter in respect of the said property hereby sold by this indenture and the common areas as proportionate to the floor area of the said flat as mentioned in the respective Schedule hereunder written and in case where the said payment is not made directly to any authority, the same shall be paid by the purchaser to the Association.
- viii. The purchaser shall regularly pay the charges, levies, costs and proportionate expenses for common areas including maintenance and service charges as per demand of the said Association.
- viii. The purchaser shall pay maintenance charges including all costs of repairs of the building and service charges for maintenance of stair-case, landings, lobbies, pump motor, pump motor space, lift machines, elevator system, gas distribution system pipe, and all other pipe lines, sewerage line, and other common areas, electricity for common areas, for water supply, sweeping, cleaning, white wash, colour wash, staircase and other common areas including the areas covered by water tanks etc. and common land of the premises hereto proportionately with other co-owners of the said building.
- ix. The purchaser shall have full power and absolute property right in respect of the floor areas and inside walls and inside ceiling of the flat but he shall have no right to demolish or cause damage to the walls, ceilings of the property, common drains, pipes, sewerage pipes, water connection, common electric line in any manner so as to effect the said building and/or other co-owners of the building who have acquired or may hereinafter acquire the flats in the said building.
- x. The purchaser's undivided interest in the land as more fully described in the first schedule hereunder written shall be remain undivided and/or joint for all times with the Society and/or their allottees who have hereto before

acquired and who may hereafter acquire right, title and interest in the said land will remain undivided.

- xi. The purchaser shall not use the flat or any portion of the building, staircase, roofs, garage, ways, passages, drains, sewers, entrances, etc. in such manner which shall be in any manner whatsoever detrimental to the interest of the said Society and/or its owner/allottee in the said building or against the rights and privileges of other owner/allottee and/or in such a manner that may cause or likely to cause inconvenience or nuisance or cause damage or breach of peace to the said Association and/or to any other owners/allottees of the said building in or around the compound of the premises or any part of portion thereof or in the locality and that may breach of these terms and conditions will make the Member liable to pay compensation to the Society apart from any liability to any individual concerned.
- xiii. The purchaser shall carry out all reasonable decisions as may/shall be given from time to time by the said Owners' Association/Housing Society in the interest of the co-owners/ allottees in the said building and in order to secure and promote a peaceful and amicable living in Co-operation.
- xiv. The purchaser shall not use any highly inflammable articles in the said flat other than gas, electricity or kerosene or similar fuels for cooking and / or for any other domestic purpose.
- xv. That the purchaser shall be entitled to colour wash or white wash inside the said flat and also shall have full right to make all sorts of interior decoration without causing any damage or hamper to the common portion wall stands between the two flats of the said building.

SECTION V-POSSESSION

5.1 It is hereby confirmed, recorded and declared that the Seller/Owner has put the Purchaser in complete vacant possession of the said Apartment and the Purchaser acknowledge having received the possession of the said Unit.

5.2 On and from the said Possession Date the Purchaser has agreed that he shall:

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- i) Regularly and punctually make payment of the proportionate share of municipal rates, taxes, and other outgoings of whatsoever nature payable in respect of the said Apartment and Properties Appurtenant thereto as a whole and proportionately for the building and common parts.
- ii) Regularly and punctually make payment of the maintenance charges payable in respect of the said Unit to the Association. The Purchaser acknowledges that the obligation of regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the Purchaser in making regular and timely payment of such maintenance charges the same likely to adversely affect the rights and interest of other owners and/or occupiers of various other Flat owners in the said building.
- iii) The Association as the case may be will estimate every year what it thinks the estimate for providing the services during the year (Maintenance Charges Estimates) and such Maintenance Charges Estimates may be revised during the year and the Purchaser shall have to make payment of such estimated amount on monthly basis in respect of its share the amount so estimated. At the close of the year, if the amount so payable by the Purchaser is less than the Estimated Costs of the whole year then the balance amount will be carried forward and will be adjusted against the maintenance Charge percentage payable by the Purchaser for the following year and in the event

of the same being more than what has been paid by the Purchaser the Purchaser shall forthwith make payment of the same to the Association.

- iv) The Purchaser are absolutely satisfied with the measurement of the Apartment, quality of the construction work, fitting and fixtures of their allotted Apartment and shall not have any claim and or demand in any manner whatsoever.
- v) The Purchaser undertake(s) and acknowledge(s) that he/she/it/they is/are not having any claim on any head or account whatsoever against the Seller & Board in any manner whatsoever.

5.3 The Purchaser shall cause his/her name to be mutated in the records of the concerned authorities within a period of three months from the date of execution of this Deed.

5.4 At or before taking over possession of the said Unit the Purchaser has satisfied himself/herself/themselves in respect to construction, quality of work, fittings and fixtures, and made payment of various amounts on account of advances and/or deposits as detailed out in the said Agreement for Sale.

SECTION VI- CONTROL OF COMMON PARTS **MAINTENANCE – PAYMENT OF CAM CHARGES**

6.1 All the common parts and portions as detailed out in the Third Schedule hereunder written shall automatically remain vested to the Association.

6.2 The Purchaser shall be liable and agrees to make payment of the proportionate share of Common Area Maintenance regularly and punctually to the Association.

- 6.3 The Association shall be responsible for providing common services and the Purchasers shall be liable to make payment of the proportionate share of common area maintenance charge.
- 6.4 The Purchaser shall regularly and punctually make payment of the proportionate share of Common Area Maintenance charges.
- 6.4.1 The Purchaser further undertake that without making full payment of all arrears of CAM charges and other amounts the Purchaser shall not transfer and/or sale the said Flat.
- 6.5 The Purchaser acknowledges that non-payment of such Common Area Maintenance Charges is likely to adversely affect the interest of the other Purchaser in the said housing complex and as such before withdrawal and/or discontinuance of the various facilities and/or utilities it will not be obligatory on the part of the Board and/or Association as the case may be to give any notice and in any event the Purchaser waives the right of receipt of such notice.
- 6.5.1 Subject to the Purchaser co-operating and providing necessary details and papers as may be required and the Association shall be deemed to be the representative body of all owners and occupiers of the said building.

THE SCHEDULE – A ABOVE REFERRED TO:

(The Property/premises)

ALL THAT piece and parcel of land admeasuring 7 (Seven) cottahs more or less, being the demarcated part of the R.S. Plot No. 110 appertains to R.S. Khatian No. 145 and upon mutation the said plot now distinguished as L.R. Plot No. 110 appertains to L.R. Khatian 2787 and 2788 of said Mouza- Nayabad, J.L. No 25, comprises Premises No. 3959, Nayabad, situate within the limits of the Ward No. 109 of the Kolkata Municipal Corporation, P.S.- Panchasayar (*formerly Purba Jadavpur*), District – South 24 Parganas, West Bengal – 700094 **TOGETHER WITH**

all that messuages, hereditaments, benefits, right, easement, appurtenances and advantages now butted and bounded in the manner as follows:

- On the North** : Part of RS And LR Plot no. 110 and land of others
On the East : Part of RS And LR Plot no. 110 and land of others.
On the South : By 40' wide Kolkata Municipal Corporation Road.
On the West : By 20' wide Kolkata Municipal Corporation Road.

**SCHEDULE "B" ABOVE REFERRED TO
(THE SAID FLAT)**

ALL THAT one self-contained residential Flat being no. _____, in the _____ Floor measuring about _____ sq. ft super built up area more or less _____ flooring consisting of _____ bed rooms, _____ kitchen-, _____ toilet, cover parking space being no. _____ & area measuring 135 sq. ft. and _____ Balcony with lift facility of the straight five storied building together with undivided impartible proportionate share of land mentioned in Schedule "A" above and user rights of all common areas and facilities including roof, staircase, landings, water reservoir on ground floor overhead tank, electric meter board, K.M.C water pipe lines, sewerage line, septic tank, open space, passage on the ground floor, main entrance, without lift at the building of the said Premises being No. 3959, Nayabad, Kolkata 700094 and the - said landed property is situated within the jurisdiction of Kolkata Municipal Corporation presently Ward No. 109, R.S. Plot No. 110 appertains to R.S. Khatian No.145 and upon mutation the said plot now distinguished as L.R. Plot No. 110 appertains to L.R. Khatian 2787 and 2788 of said Mouza- Nayabad, J.L. No 25, Kolkata-700094, South 24 Parganas.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Areas and Facilities)

1. The foundations, columns, beams, support, corridors, liberties, stairs, stair ways, landings, entrance and exists.

2. Common passage, driveways.
3. Tube well, water pump, water tanks of water pipes and other common plumbing installations.
4. Electric wiring meters and fittings (excluding those as are installed for any particular unit/flat).
5. Drainage, sewerage and rain water pipes.
6. Boundary walls including outer side of the walls of the said building and main gate.
7. Such other common areas, equipments, installations, fixtures, fittings covered and open spaces, in or about the said building as are necessary for passage to or user and occupancy of the unit/ flat in common and as are easements or necessary of the building but including the roof, the parapets and the open spaces and areas.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. The expenses of administration, maintenance, repairs, replacement of the common parts and equipments and accessories, common areas and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance the stair case for the building. The landings, the gutters, rainwater pipes, motors pumps, tube-well, water and electric wiring and installations, sewers, drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed of user in common by the Purchaser, Co-purchaser or other Occupiers thereof. The costs of cleaning, maintaining and lighting the main entrance, passage, landings, stair cases and the parts of the building as enjoyed or used in common by the occupiers of the said building.
2. The salaries of bill collectors, plumbers, electricians, sweepers etc

3. Cost of cleaning and lighting the passages, landings, staircases and other parts of the wilding as enjoyed or used by the Purchasers in common as aforesaid.
4. Municipal rates and taxes, save those were separately assessed for the flat, premium for insurance of the building, common electric bills, e.t.c. and all others in relation to the maintenance of the said building and premises.
5. Insurance of the building against earthquake, fire, mob and civil commotion etc.
6. All electricity charges payable in common for the common portions of the said building.
7. Such other expenses including printing and stationery as also litigation expenses in current in respect of any dispute with North Dum Dum Municipality, other local authority, Government insurance company or any other person or persons in relation to or as may be deemed by the building or and ad-hoc committee or Association of the occupiers to be necessary or incidental to maintenance and up-keep of the said building.

THE FIFTH SCHEDULE:
(Common Right And Privilage)

1. The Purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said premises and the common profits of the said building or therewith usually held used occupied or enjoyed or known as part or parcel thereof or ascertaining thereto which are hereafter more fully specifically excepting and reserving

rights, easements, quasi easements, privileges and appurtenances hereinafter more particularly set forth in the Schedule hereto

2. The- right of way in common as aforesaid into and upon all common passage, drive ways, entrance at all times and for all purpose connected with the reasonable used and enjoyment of the said premises and of the said premises and comprised within the said building and the said property provided always and it is hereby declared that notwithstanding maintained shall permit the Purchaser and/or his servants to construct in any way by vehicles, deposit of materials, rubbish or the free passage of other person or persons including the Vendors property entitled to such right of way aforesaid along such common passage drive ways and entrance as aforesaid.
3. The right of protection of the said premises by or from all other parts of the said building and the said property so far as they now protected the same.
4. The right of flow in common as aforesaid of any electricity, water and water of said soil from and/or to the said premises through pipes, drains, wires and conduits lying or being in under or over the other parts of the said building and the said property so far as may be reasonably necessary for the beneficial use occasion and enjoyment of the said premises.
5. The right of the Developer with or without workmen and necessary materials to enter from time to time upon the other parts of the said building and the said property for the purpose of re-building, repairing, replacing or cleaning anypart or parts of the said premises in so far as such rebuilding, repairing, replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in such cases excepting in emergent situations upon giving forty eight hours previous notice in writing of the Purchaser intention so to enter to the Developer/ Vendors and Co-Purchasers property entitled to the same.

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

Signed, Sealed and Delivered in the presence of witness :-

Signature of the DEVELOPER

Signature of the PURCHASER

Drafted & prepared by:

Advocate

High Court, Calcutta

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. _____ (Rupees _____ Only) as full consideration money as per **MEMO** below:

| DATE | Pay to | Mode | Cheque no./DD No./ Transaction Id/UTR No. | Amount |
|------|--------|------|---|--------|
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| | | | | |
| | | | | |

Witnesses: -

1)

M/s. MOUMITA BRAHMACHARI
Moumita Brahmachari
Proprietor

SIGNATURE OF THE DEVELOPER

2)