

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
....., Two Thousand and Twenty, **202...., A.D.**

BETWEEN

- (1). SMT. MANJU MONDAL (having PAN DTEPM8822A) daughter of Late Anil Mondal, wife of Dulal Mondal, by faith Hindu, by occupation Housewife, by nationality Indian, residing at 44/2, Pranabananda Road, P.O. Garia, P.S. Patuli, Kolkata 700084, in the District 24 Parganas (South),
- (2). SMT. APARNA DEY (having PAN DTMPD 6491L and Aadhaar No. 5839 8063 1391) daughter of Late Anil Mondal, wife of Late Dilip Dey, by faith Hindu, by occupation Housewife, by nationality Indian, residing at 10, Bechu Doctor Lane, P.O. Dhakuria, P.S. Kasba, Kolkata 700031, in the District 24 Parganas (South),
- (3). SMT. SHIBANI SHIKDAR (having PAN IQZPS6098P and Aadhaar No. 3372 5010 2534) daughter of Late Anil Mondal, wife of Ramen Shikder, by faith Hindu, by occupation Housewife, by nationality Indian, residing at 44/2, Pranabananda Road, P.O. Garia, P.S. Patuli, Kolkata 700084, in the District 24 Parganas (South),
- (4). SRI. SUNIL MONDAL (having PAN HLNPM4695A and Aadhaar No. 9478 1393 6073) son of Late Anil Mondal, by faith Hindu, by occupation Business, by nationality Indian, residing at 44/2, Pranabananda Road, P.O. Garia, P.S. Patuli, Kolkata 700084, in the District 24 Parganas (South),
- (5). SRI. AMIYA MONDAL (having PAN DSNPM9452G and Aadhaar No. 4673 6850 7075) son of Late Anil Mondal, by faith Hindu, by occupation Retired, by nationality Indian, residing at 44/2, Pranabananda Road, P.O. Garia, P.S. Patuli, Kolkata 700084, in the District 24 Parganas (South), West Bengal;

(6). SMT. NANDITA MONDAL (having PAN BXDPM9644K and Aadhaar No. 9407 7995 3173) wife of Late Gobinda Mondal, by faith Hindu, by occupation Housewife, by nationality Indian, residing at 44/2, Pranabananda Road, P.O. Garia, P.S. Patuli, Kolkata 700084, in the District 24 Parganas (South),

(7). SRI. SUROJIT MONDAL (having PAN CSEPM0635D and Aadhaar No. 8155 0361 4829) son of Late Gobinda Mondal, by faith Hindu, by occupation Service, by nationality Indian, residing at 44/2, Pranabananda Road, P.O. Garia, P.S. Patuli, Kolkata 700084, in the District 24 Parganas (South),

(8). SMT. RATNA MONDAL (having PAN CEMPM6211B and Aadhaar No. 9755 2612 6504) daughter of Sri. Amiya Mondal, wife of Sri. Badal Mondal, by faith Hindu, by occupation Business, by nationality Indian, residing at 44/2, Pranabananda Road, P.O. Garia, P.S. Patuli, Kolkata 700084, in the District 24 Parganas (South), West Bengal, hereinafter jointly referred to as the “**OWNERS'/FIRST PARTY**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the FIRST PART:

AND

D.S.P CONSTRUCTION (having PAN AAPFD0536P), a registered partnership Firm having its registered office at 90, Brij Road, P.O. Garia, P.S. previously Jadavpur now Patuli, Kolkata 700084, being represented by the following partners: (1) SRI. PRANTOSH NASKAR (having PAN ADUPN0812E and Aadhaar No. 4268 2532 4250), Son of Late Arabindo Naskar, residing at 31, Brij Road, P.O. Garia, Kolkata 700084,

(2) SRI. SUNIL JANA (having PAN AFUPJ5282J and Aadhaar No. 7578 0651 7914), Son of Prahlad Jana, residing at B-234, B. P. Township, P.O. Panchasayar, Kolkata 700096,

(3) SRI. MIHIR SARDAR (having PAN AZGPS4193P & Aadhaar No. 4286 1856 9140), Son of Sri. Nitai Sardar, residing at 238, Briji West Kadamtala, P.O. Garia, Kolkata 700084, hereinafter referred to as the "**DEVELOPER/SECOND PARTY** " (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, legal representatives and assigns) of the SECOND PART:

AND

M..... a company incorporated under the Indian Companies Act, 1956 having it's registered address at, under Police Station -, Kolkata - represented by it's one of the directors namely son of late Syed by faith by occupation --..... resident of under P.S. -, Kolkata - for the purpose of execution of this deed, hereinafter referred to as the **PURCHASER** (which expression unless repugnant to the context shall mean to include the legal transferees, legal representatives, successors in office etc.) of the THIRD PART.

WHEREAS:

AND WHEREAS being seized and possessed of the aforesaid plot of land morefully mentioned in the Schedule A below, that said Nani Bala Dasi alias Nani Bala Mondal died intestate on 26.07.2002 leaving behind her four married daughters namely Smt. Manju Mondal, Smt. Aparna Dey, Smt. Swapna Mondal and Smt. Shibani Shikdar and one unmarried daughter namely Shankari Mondal, now deceased and four sons namely Sri. Amiya Mondal, Sri. Sunil Mondal, Gobinda Mondal, now deceased and Rabin Mondal, now deceased, as her legal heirs, successors and claimants. It is worth to mention that the husband of that said

Nani Bala Dasi alias Nani Bala Mondal i.e. Anil Kumar Mondal died on 15.03.1975. Subsequently Rabin Mondal died intestate on 11.11.2020 leaving behind his four married sisters namely Smt. Manju Mondal, Smt. Aparna Dey, Smt. Swapna Mondal and Smt. Shibani Shikdar, one unmarried sister namely Shankari Mondal, now deceased, and three brothers namely Sri. Amiya Mondal, Sri. Sunil Mondal and Gobinda Mondal, now deceased as his legal heirs, successors and claimants. At the time of death that said Rabin Mondal was bachelor. Thereafter that said Sankari Mondal died intestate on 14.03.2022 leaving behind his four married sisters namely Smt. Manju Mondal, Smt. Aparna Dey, Smt. Swapna Mondal and Smt. Shibani Shikdar, and three brothers namely Sri. Amiya Mondal, Sri. Sunil Mondal and Gobinda Mondal, now deceased as her legal heirs, successors and claimants. At the time of death that said Sankari Mondal was spinster.

AND WHEREAS Smt. Manju Mondal, Smt. Aparna Dey, Smt. Swapna Mondal, Smt. Shibani Shikdar , Sri. Amiya Mondal, Sri. Sunil Mondal and Gobinda Mondal, now deceased became the absolute owners of a plot of land measuring about 9 decimals i.e. 05 Cottahs 07 Chittaks 5.4 Sq.ft. more or less along with a pucca structure measuring about 500 sq.ft. comprised in Dag No. 473, Khatian No. 125 under Mouza Baishnabghata, J.L. No. 28, Touzi No. 56, Re. Sa. No. 38, P.S. previously Jadavpur now Patuli, Kolkata 700084 now within the limits of Kolkata Municipal Corporation, Ward No. 110, being K.M.C. Premises No. 68, Briji Road, P.O. Garia, P.S. previously Jadavpur now Patuli, Kolkata 700084 in the District 24 Parganas (South) morefully mentioned in the Schedule A below.

AND WHEREAS thereafter Smt. Manju Mondal, Smt. Aparna Dey, Smt. Swapna Mondal, Smt. Shibani Shikdar, Sri. Amiya Mondal, Sri. Sunil Mondal, Gobinda Mondal, now deceased jointly gifted undivided and undemarcated portion of land measuring about 490 Sq.ft. alongwith undivided and undemarcated portion of a pucca structure measuring about 63 sq.ft. from the entire land measuring more or less 9 decimals i.e. 05 Cottahs 07 Chittaks 5.4 Sq.ft. more or less along with a pucca structure measuring about 500 sq.ft. morefully mentioned in the Schedule A to Smt. Ratna Mondal through a registered gift deed. The said gift deed was registered in the office of D.S.R-I, Alipore and it was recorded in its Book No. I, Volume No. 1601-2022, Pages 95608 to 95633, Being No. 160102068 for the year 2022.

Subsequently Smt. Manju Mondal, Smt. Aparna Dey, Smt. Swapna Mondal, Smt. Shibani Shikdar, Sri. Amiya Mondal, Sri. Sunil Mondal, Gobinda Mondal, now deceased and Smt. Ratna Mondal jointly became the absolute owners of a plot of land measuring about 9 decimals i.e. 05 Cottahs 07 Chittaks 5.4 Sq.ft. more or less along with a pucca structure measuring about 500 sq.ft. comprised in Dag No. 473, Khatian No. 125 under Mouza Baishnabghata, J.L. No. 28, Touzi No. 56, Re. Sa. No. 38, P.S. previously Jadavpur now Patuli, Kolkata 700084 now within the limits of Kolkata Municipal Corporation, Ward No. 110, being K.M.C. Premises No. 68, Briji Road, P.O. Garia, P.S. previously Jadavpur now Patuli, Kolkata 700084 in the District 24 Parganas (South) morefully mentioned in the Schedule A below.

Thereafter Gobinda Mondal died intestate on 23.10.2023 leaving behind his wife Smt. Nandita Mondal and only son Surojit Mondal as his legal heirs, successors and claimants.

Thereafter Smt. Manju Mondal, Smt. Aparna Dey, Smt. Swapna Mondal, Smt. Shibani Shikdar, Sri. Amiya Mondal, Sri. Sunil Mondal, Smt. Nandita Mondal, Sri. Surojit Mondal and Smt. Ratna Mondal jointly became the absolute owners of a plot of land measuring about 9 decimals i.e. 05 Cottahs 07 Chittaks 5.4 Sq.ft. more or less along with a pucca structure measuring about 500 sq.ft. comprised in Dag No. 473, Khatian No. 125 under Mouza Baishnabghata, J.L. No. 28, Touzi No. 56, Re. Sa. No. 38, P.S. previously Jadavpur now Patuli, Kolkata 700084 now within the limits of Kolkata Municipal Corporation, Ward No. 110, being K.M.C. Premises No. 68, Briji Road, P.O. Garia, P.S. previously Jadavpur now Patuli, Kolkata 700084 in the District 24 Parganas (South) morefully mentioned in the Schedule A below.

AND WHEREAS that said Smt. Swapna Mondal executed and registered a deed of gift in respect of undivided and undemarcated 1/8th share of land measuring about 490.05 Sq.ft. alongwith undivided and undemarcated 1/8th share of a pucca residential structure measuring about 63 sq.ft. more or less out of the entire land measuring about about 9 decimals i.e. 05 Cottahs 07 Chittaks 5.4 Sq.ft. more or

less along with a pucca residential structure measuring about 500 sq.ft. comprised in Dag No. 473, Khatian No. 125 under Mouza Baishnabghata, J.L. No. 28, Touzi No. 56, Re. Sa. No. 38, P.S. previously Jadavpur now Patuli, Kolkata 700084 now within the limits of Kolkata Municipal Corporation, Ward No. 110, being K.M.C. Premises No. 68, Briji Road, P.O. Garia, P.S. previously Jadavpur now Patuli, Kolkata 700084 in the District 24 Parganas (South) to Smt. Manju Mondal, Smt. Aparna Dey, Smt. Shibani Shikdar, Sri. Amiya Mondal, Sri. Sunil Mondal, Smt. Nandita Mondal, Sri. Surojit Mondal and Smt. Ratna Mondal.

The said deed of gift was registered in the office of D.S.R .- I, Alipore, 24 Parganas (South) and it was recorded in its Book No. I, Volume No. 1601-2023, Pages 86145 to 86172, Being No. 160102507 for the year 2023.

AND WHEREAS presently Smt. Manju Mondal, Smt. Aparna Dey, Smt. Shibani Shikdar, Sri. Amiya Mondal, Sri. Sunil Mondal, Smt. Nandita Mondal, Sri. Surojit Mondal and Smt. Ratna Mondal, the Owners herein are the absolute owners of ALL THAT piece and parcel of land measuring about 9 decimals i.e. 05 Cottahs 07 Chittaks 5.4 Sq.ft. more or less along with a residential pucca structure measuring about 500 sq.ft. comprised in Dag No. 473, Khatian No. 125 under Mouza Baishnabghata, J.L. No. 28, Touzi No. 56, Re. Sa. No. 38, P.S. previously Jadavpur now Patuli, Kolkata 700084 now within the limits of Kolkata Municipal Corporation, Ward No. 110, being K.M.C. Premises No. 68, Briji Road, P.O. Garia, P.S. previously Jadavpur now Patuli, Kolkata 700084 in the District 24 Parganas (South).

Thus while seized and possessed of the said property Smt. Manju Mondal, Smt. Aparna Dey, Smt. Shibani Shikdar, Sri. Amiya Mondal, Sri. Sunil Mondal, Smt. Nandita Mondal, Sri. Surojit Mondal and Smt. Ratna Mondal; the Owners herein intended to construct a multistoried building upon the Schedule A land as per plan sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS due to paucity of fund and lack of experience Smt. Manju Mondal, Smt. Aparna Dey, Smt. Shibani Shikdar, Sri. Amiya Mondal, Sri. Sunil Mondal,

Smt. Nandita Mondal, Sri. Surojit Mondal and Smt. Ratna Mondal; the Owners herein are not in a position to construct the said building. With a view to develop the schedule property mentioned below through a reputed Developer; the Owners are in search of a Developer and upon hearing the same, the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with the said proposal of the Land Owners has agreed to develop the schedule property by erecting a building thereon in terms of the sanctioned building plan at their own costs, expenses and efforts and in pursuance of the above, the Parties herein have entered into this Agreement in between themselves.

AND WHEREAS both the Parties herein have negotiated between themselves regarding terms and conditions on which the same development work can be made and have accepted and agreed to enter into this agreement under the following terms and conditions for the same.

AND WHEREAS the Developer agreed to develop the aforesaid property and/or to construct a multi storied building thereon as per the sanctioned plan obtained from the Kolkata Municipal Corporation.

AND WHEREAS before execution of this agreement the Owners has represented and assured to the Developer as follows :-

That the said property is free from all encumbrances, charges, liens, lispendents, attachments, whatsoever or howsoever.

That excepting the present Owners nobody has any right, title, interest claim, demand, whatsoever or howsoever, into or upon the said property.

That there is no notice of acquisition or requisition received or pending in respect of the entire land ALL THAT piece and parcel of land measuring about 9 decimals i.e. 05 Cottahs 07 Chittaks 5.4 Sq.ft. more or less along with a residential pucca structure measuring about 500 sq.ft. comprised in Dag No. 473, Khatian No. 125 under Mouza Baishnabghata, J.L. No. 28, Touzi No. 56, Re. Sa. No. 38, P.S. previously Jadavpur now Patuli, Kolkata 700084 now within the limits of Kolkata Municipal Corporation, Ward No. 110, being K.M.C. Premises No. 68, Brij Road, P.O. Garia, P.S. previously Jadavpur now Patuli, Kolkata 700084 in the District 24

Parganas (South) morefully and particularly described in the Schedule A hereunder mention.

The Owners have also given undertaking that the said property does not fall under the Urban Land (ceiling and Regulation) Act, 1976.

That there is no impediment under the law for the time being in force for the Owners for obtaining necessary clearance certificate under the Income Tax Act, 1961.

AND WHEREAS The Owners have agreed to authorize the Developer to develop the said land described in the First Schedule hereunder written by constructing at Developer's own costs and expenses a new building thereon comprising of flats and car parking spaces on ownership basis and the Owners are agreeable to convey the Developer's Allocation of proportionate share of land and building thereon to any Purchaser or Purchasers nominated by the Developer on the following terms and conditions agreed by and between the parties thereto.

NOW THIS INDENTURE WITNESSETH that in pursuance of the consideration of the said total sum of Rs./- (Rupees) only, the true and lawful money of the Union of India paid by the Purchasers to the Owner, for proportionate share of land and cost of construction of the said building, on or before the execution of these present and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers of self-contained residential Flat in complete and finished condition. The Vendors/Developer both hereby grant, transfer, convey, sell, assigns and assure to and unto and in favour of the Purchasers, free from all sorts of encumbrances **ALL THAT** the finished self contained Flat, measuring a bit more or less (.....) sq.ft. super built up area together with half the depth in the floor and the roof of the said unit measuring (.....) sq.ft. more or less including together with common right to use lift and stair up to roof and all ways, paths, passages and common enjoyment of the roof of the building at the absolute exclusion of any right and authority both of the Owners/Vendors/Developer to construct any further floor or floors on the present roof, drains, water courses, water reservoir on the ground floors, electric motor

pump, meter room, overhead water tanks on the roof of the said building and all water pipe lines connected with the said building from the water reservoir and tanks and sewer line and other pipe lines etc. together with undivided proportionate share of right, title and interest on land and other right, liberties, easements, appendages, appurtenances and estate right, title, interest, property, claim whatsoever of the Vendors and the Developer/Attorney in the said Flat and a , free from all sorts of encumbrances to hold the same absolutely and forever situate, lying at, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and delineated in the **PLAN** or **MAP** annexed hereto, bordered in **RED verges**, hereinafter referred to as the “said Flat and a ” **AND** all the estate, right, title, interest, inheritance use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and the Developer in and upon the said Flat to be used by the Purchasers for their residential purposes, hereby granted sold, transferred, conveyed, assigned and or intended so to be and also to the production of and or inspection for all lawful purposes upon payment of all costs and expenses there upon, reasonable notice of all deeds, paths, muniments, writings and evidence of title whatsoever relating to or concerning the said Flat, at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendors and the Developer **TO HAVE AND TO HOLD** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use, trust or other thing whatsoever to alter defect, encumber or make void the said, and the Vendors and Developer/Attorney doth hereby covenant with the Purchasers that notwithstanding any acts, deeds, matter, assurances or thing whatsoever made, done, executed, occasioned or suffered to the contrary, Vendors/Developer are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Flat and the said here by granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect in indefeasible estate or inheritance in fee simple in possession without any manner of hindrance lawful eviction, interruption claim or demand whatsoever from or by the Vendors /Developer any person or persons lawfully or equitably claiming or to claim from, under or in trust for the Vendors and the right and privileges as to the restriction hereunder and that free and clear and freely and clearly and absolutely acquitted, exonerated or

discharges or otherwise by the Vendors well and sufficiently saved, defended, keep harmless and indemnified of and from and against all the manner of former or other estate, encumbrances, claim, demands, charges, liens, lispence, debts and attachments, whatsoever had made done executed, occasioned or suffered by the Vendors and the Attorney or any person or to claim from, under or in trust for the Vendors and Developer/Attorney and that free and clear and freely and clearly and absolutely acquitted, executed, discharged or otherwise by the Vendors or the Developer/Attorney well and sufficiently saved defended kept harmless and indemnified of other estate, right, title, lease, mortgage, charges, trusts, wakf, debtor, attachments, executions, lispences, claim, demand and encumbrances, whatsoever made done occasional or equitably claiming or to claim by from through under or in trust for the Vendors and **FURTHER THAT** the Vendors and all persons having or lawfully claiming and estate, right, title, interest whatsoever in the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at their request and cost of the Purchasers do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said Flat and the said hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said hereby granted, sold transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid shall or may be reasonably required and that the Purchasers hereby covenant with the Vendors/Developer that the Purchasers will and shall maintain the Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially effect the other floors and flat **AND** the Vendors/Developer have now in themselves good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and the said hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and all times hereafter peaceably and quietly hold, use, possess and enjoy the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and Attorney or

other Co-Owners of the said Building and that they will pay their share or rates and taxes proportionately, relating to the said building until separation and mutation is effected in respect of the said Flat and the said and the separate assessment is made thereby and shall always pay the rates of maintenance charges for the expenditures of the common parts of the Building as will be reasonably assessed by the building committee and/or Owners' Association and that they will and shall not incur, cut, damages any of the main walls, roofs, common stair case, common passage and or common sewers so as to cause damages to the said Ground Plus Three Storied Building with Lift facility and or the said premises and further that the Purchasers shall and will bear jointly with the other Flat/Space Owner or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage, and or common sewers and further that Purchasers shall and will bear jointly with the other Flat Owners or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage and common sewers and common parts of the building as mentioned earlier **AND THAT** the Vendors /Developer and the Purchasers hereby had agreed with each other that the Purchasers shall be entitled to enjoy and install electric meter on one of their own name for the aforesaid Flat in the meter room at their own costs and also telephone and cable connection separately in the said Flat and that the water supply shall be from the over head water reservoir of the roof and the water will be lifted from the Ground Floor water tank connected with water, of the said building and the Purchasers shall share the pro-rata costs or electricity charges and or generators costs if installed, with other co-owners of the other Flats and or tenants of the said building and that the stair case/lift leading to the said flat from the Ground Floor up to roof and the passage for ingress and egress from the road to the building and to the stair case/lift shall be used by the Purchasers and or their men, agents, servants etc. commonly with the other co-owners and or tenants of the said building and that the Developer/Attorney shall render all possible help and co-operation to the Purchasers for the purpose of mutation of the Purchasers' name jointly in the Assessment Record of the Kolkata Municipal Corporation concerning the said Flat and the said of the Purchasers in proportion of the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoings payable in respect of the said premises directly to the authorities concerned and the said rates and taxes etc. and the Purchasers shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed towards the payment of

Municipal Taxes and other outgoing payable in respect of the said premises directly to the authorities concerned and that the said rates and taxes etc. and the Purchasers shall also entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed, subject to the terms herein contained to any person or persons without the consent of the Vendors/Developer/Attorney or any other Co-Owners who may have acquired before and whom may hereafter acquire any right title and interest acquired by the Purchaser or Purchasers under the terms these presents and that the Purchasers' undivided interest in the soil as more fully described in the **FIRST SCHEDULE** hereunder written shall remain common for all times to come that is to say that the Purchasers shall become Co-Owners and Co-Sharers for all times to come in respect of the soil and or ground of the said building proportionately with the other co-owners who may hereafter or heretofore have acquire right title and interest in the soil of the said premises. The Purchasers shall abide by the rules and regulations of the committee of the building.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring about about 9 decimals i.e. 05 Cottahs 07 Chittaks 5.4 Sq.ft. more or less along with a residential pucca structure measuring about 500 sq.ft. comprised in Dag No. 473, Khatian No. 125 under Mouza Baishnabghata, J.L. No. 28, Touzi No. 56, Re. Sa. No. 38, P.S. previously Jadavpur now Patuli, Kolkata 700084 now within the limits of Kolkata Municipal Corporation, Ward No. 110, being K.M.C. Premises No. 68, Briji Road, P.O. Garia, P.S. previously Jadavpur now Patuli, Kolkata 700084 in the District 24 Parganas (South). The land is butted and bounded as follows:

ON THE NORTH : 16ft. wide K.M.C. Road

ON THE SOUTH : House of Babu Saha (60, Raja S.C. Mullick Road)

ON THE EAST : House of Sanjoy Shaw (98, Pranabananda Road)

ON THE WEST : House of Lila Pal (11, Pranabananda Road)

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE FLAT AND SOLD IN FAVOUR OF
THE PURCHASERS)

ALL THAT _____ of self- contained residential Flat being No. on the Floor, side, measuring about sq.ft. more or less carpet area up area, comprising of together with the undivided proportionate share and interest in the land underneath the said building and all common rights over the common areas and facilities at Municipal Premises and the said Flat and the said are delineated and demarcated in the PLAN or MAP annexed herewith and colour with **RED border**, which will be treated as part of this Indenture.

THE THIRD SCHEDULE
(COMMON AREA AND FACILITIES)

- a.** The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b.** The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, entrance and exists of the building.
- c.** The easements and wards.
- d.** Installation of common services such as powers, lights, water, sewerage etc.
- e.** Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f.** All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g.** Boundary walls.
- h.** Electric meter, pump and switches fixed in the common areas.

THE FOURTH SCHEDULE
(DESCRIPTION OF THE COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
2. All charges and deposits for suppliers of common utilities to the Owners in common.
3. Proportionate share of Municipal Tax, water tax and other levies in respect of the land and building save those separately assessed of the Purchasers' Unit.
4. Proportionate share of insurance premium for insuring the Building.
5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
6. Electricity charges for the electrical energy, consumed for the operation of the common service.
7. Costs of maintenances, repairs and replacements of common Installations.
8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.
9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Purchasers in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

THE FIFTH SCHEDULE

(OTHER RULES AND REGULATIONS)

- a) The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and or the common parts of the building and roof and or in respect of the common service and utilities therein.
- b) The Owners' Association shall have the power and authority to such rules and regulations for the common purposes as may be the other or the Association may consider reasonable but not inconsistent with the provisions of the W.B. Apartment Ownership Act, 1972 and the Purchasers shall abide by the same.
- c) The Purchasers shall become members of the Association and shall apart from paying proportionately all costs and expenses relating thereto, sign such forms, papers, documents, memorandums articles, declarations, constitution, rules and regulation as may be necessary and reasonably required for the purpose.

- d) The Purchasers cannot do additions or alterations or constructions of permanent nature in the outside of the said flats or any part thereof which will effect the structure and/or of the building.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand and signature to these presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

Presence of:-

WITNESSES:-

1.

(SIGNATURE OF THE OWNERS/VENDORS)

2.

(SIGNATURE OF THE PURCHASERS)

.....

**(SIGNATURE OF THE BUILDER/
DEVELOPER/ATTORNEY)**

Drafted and Prepared By

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs./- (Rupees) only, as full and final consideration money of the Flat and the of this Deed, as per following Memo:-

MEMO:-

TOTAL

.....

Rs.

.....

(RUPEES) ONLY.

WITNESSES:-

1.

SIGNATURE OF THE

2.

OWNER/DEVELOPER