

**DEED OF CONVEYANCE**

**(SALE DEED)**

**THIS DEED OF CONVEYANCE** made this ..... day of ..... 2024  
**BETWEEN** Mr. AMIT BANERJEE ALIAS AMIT KUMAR BANERJEE, (PAN AESPB8167R) (Mob no 9433234209) (ADHAR no 9939 1010 3733) son of Late Amalendu Banerjee, by faith Hindu, by occupation retired, previously residing at 3 A, Satya Doctor Road, Kolkata 700 023, at present at 168, Charu Chandra Place East, Police Station previously Tollygunge, at present Charu Market, within the limit of Kolkata Municipal Corporation Ward No.89, Kolkata – 700033, District 24-Parganas South,

hereinafter referred to as "Owner" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heir/heirs executors, administrators, legal representatives and assigns) **of the FIRST PART.** The Owner is **represented by CONSTITUTED ATTORNEY M/S PRASANTA KUMAR DAS** a Proprietorship business having its office at 8/13, Dr. Radha Kumud Mukherjee Sarani, formerly known as Cornfield Road, under Police Station Gariahat within limit of The Kolkata Municipal Corporation, Kolkata – 700019 **Proprietor SRI PRASANTA KUMAR DAS, (PAN AGYPD5562A) (MOB No 9830244827) (ADHAR no 7062 0196 9406)** son of Late Girish. Chandra. Das, by faith Hindu, at present residing at 32, Old Ballygunge 1<sup>st</sup> Lane, under Police Station Karaya, Kolkata – 700019; power of attorney registered at A.D.S.R. Alipore and entered in Book1, volume....., pages ..... TO....., being no....., for the year2023.

**AND**

**M/S PRASANTA KUMAR DAS** a Proprietorship business having its office at 8/13, Dr. Radha Kumud Mukherjee Sarani, formerly known as Cornfield Road, under Police Station Gariahat within limit of Kolkata Municipal Corporation, Kolkata – 700019 **Proprietor SRI PRASANTA KUMAR DAS, (PAN AGYPD5562A) (MOB No 9830244827) (ADHAR no 7062 0196 9406)** son of Late Girish. Chandra. Das, by faith Hindu, at present residing at 32, Old Ballygunge 1<sup>st</sup> Lane, under Police Station Karaya, Kolkata – 700019 hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heir/heirs executors, administrators, legal representatives and assigns) **of the SECOND PART.**

AND

(1) MR. .....son of....., (PAN-.....) (AADHAR-.....) (Mob-.....) by nationality Indian, by religion Hindu, by occupation service, at present residing .....Road, Kolkata 700....., Police Station ..... (2) MRS....., wife of....., (PAN-.....) (AADHAR-.....) (Mob-.....) by nationality Indian, by religion Hindu, by occupation service, both at present residing .....Road, Kolkata 700....., Police Station .....hereinafter called and referred to as the PURCHASERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heir/heirs executors, administrators, legal representatives and assigns) **of the THIRD PART**

WHEREAS one Sudhir Kumar Chatterjee and Sushil Kumar Chatterjee both sons of Late Kumud Chandra Chatterjee became Owner of several plots of land some as legal heirs of his father Kumud Chandra Chatterjee and some by purchase from Kumud Chandra Chatterjee and Sri Deviprosad Chatterjee which is part of big plot being number 14/16 Deodhar Rahaman Road, which was subsequently numbered as premises no 33, Dr. Daudar Rahaman Road, Calcutta 33 now Kolkata 700 033, within the then Calcutta Corporation (formally Tollygunge Municipality) now The Kolkata Municipal Corporation, part of Holding no 150 Pargana Panchanna Gram, Mouza Kankhulia, J.L. no 4, C.S. Dag no 99, C.S. Khatian no 493, Division IV, Sub-Division-'T', having 20' feet wide Municipal Road on the North and 16' feet Municipal Road on the East.

AND WHEREAS the said Sudhir Kumar Chatterjee and Sushil Kumar Chatterjee both sons of Late Kumud Chandra Chatterjee while being in peaceful

possession of aforesaid lands being premises no 33, Dr. Daudar Rahaman Road, Kolkata 700 033, gifted specifically demarcated 3 cottahs 12 Chittacks and 30 sq feet land being plot no 12 and 13, of premises no 33, Dr. Daudar Rahaman Road Kolkata-700 033 within the then Calcutta Corporation (formally Tollygunge Municipality) now Kolkata Municipal Corporation, part of Holding no 150, Pargana Panchanna Gram, Mouza Kankhulia, J.L. no 4, C.S. Dag no 99, C.S. Khatian no 493 Division IV, Sub-Division-'T', to their sister Smt. Jharna Chatterjee daughter of Late Kumud Chandra Chatterjee (after marriage Jharna Banerjee) by executing and registering **Deed Of Gift** and delivering possession to her which is more fully described in **SCHEDULE "A" BELOW**. The said Smt Jharna Chatterjee alias Jharna Banerjee accepted the gift. The said deed was registered in Alipore Sub Registrar office and entered in book-1, volume 38, pages 161 to 165, deed no 1339 for the year 1964

**AND WHEREAS** the said Smt Jharna Banerjee nee Chatterjee after accepting the gift while being in possession of specifically demarcated 3 cottahs 12 Chittacks and 30 sq feet land, being part of premises no 33, Dr. Daudar Rahaman Road Kolkata within the then Calcutta Corporation (formally Tollygunge Municipality) now The Kolkata Municipal Corporation, part of Holding no 150 Pargana Panchanna Gram, Mouza Kankhulia, J.L. no 4, C.S. Dag no 99, C.S. Khatian no 493Division IV, Sub-Division-'T', got her name mutated in the then Calcutta Corporation now The Kolkata Municipal Corporation and **a new municipal number(renumbered as) being 168 Charu Chandra Place East Kolkata-700 033, Assessee no 21-089-02-0148-9; was given to her** which is more fully described in **SCHEDULE "A" BELOW**.

**AND WHEREAS** the said Smt Jharna Banerjee nee Chatterjee out of her own fund constructed a two storied building and was in peaceful possession till her death on 18-09-2009.

**AND WHEREAS** The said Jharna Banerjee nee Chatterjee died intestate on 18-09-2009 leaving behind her son Mr. Amit Kumar Banerjee alias Amit Banerjee, and her husband Dr. Amalendu Banerjee. To inherit the said land and building described in **SCHEDULE “A” BELOW**.

**AND WHEREAS** the said Dr. Amalendu Banerjee (husband of Jharna Banerjee) died intestate on 23-10-2009, and on his death Mr. Amit Kumar Banerjee alias Amit Banerjee became the sole and exclusive Owner of the said two storied building standing on specifically demarcated 3cottahs 12 Chittacks and 30 sq feet land being plot no 12 and 13, being municipal premises no 168, Charu Chandra East, Kolkata-700 033, KMC ward no 89, Police Station Tollygunge, which is more fully described in **SCHEDULE “A” BELOW**.

**AND WHEREAS** the said Mr. Amit Kumar Banerjee alias Amit Banerjee, got his name mutated in the KMC records in respect of **SCHEDULE “A”** property; and is in peaceful vacant possession of the same and the Assessee no 21-089-02-0148-9 remained the same.

**AND WHEREAS** the aforesaid Owner while seized and possessed of the said land and building described in **SCHEDULE “A”** below, to put the same in more effective use and enjoy the same, thus he have intend to construct a multi storied building on the said plot of land for which he was looking for reputed developer who will be able to **construct a multistoried building for residential use only** on the said plot of land described in **SCHEDULE “A” BELOW**, thus he approached the party of Other Part i.e. Developer herein and the Developer

have agreed to construct a **G+3 (Ground Plus three)** storied building on the said specifically demarcated 3 cottahs 12 chittacks and 30 sq feet land being previously of premises no 33, Dr. Daudar Rahaman Road, Kolkata70 033, being renumbered as municipal premises no 168, Charu Chandra East, Kolkata-700 033, within KMC ward no 89, police station previously Tollygunge, now Charu Market; which is more fully described in **SCHEDULE “A” BELOW**.

**AND WHEREAS** Owner hereby declares that he is the absolute Owner of the **Schedule “A” Property** which is free from all encumbrances liens, lispendents, attachments whatsoever under the law and there is no suit pending in respect of the said property and has not agreed to either orally or by executing any unregistered document to sale alienate, let out or enter into any Development earlier. Be it noted that in future, if any dispute arises in connection with the Title of the property with any third person, then, in such event, the Owner will settle the matter, for the same and the right, title interest of the Developer in respect of this Development Agreement or the Development work will not be hampered nor his allotted area will be changed; and if so happens then the Developer have the power to realize the cost and damage for the same in respect of the Development Agreement. **AND WHEREAS** the Owner while seized and possessed of the said land and building intended to construct a multi storied building on the said plot of land described in **SCHEDULE A** entered into an Development agreement with **M/S PRASANTA KUMAR DAS** the **SECOND PART herein** for construction of a **G+3 storied** building upon the land described in Schedule “A” below on 9<sup>th</sup> July 2022 The said Development agreement was registered in A.D.S.R. Alipore South 24 Parganas, and entered

in Book1, volume 1605- 2022, pages 81221 to 81278, being no 160502314, for the year 2022.

**AND WHEREAS** THE Owner in terms of the Development agreement had also on 9<sup>th</sup> July 2022, executed and registered a Development Power of Attorney. The said Power of Attorney was registered at A.D.S.R. Alipore and entered in Book1, volume 1605-2022, pages 81279 to 81300, being no 1605-02317, for the year 2022.

**AND WHEREAS** the Developer thereafter applied for sanction of the plan of the proposed G+3 storied building consisting of 6(six) nos of flats before the Kolkata Municipal Corporation and the KMC on 30<sup>th</sup> September 2023 sanctioned the plan being sanction no 2023100131 Be it mentioned here that there is an unused/un-utilized F.A.R. and for that the Second Party/ Developer is taking steps to amend the building plan for construction of additional floor upon the existing G+3 storied building.

**AND WHEREAS** the Developer thereafter applied for registration of the development and or construction of proposed G+3 storied building consisting of 6(six) nos of flats before the R.E.R.A. Kolkata and the same is registered being no WBRERA/KOL/2024/.....

**AND WHEREAS** the Developer after receipt of the sanction plan applied for demolition of existing building standing upon **SCHEDULE “A”** property and the KMC granted work commencement order and the old building was demolished in total (including removal of plinth) and entire building material is removed

from site. The Developer there after commenced with the construction of the proposed new **G+3** storied building as per plan. That there is an unused/unutilized F.A.R. and for that the Second Party/ Developer is taking steps to amend the building plan for construction of additional floor upon the existing G+3 storied building; then in that event the building shall be G+4

**AND WHEREAS** the Developer has decided to transfer the Developer's allocation as stated in the aforesaid Development agreement to prospective buyers at market price.

**AND WHEREAS** Third Party after coming to know of the intension of the Second Party offered to Purchase **ALL THAT flat being no A-1 in the First floor western side**, measuring about 930 sq feet super built area and 744 sq feet built up area including cup board, bath + privy and balcony and 584 sq feet carpet area excluding bath + privy and balcony and one covered car parking space having an area 135 sq feet under the building (which is part of the Developer's allocation) which is described in **SCHEDULE B BELOW** at municipal premises no 33, Dr. Daudar Rahaman Road now known as municipal premises number being 168 Charu Chandra Place East Kolkata700033, within the Kolkata Municipal Corporation KMC Ward no 89, Police station Charu market, together with common areas described in **SCHEDULE C** and common rights described in **SCHEDULE D** hereunder at a price of **Rs ...../- (rupees .....crore .....lakhs)+ G.S.T** at the rate of 5% amounting to **Rs ...../- ( rupees.....)** for the flats and car parking space, total rupees **...../- (rupees.....)** only free from all encumbrances' and charges.

The Developer and Vendor herein found the offer to be the highest had accepted the offer, and the parties hereto and hereunder agree on the terms and conditions mentioned below. Be it mentioned here if in future any such other tax or higher GST or cess is declared to be paid to either the State of West Bengal or Government of India (Central govt) then the Purchaser shall have to pay such other tax or cess as applicable.

**AND WHEREAS** The Developer had handed over authenticated copies of all documents in his possession, and copy of building sanction plan, and copy of paid Tax receipt issued by KMC, to the Purchaser to make necessary searches in Register offices and other places to be satisfied with the title of the Vendor and to ascertain that the flat and the car parking space which is **more fully described in SCHEDULE “B” below** is free from encumbrances. The Purchaser has also taken physical inspection of the said flat and the car parking space which is more fully described in **SCHEDULE “B” below**, and is satisfied with the layout of the flat and the position of car parking space and after being satisfied had intimated the Developer of their intention to enter into an agreement for sale.

**AND WHEREAS** THE Purchasers being satisfied with the title of the **OWNER FIRST PARTY** with regard to the **SCHEDULE A** property and the Developer's **SECOND PARTY RIGHT TO CONSTRUCT** a new building upon the **SCHEDULE A** Property had entered into an **AGREEMENT FOR SALE** on ..... to Purchase **ALL THAT flat being no A-1 in the First floor western side, measuring about 930 sq feet super built area and 744 sq feet built up area including cup board, bath + privy and balcony and 584 sq feet carpet area excluding**

bath + privy and balcony and one covered car parking space having an area 135 sq feet under the building (which is part of the Developer's allocation) which is described in SCHEDULE B BELOW at municipal premises no 33, Dr. Daudar Rahaman Road now known (which is part of the Developer's allocation) which is described in SCHEDULE B BELOW at municipal premises no 33, Dr. Daudar Rahaman Road now known as municipal premises number being 168 Charu Chandra Place East Kolkata700033, within the Kolkata Municipal Kolkata-700 033, KMC Ward no 89, together with common areas described in SCHEDULE C and common rights described in SCHEDULE D hereunder at a price of Rs ...../- (rupees .....crore .....lakhs)+ G.S.T at the rate of 5% amounting to Rs ...../- (rupees.....) for the flats and car parking space, total rupees ...../- (rupees.....) only free from all encumbrances' and charges. on the terms and conditions mentioned in the said **AGREEMENT FOR SALE**. The said agreement for sale was registered in the office of ..... and entered in Book..... being deed no ..... for the year 202.....

**AND WHEREAS** the building is complete, the **DEVELOPER** have also completed the Drainage as per direction/ sanction of KMC and applied for completion certificate before the K.M.C. and the officers after thorough inspection of the building and tallying the same with the sanction plan had on ..... issued **COMPLETION CERTIFICATE** being no.....

**AND WHEREAS** the Purchasers as per the terms of the agreement for sale have paid the consideration/ sale price on time which is written in the **MEMO OF CONSIDERATION** below.

**AND WHEREAS** the construction of the building is complete and the **SECOND PARTY** after receipt of the completion certificate has informed Purchasers and requested them to pay the balance consideration and get the **DEED OF CONVEYANCE** registered in their name simultaneously take possession of the flat and the car parking space as mentioned in **SCHEDULE B** below; the Purchasers herein after being informed by the **DEVELOPER/ SECOND PARTY** that the building is complete and that the K.M.C has issued Completion certificate had on ..... taken inspection of the **SCHEDULE B** property and being satisfied had fixed a date for execution and registration of the formal deed of conveyance in their favour and payment of the last installment of the sale price/ balance consideration.

**NOW THIS INDENTURE WITNESSES TH AS FOLLOWS:**

- I. In consideration of the **BALANCE SUM OF** Rs.....(rupees .....Lakh) **paid by the Purchaser to the Developer/Confirming Party to day out of the total consideration of** Rs ..... (rupees ..... Lakh) **simultaneous to execution of this deed and the rest amounting to** Rs ..... (Rupees .....lakh) paid earlier as per agreement whose details is given in Memo below being the total sale value of **ALL THAT flat being no A-1 in the First floor western side, measuring about 930 sq feet super built area and 744 sq feet built up area including cup board, bath + privy and balcony and 584 sq feet carpet area excluding bath + privy and balcony and one covered car parking space excluding bath + privy and balcony having an area 135 sq feet under the building (which is part of the Developer's allocation) which is described in SCHEDULE B BELOW at municipal premises no 33, Dr. Daudar Rahaman Road now known, Police station previously**

Tollygunge, now Charu Market;

,as mentioned in the **SCHEDULE “B”** hereunder written with common right facilities and easements as mentioned in **SCHEDULE “C” and “D”** and common expenses payable in respect of the said flat and car parking space which is given in **SCHEDULE “E”** below and proportionate share of land described in **SCHEDULE “A”** **being** Municipal premises no 33, Dr. Daudar Rahaman Road, now renumbered as 168 Charu Chandra Place East, Kolkata 700033 within Kolkata Municipal Corporation (formally Tollygunge Municipality) within KMC Ward no 89, Police station previously Tollygunge, now Charu Market; (receipt whereof the Developer /Confirming Party do hereby as also by the Receipt and Memo hereunder written admit and acknowledge) and on the payment of the same, forever release, discharge and acquit the Purchasers and the said Unit the right and properties appurtenant thereto of the said Unit and the proportionate share in the common areas respectively the Vendor and the Developer/Confirming Party respectively do and each of them doth hereby grant, sell, convey, transfer, assign and assure unto the Purchasers **ALL THAT** the undivided immoveable proportionate share in the land more fully described in **SCHEDULE “A” hereto TOGETHER WITH** the said Unit more fully described in the **SCHEDULE “B”** hereto and delineated on the **Map marked and bordered in colour “RED” thereon , INCLUDING** proportionate share in the Common areas facilities and Easements more fully described in the **SCHEDULE “C”** hereto in common with the Co - Owners and/or occupiers of the Building **AND TOGETHER WITH** the proportionate share and/or benefit of the Plans relating to the said Unit **AND TOGETHER WITH** all rights appurtenant

thereto which are all hereunder as well as herein before collectively called the **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURtenant THEREto AND** the reversion or reversions, remainder or remainders and the rents, issues and profits of the said Unit and the right title properties and appurtenant attached thereto and other rights hereby conveyed **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor and Developer/Confirming Party into or upon said Unit and the right and properties therein comprised and hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **AND TOGETHER FURTHER WITH** all rights liberties and appurtenances whatsoever **TO AND UNTO** the Purchasers free from all encumbrances trusts liens lispendences and attachments whatsoever **AND TOGETHER FURTHER WITH AND SUBJECT TO** the easements or quasi-casements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the said Premises the land and the Building by the Purchasers and the Co- owners as mentioned in the **SCHEDULE "D"** hereto **TO HAVE AND TO HOLD** the said **Unit** and the rights and properties appurtenant thereto and all other benefits and rights hereby granted, sold conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever **SUBJECT TO** the covenants and the rules and regulations framed by the Flat Owners Committee/ Associations subsequently formed **AND ALSO SUBJECT TO** the Purchasers paying and discharging all taxes impositions and other common expenses relating to

the said premises proportionately and the said Unit and the right and properties appurtenant thereto wholly details whereof are fully mentioned in the **SCHEDULE “E”** hereto.

**II. THE VENDOR AND THE DEVELOPER/CONFIRMING PARTY DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:**

- i. **THAT** the interest which the Vendor and the Developer/Confirming Party do hereby profess to transfer subsists and that the Vendor and Developer/Confirming Party have the sole right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchasers the said Unit and the rights and properties appurtenant thereto **TOGETHER WITH** the benefits, rights and properties hereby sold and conveyed.
- ii. **AND THAT** the Vendor and Developer/Confirming Party shall at all times hereafter indemnify and keep indemnified , safe and harmless the Purchasers against all defect in title to the said Unit and the right title properties and appurtenant attached thereto and all the benefits rights and Properties hereby sold and losses damages, costs and expenses they may be obliged to incur by reason of any defect, flaw or deficiency in the title of the Vendor to the said Unit and rights and properties appurtenant thereto or any mistake or deficiency in the title of the Vendor on the extent description or other particulars or the said Unit and Rights And Properties Appurtenant Thereto,
- iii. **AND THAT** it shall be lawful for the Purchasers from time to time and at all time hereafter to enter into and upon and to use, hold and enjoy the said Unit and the rights and properties appurtenant thereto and all benefits,

rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof without any interruption disturbances claim or demand whatsoever from or by the Vendors or any person or persons claiming through under or in trust for the Vendors unless otherwise expressly mentioned herein AND freed and cleared from and against all manner of encumbrances trusts, liens and attachments whatsoever **SAVE** only those as are expressly contained herein.

- iv. **AND THAT** the Vendor and Developer/Confirming Party shall from time to time and at all times hereafter upon every request and at the costs of the Purchasers make, do acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better or more perfectly assuring the said Unit and the rights and properties appurtenant thereto **TOGETHER WITH** the benefits rights and properties hereby granted unto the Purchaser in the manner aforesaid.
- v. **AND THAT** the Vendor's predecessors in title, and/or the Association of the Flat owners of the Building shall unless prevented by fire or some other irresistible force from time to time and at all times hereafter upon reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to the Purchasers' attorneys or agents or before or at any trial, commission, examination, tribunal, board or authority for inspection or otherwise as occasion shall require the original Title Deeds of the said Premises which are presently in the possession of the Vendors or the Association of the Flat Owners and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other

copies or extracts there from as the Purchasers may require and shall in the meantime keep the same safe un obliterated and un-cancelled.

- vi. **AND THAT** the Vendor and Developer/Confirming Party shall not do anything or make any grant or term, whereby the rights of the Purchasers hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the right available to the Purchasers as Purchasers and as a Co-Owner hereunder.
- vii. **AND FURTHER THAT** the Vendor and the Developer/Confirming Party shall duly fulfill and perform all their obligations and covenants contained elsewhere herein.

**III. THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDOR AND CONFIRMING PARTY THAT** the Purchasers shall observe, fulfill and perform the rules , regulations and covenants and the rules and regulations framed by the Flat Owners Committee/ Associations subsequently formed and what has been mentioned in **SCHEDULE “F”** hereto and to regularly pay and discharge all taxes, impositions and all other outgoings on and in connection with the said Unit wholly and the Common Areas and/or the Building proportionately including the Common Expenses described in **SCHEDULE E**.

**IV PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.**

- i) **THAT** the said Unit in terms hereof has been constructed, completed and made tenantable and vacant possession thereof has been delivered by the Developer/Confirming party and received by the Purchaser.
- ii) **AND THAT** the Purchaser neither have nor shall claim from the Vendor

and/or the other Co-owners any right title or interest in any other part or portion of the land and/or the Building **SAVE** the said Unit being **ALL THAT flat being no A-1 in the First floor western side, measuring about 930 sq feet super built area and 744 sq feet built up area including cupboard, bath + privy and balcony and 584 sq feet carpet area excluding bath + privy and balcony and one covered car parking space having an area 135 sq feet under the building (which is part of the Developer's allocation) which is described in SCHEDULE B BELOW** (which is part of the Developer's allocation) at **Municipal premises no 33, Dr. Daudar Rahaman Road, now renumbered as 168 Charu Chandra Place East Kolkata 700033** within **The Kolkata Municipal Corporation (formally Tollygunge Municipality)** within **KMC Ward no 89, Police station previously Tollygunge, now Charu Market;** as mentioned in the **SCHEDULE B** hereunder written with common right and interest over the common passages, stairs, structure, drains, sewerage as mentioned in **SCHEDULE C** including all common facilities and proportionate share of land described in **SCHEDULE A** hereunder and Easements attached thereto described in **SCHEDULE D** and the right title properties and appurtenant attached thereto and the benefits rights and properties hereby sold and conveyed and the Vendors shall be entitled to deal with the same in any manner whatsoever and the Purchaser shall not be entitled to any claim from the Vendors or other Co-Owner thereof:

- iii) **AND THAT** the Purchasers neither is entitled to nor shall claim the partition of their undivided proportionate share in the land and Common Areas of the Building viz roof, staircases, lobbies, pumps, motors , lights ,

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etc.

**SCHEDULE "A" ABOVE REFERRED TO :**

**DESCRIPTION OF LAND**

**ALL THAT G+3/4 storied building named .....standing on** standing on piece or parcel of specifically demarcated 3cottahs 12 Chittacks and 30 sq feet land being portion of premises no 33, Dr. Daudar Rahaman Road, now renumbered as 168 Charu Chandra Place East Kolkata 700033 within The Kolkata Municipal Corporation (formally Tollygunge Municipality) within KMC Ward no 89, Police station previously Tollygunge, now Charu Market; part of Holding no 150 Pargana Panchanna Gram, Mouza Kankhulia, J.L. no 4, C.S. Dag no 99, C.S. Khatian no 493, Division IV, Sub-Division-'T', under Additional District Sub Registrar Alipore, District South 24 Parganas; **Assessee no 21-089-02-0148-9** butted and bounded as follows:

ON THE NORTH : KMC Road width 20 feet (Charu Chandra Place East)

ON THE SOUTH : Lake Youth Association;

ON THE EAST : 16' feet Road

ON THE WEST : premises no 166.Charu Chandra Place East;

**THE SCHEDULE "B'" ABOVE REFERRED TO**

**ALL THAT flat being no A-1 in the First floor western side, measuring about 930 sq feet super built area and 744 sq feet built up area including cup board, bath + privy and balcony and 584 sq feet carpet area excluding bath + privy and balcony and one covered car parking space having an area 135 sq feet under the building (which is part of the Developer's allocation) which is**

**described in SCHEDULE B BELOW at municipal premises no 33, Dr. Daudar Rahaman Road now known, together with common areas described in SCHEDULE C and common rights described in SCHEDULE D Marked with RED BORDBR in the Annexed Plan.**

**THE SCHEDULE "C" ABOVE REFERRED TO  
[DESCRIPTION OF COMMON AREAS AND FACILITIES]**

1. The Land on which the building is situated and ultimate roof and all side space in and around the building.
2. All appurtenances, easements, attached to the land and building.
3. The foundations, columns, girders, beams, support, main wall, lobbies, stair, stairways boundary wall, entrances and exits of the building.
4. All common passages to and from the building; security room.
5. Installation of Common Services.
6. Drains, pipes sewerage etc.
7. Water reservoirs – both used Ground and over head.
8. Water pipe lines from the Corporation's main underground reservoir and thereafter to the overhead tank and pipes from the overhead tank to the different flats.
9. Electric installation and electric wiring up to the different flats.
10. Pump motors for lifting water to the overhead tank
11. Lift – 5 Persons with requisite License.
12. CCTV.
13. Intercom connection.

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**THE SCHEDULE “D” ABOVE REFERRED TO :**

**COMMON RIGHTS**

The right of passage in common areas for entry and exit as aforesaid and of electricity water to and from and to the said unit through pipes drains wires and conducts lying or being in under through or over the land and building so far as may be reasonably necessary for the beneficial occupation of the said unit and for all purposes whatsoever connected therewith.

**THE SCHEDULE “E” ABOVE REFERRED**

**COMMON EXPENSES**

- 1) The expenses of maintaining repairing redecorating renewing the main structure and particularly the drainage system ram water discharge and arrangements water supply and arrangement for supply of electricity and all common areas mentioned in the Schedule hereto.
- 2) The cost of working and maintenance and repairing of pumps and common lights and service charge.
- 3) All expenses of common service and in connection with common areas and facilities.
- 4) Such other expenses as are necessary for or incidental to the maintenance and upkeep of the premises and of the common areas facilities and amenities.

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**IN WITNESS WHEREOF** all the parties hereto have set and subscribed in their signature and seals the day, month and year first above written.

Signed And Delivered

In presence of

1.

.....

Signature of the Vendor/ Owners

2.

Represented by Constituted Attorney

.....

Drafted by me and

Signature of the Developer.

Prepared in my office

**(SURJA PRASANNA BASU**

.....

Advocate (REG no WB 729/1985)

Signature of the Purchaser no-1.

Room no 5, Alipore Bar Association

.....

16 Judges Court Road, Kolkata 700 027.

Signature of the Purchaser no-2