

पश्चिम बंगाल WEST BENGAL

88AB 921874

DEED OF CONVEYANCE

THIS INDENTURE is made on this the day of January, Two Thousand Twenty Four (2024).

For Bashundhara [Signature] and Developer

[Signature]
Proprietor

BETWEEN

(1) **SMT. LEKHA GHOSH (PAN: DFPCG9910R) (AADHAAR No. 8961 9850 8559)** (Mobile No. 9830479591), wife of Late RenuPada Ghosh, by faith – Hindu, by occupation – House wife, residing at 21B, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata – 700003, (2) **SMT. RATNA ROY (PAN: AKDPR8777L) (AADHAAR No. 7278 7181 2174)** (Mobile No. 9830479591), wife of Sri Subhas Chandra Roy and daughter of Late RenuPada Ghosh and wife of, by faith – Hindu, by occupation – House wife, residing at 7, Monilal Chatterjee Lane, P.S>-Shibpur, Howrah-711103, (3) **SRI SOMNATH GHOSH (PAN: APPPG9221D) (AADHAAR No. 3574 6923 1221)** (Mobile No. 9432117616), son of Late Biswanath Ghosh, by faith – Hindu, by occupation – Service, residing at 21B, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata – 700003, (4) **SMT. MINAKSHI MITRA (PAN: EAIPM3933A) (AADHAAR No. 2996 5752 7860)** (Mobile No. 9051852820), daughter of Late Biswanath Ghosh, by faith – Hindu, by occupation – House wife, residing at 20/1/2, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata – 700003, (5) **SRI RABINDRANATH GHOSH (PAN: ADXPG1627K) (AADHAAR No. 3376 3452 0627)** (Mobile No. 9830365256), son of Late SailendraNath Ghosh, by faith – Hindu, by occupation – Retired person, residing at 21B, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata – 700003 **AND (6) SRI KALI PADA GHOSH (PAN: AJBPG5574F) (AADHAAR No. 6253 3302 3889)** (Mobile No. 9836663730), son of Late SailendraNath Ghosh, by faith – Hindu, by occupation – Service, residing at 21B, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata – 700003, hereinafter called the **OWNERS**, represented by their Constituted Attorney, **SRI SAGAR KHAN (PAN: EBZPK5105G)** (Aadhaar: 4567 1155 1254) (Mobile: 7980695770), Proprietor of M/s. Bashundhara Construction by virtue of Development Power of Attorney dated 30.05.2018 executed and registered in the office of the Additional Registrar of Assurances-...., Kolkata and recorded in Book No.-....., Volume No. ...-....., Pages fromto....., Being No., for the year 2022 (which term or 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 **ONE PART.**

AND

1) **SRI** (PAN:) (Aadhaar:), son of, by faith Hindu, by occupation- Service, by

For Bashundhara Construction and Developer



nationality-Indian, **(2) SMT.** (PAN:.....)
(Aadhaar:), wife of Sri, by faith Hindu, by
occupation- Housewife, by nationality-Indian and **3) SRI**
(PAN: E.....) (Aadhaar:), son of
..... Mitra, by faith Hindu, by occupation- Service, by
nationality-Indian, all are residing, Nivedita Lane, P.O.-
Baghbazar, P.S.-Shyampukur, Kolkata-700003 hereinafter called and
referred to as '**PURCHASERS**' (which term or expression shall unless
excluded by or repugnant to the context be deemed to mean and include
their heirs, executors, administrators, legal representatives and/or assigns)
of the **SECOND PART.**

AND

**M/S. BASHUNDHARA CONSTRUCTION & DEVELOPER (PAN:
EBZPK5105G)**, a proprietorship concern represented by its sole proprietor
SRI SAGAR KHAN (PAN: EBZPK5105G) (AADHAAR No. 4567 1155 1254)
(Mobile No. 7278246595), son of Sri Alok Kumar Khan, by faith-Hindu, by
nationality-Indian, by occupation-Business, having its office at 76,
Ramkanta Bose Street, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata-700003
and residing at 557, RabindraSarani, P.O.-Baghbazar, P.S. Shyampukur,
Kolkata-700003, hereinafter referred to and called as the "**DEVELOPER**"
(which term or expression shall unless excluded by or repugnant to the
context or subject be deemed to mean and include his heirs, successor-in-
office and assigns) of the **THIRD PART.**

WHEREAS Nirjala Ghosh, since deceased was absolute owner and seized and possessed of
and/or otherwise well and sufficiently entitled to ALL THAT two storied brick built dwelling
house together with land underneath measuring about of 2 (Two) Cottahs 8 (Eight) Chittacks
be the same a little more or less being premises No. 21B, Nivedita Lane, Police Station –
Shyampukur, Kolkata-700003.

For Bashundhara Construction and Developer

Sagar Khan

AND WHEREAS on 25.09.1979 the said Nirmala Ghosh died intestate and her husband, SailendraNath Ghosh, predeceased her who died intestate on 17.07.1976 leaving behind their four sons namely RenuPada Ghosh, Biswanath Ghosh, RabinderaNath Gosh and Kali Pada Ghosh as their legal heirs and successors who inherited the said property jointly in equal share according to Hindu Succession Act.

AND WHEREAS on 02.02.2002 the said RenuPada Ghosh died intestate leaving behind his wife Lekha Ghosh and one daughter Smt. Ratna Roy as his legal heirs and successors who jointly inherited the undivided share in said property equally according to Hindu Succession Act.

AND WHEREAS on 30.12.2020 the said Biswanath Ghosh died intestate and his wife Radha Ghosh predeceased him who died intestate on 31.01.2014 leaving behind their one son Sri Somnath Ghosh and one daughter MinakshiMitra as their legal heirs and successors who jointly inherited the undivided share in said property equally according to Hindu Succession Act.

AND WHEREAS thus in the manner aforesaid Lekha Ghosh, Smt. Ratna Roy, Sri Somnath Ghosh, Smt. Minakshi Mitra, Sri Rabindranath Ghosh and Sri Kalipada Ghosh have become joint owners of the said property being premises being No. 21B, Nivedita Lane, P.S.- Shyampukur, Kolkata-700003, morefully particularly described in the First Schedule written hereunder and all the aforesaid owners got their names mutated in the assessment record of the Kolkata Municipal Corporation as joint owners being Assessee No. 110072700090.

AND WHEREAS the Owners hereto are absolutely seized and possessed and/or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of land measuring an area of 2 (Two) Cottahs 8 (Eight) Chittacks be the same a little more or less together with a two storied dilapidated brick built dwelling house lying thereon being premises No. 21B, Nivedita Lane, P.S.- Shyampukur, Kolkata – 700003, under Ward No. 7 of Kolkata Municipal Corporation hereinafter referred to as the “**said premises**” morefully and particularly mentioned in the **First Schedule** hereunder written

AND WHEREAS the Owners are now desirous of developing the said premises by constructing thereupon a multi storied residential building on demolition of the existing dilapidated

For Beshundhara C. ... and Developer
Proprietor
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building in accordance with the sanctioned building plan to be approved by the Kolkata Municipal Corporation but due to financial stringency and/or paucity of time the owners are unable to start the construction of the said building as yet.

ANDWHEREAS the Developer is engaged in the business of developing and promoting and also sponsoring construction of building having its own financial resources to carry out any development scheme, including construction of building taking up all the related responsibility of preparation and sanction of plan for construction and engage engineers, masons and labours and also put in resources for building materials and supervise of completing the construction of the proposed building and to procure prospective owner for the flats, shops. Garages, apartments and other spaces to be built as per the building plan to be sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS with the intent to develop the said property and raise or construct Ground+ IV or more upper-storied new residential-cum-commercial building thereon at its own costs and expenses, mutual discussions caused between the Owner and the Developer herein the pursuant to such mutual discussions, the Owner and the Developer has agreed to develop the First Schedule property which is more precisely described herein below.

AND WHEREAS by a Development Agreement dated 9th day of August, 2021 made between the Owners herein and the Developer herein, the Developer with the consent of the Owner agreed to construct several self-contained flats/garages shops according to the sanctioned plan to be sanctioned by the Kolkata Municipal Corporation and as per the terms and conditions of the Development Agreement dated 9th day of August, 2021 and the said Development Agreement was duly registered with the office of Additional Registrar of Assurances-IV, Kolkata and recorded in its Book No. I, Volume No. 1904-2021 Pages from 337804 to 337845, being No. 06890, for the year 2021 and the said owners also executed a Development Power of Attorney dated 9th August and registered in the office of Additional Registrar of Assurances-IV, Kolkata and recorded in Book No. I, Volume No. 1904-2021, Pages from 339177 To 339211 being Deed No. 06910 for the year 2021.

For Bashundhara Construction and Developer



AND WHEREAS during construction work of the four storied building in the said premises according to the sanctioned plan vide Building Permit No. dated of the Kolkata Municipal Corporation Purchasers herein approached the Developer and expressed their willingness to purchase a self-contained independent residential flat on the Second floor in the said four storied building in the said premises from Developer's Allocation having super built up area of sq. ft. more or less, morefully mentioned in the SCHEDULE –“B” written hereunder.

AND WHEREAS the Developer agreed to sell to the Purchasers the said self contained independent residential flat on the _____ floor measuring about super built up area of ____ sq. ft more or less, morefully mentioned in the SCHEDULE –“B” written hereunder, together with all common areas and enjoyment and easement rights which is morefully described in the Third Schedule written hereunder together with proportionate undivided indivisible share of land described in SCHEDULE-“A” herein below at a consideration of Rs./- (Rupees) only which is free from all encumbrances.

DEFINITIONS:

In this indenture unless it be contrary or repugnant to the subject or context the words and expression shall mean:-

BUILDING: Shall mean the apartment ownership building already constructed in accordance with sanction plan at Premises No. **21B, Nivedita lane, P.S.-Shyampukur, Kolkata – 700003 under Ward No. 8 of the Kolkata Municipal Corporation.**

OWNER: Shall mean **1) SMT. LEKHA GHOSH (PAN: DFCPG9910R) (AADHAAR No. 8961 9850 8559) (Mobile No. 9830479591), wife of Late RenuPada Ghosh, by faith – Hindu, by occupation – House wife, residing at 21B, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata – 700003, (2) SMT. RATNA ROY (PAN: AKDPR8777L) (AADHAAR No. 7278 7181 2174) (Mobile No. 9830479591),**

For Bashundhara Construction and Developer



wife of Sri Subhas Chandra Roy and daughter of Late Renu Pada Ghosh and wife of, by faith – Hindu, by occupation – House wife, residing at 7, Monilal Chatterjee Lane, P.S>-Shibpur, Howrah-711103, (3)SRI SOMNATH GHOSH (PAN: APPPG9221D) (AADHAAR No. 3574 6923 1221) (Mobile No. 9432117616), son of Late Biswanath Ghosh, by faith – Hindu, by occupation – Service, residing at 21B, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata – 700003, (4)SMT. MINAKSHI MITRA (PAN: EAIPM3933A) (AADHAAR No. 2996 5752 7860) (Mobile No. 9051852820), daughter of Late Biswanath Ghosh, by faith – Hindu, by occupation – House wife, residing at 20/1/2, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata – 700003, (5)SRI RABINDRANATH GHOSH (PAN: ADXPG1627K) (AADHAAR No. 3376 3452 0627) (Mobile No. 9830365256), son of Late Sailendra Nath Ghosh, by faith – Hindu, by occupation – Retired person, residing at 21B, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata – 700003 AND (6) SRI KALI PADA GHOSH (PAN: AJBPG5574F) (AADHAAR No. 6253 3302 3889) (Mobile No. 9836663730), son of Late Sailendra Nath Ghosh, by faith – Hindu, by occupation – Service, residing at 21B, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata – 700003.

DEVELOPER/ VENDOR: shall mean **M/S. BASHUNDHARA CONSTRUCTION & DEVELOPER (PAN: EBZPK5105G)**, a proprietorship concern represented by its sole proprietor **SRI SAGAR KHAN (PAN: EBZPK5105G) (AADHAAR No. 4567 1155 1254)** (Mobile No. 7278246595), son of Sri Alok Kumar Khan, by faith-Hindu, by nationality-Indian, by occupation-Business, having its office at 76, Ramkanta Bose Street, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata-700003 and residing at 557, Rabindra Sarani, P.O.-Baghbazar, P.S. Shyampukur, Kolkata-700003.

LAND/ SAID PROPERTY: Shall mean the land comprised and situate at Premises No. 21B, Nivedita Lane, Police Station – Shyampukur, Ward No. 7, under Kolkata Municipal Corporation Kolkata – 700003, fully described in the Schedule “A” hereunder;

FLAT : Shall mean self contained independent residential flat on the FOURTH floor measuring about super built up area of sq. ft more or less, of the newly constructed fully described in the Schedule ‘B’ given below.

COMMON PARTS: Shall mean and include corridors, staircase, ultimateroof, passages, ways, ducts, and service areas i.e. pump space,

For Bashundhara Construction and Developer

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meter space and other facilities whatever required for ingress and egress from the respective flat and/or for management and/or for maintenance of the building.

COMMON PURPOSE: Shall mean and include the purpose of maintaining the said premises and building and in particular the common parts, meeting of the common expenses and matters relating to mutual rights and obligations of the purchasers and the common use and enjoyment thereof.

UNDIVIDED SHARE: Shall mean and undivided share or interest in the said property to be determined by the developer in their absolute discretion taking into account the total super built up area to complete in the said flat agreed to be built and constructed by the developer and the total constructed area in the said building.

COVERED AREA: Shall mean the carpet area of the flat together with outer and inner dimension of walls and half the depth of common walls and proportionate area of staircase and area of all verandahs and balconies.

ROOF: Shall mean the entire roof of the building and all co-owners shall have exclusive right of the roof.

OWNERSHIP: Shall mean the said flat built or constructed or erected in terms of the indenture shall always belong and/or vest in the purchasers/transferees subject to however the purchasers/transferees making payment of all the amounts payable by the purchasers/transferees to the Developer.

PURCHASERS: shall mean

2) SRI (PAN:) (Aadhaar:), son of, by faith Hindu, by occupation- Service, by nationality-Indian, **(2) SMT.** (PAN:.....) (Aadhaar:), wife of Sri, by faith Hindu, by occupation- Housewife, by nationality-Indian and **3) SRI** (PAN: E.....) (Aadhaar:), son of

For Bashundhara Construction and Developer


Proprietor

..... Mitra, by faith Hindu, by occupation- Service, by nationality-Indian, all are residing, Nivedita Lane, P.O.- Baghbazar, P.S.-Shyampukur, Kolkata-700003 hereinafter called and referred to as '**PURCHASERS**' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns)

TRANSFEROR: With its grammatical variation shall include the transfer by possession and by any other means adopted for effecting what is understood as a transfer of a flat in a building to the purchasers/transferee thereof.

TRANSFEREES: Shall mean the purchasers and/or any person or persons on whose behalf the said flat in the said building is being constructed.


ASSOCIATION: All costs and expenses for establishment and incorporation and registration of the Association for the whole complex, Proportionate expenses for the Association will be paid by the Purchaser/Purchasers including the costs of its formation, establishment and registration.

OPERATION: The expenses for day to day maintenance of the whole complex particular building and such expenses to be incurred by the Association will be borne by the unit/flat holders proportionate by including the salary of the staffs of the Association.

RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.

NOW THIS INDENTURE WITNESSETH as follows:-

1. In pursuance of the said Agreement and in consideration of the said sum of Rs./- (Rupees) only of good and lawful money of the Union of India in hand well and truly paid by the Purchaser to the Developer the receipt whereof the Developer doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and forever discharge the Purchasers and the undivided proportionate share in the land together with undivided proportionate share in common areas and facilities

For Bashundhara Construction and Developer


provided thereto hereby sold and intended to be sold to the Purchasers, the Owner and the Developer doth hereby sell, grant transfer convey assign and assure and deliver possession thereof unto the Purchasers **ALL THAT** one self contained independent residential flat on the _____ floor measuring about super built up area of _____ sq. ft more or less, of the newly constructed building lying and situated on land situated at Premises No. 21B, Nivedita Lane, Police Station – Shyampukur, Ward No 7, under Kolkata Municipal Corporation Kolkata – 700003 together with undivided proportionate share or interest in common area and facilities described in the Schedule “B” hereunder written and delineated and marked in the map or plan hereto annexed and thereon bordered in RED together with undivided proportionate share of and in the land underneath and below the said building comprised in the said premises and more particularly described in the Schedule “A” hereunder written together with undivided proportionate share or interest in common area and facilities described in the Schedule ‘C’ hereunder written **AND** also undivided proportionate share in the common areas and facilities of the building in common with the other occupiers of the said building for the purpose of beneficial use and enjoyment of the said flat including uninterrupted and free access to and from the main municipal road upto the said flat and more particularly described in the Schedule ‘B’ hereunder written;

ON HOWSOEVER OTHERWISE the said **ALL THAT** one self contained independent residential flat on the _____ floor measuring about super built up area of 720 sq. ft more or less, of the newly constructed building lying and situated on land measuring an area 2 (Two) Cottahs 8 (Eight) Chittacks be the same a little more or less at Premises No. 21B, Nivedita Lane, Police Station – Shyampukur, Ward No. 7, under Kolkata Municipal Corporation Kolkata – 700003 now are or is or at any time to times heretofore were or was situate butted bounded called known numbered described and distinguished **TOGETHER WITH** all boundary walls areas sewers drains paths passages water courses and all manner

For Bashundhara Construction and Developer



orancient and other lights rights liberties easements privileges advantages emoluments appendages and appurtenances whatsoever standing and being in or upon or belonging thereto or any part thereof or with which the same now are or is or any time or times heretofore were or was held used occupied enjoyed accepted reputed deemed taken or known as part parcel or member thereof or appurtenant thereto;

AND the reversion or reversioners remainder or remainders and the rent issues and profits of and in connection with the said flat;

AND all the estate right title interest claim use inheritance trust possession property or demand whatsoever of the Owners at law or in equity into and upon the said flat;

TO HAVE AND TO HOLD the said flat hereby sold granted, conveyed, transferred, assigned and assured and every part or parts thereof respectively unto the Purchasers absolutely and forever free from all encumbrances trusts liens and allotments whatsoever **SUBJECT NEVERTHELESS** to the easements or quasi easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat described in the Schedule 'E' hereunder written which shall be deemed to form a part of these presents and also subject to the Purchasers covenant contained in the Schedule 'F' hereunder written and also subject to the purchasers paying and discharging all taxes and impositions on the said flat wholly and the common expenses are more particularly described in the Schedule 'D' hereunder written proportionately and all other outgoings in connection with the and the said building proportionately. The Owners and Developer shall be duty bound to clear out all outgoings in respect of the said flat upto this day.

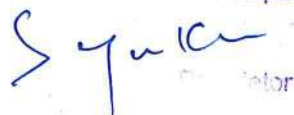
2. The Owners and the Developer doth hereby covenant with the Purchasers as follows:

For Bashundhara Construction and Developer



- a) That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the Owners to the contrary the Owners and Developer are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat hereby sold granted transferred conveyed assigned and assured as an absolute and indefeasible estates or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.
- b) That the Owners and Developer have good right full power and absolute and indefeasible authority to sell grant transfer and convey the said flat and every part thereof unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these presents.
- c) That it shall be lawful for the Purchasers at all times hereafter peaceable and quietly to enter into and hold occupy and enjoy the said flat and receive the rents issues and profits thereof without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Owners or Developer or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said flat from under through or in trust for the Owners or Developer and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Owners and Developer well and sufficiently saved defended kept harmless and indemnified of from and against all charges and encumbrances whatsoever made done executed or occasioned by the Owners and Developer.
- d) That the Owners and Developer and all persons having lawfully or equitably claiming any estate right title or interest whatsoever in the said flat from through under or in trust for the Owners and Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do make acknowledge and

For Bashundhara Construction and Developer



executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said flat hereby sold granted transferred conveyed assigned and assured and every part thereof unto and to the use of Purchasers as shall or may be reasonably required.

- e) The Owners and Developer shall be unless prevented by fire or some other irresistible force from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers produce or cause to be produced to the Purchasers or to his Attorneys or agents or before any court tribunal board authority or firm inspection or otherwise as occasion shall require the title deeds in connection with the premises and also shall at the like request and costs of the Purchaser and deliver to the Purchasers such attested or other copies of or extracts there from as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the said deeds and documents safe whole unobliterated and uncanceled.
- f) The Owners and Developer shall not do anything or make any grant or terms whereby the rights of the Purchasers hereunder may be prejudicially affected and shall do all acts as be necessary to endure the rights available to the purchasers as co-owners hereunder including the other co-owners and the Owner and Developer.
- g) The Owners and Developer shall duly fulfill and perform all their respective obligations and covenants elsewhere herein expressly contained.

3. The Purchasers doth hereby covenant with the Owners and Developer as follows:

(i) To observe fulfill and perform the covenants hereunder written including those for the common purposes described in the Schedule 'F' hereunder written and shall regularly pay and discharge all taxes and impositions in respect of the said flat wholly and the common expenses

For Bashundhara Construction and Developer


Proprietor

proportionately and all other outgoings in connection with the building proportionately.

4. PROVIDED ALWAYS and it is hereby expressly agreed and declared by and between the parties hereto as follows:

- i. The developer hereby declares & confirm that the developer has already applied for occupancy certificate in respect of Premises No. 76, Ramkanta Bose Street, P.O.-Bagbazar, P.S.-Shyampukur, Kolkata- 700003, as per the building rules of Kolkata Municipal Corporation. The developer further declares that if he does not produce the copy of occupancy certificate within 1 year from the date of execution of this Deed of Conveyance.
- ii. It is declared that the said flat hereof has been constructed and vacant possession whereof has been delivered by the Developer and received by the Purchasers as on this day along with execution of these presents.
- iii. The interest of the Purchasers in the said flat shall always remain impartible.
- iv. The roof and other common parts and areas in the said premises shall always remain common to all the owners of the building.

THE SCHEDULE-"A" ABOVE REFERRED TO

(SAID PREMISES)

ALL THAT three storied brick built dwelling house together with piece and parcel of land thereunto belonging and on part whereof the same is erected and built and containing by physical measurement 2 (Two) Cottahs 8 (Eight)Chittacks be the same a little more or less at Premises No. 21B, Nivedita Lane, Police Station – Shyampukur, Ward No. 7, under Kolkata Municipal Corporation Kolkata – 700003being Assessee No. which is butted and bounded by :-

For Eashundhara Construction and Developer


Promotor

ON THE NORTH: By Premises No. 21A, Nivedita Lane
ON THE EAST: By Nivedita Lane;
ON THE SOUTH: By Nivedita Lane;
By premises No.21C, Nivedita
ON THE WEST: Lane;

THE SCHEDULE –“B” ABOVE REFERRED TO

(SAID FLAT)

ALL THAT a residential flat on the ____ floor of the four storied building having **super built area of..... sq. ft.** be the same little more or less with marble flooring, comprising of together with undivided proportionate impartible share and interest in the land beneath the building together with right to use the common parts and portions and together with all easement rights in the aforesaid premises No. **21B, Nivedita lane, P.S.-Shyampukur, Kolkata – 700003 under Ward No. 7 of the Kolkata Municipal Corporation** fully mentioned in the Schedule “A”. There is no provision for lift in the building.

The said flat is delineated and marked with red border in the map or plan annexed hereto.

THE SCHEDULE “C” ABOVE REFERRED TO

(common areas and facilities)

For Bashundhara Construction and Developer


for

1. Electric meter, wiring and fittings and accessories for lighting of staircase, lobby common passage, pump room main gate entrance and water pump.
2. Drainage and rain water pipe, drains and sewerage in the building and from the building to the Municipality duct.
3. Water pump.
4. Staircase landing and lobbies.
5. Water pump, Water reservoir and water pipes save those inside any flat and other common plumbing installations.
6. Paths-passages and Courtyards.
7. Lateral, vertical overhead and underneath and supporting beams, columns rafters, plinth and fixtures in and upon the main road, bearing separating and common walls in the building including the said flat.
8. Ultimate roof of the building.

THE SCHEDULE "D" ABOVE REFERRED TO

(Common Expenses)

1. All costs of maintenance, operating, replacing, white washing, painting, re-building, reconstructing, decorating, re-decorating and lighting the common parts and the common portions including the outer walls of the building and boundary walls.
2. The salaries and other expenses for all persons employed for the common purpose.

For Bashundhara Construction and Developer



1.2 Upon the separation and/or mutation of the said Flat for the purpose of liabilities of Corporation rates and taxes and impositions the Purchasers shall pay wholly such tax or imposition in respect of the said flat.

1.3 Apart from the amount of such corporation rates taxes and impositions and Purchasers shall also bear and pay all other taxes and impositions including multi-storied building tax, urban land tax, water tax etc. in respect of the building proportionately and the said Flat wholly.

2. Management and maintenance of the Building:

2.1. The purchasers fulfilling their obligations and covenants hereunder all the co-owners shall form an Association which shall manage maintain and control the building and do all deeds and things as be necessary or expedient for the common purposes and the Purchasers shall pay to the Association a fixed amount of the actual costs of maintenance and management incurred by the Association. The said amount shall be subject to proportionate increase in case of increase in relevant price index over hose prevailing in. The Association shall maintain the accounts and submit the accounts for such maintenance and management as and when called for by the Purchasers.

2.2 All Co-owners or Association shall frame such rules, regulations and bye-laws from time to time for the common purpose and for quiet and peaceful enjoyment of the building but not inconsistent with the provisions contained herein the Purchasers shall observe and abide by the same and shall not do anything whereby the same may be violated.

3. User of the said Space and common parts and common portions:

3.1 The Purchasers shall do the following:

For Beshundhara Construction and Developer



- I. Keep at his own costs and expenses the common parts and common portions and the said flat and every parts thereof and all fixtures and fittings therein in good condition.
- II. Use the said Flat and all common parts and common portions carefully peaceably and quietly and in the manner reasonably indicated herein.
- III. Use the main entrance only for the purpose of egress and ingress and for no other purpose whatsoever.

3.2 While using the said flat or any part thereof or the common parts or the common portions the Purchasers shall not do any of the following acts deeds and things:

- I. Violate any of the rules and regulations laid down in respect of the user of the Building.
- II. Injure, harm or damage the common parts or the common portions or any other flat or space in the Housing Complex by making any alterations or withdrawing any support or otherwise.

3.3 The Purchasers shall not do the following :

- I. Alter any outer portion elevation or colour scheme of the building.
- II. Throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse in the common parts of the common parts or the common portions save at the places indicated thereof.
- III. Place or cause to be placed any article or subject in the common parts or the common portions as be permitted by the other co-owners.
- IV. Carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in the said flat or anywhere else in the building.
- V. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other flat or places in the building.



- VI.** Obstruct or object to the Owners and Developer transferring or granting rights to any person on the Housing Complex save the said flat and save as be inconsistent with the Purchasers' rights hereunder.
 - VII.** Keep or store any offensive combustible obnoxious hazardous or dangerous articles in the said space or the common parts or other common portions.
 - VIII.** Claim any right in or use any portion of the building (other than the said flat) save for ingress and egress to the said flat.
 - IX.** Keep any domestic animal or pets save in the manner permitted by the other co-owners and the Kolkata Municipal Corporation and other Authorities.
 - X.** Affix or draw any wires, cables, pipe etc. from and to or through any common parts or common portions or other spaces have in the manner as expressly mentioned herein or permitted by the Association.
 - XI.** Keep any heavy articles or things as are likely to damage the floor or operate any machine save that for usual domestic purpose.
 - XII.** To claim any right, ownership or any other right except the said flat and right to use the common parts and portions as described in the Schedule 'C' herein mentioned.
4. Payment and deposit towards taxes and impositions and common expenses

4.1 The payment and deposit shall be made by the Purchasers as mentioned herein of the Association leaving its bill for the same in the said flat and/or at the above address of the purchasers.

5. Miscellaneous:

5.1 It is clarified that whenever any amounts are expressly payable by the purchasers hereto the same shall wholly be payable by the purchasers in case the same relates only to the said flat, upon production of all necessary papers and documents to that extent and

For Bachundhara Association and Developer

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proportionately in case the same relates to the building unless otherwise specifically mentioned.

5.2 All charges for the electricity consumed in the said flat shall be borne and paid by the Purchasers.

5.3. The proportionate share of the Purchasers in various matters referred to herein shall be such as be determined by the Association and the purchasers shall be bound to accept the same notwithstanding there being minor variations there in for the same of convince.

IN WITNESS WHEREOF, the parties hereto have set and put their respective signatures and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

By the parties at Kolkata in the presence of

WITNESSES:

1.

OWNER

2.

PURCHASERS

Drafted and prepared by me

For Baskundhara
Officer and Developer



for

Advocate

MEMO OF CONSIDERATION

RECEIVED from the within mentioned **PURCHASERS** the within mentioned sum of Rs. /- (Rupees Lakhs) only as total consideration amount as per memo given below:

Date Cheque No/Online Transfer BankAmount

TOTALRs. /- (Rupees Lakhs) only

Witnesses :

1.

Signature of the Developer