DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the September, Two Thousand Twenty four (2024)

day of

<u>BETWEEN</u> SRI AMIT LAMBA (PAN-AAXPL3620Q, ADHAAR No. 5396 4561 **2596**, Mob. No.98310 25788), son of Late Baldev Singh Lamba, by faith -Hindu, by Occupation- Businessman, by Nationality- Indian, residing at 340 N.S.C. Bose Road, Naktala, Naktala Kolkata-700 047, West Bengal, hereinafter referred to and called as the **VENDOR** / PARTY OF THE ONE PART. (which expression or term shall unless excluded by or repugnant to the context or subject deem to mean and include his legal heirs, legal representatives, executors, administrators, nominees and/or assigns)

<u>AND</u>

1. ------ (PAN; ------ & AADHAAR: ------) by Occupation- -----, by Nationality- Indian residing at -----, P.O. -----P.S. -----, Kolkata- -----, _____ Parganas, hereinafter called or referred as the District; **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and their legal heirs, successors in interest, include legal representatives, executors, administrators of the office and/or assigns) the Party of the SECOND PART.

AND

LIVING SPACE (PAN-JGVPS8146D), a Sole Proprietorship Firm, having its registered office at 1/9A Dover lane, P.O.&P.S.- Gariahat, Kolkata 700 029, represented by its proprietor namely ANIKET SINGH(PAN: JGVPS8146D & AADHAAR: 4718 9943 6172), Son of Sanjay Singh, by Faith- Hindu, by Occupation- Business, by nationality - Indian, residing at: 549 N Block New Alipore, P.O. & P.S. New Alipore, Kolkata 700 053, District: South-24 Parganas, here-in-after called or referred as The DEVELOPER / BUILDER and/or CONFIRMING PARTY (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean & include its legal heirs, successors-in-interest, legal-Representatives, Executors, Administrators of the office and/or assigns) the Party of the THIRD PART.

WHEREAS:

A. One Hiralal Chatterjee of 18, Kali Mohan Banerjee Lane, Bhowanipore, Calcutta was the sole and absolute owner of all that the piece or parcel of land measuring about 3 Cottahs together with a multi storied brick built residential building standing thereon lying situate at and being Premises no. 130/1/1, Bakul Bagan Road, Kolkata 700025 within the jurisdiction of the Calcutta Municipal Corporation under Police Station Bhowanipore, 24 Parganas now South 24 Parganas. I(hereinafter referred to as the said land along with other movable and immovable properties.

B. Eventually said Hiralal Chatterjee died intestate on 7th April 1938 and subsequently the estate of said Hiralal Chatterjee including the said land was partitioned amongst his legal heirs and successors vide a Partition Deed dated 6th December 1943 registered with the office of the District Sub Registrar at Alipore and recorded in Book No. I, Volume No. 93 Pages 127 to 153 being No. 4961 for the year 1943, hereinafter referred to as the said Partition Deed.

C. In terms of the said Partition Deed the said land was partitioned and divided and demarcated in the following manner:

Premises No.	Area	Demarcated Portion	Area
130 /1/1, Bakul Bagan Road	3 Cottahs	Front Portion	1 Cottah 1Chittack
		Rear Portion	1Cottah 12 Chittack
		Common Passage	3 Chittack

D. By virtue of the said Partition Deed dated 6th December 1943, Gananath Chatterjee, son of late Hiralal Chatterjee became the sole and absolute owner of the said Rear Portion of the Premises No. 130/1/1, Bakul Bagan Road, being All that the piece or parcel of land measuring 1 Cottah 12 Chittacks together with a multi storied brick built residential building standing thereon lying situate at and being and part of Premises no. 130/1/1 Bakul Bagan Road, Kolkata 700025 within the jurisdiction of the Kolkata Municipal Corporation under Police Station Bhowanipore, 24 Parganas now South 24 Parganas.

E. Eventually said Rear Portion of the Premises no. 130/1/1 Bakul Bagan Road having an area of 1 Cottah 12 Chittacks together with the multi storied brick built residential buildings standing thereon together with the common passage measuring about 3 Chittacks was assessed and numbered as 130/1/1B, Bakul Bagan Road and 130/1/1C, Bakul Bagan Road having area of 12 Chittack and 1 Cottah respectively in the books and records of the Calcutta Municipal Corporation.

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F. Thus, said Gananath Chatterjee became the sole and absolute owner of All that the piece or parcel of land measuring about 1 Cottah together with a four storied brick built residential building standing thereon, having built up area measuring about 2000 sq. ft. (500 sq. ft. on each floor) lying situate at and being Premises no. 130/1/1C, Bakul Bagan Road, now known as 130/1/1C, Raj Sekhar Bose Sarani, Kolkata 700025, TOGETHER WITH a 3 feet wide and 45 feet long private passage altogether measuring about 3 Chittack on the southern side of the property, which leads to the western side connecting the Premises no. 130/1/1C Bakul Bagan Road, now known as 130/1/1C, Raj Sekhar Bose Sarani with the main Road share in common only with the Premises No. 130/1/1B, Bakul Bagan Road, now known as 30/1/1B, Bakul Bagan Road, Kolkata 700025 having land measuring about 12 Chitack together with a residential building standing thereon and brother of said Gananath Chatterjee, Sambhunath Chatterjee by virtue of the said partition became owner of the Premises No. 130/1/1A, Bakul Bagan Road, now known as 130/1/1A, Raj Sekhar Bose Sarani, Kolkata 700025, having land measuring about 1 Cottah 1 chittack together with a brick built residential building standing thereon which is hereinafter referred to as the said Property Three and more fully described in the Part III of the Schedule hereinafter written.

G. While exclusively seized and possessed of and/or otherwise well and sufficiently entitled to, said Gananath Chatterjee by a Deed of Trust dated 5th December 1978 registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 212, Pages 58 to 66, beingno. 5574 for the year 1978, settle the said Property in favour of a Trust created by him appointing himself, his wife Benu Chatterjee, his only son, Pradip Chatterjee and his only daughter, Tapasi Chatterjee as the Trustees of the said Trust with the terms and conditions fully mentioned therein hereinafter referred to as the said Deed of Trust.

H. While being the trustee of the above mentioned Trust said Gananath Chatterjee died intestate on 30.03.1989 leaving behind him surviving his wife said Benu Chatterjee, his only son, Pradip Chatterjee and only daughter Tapasi Chatterjee as his only legal heirs and successors to his estate.

I. Subsequently while being the trustee of the above mentioned Trust said Benu Chatterjee died intestate on 15.06.2010 leaving behind her surviving her only son Pradip Chatterjee and her only daughter, Tapasi Chatterjee as her only legal heirs and successors to her estate.

J. Simultaneously with the death of the said trustee, Benu Chatterjee, the said Trust got dissolved and ceased to exist as per

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the terms of the said Deed of Trust and further as per the terms of the said Deed of Trust, said Tapasi Chatterjee became the sole and absolute owner of the said Property at premises No. 130/1/10, Raj Sekhar Bose Sarani, Kolkata 700025 and said Pradip Chatterjee became absolute owner of 130/1/1B, Raj Sekhar Bose Sarani, Kolkata 700025 and thus being absolutely seized and possessed of the same mutated their name in the books and records of the Kolkata Municipal Corporation and paying taxes regularly.

K. Said Tapasi Chatterjee being in possession of the said Property 130/1/1C, Raj Sekhar Bose Sarani, Kolkata 700025, and having a good marketable title therein free from all encumbrances and liabilities whatsoever, without any disturbance obstruction claim or objection whatsoever from any person or persons, and being in urgent need of money, offered to sell transfer convey assign and assure the said Property to the Party of the First Part as the Purchaser and relying on the representations of said Tapasi Chatterjee, the Party of the First Part / the Vendor herein agreed to purchase and acquire the same absolutely and forever free from all encumbrances mortgages charges liens lispendens cases vesting attachments trust uses debutters tenancies leases occupancy rights restrictions restrictive covenants acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and with Khas peaceful vacant possession of the said Property for the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto.

L. By dint of the Deed of Conveyance dated 28th September 2022 registered before the District Sub Registrar II, Alipore, South 24 Parganas recorded in Book No.I, Volume No. 1602-2022 Pages from 508601 to 508630 being No. 160213533 for the year 2022, said Tapasi Chatterjee alias Tapashi Chatterjee alias Tapasi Chatterjee sold conveyed and transferred All that the said property fully described in the Part I of the Schedule hereinafter written to the Party of the First Part as the Purchaser for valuable consideration.

M. Likewise, in terms of the aforesaid Deed of Partition dated 6th December, 1943, said Gananath Chatterjee, son of late Hiralal Chatterjee, became the sole and absolute owner of All that the piece or parcel of land measuring about 12 Chittacks however physically measuring about 13 chittack more or less together with a four storied brick built residential building with cemented floor standing thereon, measuring about 1500 sq. ft. (375 sq. ft. on each floor) lying situate at and being Premises no. 130/1/1B, Bakul Bagan Road, now known as 130/1/1B, Raj Sekhar Bose Sarani, Kolkata 700 025 having Assessee No. 11-072-34-0129-0 within the limits of Ward No. 72 of the Kolkata Municipal Corporation under Police Station Bhowanipore, 24 Parganas now South 24 Parganas, TOGETHER

WITH a 3 feet and 45 feet long private passage altogether measuring about 3 Chittacks on the southern side of the Property, which leads to the western side connecting the Premises No. 130/1/1B Bakul Bagan Road, now known as 130/1/1B Raj Sekhar Bose Sarani, with Bakul Bagan Road now known as Raj Sekhar Bose Sarani, shared in common only with Premises no. 130/1/1C, Bakul Bagan Road, now known as 130/1/1C, Raj Sekhar Bose Sarani, Kolkata 700 025, and Premises no. 130/1/1A, Bakul Bagan Road, now known as 130/1/1A, Raj Sekhar Bose Sarani, Kolkata 700 025, hereinafter referred to as the said Property-Two and more fully and particularly

described in the Part II of the Schedule hereinafter written. As aforesaid, sald Gananath Chatterjee created a registered Deed of Trust dated 5th December 1978 and upon his demise as well as after demise of the then Trustee thereof, namely Benu Chatterjee, the Trust having got dissolved, the right title and interest in respect of the said Property- One devolved upon his then surviving legal heirs, said Tapashi Chatterjee and Pradip Chatterjee in terms of the Trust Deed, became the sole and absolute owner in respect of the said Property - Two.

N. Said Pradip Chatterjee being in urgent need of money and having offered to dispose off the said Property-Two to intending purchaser and the Vendor herein as the Purchaser having offered to purchase as such for valuable consideration, he sold conveyed and transferred all his right title and interest in respect of the said Property Two, as set out in the Part II of the Schedule hereinafter contained unto and in favour of the Party of the First Part Vendor herein as the Purchaser by dint of a registered Deed of Sale dated 28th September 2022. The said Deed of Conveyance was registered in the office of District Sub Registrar II, at Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1602-2022 Pages from 581667 to 581697 Being No.160215960 for the year 2022.

O. Similarly, by virtue of the said Partition Deed dated 6th December, 1943, Sambhunath Chatterjee, son of late Hiralal Chatterjee became the sole and absolute owner of the said Front Portion of the Premises no. 130/1/1, Bakul Bagan Road being All that the piece or parcel of land measuring about 1 Cottah 1 Chittack however physically measuring about 1 Cottah 2 Chittack more or less together with a dilapidated Four storied brick built residential building standing thereon having a built up area measuring about 2000 sq. ft. (500 sq. ft. on each floor), lying situate at and being Premises no. 130/1/1A, Bakul Bagan Road, Kolkata 700025, now known as 130/1/1A, Raj Sekhar Bose Sarani, Kolkata 700025, within the jurisdiction of the Kolkata Municipal Corporation under Police Station Bhowanipore, 24 Parganas now South 24 Parganas, AND together with the common passage measuring 3 Chittacks and45 sq.ft. long private passage altogether measuring 3 Chittacks

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on the southern side of the property, which leads to the western side and connected with Bakul Bagan Road, now known as Raj Sekhar Bose Sarani and share in common only with Premises No. 130/1/1B, Bakul Bagan Road, now 130/1/1B, Raj Sekhar Bose Sarani, Kolkata 700025 and Premises No. 130/1/1C, Bakul Bagan Road, now known as 130/1/1C, Raj Sekhar Bose Sarani, Kolkata 700025 and assessed and numbered as 130/1/1A, Bakul Bagan Road, now 130/1/1A, Raj Sekhar Bose Sarani, in the records and books of the Kolkata Municipal Corporation, Ward No. 72, being Assessee No. 11-072-34-0128-8. The aforesaid property is hereinafter referred to as the said Property Three and more fully and particularly described in the Part III of the Schedule hereunder written.

P. Said Sambhunath Chatterjee died on 02.10.1981 leaving behind him surviving his wife, Sati Rani Chatterjee, one son, Subir Chatterjee and one daughter, Bandana Mukherjee, as his only legal heirs and successors to this estate. Said Sati Rani Chatterjee being jointly seized and possessed of the said Property-Three, having onethird undivided share therein transferred her said undivided share unto and in favour of her daughter, Bandana Mukherjee by dint of a Gift Deed dated 25.05.1984 registered in the office of District Sub Registrar, Alipore and recorded in Book No. 1, Volume No. 33, Pages 230 to 235 being No. 6831 for the year 1984.

Thereafter, by virtue of a Partition Deed dated 6th June, 1986 executed between the then joint owners of the said Property - Three namely Subir Chatterjee and Bandana Mukherjee registered in the office of Additional District Sub Registrar, Alipore and recorded in Book No. I, Volume no. 22, Pages 359 to 370 being no. 1589 for the year 1986, said Bandana Mukherjee became the sole and absolute owner of the said Property Three for the consideration and on the terms and conditions mentioned therein. Thus, by virtue of the above referred Gift Deed dated 25.05.1984 and the said Partition Deed dated 06.06.1986, said Bandana Mukherjee became the sole and absolute owner of the said Property - Three.

Q. Said Bandana Mukherjee having become the sole and absolute owner in respect of the said Property - Three and seized and possessed of and/or otherwise well and sufficiently entitled thereto as well as being in possession thereof without any disturbance obstruction claim or objection whatsoever from any person or persons and expressed her intention to sell and transfer the same for value being in urgent need of money, sold conveyed and transferred the same unto and in favour of the Party of the First Part, being the vendor herein as the Purchaser therein for valuable consideration by a registered Deed of Conveyance dated 28th September 2022, registered before the office of the District Sub Registrar II, Alipore, 24 Parganas South being recorded in Book No. I, Volume No. 1602-2022 Pages-521 793 to 521826 Deed No. 160213972 for the year 2022 and on the terms and conditions as stipulated therein.

R. In the manner aforesaid, the Vendor herein became the sole and absolute owner in respect of three properties being said Property -One, Property - Two and Property - Three as set out in the Part I, II and III respectively in the First Schedule hereinafter contained, and the said three tenements are amalgamated into one tenement and collectively hereinafter called and referred as the said Entire Property which is morefully mentioned in the second schedule hereunder.

S. After amalgamation as mentioned above, the said entire land with structure became into a single premises being No. 130/1/1A, Raj Sekhar Bose Sarani and also obtained a single KMC Assessee No. being 11-072-340128-8 and the Vendor herein upon application and payment of the of the requisite fees obtained a sanction plan being Building Plan No. 20203080030 dated 22.06.2023 which is valid up to 21.06.2028. After obtaining the said sanction plan, the Vendor demolished major portion of the structure standing thereon and at present there is only ab0out 200 sq. feet structure standing thereon. together with all right of easements, facilities and amenities annexed thereto, which has been specifically mentioned in the **SCHEDULE** hereunder and hereinafter referred to as the "**Said Property**".

AND WHEREAS prior to the development of the Land in the form of new Building, the Party of the First Part have declared confirmed and assured that they are the lawful absolute Owners of the aforesaid land described hereunder Schedule-A which is free from all encumbrances and entered into a Registered Deed of Development with the Third Part herein, which deed of development was registered at the office of the D.S.R.IV- Alipore, vide Book No- I, Volume No- 1604-2023, Pages from 341604 to 341642, Being No-160411182 for the year 2023 and a Registered Development Power of Attorney which is also registered at the office of the D.S.R.IV-Alipore, vide Book No- I, Volume No- 1604-2023, Pages from 341662 to 341679, Being No- 160411190 for the year 2023 and by which the Developers' Firm has got lawful right to sell or dispose of all its allocated portions more fully reflected in Development Agreement.

AND WHEREAS after registration of said Development Agreement and Development Power of Attorney, the said Developer Firm, herein the Third Part by proper persuasion duly obtained Building Plan Vide Plan 2023080030, dated: 22/06/2023, sanctioned by the Concerned Authority of Kolkata Municipal Corporation in respect of the said areas of land mentioned hereunder the SCHEDULE-A and in accordance with the said Building Plan, the Developer caused to start construction of the G+III Storied Building and the Developer's Firm are desirous to sell some Flats out of the Developers' Allocation in the form of residential Flat and others owing to earn some money in the matter of early completion of the Building.

AND WHEREAS the Developer/Confirming Party caused to construct of said Building and going to be completed within a short period up to habitable condition and said Building shall be named as per choice of the Developer which shall reflected in the Deed of conveyance henceforth shall be executed and as per Development Agreement, the Developer shall hand over the Land Owner's allocated portion in the said new Building and now Developer is in urgent need of cash as such it has declared to make Agreement with different buyers in the form of several Flats, Go-down and Car Parking spaces out of Developer's Allocated portion as per Building Plan.

AND WHEREAS the Vendor/Developer is in need of cash and duly has offered to the intending Purchaser/s for selling this **RESIDENTIAL FLAT** out of Developer's Allocated portions as per this Agreement ALL THAT Residential Flat bearing Flat No. ---measuring ------ Sq ft. carpet area more or less, on the ------- Floor, at the ----- Facing consisting in ----- Bed Rooms, ----- Kitchen cum Dining, ----- Toilets, and ------Balcony comprised of the G+III storied Building Together-with undivided proportionate share or interest of land lying and situated at 130/1/1A, Raj Sekhar Bose Sarani, in the records and books of the Kolkata Municipal Corporation, Ward No. 72, being Assessee No. 110723401288, at or for a full Consideration of Rs. -----/- (----------) Only Together- with all amenities, facilities on the common areas, passages, staircases etc. The Purchaser has agreed to purchase and the Developer has agreed to sell **SAID FLAT** out of Developer's Allocation to the **SECOND PART** herein, more fully and particularly described in Schedule-B hereunder written, and said land more fully mentioned in Schedule-A which is free from all charges, attachments, liens, encumbrances, lispendences whatsoever on the terms and conditions, stipulated as contained hereunder.

AND WHEREAS the Purchasers have gone through all the documents in respect of the **SAID FLAT** and more over as per declaration of the Vendor mentioned in the earlier Para, the Purchasers have been fully satisfied with the marketable right, title, interest and possession of the Owner/Vendor and lawful right, Power and authority of the **DEVELOPER**, being satisfied in all respects, **PURCHASERS** have finally herein agreed to enter into a written Agreement For Sale to purchase ALL THAT One residential Flat bearing Flat No. ----measuring ------Sq ft. carpet area more

or less, on the ------ Floor, at the ------ Facing consisting in ----------- Bed Rooms, One Kitchen cum Dining, ----- Toilet, and -------- Balcony comprised of the G+III storied Building, more fully mentioned in the Schedule-B and the Purchasers on or before the execution of this Deed of Conveyance has paid Rs. ------/-(Rupees ------) Only as the full consideration money and the Vendor / Developer has received the same and confirmed or settled to sell the said Flat which the Attorney on behalf of the Land Owner also agreed more fully and particularly described in SCHEDULE-B hereunder written, free from all encumbrances, charges, attachments, liens, whatsoever on the terms and conditions hereunder enumerated :-

<u>NOW THIS AGREEMENT FOR SALE WITNESS AND AGREED AS</u> FOLLOWS:

- 1. The Vendor/Developer agrees to sell and the Purchasers agree to purchase ALL THAT Residential Flat bearing Flat No. ---- measuring ----- Sq.Ft. carpet area more or less, on the ------Floor, at the ------ Facing consisting in ------ Bed Rooms, One Kitchen cum Dining, ------ Toilet, One W.C, and ------ Balcony comprised of the G+III storied Building, at or for a full Consideration of Rs. -----) Only and the PURCHASERS, the Party of the SECOND PART herein has paid Rs. -----) Only as full Consideration value and the said Vendor/Developer has gladly accepted the said money with true intent to sell or dispose of finally unto or in favor of the Purchasers and the Purchasers have made known to the Vendor that the remaining payment shall be made in manner hereunder described but due to some unavoidable circumstances may be delayed which are clearly known to Vendors, herein.
- 2. That, the Vendor/Developer shall be fully responsible and lawfully bound to make good and unencumbered condition of the said Flat more fully mentioned hereunder Schedule-B and constructed on the property under Schedule-A and the Purchasers herein shall pay the following amounts out of the total consideration as follows:-
- 3. That, the Vendor/Developer has already delivered or to be delivered all paper documents needful and all the photocopies of all relevant documents including possession letter of the Vendor in respect of the said Flat to Purchasers and make good and marketable title of the Vendor/Developer in respect of said Flat & subsequently **<u>PURCHASERS</u>** have finally agreed to purchase said Flat.
- 4. The Vendor/Developer of the aforesaid or below Schedule-B Flat shall hand over the lock and key at the time of giving physical vacant

possession or registration whichever is earlier, subject to payment of full consideration and give registration of the said Flat in the name of Purchasers where the Vendor shall be bound to execute the said Sale Deed and appear before the concerned registration Authority as and when asked by the Purchasers on or before stipulated time as per mode of payment.

- 5. The Vendor/Developer shall pay all moneys dues in respect of the rent, taxes, maintenance charges and others whatsoever as applicable till the date of giving physical possession or registration of the said Flat and subsequently hand over the possession letter to the Purchasers.
- 6. The Vendor/Developer, the First Part covenants and agrees that any miss-representation and hindrance are made by the Vendor, he will be lawfully bound and compensate the Purchasers for such acts and things which is the most essence of this Agreement and further Vendor does hereby declare and undertake that he has not here-to-fore made any Agreement or executed and registered any Deed of Conveyance or any other deeds with or in favour of the other intending Purchaser/s or any Third Party and shall not make any Agreement or any deed of Transfer after execution of this Agreement dated mentioned above.
- 7. The Vendors, the First Part further assure, confirm, declare and ratify that he has not transferred or shall not transfer or sell the aforesaid Flat to any other Party and here-to-fore have not made any oral or written agreement for Sale/Mortgage/Lease and any nature with any other Party/ person/ Firm/ Institution/company or others whomsoever and shall not make any oral and written Agreement of any nature with any other Party/ Parties as aforesaid so that the aforesaid below Schedule-B Flat may be encumbered.
- 8. That, under the strength or benefit of this Agreement, the Purchasers shall not occupy and enjoy the said Flat and cannot let, sublet the same and also shall not assign the same to other purchaser/s if wanted to assign, they will have to negotiate the same with the VENDORS.
- 9. That, the costs of registration, searching and expenses of stamp duty and other incidental and Advocate charges of the Deed of Conveyance shall be paid by the purchasers.

JURISDICTION: Appropriate jurisdiction Court and High Court (Cal) shall have every power to pass any order against all disputes, action between the parties herein on the Schedule-A and Schedule-B property.

The **<u>VENDORS</u>** / **<u>DEVELOPER</u>** AND <u>THE</u> <u>PURCHASERS</u> has read this Agreement for sale and have been satisfied in all respects and put each respective signature gladly.</u>

FIRST SCHEDULE AS ABOVE REFERRED TO

ALL THAT the piece or parcel of land measuring about 3 Cottah 00 Chittack 00 Sq.ft. at Premises no. 130/1/1A Bakul Bagan Road, Kolkata 700025, now known as 130/1/1A, Raj Sekhar Bose Sarani, Kolkata 700025 together with an old and dilapidated structure standing thereon measuring about 200 sq. feet., bearing KMC Assessee No. being 110723401288 within Police Station:-Bhawanipore Ward No 72 of the KMC, District South 24 Parganas, butted and bounded as follows:-

On the North- By premises No. 130/1, Raj Sekhar Bose Sarani, **On the East**- Partly By premises No. 130/2, Raj Sekhar Bose Sarani and Partly By premises No.2A, Raj Sekhar Bose Sarani, **On the South** - By premises No.1, Raj Sekhar Bose Sarani, **On the West**- By 12.192m (40 feet) wide K.M.C.Road,

SECOND SCHEDULE AS ABOVE REFERRED TO

ALL THAT One Residential Flat bearing Flat No. ---measuring ------ sq.Ft.. carpet area more or less, on the ------- Floor, at the ----- Facing consisting in ----- Bed Rooms, ----- Kitchen cum Dining, ------ Toilet, and ------Balcony comprised of the G+III storied Building with Lift Facility Together-with undivided proportionate share of land beneath of the said Building, lying and situated on the land here-in-above described in SCHEDULE-A being under Premises no. 130/1/1A Bakul Bagan Road, Kolkata 700025, now known as 130/1/1A, Raj Sekhar Bose Sarani, Kolkata 700025, bearing KMC Assessee No. being 110723401288 within Police Station:- Bhawanipore Ward No ALIPORE 72 of the KMC, District South 24 Parganas Together-with undivided proportionate share or interest of the land described in the SCHEDULE-A and the Said Flat along-with all Common rights, common areas, Common facilities, all connections like water, Electricity & others whatsoever including all easements rights of the adjacent road and others usufructs as aforesaid subject to stipulation, restriction and also subject to payment of Common expenses as per prevailing law or its time to time amendment is the subject matter of Property under this Agreement for Sale.

The Flat & Car parking is specifically shown in the sketch Map with "*RED*" border annexed to this Deed and the said Map should be treated as part of this Deed.

<u>SCHEDULE-C ABOVE REFERRED TO</u> (COMMON AREAS)

- 1. Stair case on the entire floor and the extreme roof.
- 2. Common passage and lobby on the ground floor.
- 3. Lift, Water pump, water tank, Water pipes, common Electricity, Electric Meter, Meter room, Pump Room, path ways and common plumbing installations and others deemed as common.
- 4. Drainage and Sewers.
- 5. Boundary walls and main gates and other gates.
- 6. Such other common part/areas. Equipment installation fixtures for passage to usual user and occupancy of the unit common and as are specified expressly to be.
- 7. The extreme-roof should be treated as common areas to all the purchasers / occupiers of the flats in the said premises.

<u>SCHEDULE-D ABOVE REFERRED TO</u> (COMMON EXPENSES)

- 1. All costs of maintenance, operations replacing. Whitewashing painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and also the outer walls of the building.
- 2. The salaries of all people employed for same purposes.
- 3. Insurance premium for insuring the building against earthquake fires, lighting, mob damage, civil commotion etc.
- 4. All charges and damage for occupiers for common utilities.
- 5. Municipal taxes assessed on the respective units.
- 6. Cost and charges of establishments for maintenance of the land building and watch and ward staff.
- 7. The office expenses and outgoing as are deemed by the Flat owners association to be necessary or incidental for the regulating interest right of the purchasers and all the common expenses shall be determined by the Owners' Association

<u>IN WITNESS WHEREOF</u> the **<u>PARTIES</u>** hereto have set and subscribed their respective hands and seals on the day month and year first above written.

$\underline{\textbf{SIGNED SEALED}}$ & $\underline{\textbf{DELIVERED}}$ by the

<u>PARTIES</u> at Kolkata in the Presence of :-<u>**WITNESSES**</u> :-

1.

Signature of the **OWNER/ VENDOR**

2.

Signature of the **DEVELOPER**

Signature of the **<u>PURCHASER</u>**

<u>Drafted by me</u>:-

Advocate <u>Alipore Judges' Court, Kolkata-700 027</u>.

MEMORANDUM OF CONSIDERATION

<u>RECEIVED</u> a sum of Rs.----- only from the above named <u>**PURCHASERS**</u> as total consideration money in respect of the Deed of Sale of said property mentioned in the <u>**SCHEDULE**</u> hereinabove.

Details of the Consideration	Amount Rs)
Total	Rs.

(Rupees <u>WITNESSES</u> :-1.) only

Signature of the **DEVELOPER**

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