

DEED OF CONVEYANCE

THIS INDENTURE OF SALE made this the day of , Two
Thousand and **Twenty** (.....)

BETWEEN

SHRI SUNIL KUMAR DAS (PAN: ACLPD2920P), son of Late Nanda Gopal Das, by faith Hindu, by Occupation-Business, by Nationality and Citizenship-Indian, residing at B/31, New Garia Co-operative Housing Society, P.O. Panchasayar, Kolkata- 700094, P.S. Purba Jadavpur (now Panchasayar), District- South 24 Parganas, West Bengal, hereinafter called and referred to as the "**OWNER**" (which term and/or expression shall unless excluded by or repugnant to the subject and/or context be deemed to mean and include his legal heirs, successors, executors, administrators, legal representatives and/or assigns etc.) of the **FIRST PART**.

AND

"DAS ENTERPRISE", a Proprietorship Concern having its office at 1693, Srinagar, P.O. Panchasayar, Kolkata- 700094, Police Station Narendrapur (previously Sonarpur), District- South 24 Parganas, West Bengal, represented by its **Sole Proprietor**, named, **SMT. MOUSUMI DAS** (PAN: AGYPD4360J), daughter of Suddhanya Dutta and wife of Shri Sunil Kumar Das, by faith Hindu, by Occupation Business, by Nationality and Citizenship -Indian, residing at B/31, New Garia Co-operative Housing Society, P.O. Panchasayar, Kolkata 700094, P.S. Purba Jadavpur (now Panchasayar), District- South 24 Parganas, West Bengal, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject and/or context be deemed to mean and include her heirs, executors, administrators, successors, legal representatives and/or permitted assigns and/or permitted nominee or nominees etc.) of the **"SECOND PART"**.

Das Enterprise
Mousumi Das
Proprietor

AND

..... hereinafter jointly called and referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and/or assigns) of the **THIRD PART**;

WHEREAS: The "**OWNER**" of the "**FIRST PART**" herein is the sole and absolute Owner of **ALL THAT** piece and parcel of Rayot Dakholi Swatto Bishisto Bastu Land, in total measuring more or less **7 (Seven) Cottahs 14 (Fourteen) Chittaks 36 (Thirty Six) Sq. Ft. i.e. more or less 13 Decimals** [5 (Five) Cottahs 8 (Eight) Chittaks i.e. 9 (Nine) Decimals + 2 (Two) Cottahs 6 (Six) Chittaks 36 (Thirty Six) Sq. Ft. i.e. 4 (Four) Decimals], **ALONGWITH** Tiles Shed Structure standing thereon, measuring 200 Sq. Ft. in Pargana- Medanmalla, Mouza-Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian No. 28, L.R. Dag No. 56, L.R. Khatian No. 3870, Municipal Holding No. 1693, Sreenagar, Kolkata- 700094 under Ward No. 1 of the Rajpur-Sonarpur Municipality, P.S.- Narendrapur (previously Sonarpur), A.D.S.R.- Garia, D.R.- Alipore, District - South 24 Parganas, West Bengal **TOGETHERWITH** all customary and easements right appurtenant thereto, morefully described in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the "**said Property**".

AND WHEREAS:

1.1 One Bhupati Kumar Ghoshal alias Bhupati Charan Ghoshal, son of Late Sridhar Chandra Ghoshal, was the Owner of **ALL THAT** piece and parcel of Rayot Dakholi Swatto Bishisto Bastu Land, measuring more or less **9 Decimals i.e. more or less 5 (Five) Cottahs 8 (Eight) Chittaks** in Pargana Medanmalla, Mouza Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian No. 28, L.R. Dag No. 56, L.R. Khatian No. 1432, presently under Ward No. 1 of the Rajpur-Sonarpur Municipality, P.S. Sonarpur, A.D.S.R. -Garia, D.R.O. Alipore, District South 24 Parganas, West Bengal.

1.2 Said Bhupati Kumar Ghoshal died intestate on 19/12/2011, leaving behind him, the following legal heirs and successors:

(1) Smt. Nirmala Ghoshal (wife), (2) Shri Sanjay Kumar Ghoshal (son) and (3) Smt. Mitali Ghoshal (daughter).

1.3 After demise of said Bhupati Kumar Ghoshal, his aforesaid legal heirs, namely; (1) Smt. Nirmala Ghoshal, (2) Shri Sanjay Kumar Ghoshal and (3) Smt. Mitali Ghoshal, became the joint/co-owners of the aforesaid property left by aforesaid Bhupati Kumar Ghoshal at the time of his demise, as per the Hindu Succession Act, 1956.

1.4 After becoming joint/ co-owners of the aforesaid property in the manner stated hereinabove, the aforesaid (1) Smt. Nirmala Ghoshal, (2) Shri Sanjay Kumar Ghoshal

and (3) Smt. Mitali Ghoshal, got their names mutated under L.R. Settlement with the records of the Office of the concerned B.L. & L.R.O. respectively against L.R. Khatian Nos. 3806, 3807 & 3805 concerning L.R. Dag No. 56, Mouza- Tentulberia, J.L. No. 44, P.S. Sonarpur, District -South 24 Parganas.

1.5 After recording their names with the records of the Office of the concerned B.L. & L.R.O., the said (1) Smt. Nirmala Ghoshal, (2) Shri Sanjay Kumar Ghoshal and (3) Smt. Mitali Ghoshal made a Tiles Shed Structure on the aforesaid Land and jointly enjoyed the same by paying revenues to the concerned authority and free from all encumbrances.

1.6 While peacefully enjoying and occupying the aforesaid property, the said (1) Smt. Nirmala Ghoshal, (2) Shri Sanjay Kumar Ghoshal and (3) Smt. Mitali Ghoshal, jointly **sold, conveyed and transferred ALL THAT** piece and parcel of Rayot Dakholi Swatto Bishisto Bastu Land, measuring more or less **9 Decimals i.e.** more or less **5 (Five) Cottahs 8 (Eight) Chittaks** ALONGWITH Tiles Shed Structure standing thereon, measuring 100 Sq. Ft. in Pargana - Medanmalla, Mouza-Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian Nos. 28, L.R. Dag No. 56, L.R. Khatian Nos. 3806, 3807 & 3805 presently under Ward No. 1 of the Rajpur-Sonarpur Municipality, P.S. Sonarpur, A.D.S.R.- Garia, D.R.O. Alipore, District South 24 Parganas, West Bengal TOGETHERWITH through the road on the West Side & 12 feet wide road on the East Side ALSO TOGETHERWITH all customary and easements right appurtenant thereto **to and in favour of Shri Sunil Kumar Das**, being the Owner herein, by virtue of Bengali Saaf Bikroy Kobala, dated 22/09/2017, which was registered in the Office of the A.D.S.R. Garia and therein recorded in Book No. 1, Volume No. 1629-2017, Pages from 97346 to 97374, being Deed No. 162903935 for the year 2017.

1.7 After purchase of the Property, as stated above, in terms of his application, dated 22/12/2017, the aforesaid Property has been mutated in the name of said Shri Sunil Kumar Das against **Municipal Holding No. 1602**, Sreenagar under Ward No. 1 of the Rajpur-Sonarpur Municipality vide. Mutation Certificate, dated 05/01/2018.

1.8 Thus, said Shri Sunil Kumar Das, being the Owner of the ONE PART herein, has become seized and possessed of **ALL THAT** piece and parcel of Rayot Dakholi Swatto Bishisto Bastu Land, measuring more or less **9 Decimals i.e.** more or less **5 (Five) Cottahs 8 (Eight) Chittaks** ALONGWITH Tiles Shed Structure standing thereon, measuring 100 Sq. Ft. in Pargana- Medanmalla, Mouza- Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian No. 28, L.R. Dag No. 56, L.R. Khatian Nos. 3806, 3807 & 3805, Municipal Holding No. 1602, Sreenagar under Ward No. 1 of the Rajpur-Sonarpur Municipality, P.S. Sonarpur, A.D.S.R.- Garia, D.R.O.- Alipore, District-South 24 Parganas, West Bengal TOGETHERWITH through the road on the West Side & 12 feet wide road on the East Side ALSO TOGETHERWITH all customary and easements right appurtenant thereto.

AND WHEREAS:

2.1. One Haran Chandra Ghoshal (son of Late Sridhar Chandra Ghoshal) and Others were Swatto Dakholi Owners of Land in R.S. Dag No. 51 and Land in other Dags and recorded in R.S. Khatian No. 28 in Pargana- Medanmalla, Moura- Tentulberia, J.L. No. 44, District- South 24 Parganas, West Bengal.

2.2 During the lifetime of said Haran Chandra Ghoshal, land measuring 4 Decimals in L.R. Dag No. 56 was recorded in L.R. Khatian No. 2385 in Pargana- Medanmalla, Mouza- Tentulberia, J.L. No. 44, District- South 24 Parganas, West Bengal.

2.3 While remaining in peaceful possession and occupation of the aforesaid Land, said Haran Chandra Ghoshal died intestate on 16/03/1999, leaving behind him, the following legal heirs and successors: -

(1) Smt. Kanika Ghoshal (wife), (2) Shri Dilip Kumar Ghoshal (son), (3) Shri Samir Ghoshal (son), (4) Smt. Bharati Chakraborty (daughter) and (5) Smt. Arati Mukherjee (daughter).

2.4 After demise of said Haran Chandra Ghoshal, his aforesaid legal heirs, namely; (1) Smt. Kanika Ghoshal, (2) Shri Dilip Kumar Ghoshal, (3) Shri Samir Ghoshal, (4) Smt. Bharati Chakraborty and (5) Smt. Arati Mukherjee, became the joint/co-owners of the aforesaid property left by aforesaid Haran Chandra Ghoshal at the time of his demise, as per the Hindu Succession Act, 1956.

2.5 After becoming joint/ co-owners of the aforesaid property in the manner stated hereinabove, the aforesaid (1) Smt. Kanika Ghoshal, (2) Shri Dilip Kumar Ghoshal, (3) Shri Samir Ghoshal, (4) Smt. Bharati Chakraborty and (5) Smt. Arati Mukherjee, made a Tiles Shed Structure on the aforesaid Land and jointly enjoyed the same by paying revenues to the concerned authority and free from all encumbrances.

2.6 While peacefully enjoying and occupying the aforesaid property, the said (1) Smt. Kanika Ghoshal, (2) Shri Dilip Kumar Ghoshal, (3) Shri Samir Ghoshal, (4) Smt. Bharati Chakraborty and (5) Smt. Arati Mukherjee, jointly **sold, conveyed and transferred ALL THAT** piece and parcel of Swatto Dakholi Bastu Land, measuring **2 (Two) Cottahs 6 (Six) Chittaks 36 (Thirty Six) Sq. Ft.** more or less ALONGWITH Tiles Shed Structure standing thereon, measuring 100 Sq. Ft. in Pargana- Medanmalla, Mouza- Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian No. 28, L.R. Dag No. 56, L.R. Khatian No. 2385 presently under Ward No. 1 of the Rajpur-Sonarpur Municipality, P.S. Sonarpur, A.D.S.R. -Garia, D.R.- Alipore, District- South 24 Parganas, West Bengal including road on the North Side ALSO TOGETHERWITH all customary and easements right appurtenant thereto **to and in favor of Shri Sunil Kumar Das**, being the Owner herein, by virtue of Bengali Saaf Bikroy Kobala, dated 05/10/2018, which was registered in the Office of the A.D.S.R. Garia and therein recorded in Book No. 1, Volume No. 1629-2018, Pages from 141727 to 141761, being Deed No. 162904728 for the year 2018.

2.7 After purchase of the Property, as stated above, in terms of his application, dated 27/06/2019, the aforesaid Property has been mutated in the name of said Shri Sunil Kumar Das against **Municipal Holding No. 1693**, Sreenagar under Ward No. 1 of the Rajpur-Sonarpur Municipality vide. Mutation Certificate, dated 01/07/2019.

2.8 Thus, said Shri Sunil Kumar Das, being the Owner of the FIRST PART herein, has become seized and possessed of **ALL THAT** piece and parcel of Swatto Dakholi Bastu Land, measuring **2 (Two) Cottahs 6 (Six) Chittaks 36 (Thirty Six) Sq. Ft.** more or less ALONGWITH Tiles Shed Structure standing thereon, measuring 100 Sq. Ft. in Pargana- Medanmalla, Mouza- Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian No. 28, L.R. Dag No. 56, L.R. Khatian No. 2385. Municipal Holding No. 1693, Sreenagar under Ward No. 1 of the Rajpur-Sonarpur Municipality, P.S.- Sonarpur, A.D.S.R.- Garia, D.R.- Alipore, District- South 24 Parganas, West Bengal including road on the North Side ALSO TOGETHERWITH all customary and easements right appurtenant thereto.

AND WHEREAS:

3.1 After becoming owner of the aforesaid Land, in total measuring about more or less 13 Decimals i.e. 7 (Seven) Cottahs 14 (Fourteen) Chittaks 36 (Thirty Six) Sq. Ft. more or less [9 (Nine) Decimals i.e. 5 (Five) Cottahs 8 (Eight) Chittaks + 4 (Four) Decimals i.e. 2 (Two) Cottahs 6 (Six) Chittaks 36 (Thirty Six) Sq. Ft.], by virtue of said Bengali Saaf Bikroy Kobala, dated 22/09/2017 and said Bengali Saaf Bikroy Kobala, dated 05/10/2018, said Shri Sunil Kumar Das, being the Owner of the FIRST PART herein has got his name mutated in respect of the aforesaid total Land measuring more or less 13 Decimals under L.R. Settlement against **L.R. Khatian No. 3870** in respect of L.R. Dag No. 56, Mouza- Tentulberia, J.L. No. 44, P.S. Sonarpur, District- South 24 Parganas.

3.2 Subsequently, the Properties under the aforesaid Municipal Holding No. 1602 & Municipal Holding No. 1693, has become under one Municipal Holding Number, vide. **Municipal Holding No. 1693**, Sreenagar under Ward No. 1 of the Rajpur-Sonarpur Municipality (**Assessment No. 1104302068475**).

AND WHEREAS

4.1 As per the aforesaid 2 (two) Deeds and on the basis of events stated above, said Shri Sunil Kumar Das, is the Owner of **ALL THAT** piece and parcel of Rayot Dakholi Swatto Bishisto Bastu Land, in total measuring more or less **7 (Seven) Cottahs 14 (Fourteen) Chittaks 36 (Thirty Six) Sq. Ft. i.e. more or less 13 Decimals** [5 (Five) Cottahs 8 (Eight) Chittaks i.e. 9 (Nine) Decimals + 2 (Two) Cottahs 6 (Six) Chittaks 36 (Thirty Six) Sq. Ft. i.e. 4 (Four) Decimals], ALONGWITH Tiles Shed Structure standing thereon, measuring 200 Sq. Ft. in Pargana- Medanmalla, Mouza- Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian Nos. 28, L.R. Dag No. 56, L.R. Khatian No. 3870, Municipal Holding No. 1693, Sreenagar, Kolkata- 700094 under Ward No. 1 of

the Rajpur-Sonarpur Municipality, P.S. Narendrapur (previously Sonarpur), A.D.S.R.- Garia, D.R.- Alipore, District - South 24 Parganas, West Bengal TOGETHERWITH all customary and easements right appurtenant thereto, morefully described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the Owner herein has decided to develop the "**said Property**", being described in the **FIRST SCHEDULE** hereunder written and with the said intentions, the Owner herein made negotiations with the Developer herein from time to time and in confirmations of such negotiations in the matter of proposed Development of the "**said Property**", the Owner and the developer have agreed to proceed into the matter of such development of the "**said Property**".

AND WHEREAS to give effect to such desire in the matter of proposed development of the "**said Property**", the parties hereto have now agreed to enter into this Development Agreement on the terms, conditions, hereinafter appearing.

AND WHEREAS when the **DEVELOPER** herein had been erecting the said building in the said **Holding No. 1693, Sreenagar Main Road, ward no. 01 under Rajpur Sonarpur Municipality, P.O. Panchasayar, P.S.- Narendrapur (Previously Sonarpur), District- South 24 Parganas, Pin Code- 700094**, the Parties of the **THIRD PART/PURCHASERS**, having their desire to purchase one residential **Flat No.** situated on the **floor** **side** of the building measuring carpet area of the Flat is **Sq. ft. and the Balcony area of the Flat is** **Sq. ft.** i.e. total carpet area of the Flat including Balcony is **Sq. ft.** corresponding to **super built-up area of the Flat is** **Sq. ft. more or less** together with one **Car Parking Space No.** **situated on the Ground Floor** of the building measuring an area of ____ (_____) **Sq. ft.** more or less has approached the said **DEVELOPER** as well as the **VENDOR** as shown in the Floor Plan and constructed by the **DEVELOPER** which is more fully and particularly described in the **SCHEDULE "B"** hereunder written.

AND WHEREAS the **DEVELOPER** agreed to sell and convey the said **Flat No.** situated on the **floor** **side** of the building together with one **Car Parking Space No.** **situated on Holding No. 1693, Sreenagar Main Road, ward no. 01 under Rajpur Sonarpur Municipality, P.O. Panchasayar, P.S.- Narendrapur (Previously Sonarpur), District- South 24 Parganas, Pin Code- 700094**, together with undivided proportionate share of land and also together with all common areas and facilities as described in the SCHEDULE "B" and "C" herein below and the consideration of the said flat along with one Car Parking Space is **Rs...../- (Rupees)** **only** free from all encumbrances, charges, lien and liabilities etc. payable to the DEVELOPER as the said Flat and Car Parking Space are of Developer's Allocation.

AND WHEREAS the **DEVELOPER** along with the **VENDORS** has entered into an Agreement for Sale with the **PURCHASERS** and the **DEVELOPER** has agreed to hand

over by way of Sale the said **Flat No.** situated on the **floor** **side** of the building together with one **Car Parking Space No.** **situated on the Ground Floor** of the building constructed as per specification of the **PURCHASERS** herein and the sold properties i.e. **ALL THAT** the **Flat No.** situated on the **floor** **side** of the building together with one **Car Parking Space No.** **situated on the Ground Floor** of the building as described in the SCHEDULE 'B' hereunder written together with all common areas, amenities, facilities and common expenses and also together with undivided proportionate share of said land as more fully described in the SCHEDULE 'B', 'C' and 'D' the said **Flat No.** situated on the **floor** **side** of the building together with one **Car Parking Space No.** **situated on the Ground Floor** of the building have been built up in accordance with the said sanctioned residential building plan to enable them to acquire and possess the said Flat and Car parking Space for a total consideration price of **Rs...../- (Rupees)** **only** payable to DEVELOPER as the sold Flat and Car Parking Space are of Developer's Allocation.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale and in consideration of the said sum of **Rs...../- (Rupees)** **only** of which the entire consideration money against the said **Flat No.** situated on the **floor** **side** of the building together with one **Car Parking Space No.** **situated on the Ground Floor** of the building along with the proportionate share of land which more fully described in the SCHEDULE 'A' & 'B' below for a total sum of **Rs...../- (Rupees)** **only** paid by the **PURCHASERS** to the **DEVELOPER** on or before execution of this Deed on different dates as described in the Memo of Consideration of which receipts have been granted by the **DEVELOPER** totaling **Rs...../- (Rupees)** **only** paid by the **PURCHASERS** the receipt whereof the **DEVELOPER** hereby acknowledge and admit as per memo below and/or from the said and every part thereof truly acquit release and forever discharge the **PURCHASERS** of all their liabilities thereof and the **DEVELOPER** and also the **VENDOR** as beneficial parties herein do hereby grant, sell, convey, transfer, assigns, assure unto the said **PURCHASERS** free from all encumbrances **ALL THAT** the undivided proportionate share of interest in the said land more fully and more particularly described in the SCHEDULE "B" hereunder written together with a complete **Flat No.** situated on the **floor** **side** of the building together with one **Car Parking Space No.** **situated on the Ground Floor** of the building situated at Holding No. 1693, Sreenagar Main Road, ward no. 01 under Rajpur Sonarpur Municipality, P.O. Panchasayar, P.S.- Narendrapur (Previously Sonarpur), District- South 24 Parganas, Pin Code- 700094, together with all common areas and facilities of the building and undivided proportionate share of land as mentioned in the SCHEDULE 'B' and 'C' hereunder written. **AND TO HAVE AND TO HOLD** the said flat and Car Parking Space together with undivided proportionate share of land together with the common space, stairways, lift and

also together with common access, water supply lines and other common passage and drains and sewerages, installation and fixtures and fittings and passages and stair appertaining to the said building as mentioned in the SCHEDULE "B" , "C" and "D" hereunder comprised and hereby granted, sold, conveyed, transferred assigned assured and every part or parts thereof respectively together with their and every of their respective rights and appurtenances whatsoever unto the said **PURCHASERS** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER** with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said **Flat No.** situated on the **floor** **side** of the building together-with one **Car Parking Space No.** **situated on the Ground Floor** of the building and also together with all common access, facilities, amenities and undivided proportionate share of land more fully described in the SCHEDULE "B" and "C" hereunder written.

IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR AND THE DEVELOPER AND THE PURCHASERS as follows: -

1. That the **VENDOR** has good rightful power and absolute authorities, indefeasible title to grant, sell, convey, transfer, assign and assure the undivided proportionate share of land pertaining to the said **Flat No.** situated on the **floor** **side** of the building together with one **Car Parking Space No.** **situated on the Ground Floor** of the building together with common stair-case and other common portions parts and open spaces, passages and undivided proportionate share of land in the said building as described in the SCHEDULE "B" and "C" hereunder written.

2. It shall be lawful for the **PURCHASERS** from time to time and at all times hereafter to enter into and upon hold and enjoy the said **Flat No.** situated on the **floor** **side** of the building together with one **Car Parking Space No.** **situated on the Ground Floor** of the building along with all common open places and other services of the building with stair-cases and other common parts and passage in the said building and every part thereof more fully described in the SCHEDULE "B" and "C" hereunder written and to receive the rents, issues and profits thereof and have full power, absolute right and authority to sell, transfer, mortgage, lease dispose of the said flat and Car Parking Space without any interruption disturbances, claims or demands whatsoever from or by **THE DEVELOPER** or any person or persons claiming through under or in the trust for them.

3. The **DEVELOPER** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASERS** make do acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said undivided proportionate share of land pertaining the said **Flat No.** situated on the **floor** **side** of the building together with one

Car Parking Space No. situated on the Ground Floor of the building and also together with other common open parts and services, passages respectively and Holding No. 1693, Sreenagar Main Road, ward no. 01 under Rajpur Sonarpur Municipality, P.O. Panchasayar, P.S.- Narendrapur (Previously Sonarpur), District-South 24 Parganas, Pin Code- 700094, unto the **PURCHASERS** in the manner aforesaid as shall or may be reasonably required.

4. The **PURCHASERS** shall be entitled to all rights privilege vertical and lateral supports easements quasi-easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said **Flat No.....** situated on the**floor** **side** of the building together with one **Car Parking Space No..... situated on the Ground Floor** of the building.

5. The **PURCHASERS** shall be entitled to access in common with the **DEVELOPER** and/or other Owners and the Occupiers of the said building at the times and for all normal purposes connected with the use and enjoyment of the said building.

6. The **PURCHASERS** and their agent and nominee shall be entitled to the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment as the said **Flat No.....** situated on the**floor** **side** of the building together with one **Car Parking Space No..... situated on the Ground Floor** of the building and premises or passages and the **PURCHASERS** and/or servants, nominees, employees, invitees shall not obstruct other flat owners and the occupiers of the building in any way by parking vehicles, deposit of materials or rubbish.

7. The **PURCHASERS** shall have protection of the said flat to be kept safe and perfect of all portions of the said **Flat No.....** situated on the**floor** **side** of the building together with one **Car Parking Space No..... situated on the Ground Floor** of the building and also together with undivided proportionate share of land along with common access as mentioned herein.

8. The **PURCHASERS** shall also be entitled to the access for passage in common as aforesaid for taking gas, electricity, telephone, water to the said Flat through pipes, drains, wires and common spaces lying or being in under through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said Flat for the purpose whatsoever.

9. The **PURCHASERS** shall have the access with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such pipes, drains and common spaces as aforesaid and for the purpose of building repair or cleaning of the said Flat.

10. So long as the said **Flat No.....** situated on the**floor** **side** of the building together with one **Car Parking Space No..... situated on the Ground Floor** of the building along with all common area and common expenses as described in the SCHEDULE "B", "C" and "D" hereunder written shall not be separately assessed the said **PURCHASERS** shall pay (from the date of execution of the Deed of Conveyance) the proportionate share of maintenance of the building and also Municipal taxes as per apportionment to the extent of the **PURCHASERS'** said flat along with said Car Parking Space.

11. The **PURCHASERS** shall pay all taxes, rates, impositions and other outgoings in respect of the said flat and Car Parking Space proportionately as may be imposed by The Rajpur-Sonarpur Municipality, and/or State Government and shall pay all such betterment fees or development charges or any other taxes or payment of similar nature.

12. The **PURCHASERS** shall pay the proportionate cost of building maintenance and taxes, repairing cost etc., as common expenses as mentioned below.

13. The **PURCHASERS** shall maintain the said **Flat No.....** situated on the**floor** **side** of the building together-with one **Car Parking Space No..... situated on the Ground Floor** of the building at their own cost in the same good condition (reasonable wear and tear excepted state and order) in which it is being possessed and to maintain regulations of the government both Central and State, The Rajpur Sonarpur Municipality and/or any other Authorities and Local Bodies. The **PURCHASERS** shall abide by rules and by laws of the association of the flat owners if it is formed.

14. The said **PURCHASERS** shall maintain their said flat, inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions.

15. That the said **PURCHASERS** shall not make any such further construction of structural alteration of the outer portion of the building causing any damages to other flats or obstruction to other Owners of the flats of the building.

16. The said **PURCHASERS** shall at their own costs and expenses fix up separate meter connection or meters in the said flat for electricity power connection to be consumed in the said flat by the **PURCHASERS** and the **PURCHASERS** shall pay all rates and taxes which may be imposed by the appropriate authority in connection with his said flat. The **PURCHASERS** shall be entitled to make such interior construction and decoration in their said flat for their necessities like racks, storage space, gas cylinder spaces, cooking racks etc. without causing any damages to the building.

17. The **PURCHASERS** shall have full right and absolute authority to sell, transfer, convey, mortgage, charges, lease of in any encumber deal, with or dispose of their said flat and Car Parking Space and/or their possession and or to assign or to let out full or part with their interest possession benefit of their said flat together with said Car Parking Space or any part thereof.

18. The **PURCHASERS** shall have to carry out the necessary repair which may be pointed out by the Association only to extent of the said flat which will be applicable to all the flat Owners.

19. The **PURCHASERS** shall not use or caused to be used the said flat in such manner which may likely to cause nuisance or annoyance to the occupants of the other flats of the said building nor shall use the same for any illegal nor immoral purposes.

20. The said **PURCHASERS** shall not bring keep or store in or any part of the said flat any inflammable combustible substance articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.

21. The **PURCHASERS** shall have no right title or interest in any other flat except open common land, if any of the said premises. The **PURCHASERS** hereby declares that they shall not raise any objection if the **DEVELOPER** sells the other Car Parking Space to any outsider of the building. Each owner of the Car Parking including the **PURCHASERS** herein shall enjoy their demarcated Car Parking Space on mutual understanding during egress and ingress of the Car without raising any objection and obstruction to other.

22. The **PURCHASERS** shall have to carry out the necessary repair which may be pointed out by all the Flat Owners of the building only to the extent of the said flat which will be applicable to all the flat Owners and also Car Parking Space Owners. The **PURCHASERS** hereby declares and confirms that they have already received the peaceful physical possession of the said flat and Car Parking Space from the **DEVELOPER** with full satisfaction as regards the area of the said Flat and Car Parking Space and construction of the said building and he is also satisfied with the title of the property.

THE SCHEDULE – A ABOVE REFERRED TO
(SAID PROPERTY)

ALL THAT piece and parcel of Rayot Dakholi Swatto Bishisto Bastu Land, in total measuring more or less **7 (Seven) Cottahs 14 (Fourteen) Chittaks 36 (Thirty Six) Sq. Ft. i.e. more or less 13 Decimals** [5 (Five) Cottahs 8 (Eight) Chittaks i.e. 9 (Nine) Decimals + 2 (Two) Cottahs 6 (Six) Chittaks 36 (Thirty Six) Sq. Ft. i.e. 4 (Four) Decimals] ALONGWITH Tiles Shed Structure standing thereon, measuring 200 Sq. Ft. with Cemented Flooring in Pargana- Medanmalla, Mouza- Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian No. 28, **L.R. Dag No. 56, L.R. Khatian No. 3870**, Municipal Holding No. 1693, Sreenagar, Kolkata - 700094 under Ward No. 1 of the Rajpur-Sonarapur Municipality, P.S. Narendrapur (previously Sonarpur), A.D.S.R.-Garia, D.R. Alipore, District- South 24 Parganas, West Bengal TOGETHERWITH all customary and easements right appurtenant thereto, which is butted and bounded as follows:

ON THE NORTH : Sreenagar Telephone Exchange.

ON THE SOUTH : House No. G2 of Mr. Bishwambar Naskar.

ON THE EAST : Municipal Road.

ON THE WEST : More or less 32 Feet wide Sree Nagar Main Road

SCHEDULE 'B' ABOVE REFERRED TO

(DESCRIPTION OF THE BUILDING AND FLAT)

ALL THAT on the Flat No. _____, _____ side of the Building at Holding No. 1693, Sreenagar Main Road, P.O. Panchasayar, P.S. Narendrapur (Previously Sonarpur), Pin Code- 700094, Assessment No. 1104302068475, ward no. 01 under Rajpur Sonarpur Municipality, District- South 24 Parganas, measuring about more or less _____ Sq. Ft. Carpet Area corresponding to _____ sq. ft. super built up area (cover area _____ sq. ft) a little more or less and also having vitrified tiles flooring, consisting with ____ (____) Bed Rooms, ____ (____) Kitchen cum Dinning area, ____ (____) Toilets, ____ (____) Balcony and covered parking No. ____ with space 135 sq. ft. from Developer's Allocation, situated and being the part of the Premises including the proportionate and undivided share and common facilities available in the said premises such as fixtures common facilities, stair case, landing, lift, lift lobby areas, common toilets on the ground floor, Caretaker's Booth on the ground floor, semi underground water reservoir and overhead water reservoir, Open Terrace Lift Machine Room on the roof, Boundary Walls, Main Gate for ingress and egress to the said Premises, and common passage etc.

SCHEDULE - 'C' ABOVE REFERRED TO

(DESCRIPTION OF COMMON AREAS AND FACILITIES)

Corridors, roof, stairways, gardens, lift, gates, boundary walls and main gate, if any, and other spaces and facilities whatsoever required for the establishment enjoyment, provisions for maintenance and management of the building and the common facilities or any of them thereon as the case may be.

COMMON AREAS & FACILITIES Shall also include: -

- i. The land on which the building shall be located and all easement right, appurtenances belonging to the land.
- ii. The foundation, columns, beams, supports, main walls, lobbies, staircase on all floors, Lift, Lift room/ Lift machine room, staircase landings on all floors and entrance and exit of the building
- iii. Installation of common services, such as power, light, drainage and sewerage etc.
- iv. Water Reservoir, Overhead Water Tank, the pumps, motors, pipes ducts and other apparatus and installations for common use.
- v. Common passage from the main road to the Building.
- vi. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.
- vii. Such other fittings and fixtures which are being used commonly for the common purposes or needed for using the individual facilities/amenities.

SCHEDULE - 'D' ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON EXPENSES)

1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the drainage system, sewerage system, rain water discharge arrangement, water electricity supply system to all common areas as mentioned in **FOURTH SCHEDULE** hereinbefore.
2. The expenses of repairing, maintaining, white washing and colour washing the main structure outer walls and common areas of the Building.
3. The costs of cleaning and lighting the entrance of the building and the passage and spaces around the building lobby, staircase and other common areas.
4. Salaries of all persons and other expenses for maintaining the said Building.
5. Municipal Taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may be applicable and/or payable for the said building.
6. Such other expenses as may be necessary for or incidental in the maintenance and upkeepment to the premises and the common facilities and amenities, common expenses shall be borne by the Owners proportionately.

SCHEDULE - 'E' ABOVE REFERRED TO
(SPECIFICATION)

BUILDING: Multi-Storied Building

STRUCTURE: R.C.C. framed structure with brick walls and cement plaster finish.

FLOORING: Vitrified Tiles

TOILETS: Tiles on floors and 6 ft. high tiles on walls, standard quality basin, Indian commode with PVC cistern

KITCHEN: Black stone table finished with one whole steel sink in kitchen.

DOORS: Flush wooden shutters with wooden frame painted with two coats wood primer

WINDOWS: Standard quality aluminum windows fitted with white glass & grill.

ELECTRICAL: Concealed copper wiring with A-1 quality switches and plug sockets with necessary light and fan & A.C. points but without light fittings and fan

OUTSIDE BUILDING: Cement base paint finish.

WALLS: Brick walls with cement mortar.

INSIDE WALLS: Plaster of Paris

ROOF: Water proofing treatment on roof.

WATER: Water pump and overhead water tank or underground water reservoir

PLUMBING: All internal pipeline concealed type with UPVC pipe and all outside line with U.P.V.C. pipe

PAINTING: Inside of the flat finished with putty.

IN WITNESS WHEREOF the Parties hereto set scribed their respective hands and seals on this the day and year first above written.

SIGNED, SEALED AND DELIVERED

At Kolkata in the presence of:

WITNESSES:

1.

As lawful Constituted Attorney of Shri Sunil
Kumar Das Owner/Vendor herein.

SIGNATURE OF THE FIRST PART/
OWNER/VENDOR

2.

1.

2.

SIGNATURE OF THE THIRD PART/
ALLOTTEES/PURCHASERS

SIGNATURE OF THE PROMOTER/
DEVELOPER/CONFIRMING PARTY

MEMO OF CONSIDERATION

RECEIVED the sum of Rs. _____ /- (Rupees _____) only as earnest or part consideration sum out of total consideration price of **Rs. _____ /- (Rupees _____) only** from the within mentioned **PURCHASERS** against the within mentioned **Apartment/Flat/Unit No. ____** on the _____ **Floor**, _____ **side** of the building together with **1 (One) covered Car Parking Space being No. __ & area 135 sq. ft.** on the **Ground Floor** of the said building being Part of **Rajpur Sonarpur Municipality Holding No. 1693, Sreenagar Main Road, ward no. 01 under Rajpur Sonarpur Municipality, P.O. Panchasayar, P.S.- Narendrapur (Previously Sonarpur), District-South 24 Parganas, Pin Code- 700094**, in the manner followings :-

Sl. No.	Cheque No.	Date	Name of the Bank & Branch	Amount (Rs.)
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TOTAL : Rs.

(Total Rupees _____)

WITNESSES :

1.

Das Enterprise
Mousumi Das
Proprietor

SIGNATURE OF THE SECOND PART/
PROMOTER/DEVELOPER

2.