# **DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE made this the day of,Two Thousand TwentyFive (2025). BETWEEN

(1) SRI MONOJ MOHAN GHOSAL(PAN-ADAPG5095G), by occupation-Retired Person, (2) SRI MOLOY KANTI GHOSAL(PAN-ADIPG0970C), by occuation-Business, (3) SRI MANAS RANJAN GHOSAL(PAN-AHEPG3599H), by occupation-Retired Person, (4) SRI MALIN KANTI GHOSAL(PAN-AJGPG4226R), by occupation-Retired person, (5) SRI AMAL KANTI GHOSAL(PAN-COMPG7181J), by occupation-Service, (6) SRI SHYAMAL GHOSAL(PAN-AIPPG2347D), by occupation-Service, all sons of Late Mohit Mohan Ghosal, by faith-Hindu, by Nationality-Indian, residing at Kodalia, P.O.Kodalia, P.S.Sonarpur, Kolkata-700147, District-South 24-Parganas, and (7) SMT.MONIKA BANERJEE(PAN-BIYPB6895D), wife of Late Nikhil Banerjee, daughter of Late Mohit Mohan Ghosal, by occupation-Housewife, by faith-Hindu, by Nationality-Indian, residing at vill and P.O. Sarengabad, P.S.Budge Budge , District-South24-Parganas, Kolkata-700137, hereinafter jointly & collectively called and referred to as the "OWNERS/VENDORS" (which expression shall unless and excluded by or repugnant to the context heirs, executors, administrators, successors, legal may deem to mean and include their representatives and assigns) of the FIRST PART; being represented by or acting through theirr Consticuted Attorney, SHYAMALI CONSTRUCTION, (PAN-ADJFS8041H) a Partnership Firm, having its office at .103 Chakrabortypara Road, P.O.Kodalia, P.S.Sonarpur, District-South 24-Parganas, Kolkata-1) SMT. SHYAMALI MONDAL, ,(PAN-700146, being represented by its partners namely CQPPM1216D) Aadhaar No.9247 1990 5393 ,Ph-9674941859)wife of Sri Bapi Mondal, by occupation-Business, & (2) SRI BAPI MONDAL (PAN-ATFPM0174M, Aadhaar No. 2368 2161 8597, Ph-9903013263son of Late Sannyasi Mondal, by occupation-Business, both by Nationality-Indian,, by faith-Hindu, residing at Chakrabortypara Road, P.O.Kodalia, P.S.Sonarpur, Kolkata-700147, District-South 24-Parganas (Book No.1, vide D.P.No.2200 for the year 2019), hereinafter referred to (which expression shall unless "OWNERS/ VENDORS" excluded by or repugnant to the context be deemed to mean and include their respective heirs executors, administrators, representatives and assigns) of the FIRST PART.

#### AND

MR./MRS./MS (PAN) (AADHAR
NO, son/ daughter/ wife of, by
occupation, by faith, by nationality - Indian,
residing at, Post Office –, Police
Station, West Bengal, hereinafter
called and referred to as the "PURCHASER" (which term or expression
shall unless excluded by or repugnant to the context be deemed to
mean and include his/ her/ their respective heirs executors,
administrators, legal representatives and assigns) of the SECOND
PART.

#### AND

"SHYAMALI CONSTRUCTION".(having Pan-ADJFS8041H), a Partnership Firm, having its office at 103,Chakraborty Para Road, P.O.Kodalia, P.S.Sonarpur, Kolkata-700 146, District-South 24-Parganas being represented by its Partners, namely, (1) SMT, SHYAMALI MONDAL, (having Pan-CQPPM1216D, Ph-9674941859), wife of Sri Bapi Mondal, by occupation-Business, and (2) SRI BAPI MONDAL, (Having Pan-ATFPM0174M, Ph-9903013263) son of Late Sanyasi Mondal, by occupation-Business, both by faith-Hindu, by Nationality-Indian, residing at Chakraborty Para Road, P.O.Kodalia, P.S.Sonarpur, Kolkata-700 146, District-South 24-Parganas, District-South 24-parganas, hereinafter referred to as the "PROMOTER/DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors and administrators of the last surviving partner and his /their assigns) of the THIRD PART.

WHEREAS One Satish Chandra Ghosal, was seized and possessed of or other wise well and sufficiently to ALL THAT piece and parcel of Bastu Land measuring 31 decimal in R.S.Dag No.242, appertaining to R.S.Khatian No.663 of Kodalia Mouza, J.L.No.35 under P.S.Sonarpur, District-South 24-Parganas and he had been paying Govt. rent thereof and enjoying every right, title and interest over the said property without interruption, claim and demand whatsoever.

WHEREAS the said Satish Chandra Ghosal died intestate leaving behind him two sons, namely Mohit Mohan Ghosal & Lakshmi Kanta Ghosal and one daughter, Minati Halder as his sole legal heir and successor.

WHEREAS the said daughter, Minati Halder gave her undivided 1/3rd share of the Bastu land in R.S.Dag No.242, appertaining to R.S.Khatian No.663 of Kodalia Mouza, J.L.No.35 under P.S. Sonarpur on 18/9/1967, by way of registered deed of gift in favour Sri Mohit Mohan Ghosal and Sri Lakshmikanta Ghosal which was registered at S.R.Baruipur office ..

WHEREAS the said Sri Mohit Mohan Ghosal and Sri Lakshmi Kanta Ghosal executed a deed of partition on 27/09/1967 regarding the land measuring 31 decimal in R.S.Dag No.242, appertaining to R.S.Khatian No.663 of Kodalia Mouza, J.L.No.35 under P.S.Sonarpur, District-South 24-Parganas which was duly registered at S.R.Baruipur office and recorded in Book No.I, Volume No.130, Pages-106 to 110, being No.9632 for the year 1967..

WHEREAS by way of registered deed of partiton, the said Sri Mohit Mohan Ghosal being the 1st part of the aforesaid partiton deed, got the land measuring 13 decimals out of 31 decimals in R.S.Dag No.242, appertaining to R.S.Khatian No.663 of Kodalia Mouza, J.L.No.35 under P.S.Sonarpur, District-South 24-Parganas which shown in the partition map marked as plot No.A in RED border and also he got the property recorded in in his name in L.R.Records of rights, vide L.R.Dag No.307, L.R.Khatian No.1624 and also Municipal office and paid the recnt and taxes upto date.

WHREAS the said Mohit Mohan Ghosal, son of Late Satish Chandra Ghosal died intestate on 04/06/2003 leaving behind him wife, Smt. Bimala Ghosal, six sons, namely (1) SRI MONOJ MOHAN GHOSAL (2) SRI MOLOY KANTI GHOSAL (3) SRI MANAS RANJAN GHOSAL(4) SRI MALIN KANTI GHOSAL(5) SRI AMAL KANTI GHOSAL & (6) SRI SHYAMAL GHOSAL and one daughter, SMT.MONIKA BANERJEE as his sole legal heirs and successor.

WHREAS the said Smt. Bimala Ghosal, wife of Late Mohit Mohan Ghosal, died intestate on 08/04/2015 leaving behind her, six sons, namely (1) SRI MONOJ MOHAN GHOSAL (2) SRI MOLOY KANTI GHOSAL (3) SRI MANAS RANJAN GHOSAL(4) SRI MALIN KANTI GHOSAL(5) SRI AMAL KANTI GHOSAL & (6) SRI SHYAMAL GHOSAL and one daughter, (7) SMT. MONIKA BANERJEE as his sole legal heirs and successor, i.e. Vendors/Owners herein.

WHEREAS by virtue inheritance, the said (1) SRI MONOJ MOHAN GHOSAL (2) SRI MOLOY KANTI GHOSAL (3) SRI MANAS RANJAN GHOSAL(4) SRI MALIN KANTI GHOSAL(5) SRI AMAL KANTI GHOSAL, (6) SRI SHYAMAL GHOSAL & (7) SMT.MONIKA BANERJEE, Owners or Vendors herein became the absolute owners of the Bastu land measuring 13 decimals situated and lying at Mouza-Kodalia J.L.No.35 comprising in R.S.Dag No.242, L.R.Dag No.307 appertaining to R.S.Khatian No.663, L.R.Khatian No.1624 and also they got the property recorded in their names in L.R.Records of rights, vide L.R.Khatian Nos.8111, 8112, 8113, 8114, 8115, 8116 & 8117 and paid the rent upto date.

AND WHEREAS the said Owners/Vendors duly mutated their names in the Assessment Register of the Rajpur-Sonarpur Municipality in respect of the aforesaid property and paying taxes regularly in their own names to the said office of the Rajpur-Sonarpur Municipality in respect of the above mentioned landed property now being known numbered and distinguished as the Holding No.1 N.S.Road,(Kodalia), P.S.Sonarpur, Kolkata-700 146 under the limits of the Rajpur-Sonarpur Municipality, ward No.20, which is morefully and particularly described in the **First Schedule** written hereunder and hereinafter called and referred to as the **"SAID PREMISES)** 

AND WHEREAS thus the said Owners/Vendors became the absolute owners of all that piece and parcel of Bastu land measuring 13 Satak equivalent to 527.21 Sq.M, Situated and lying at Mouza-Kodalia, J.L.No.35, A.D.S.R. office at Sonarpur, comprising in R.S. Dag No. 242, L.R.Dag No.307,, appertaining to R.S.Khatian No. 663, L.R.Khatian Nos. 8111, 8112, 8113,8114, 8115, 8116 & 8117,Holding No.1 N.S.Road(Kodalia), Ward No.20, under Rajpur-Sonarpur Municipality, P.S.Sonarpur, Kolkata-700 146, District-South 24-Parganas, (hereinafter called the SAID PREMISES) fully described in the First Schedule hereunder written

AND WHEREAS by a registered Development agreement dated 24/04/2019 at Sonarpur A,D.S.R.office and recorded in Book No.I, Volume No.1629-2019, being No.02200 for the year 2019, made between(1) SRI MONOJ MOHAN GHOSAL (2) SRI MOLOY KANTI GHOSAL (3) SRI MANAS RANJAN GHOSAL(4) SRI MALIN KANTI GHOSAL(5) SRI AMAL KANTI GHOSAL ,(6) SRI SHYAMAL GHOSAL and (7) SMT.MONIKA BANERJEE referred to as the owners of the One Part and SHYAMALI CONSTRUCTION, a Partnership Firm, having its office at .103 Chakrabortypara Road, P.O.Kodalia, P.S.Sonarpur, District-South 24-Parganas, Kolkata-700146, the Developer herein, therein also referred to as the Developer of the Other Part, the said (1) SRI MONOJ MOHAN GHOSAL (2) SRI MOLOY KANTI GHOSAL (3) SRI MANAS RANJAN GHOSAL(4) SRI MALIN KANTI GHOSAL(5) AMAL KANTI GHOSAL, (6) SRI SHYAMAL GHOSAL SMT.MONIKA BANERJEE herein have granted the exclusive right of development in respect of the said Premises fully described in the First Schedule as mentioned above unto and in favour of the Developer herein at and for the consideration and on the terms and conditions contained and recorded in the said agreement (hereinafter called the said Developer Agreement).

AND WHEREAS the said (1) SRI MONOJ MOHAN GHOSAL (2) SRI MOLOY KANTI GHOSAL (3) SRI MANAS RANJAN GHOSAL(4) SRI MALIN KANTI GHOSAL(5) SRI AMAL KANTI GHOSAL ,(6) SRI SHYAMAL GHOSAL and &(7)SMT.MONIKA BANERJEE executed a Development Power of Attorney on 24/04/2019 in favour of **SHYAMALI CONSTRUCTION**, a Partnership Firm, registered at Sonarpur A.D.S.R. office and recorded in Book No. 1, Volume No.1629-2019 being No.02213 for the year 2019.

WHEREAS as per the said Development Agreement and Power of Attorney the said Developer on behalf of the Owners/Vendors duly got sanctioned a Building Plan No. 160/CB/20/81 dated 13/01/2021

sanctioned by Rajpur-Sonarpur Municipality of the said premises No.1 N.S.Road(Kodalia), P.S.Sonarpur, Kolkata- 700 146 for construction of apartment ownership building for construction of a (G+IV) storied building for residential & comercial purposes.

<u>WHEREAS</u> in terms of the said Development Agreement and Development Power of Attorney the developer have right/authority to enter the agreement for sale and execute deed of conveyance of its allocated flats/car parking spaces with the intending purchaser or purchasers and receive advance/earnest money therefrom.

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Property being Rajpur Sonarpur Municipality under ward no. 20, District South 24 Parganas, along with the proportionate share of allocation in the proposed multi-storied building in the Premises/Holding No. 1 N.S.Road(Kodalia), P.S.Sonarpur, Kolkata-700 146 District-South 24-Parganas, together with undivided and indivisible proportionate share in the land underneath together with common rights, facilities and amenities and common service and expenses mentioned therein for and at a total price of Rs. to as the "said Flat and Car Parking Space", more fully and particularly described in the **Second Schedule h**ereunder written. WHEREAS in terms of the agreement for sale dated ..... the Owners/ Vendors and the Developer herein have agreed to sell and transfer oneself ALL THAT Flat No. "....." measuring about ............ Sq. ft. being carpet area including Verandah and .......... Sq. ft. being carpet area excluding Verandah (...... Sq. ft. being Super Built-up area) on the ...... side of the ...... Floor of the said G+IVstoried building along with One covered Parkingspaceon the Ground floor of the said building known as MANDAKINI APARTMENT", being erected at the Said Property being Rajpur Sonarpur Municipality under wardno.20, District South 24 Parganas, along with the proportionate share of allocation in the proposed multi-storied building in the Premises/Holding No. 1 N.S.Road(Kodalia), P.S.Sonarpur, Kolkata-700 146 District-South 24-Parganas, at or for a valuable consideration of Rs. ...../-(Rupees .....) only, and the same is more fully and particularly described in the **Second Schedule** hereunder

written together with undivided, indivisible proportionate share in the land describe in the First Schedule hereto along with proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other Mechanical spaces, common path of the properties necessary and convenient to its ingress to and egress from, maintenance for common use, motor, pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection etc. which has been mentioned more fully and particularly in the Third Schedule hereunder written with lawful aforesaid consideration subject to the purchaser' undertaking to pay proportionally all the common charges, fees, duties, levies, taxes, rents, impositions, outgoings etc. which are required for the purpose of the said premises and also for the purposes of the said building along with other owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the Fourth Schedule hereunder written.

WHEREAS the Purchaser having agreed to purchase the said Flat and the Car parking space stated above and having paid the entire consideration money to the Developer herein, now call upon them to execute and register a proper Deed of Conveyance thereby selling, conveying and transferring the said Flat and the Car parking space unto and in favour of the Purchaser absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchaser.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement dated ...... and in consideration of the said sum of Rs. ...... (Rupees ......) only, truly paid by the Purchaser to the Owners/Vendors herein through the Developer/Confirming Party herein in the manner stated in the memo of consideration hereunder written, the receipt whereof the Owners/Vendors and the Confirming Party as Developer hereby do and each of them doth hereby admit, acknowledge and received from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the Purchaser as well as the said Flat and Car parking space along with the undivided, indivisible and proportionate share and right, title and interest into the said land and premises with the facilities in common with other flat owner/s or occupiers thereto. The Owners/Vendors and the Developer/Confirming Party do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser ALL THAT Flat No. "....." measuring about ...... Sq. ft. being carpet area including Verandah and ....... Sq. ft. being carpet area excluding Verandah (...... Sq. ft. being Super Built-up area) on the ..... side of the ...... Floor of the said G+IV storied building along with Car Parkingspace on the Ground floor, of the said (G+III) storied building known as "MANDAKINI APARTMENT ", being erected at the Said Property being Rajpur Sonarpur Municipality under ward no. 20, District South 24 Parganas, along with the proportionate share of allocation in the proposed multi-storied building in the Premises/Holding No. 1 N.S.Road(Kodalia) Ward No.20, under Rajpur-Sonarpur Municipality, P.S.Sonarpur, Kolkata-700 146.

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District-South 24-within the District South 24-Parganas, which is more fully and particularly described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the "said Flat and Car Parking Space" together with the undivided proportionate indivisible share in the land described in the First Schedule hereto together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and to have the right of user in common of all the roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors into or upon the said land proportionately agreeing to pay proportionate expenses for maintenance of the said common portion and the other co-owners TO HAVE AND TO HOLD the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said Flat on the ....... Floor and the said Car parking space of the said building having right to use, occupy, own possess the said Flat and Car parking space as mentioned in **SECOND** SCHEDULE hereunder written exclusively, subject to the Purchaser's paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said Flat and Car parking space and other outgoings so long separate assessment is not made for the saidFlat and Car Parking Space in the name of the Purchaser.

The Vendors and the Developer do hereby covenant with the Purchaser as follows:-

- **NOTWITHSTANDING** anything hereinbefore done or suffered to 1. the contrary, the owners/Vendors have good and absolute right, title and authority to grant, convey, transfer, assign and assure all that the said Flat and Car parking space mentioned in the SECOND SCHEDULE hereunder written along with common area with amenities and facilities provided thereat and described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred unto the Purchaser in the the owners/Vendors and the that manner aforesaid and Developer/confirming party have not done or suffered knowingly from anything whereby the said flat and Car parking space may be encumbered, affected or impeached in respect of the estate ,title or otherwise.
  - 2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding pending and have not been offered as security or otherwise to any authority whatsoever or howsoever in respect of the said Flat and Car parking space.
  - 3. That the Purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat and Car parking space without any let or hindrance, interruption, claim, disturbances or demand from or by the owners/Vendors or the Developer/confirming party or any person or persons claiming through or under or in trust for the owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

- All the taxes, land revenue and other impositions payable in respect of the said flat and Car parking space up to the date of handing over the possession of the same to the Purchaser, shall be paid by the Owners/Vendors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the owners/Vendors to pay the same and if the same is paid by the Purchaser then it will be recoverable from Owners/Vendors prior to the date of delivery of possession of the said Flat and the Car parking space unto and in favour of the Purchaser and the Purchaser shall pay the entire taxes and outgoings in respect of the said flat and Car parking space after the instant Deed of Conveyance is registered, possession given subject to the formation of the Association as mentioned here to when the Purchaser shall pay the Government Rent and Municipal taxes and other outgoings exclusively for the said Flat and the Car parking space and shall pay for all the common portions proportionately to the said Association as would be so directed.
- 5. The owners/Vendors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Purchaser for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.
- 6. The Purchaser, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat and Car parking space.

- 7. The Purchaser shall not cause any obstruction to the others in any manner in the entrance or exit or to user of any common space in the premises, keep any dirt/rubbish/refuse etc. save and expect the place is reserved for the said purpose.
- 8. If the Vendors/Developer in future purchase/develop adjacent to the said land and amalgamate the same for construction of another phases or blocks and for such construction the common entrance road as well as common facilities is to be used for free access to the new Phase/Block in that event the Purchaser/s of the apartment shall have no right to claim or demand whatsoever and also shall not raise any objection for the same whatsoever and if the Purchaser/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law and Purchaser/s also execute NOC in affidavit as may be required by the competent authority of Kolkata Municipal Corporation or any authority whatsoever.

If the Vendors/Developer in future purchase/develop adjacent land to the said land and amalgamate the same for construction of another phases or blocks then the Purchaser/s shall not raise any objection with regard to the amalgamation and easementary rights attached thereto and for obtaining holding number and Sanction Plan for construction of another phases or blocks and if the Purchaser/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law.

The Purchaser/s of all the blocks of all the holdings shall enjoy all the common facilities and amenities in the premises such as Lift and any

other amenities which are intended for common use in the said Premises.

The Purchaser/s shall also sign No Objection Certificate for amalgamation and easementary rights and shall also execute indenture of Easement, if required, for obtaining holding number and Sanction Plan for construction of another phases or blocks.

- 9. The Purchaser shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the Rajpur Sonarpur Municipality.
- 10. That the Purchaser shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said flat and Car parking space which may cause sound pollution/air pollution, smoke etc. to the occupant of the other flats in the building.
- 11. The Purchaser/s shall solely liable for the formation of the Flat Owners Association as per Act and Developer/Owners herein shall also cooperate with the purchaser/s for formation of the aforesaid Owner association by providing respective documents belongs to Developer and Owners respectively
- 12. That the Purchaser shall pay the proportionate share of premium of the Insurance for the said building if any.
- 13. The vendors/developers shall provide completion certificate of the said plan duly sanctioned by the Rajpur-Sonarpur Municipality to the Purchaser/s within 15 days after receiving the same from the competent authority.

- 14. The Purchaser shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners inclusive of the owners/Vendors (or previous land lord) herein.
- 15. Purchaser herein shall use and enjoy all common facilities and amenities, more-fully described in the Para 13 of the Third Schedule hereunder written, with the flat owners/occupiers of the adjacent land/plot of the aforesaid (G+III) storied building known as "MANDAKINI APARTMENT" and all flat owners of the three plots shall also bear the common expenses and maintenance charges proportionately.
- 16. Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Owners/Vendors about the correctness of the owners/Vendors' title, which if found defective or untrue at any time, the owners/Vendor, shall forthwith, take all necessary steps to remove and/or rectify the same.

# FIRST SCHEDULE

# (Description of the land)

ALL THAT piece and parcel of homestate land measuring 13 Satak or 7 Cottahs 12 Chattaks 24 Sq.ft. equivalent to 527.21 Sq.M, along with a proposed (G+IV) storied building ,Plot No.A situate and lying at Mouza-Kodalia, J.L.No.35, A.D.S.R.office at Sonarpur, R.S.No. 146 Touzi No. 120 Pargana-Baridhati, P.S. & A.D.S.R.office at Sonarpur, comprising in R.S.Dag No.242, L.R.Dag No.307, appertaining to R.S.Khatian No.663, L.R.Khatian

Nos. 8111, 8112, 8113,8114, 8115, 8116 & 8117,Holding No.1 N.S.Road(Kodalia), Ward No.20, under Rajpur-Sonarpur Municipality, P.S.Sonarpur, Kolkata-700 146, District-South 24-Parganas, which is shown in the map or plan annexed hereto by RED border. and also measurement of the four site.

On the North: J.N.Bose Road,

On the South: Land of Dilip Pramanik

On the East: Part of land of Lakshmikanta Ghosal, plot No.B

On the West :- N.S. Road.

The name of the said proposed building above is known, called and named "MANDAKIN APARTMENT".

# SCHEDULE REFFERED TO AS ABOVE [Description of the Said Flat and Car Parking Space]

 the Flat & parking is being erected as per the Building Plan No. 160/CB/20/81 dated 13/01/2021 sanctioned by the Rajpur Sonarpur Municipality, on the Said Property situated and lying at premises No.1 N.S.C. Road (Kodalia) Ward No. 20, under Rajpur-Sonarpur Municipality, P.S. Sonarpur, Kolkata-700 146, District-South 24-Parganas.

# THE THIRD SCHEDULE ABOVE REFERRED TO (COMMON RIGHTS AND SERVICES)

#### (COMMON AREAS, FACILITIES & COMMON MAINTENANCE)

- 1) Foundation Columns, Beams, Supports, Main Walls, Corridors, Lobbies, Stair-cases, Lift Entrance to Exit from the building constructed on the First Schedule land.
- 2) Stair-case Lobby and Landings with Stair Cover on the roof and proportionate share of the roof of the new building.
- Water-pump with motor and with water distribution pipes save those inside any Unit to the Over-head Tank of each building and room if any for installing the water- pump and motor.
- 4) Underground Water Reservoir and Overhead Water Tanks with distribution pipes there from connecting to different units and from the Underground Water Reservoir to the Overhead Tanks.
- 5) Electrical wiring and fittings and other accessories for lighting the Stair-case and Landings and other common areas.
- Water waste and sewerage evacuation pipes from the flats/ units to drains and sewers common to the building.

- 7) Drain and Sewerage Pipes from the Building Complex to the municipal duct.
- 8) Boundary Walls and Main Gate to the premises and building.

## FOURTH SCHEDULE ABOVE REFERRED TO

### (Common expenses)

- 1. **MAINTENANCE**: All expenses for cleaning, sweeping, maintaining white washing, painting, repairing, renovating and replacing including sanitary and plumbing.
- 2. **OPERATION**: All expenses for running and operating all machineries equipments and installation in common parts, water pump with motor and lighting the common areas generator if any include the costs of repairing renovating and replacing the same.

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- INSURANCE: Insurance premium against fire, riot, stick, malicious damage, earthquake etc. risks covering the said flat and the said building.
- 4. MUNICIPAL LAND REVENUE AND OTHER TAXES: Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.
- 5. STAFF: The Salaries or all other expenses for the staff employee or to be employed for common purpose including their bonus. If any and other emoluments benefits.

- 6. FLAT OWNERS ASSOCIATION: Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.
- 7. **RESERVE**: Creation of funds for replacement renovation and/or periodic expenses.
- 8. OTHER: All other expenses and/or outgoing expenses as may be incurred by the builder and/or the Association for common purpose.

**IN WITNESS WHEREOF** the parties hereunto set and subscribed their respective hands ad seals on the day, month and year first above written.

#### SIGNED, SEALED & DELIVERED

At Kolkata

#### WITNESSES:

1.

SIGNATURE OF THE VENDORS

2

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/S

Drafted by:

# MEMO OF CONSIDERATION

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RECEIVED	of and	from	the	within	named	Purchaser	the w	ithin
mentioned .	sum	of	Rs.		••••••	/	- (Ru	pees
••••••••••••••••••		) oı	aly, e	excludin	g of taxe	es towards	the full	and
final consid	eration p	rice o	f the	within	mention	ed flat and	car par	rking
space of th								
Ward No. 2								
Kolkata- 7	<mark>'00 146</mark>	, Dis	trict	- Sout	h 24-Pa	rganas to	gether	with
undivided p								
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SIGNATURE OF THE DEVELOPER