

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the \_\_\_\_\_ day of \_\_\_\_\_, Two  
Thousand Twenty Three (2023) **BETWEEN** \_\_\_\_\_

**SRI PARDIP BISWAS**, having PAN: ARWPB2129A, Aadhaar No.8447 4869 2953, son of Late Jagodish Chandra Biswas, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 161/A, Vivekananda Park, Mukundapur, Post Office - Santoshpur, Police Station - Purba Jadavpur, Kolkata - 700099, District: South 24-Parganas, represented by his constituted Attorney **DEVSANT COMMERCIAL PRIVATE LIMITED**, a Private Limited Company incorporated under the Indian Companies Act, 1956, having its registered office at 43/N, Jhawatala Road, Post Office - Hatiara, Police Station Baguiati, Kolkata - 700059 now 700157, District: North 24-Parganas, India, represented by its Director **SRI DEBASIS SANYAL**, having PAN: BKJPS9962B, Aadhar No.3271 5379 6668, son of Rabindra Nath Sanyal, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 43/N, Jhawatala Road, Post Office - Hatiara, Police Station - Baguiati, Kolkata 700059 now 700157, District: North 24-Parganas, West Bengal, India, appointed by virtue of a General Power of Attorney dated 11<sup>th</sup> October, 2023, duly registered at the office of the D.S.R. - IV South 24-Parganas at Alipore and recorded in Book No.I, Volume No.1604-2023, Pages from 385384 to 385400, Being No. 160412827 for the year 2023, hereinafter called and referred to as the "**OWNER/ VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the **FIRST PART**:

Devsant Commercial Pvt. Ltd.

*Debasis Sanyal*

Director

**A N D**

Mr. / Ms.....(PAN.....), son / daughter of....., aged about....., residing at, hereinafter called and referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the **SECOND PART**:

**A N D**

**DEVSANT COMMERCIAL PRIVATE LIMITED**, a Private Limited Company incorporated under the Indian Companies Act, 1956, having its registered office at 43/N, Jhawatala Road, Post Office - Hatiara, Police Station - Baguiati, Kolkata - 700059 now 700157, District: North 24-Parganas, represented by its Director **SRI DEBASIS SANYAL**, having PAN: BKJPS9962B, Aadhar No.3271 5379 6668, son of Rabindra Nath Sanyal, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 43/N, Jhawatala Road, Post Office - Hatiara, Police Station - Baguiati, Kolkata 700059 now 700157, District: North 24-Parganas, West Bengal, India, hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Director, executors, administrators, successors-in-office, authorized representatives and assigns) of the **THIRD PART**:

**WHEREAS** One Naba Kishore Mondal and Raj Kishore Mondal and others were seized and possessed of or otherwise well and sufficiently entitled to the land and hereditaments comprising C.S. Khatian Nos. 5 & 6, R.S. Khatian Nos. 145 & 146 appertaining to C.S. Dag No.31, R.S. Dag Nos. 92 & 110, lying and situate at Mouza Nayabad, J.L. No.25, R.S. No.3, Police Station formerly Tollygunge then Jadavpur thereafter Kasha at present Purba Jadavpur also lying within the limits of the then Calcutta Municipal Corporation, Ward No.109, along with several other lands.

**AND WHEREAS** Jnanendra Nath Dey Sarkar and others of Baishnabghata by four Mourashi Mokarari Pattahs executed by the then Zamindar Bawali Mondal namely Kumud Krishna Mondal dated 6<sup>th</sup> day of January, 1911 and executed by Naba Kishore Mondal dated 1<sup>st</sup> day of August, 1910 and executed by Jugal Charan Mondal dated 2<sup>nd</sup> day of November, 1911 and executed by Gopi Kishore Mondal dated 1<sup>st</sup> day of August, 1911 took settlement in respect of certain portion of land of the aforesaid Dags and Khatians and enjoyed the said landed property. During the last District Survey Settlement the land of the said Mouza Nayabad was recorded in Khatian No.5, in their names in finally published Records of Rights.

**AND WHEREAS** the said Jnanendra Nath Dey Sarkar and others thereafter established a Firm in the name and style of The Suburban Agricultural Dairy & Fisheries and by a Registered Deed of Sale dated 1<sup>st</sup> day of May, 1939 and registered at the Office of the Joint Sub-Registrar at Alipore and recorded in Book No.I, Volume No.9, Pages 68 to 83, being Deed No.440, for the year 1939, transferred and conveyed the said property in favour of the said Company.

**AND WHEREAS** the said Company thereafter for the purpose of separately demarcating their land and also for the purpose of exclusive possession and enjoyment instituted a Partition Suit being Suit No.16 of 1941, before the Third Subordinate Judge at Alipore. After hearing of the said Suit and on the basis of preliminary Decree passed in the said Suit all the Co-sharers of the said property divided and demarcated the said property among themselves.

**AND WHEREAS** one of the Defendants namely Pratul Chandra Mondal since deceased acquired the property in respect of his 63/320<sup>th</sup> share in the said property in the Title Suit No.16 of 1941.

**AND WHEREAS** the said Pratul Chandra Mondal died intestate leaving behind him surviving his wife Smt. Labanya Prova Mondal and two sons namely Malay Kumar Mondal and Swapan Kumar Mondal as his only legal heirs and successors.

**AND WHEREAS** in connection with the said Suit Final Decree was passed by the said Learned Court on 4<sup>th</sup> day of June, 1971 on the basis of the Report submitted by the Pleader Commissioner appointed by the said Court.

**AND WHEREAS** in the Report submitted by the Pleader Commissioner Smt. Labanya Prova Mondal one of the heirs of the deceased Pratul Chandra Mondal was allotted Sali land comprising C.S. Dag No.31, R.S. Dag Nos.110 & 92 under C.S. Khatian No.5, R.S. Khatian Nos.145 & 146 of the said Mouza Nayabad, P.S. Kasba, District: South 24-Parganas.

**AND WHEREAS** subsequently Smt. Labanya Prova Mondal, wife of Late Pratul Chandra Mondal by a Registered Kobala registered at the District Sub-Registrar at Alipore and recorded in Book No.I, Volume No.146, Pages 75 to 84, Being No.5304, for the year 1975, sold, transferred and conveyed the land and hereditaments more fully described in the Schedule below as well as mentioned in the Partition Plan marked 'Ga' of the said Suit as per Final Decree dated 4<sup>th</sup> day of June, 1971 unto and in favour of Sri Kanti Ranjan Chakraborty and Sri Gopal Chandra Dey, for a valuable Consideration mentioned therein.

**AND WHEREAS** the said Sri Kanti Ranjan Chakraborty and Sri Gopal Chandra Dey after purchase of the said land divided the said land into various small plots, opened roads, common passages for free ingress and egress to and from those plots.

**AND WHEREAS** thereafter Sri Kanti Ranjan Chakraborty and Sri Gopal Chandra Dey by an Indenture of Sale, registered at the Office of the Sub-Registrar Alipore and recorded in Book No.I, Volume No.140, Pages 72 to 79, Being No.5327, for the year 1975, sold, transferred and conveyed 2 Bighas 3 Cottahs 4 Chittacks of Sali land comprising C.S. Khatian No.6 of C.S. Dag No.31, R.S. Khatian Nos.145 & 146 of R.S. Dag No.110 of the said Mouza Nayabad unto and in favour of one Amarendra Kumar Basu, since deceased.

**AND WHEREAS** while the said Amarendra Kumar Basu enjoyed the said land exercising all rights of ownership thereto died intestate, leaving behind

him surviving his only wife Smt. Chhaya Basu and only son Sri Suvam Basu and only daughter Smt. Ipsita Bhowmick wife of Sri Sanjay Bhowmick as his only legal heirs who inherited the said land in equal share and jointly enjoying the said land in ejmali rights.

**AND WHEREAS** by way of inheritance, the said Smt. Chhaya Basu, Sri Suvam Basu and Smt. Ipsita Bhowmick became the joint Owners of the said land and lawfully seized and possessed of the said land without any hindrances and interruptions from others.

**AND WHEREAS** while in possession of the said land, the said Smt. Chhaya Basu, Sri Suvam Basu and Smt. Ipsita Bhowmick by executing a Deed of Sale dated 30-12-1998, duly registered in the office of the D.S.R. - III at Alipore, South 24-Parganas and recorded in Book No.I, C.D. Volume No.16, Pages from 3955 to 3981, Being No.05183, for the year 2007, granted, sold, transferred and conveyed the demarcated land measuring 7 (seven) Cottahs more or less, lying and situate at Mouza Nayabad, J.L. No.25, R.S. No.3 under Touzi No.56, comprising C.S. Khatian No.5, R.S. Khatian Nos.145 & 146, appertaining to C.S. Dag No.31, R.S. Dag No.110, Police Station formerly Tollygunge then Jadavpur thereafter Kasba at present Purba Jadavpur, lying within the limits of the then Calcutta Municipal Corporation, Ward No.109, Sub-Registry Office Alipore at present Sealdah, District: South 24-Parganas together with all sorts of easement rights through and over the 40' feet wide road adjacent to the said plot of land unto and in favour of Sri Pradip Biswas, the Vendor herein, for a valuable consideration mentioned therein.

**AND WHEREAS** after such purchase, the Vendor got his name mutated in the B.L. and L.R.O. vide Memo No.18/Mut/4902/BLLRO/ATM/ Kasba dated 21/02/2010 in respect of the land measuring 0.1156 acre comprising R.S. Dag No.110, under R.S. Khatian No.145 of the said Mouza Nayabad and the Owner herein also made conversion of the said land from Beel to Bastu

vide Conversion Case No.610/2017, Memo No.51A (C)/610/4590 dated 15/06/2018 on payment of rents thereto.

**AND WHEREAS** the Vendor got his name mutated with the records of the Kolkata Municipal Corporation in respect of the said land which has since been known and numbered as the Municipal Premises No.3821, Nayabad and the said premises has duly been assessed by the Kolkata Municipal Corporation in the name of the Pradip Biswas, the Owner herein being Assessee No.31-109-08-9626-3 and the Vendor thus enjoying the same by paying usual rents and taxes to the said Appropriate Authorities with exclusive rights of Ownership thereto as well as mentioned in the First Schedule hereunder written having unfettered right, title and interest thereto and free from all encumbrances, liens, lispens and attachments whatsoever.

**AND WHEREAS** thereafter, the Vendor has decided to develop the said premises by erecting an Ownership building consisting of several self-contained residential flats/ apartments and other spaces thereon according to the Sanctioned Building Plan to be sanctioned by the Kolkata Municipal Corporation.

**AND WHEREAS** due to various unavoidable circumstances and also lack of man power the Vendor entered into a Development Agreement registered on 16/08/2021, in the office of the D.S.R. - III South 24-Parganas at Alipore and recorded in Book No.I, Volume No.1603-2021, Pages from 169274 to 169303, Being No.160306163 for the year 2021 with **GDEVSANT COMMERCIAL PRIVATE LIMITED**, a Private Limited Company incorporated under the Indian Companies Act, 1956, having its registered office at 43/N, Jhawatala Road, Post Office - Hatiara, Police Station - Baguiati, Kolkata - 700059 now 700157, District: North 24-Parganas, represented by its Director **SRI DEBASIS SANYAL**, having PAN: BKJPS9962B, Aadhar No.3271 5379 6668, son of Rabindra Nath Sanyal, by faith - Hindu, by Nationality - Indian, by occupation Business, residing at 43/N, Jhawatala Road, Post Office - Hatiara, Police Station - Baguiati, Kolkata 700059 now 700157, District: North 24-Parganas,

West Bengal, India, the Developer herein and authorized the said Developer to construct the said proposed Multistoried Building at the said Premises according to the Sanctioned building Plan subject to the certain terms and conditions as stated in the said Development Agreement.

**AND WHEREAS** subsequently, the Vendor entrusted the Developer herein to construct the said proposed Multistoried Building at the said Premises and also empowered to enter into Agreement/s for Sale with any Intending Purchaser/s and to collect the Advance/ Booking money or Total Consideration thereof by executing a Development Power of Attorney on 16/08/2023, duly registered in the office of the D.S.R. - III South 24-Parganas at Alipore and recorded in Book No.I, Volume No.1603-2021, Pages from 189838 to 189857, Being No. 160306176 for the year 2021.

**AND WHEREAS** in terms of the said Development Agreement and also as per the said Power of Attorney, the Developer herein obtained a sanctioned Building Plan being Building Permit No.2022120247 dated 10/06/2022 of Borough - for construction of a G+4 Storied Building at the said Premises No.3821, Nayabad, duly sanctioned by the K.M.C. in the name of the Owner/ Vendor herein.

**AND WHEREAS** thereafter the Vendor herein entered into a Supplementary Development Agreement on 11/10/2023, duly registered in the office of the D.S.R. - IV South 24-Parganas at Alipore and recorded in Book No.I, Volume No.1604-2023, Pages from 385232 to 385250, Being No.160412797 for the year 2023 with the Developer herein subject to make some addition and alterations of the allocation of both the Owner and the Developer under certain terms and conditions as stated therein and the Vendor herein also executed a General Power of Attorney on 11/10/2023, duly registered in the office of the D.S.R. - IV South 24-Parganas at Alipore and recorded in Book No.I, Volume No.1604-2023, Pages from 385384 to 385400, Being No. 160412827 for the year 2023.

**AND WHEREAS** in accordance with the aforesaid sanctioned building plan of the Kolkata Municipal Corporation the Developer herein has already completed the construction of the said G+4 storied ownership building in all respects at its own costs and expenses at the said premises, more fully and particularly described in the First Schedule hereunder written and after completion of the said G+4 Storied Building the Developer delivered Owner's Allocation to the Vendor herein.

**AND WHEREAS** the Developer herein have declared for absolute sale of One self contained Residential Flat being **Flat No.** on the **Floor,** **Side** measuring super built up area of **Square Feet** more or less along with **one car parking space No.** on the **Ground Floor** of the said G+4 storied building together with undivided impartible proportionate share of land comprised in the said Premises No.3821, Nayabad, more fully described in the Second Schedule hereunder written out of the Allocation of the Developer at or for the total consideration of **Rs.                   /- (Rupees**

**)** only and the **Purchaser** after being informed through reliable sources and verification of all the relevant papers and documents regarding the title, plan, workmanship etc. of the said flat and car parking space and being satisfied with the same **has/ have** agreed to purchase the said flat and car parking space at the said consideration.

**AND WHEREAS** thereafter, by an Agreement for Sale dated made between **SRI PRADIP BISWAS**, son of Late Jagodish Chandra Biswas, residing at 161/A, viv Ekananda Park, Mukundapur, Post Office - Santoshpur, Police Station - Purba Jadavpur, Kolkata - 700099, represented by his constituted Attorney **DEVSANT COMMERCIAL PRIVATE LIMITED**, a Private Limited Company incorporated under the Indian Companies Act, 1956, represented by its Director **SRI DEBASIS SANYAL**, son of Rabindra Nath Sanyal, described therein as the Owner/ Vendor of the First Part AND

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the Purchaser herein, described therein as the Purchaser of the Second Part AND **DEVSANT COMMERCIAL PRIVATE LIMITED**, represented by its

Director **SRI DEBASIS SANYAL**, son of Rabindra Nath Sanyal, the Developer herein, described therein as the Developer of the Third Part, the said Developer received from the said **Purchaser** a sum of Rs.       /- (Rupees       ) only as 10% advance out of total Consideration money in respect of the said Flat subject to the terms, conditions and stipulations contained in the said Agreement and further payment to be made as per progress of construction.

**AND WHEREAS** the **Purchaser** herein being desirous of making payment of the balance amount of the Consideration requested the Vendor and the Developer to execute a Deed of Conveyance in favour of the **Purchaser** herein to which the Vendor and the Developer agreed to execute these presents.

**NOW THIS DEED WITNESSETH** that in pursuance of the said Agreement dated       and in consideration of the said total sum of **Rs.**       /- (**Rupees**       ) only well and truly paid by the Purchasers to the Developer/ Confirming Party herein (the receipt whereof the Developer doth hereby admit and acknowledge as per Memo of Consideration hereunder written and of and from the payment of the same and every part thereof, the Developer doth hereby acquit, release and forever discharge the **Purchaser** as well as the said flat and car parking space mentioned in the Second Schedule hereunder written hereby granted, sold, transferred, conveyed, assigned and assured) the Vendor doth hereby grant, transfer, convey, sell, assure and assign and the Developer/ Confirming Party doth hereby confirm such sale and transfer unto the Purchasers **ALL THAT** the said Flat being **Flat No.**       on the       **Floor,**       **Side** measuring super built up area of       **Square Feet** more or less along with **one car parking space No.**       on the **Ground Floor** of the said G+4 Storied Building, more fully and specifically described in the Second Schedule hereunder written and delineated in the Plan annexed hereto and shown by **RED** border line **OR HOWSOEVER OTHERWISE** the said flat and car parking space with common rights now are or is or at any time heretofore were or was situated,

butted, bounded, called, known, numbered, described or distinguished **TOGETHER WITH** all and singular other erection walls structures, fixtures, ground and sewers, drains, ways, paths, passages, water-courses, lights, rights, privileges, profits benefits as fully described in the Third Schedule hereunder written and the advantages and appurtenances whatsoever belonging to or in anywise appertaining thereto or with the same or any part thereof now are or is at any time hereto-before were or was held, used, occupied or enjoyed therewith or reputed to belong or to be appurtenant thereto and the reversion or reversions and the remainder or remainders and the rents, issues and profits thereof and the said flat and car parking space with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be and every part thereof **A N D** all the estate, right, title, interest, inheritance, use, trust, possession property, claim and demand whatsoever both at law and in equity of the Vendor into or upon the said flat and car parking space with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be unto and to the use of the **Purchaser** And all the deeds, pattahs, muniments, writings and evidences of title whatsoever relating to or concerning the same or any part thereof which now are or is or at any time heretofore were or was or may be in the custody, possession or power of the Vendor which the Vendor may or can procure the same without any action or suit at law **AND TO HAVE AND TO HOLD** the said flat and car parking space with common rights hereby granted, transferred, sold, conveyed, assigned and assured unto and to the use of the **Purchaser** absolutely forever and free from all encumbrances and the inheritance in fee simple in possession without any manner or condition use, trust or other things whatsoever to alter defeat, let or sub-let sell or make void the same.

**THE VENDOR AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER** as follows:-

- (a) The interest which the Vendor/ Developer do hereby profess to transfer subsists and that the Vendor/ Developer have good right, full power, absolute

authority and indefeasible title to grant, transfer, convey, assure and assign the said flat and car parking space and undivided share or interest of and in the land and hereditaments comprised in the said premises, staircases, corridors, electric installations, electrical wiring, fixtures and fittings as aforesaid in the said newly constructed building hereby granted, conveyed, transferred, assigned and assured unto the said **Purchaser** in the manner aforesaid.

- (b) It shall be lawful for the **Purchaser** from time to time and at all times hereafter to enter into, upon and enjoy the said flat and car parking space and impartible proportionate undivided share or interest in the land comprised in the said premises and to receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, claim or demand whatsoever from or by the Vendor/ Developer or any person or persons claiming through under or in trust for the Vendor/ Developer.
- (c) The said flat and car parking space and undivided impartible proportionate share or interest in the land comprised in the said premises is free from all charges, encumbrances, liens, lispensens or any attachments whatsoever and that the said land, messuages and premises is not subject to any litigation and there is no Case, Suit or proceeding pending before any Court of Law against the said flat and car parking space and the said undivided impartible proportionate share or interest in the land comprised in the said premises.
- (d) The Vendor/ Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the **Purchaser** make do and execute and or cause to be made done and executed all such further and other lawful and reasonable acts, deeds, matters and things whatsoever for better and more perfectly assuring and conveying the said flat and car parking space and the said undivided impartible proportionate share or interest in the land comprised in the said premises unto the **Purchaser** in the manner aforesaid as shall or may be reasonably required.

**THE PURCHASER DO HEREBY COVENANT WITH THE VENDOR/  
DEVELOPER** as follows:-

- (a) The **Purchaser** herein for the benefit of the building and other flat/ apartment therein and every part thereof do hereby covenant with the Vendor/ Developer and the Owners of the other flats/ apartments comprised in the said building that the **Purchaser** and all other persons deriving title under them will at all times hereafter observe the restrictions rules and regulations and conditions.
- (b) The **Purchaser** shall hold, occupy and enjoy the said undivided proportionate and impartible share or interest of the land hereby sold and conveyed in common and in consistent with the rights and interest of the Owners of other undivided shares in the said premises and in consistent with the rights of the Owners of the other flats in the said premises and all other person or persons lawfully entitled to and to use all areas, drains, sewers, water courses, water reservoirs now exist or hereafter to be erected and installed in the said premises and to pay proportionate share with the aforesaid Owners and other persons the cost of repairing and maintaining all such sewers, drains, pump sets and motor, water-courses and to use the same as aforesaid and in accordance with the rules and regulations, bye laws and terms and conditions of the Association/ Society to be formed by and between the **Purchaser** and the Owners of other flat/ apartment.
- (c) The **Purchaser** do hereby covenant with the Vendor/ Developer that the **Purchaser** shall at all times hereafter regularly and punctually pay or make payment of all Corporation Taxes and other outgoings, cesses and impositions, duties, levies which may be imposed or become payable in respect of the said flat and car parking space hereby sold, transferred, conveyed, assured and assigned unto the said **Purchaser**. The **Purchaser** shall also at any reasonable time from the date of execution of these presents or as early as possible apply for and obtain mutation of the said flat and car parking space from the Kolkata Municipal Corporation and shall also obtain separate assessment of the said flat.

- (d) To keep the said flat and car parking space and other parts, sewers, drains, ditches, pipes, cables, wires, conduits, gutters and appurtenances in good and reasonable repair.
- (e) To contribute and pay proportionate share of all expenses and outgoings to the Association/ Society upon formation as fully mentioned in the Fourth Schedule hereunder written.
- (f) So long the said flat is not separately assessed, to pay proportionate taxes, cesses and outgoings and other impositions in respect of the said flat and car parking space directly to the Authorities concerned.
- (g) To keep the said flat and other part walls, sewers, drains, pipes and entrances exclusively serving the said flat and car parking space in good condition.
- (h) The **Purchaser** shall become and remain the **member** of the Association or Society to be formed by the Owners of the other undivided shares/ flats in the said premises.
- (i) The **Purchaser** shall observe and perform strictly the terms and conditions, buy-laws and rules and regulations of the Association/ Society to be formed as aforesaid.

**IT IS FURTHER AGREED BY AND BETWEEN THE VENDOR/ DEVELOPER AND THE PURCHASER** as follows:-

- (a) That undivided proportionate share in the land of the said premises and the flat and car parking space hereby sold, transferred, conveyed, granted, assigned and assured unto and in favour of the **Purchaser** shall always remain impartible.
- (b) Until such time an Association/ Society is formed or incorporated the Vendor/ Developer shall continue to remain liable or responsible for rendition of common services and maintenances of the said building subject howsoever to the **Purchaser** making payment of the proportionate share of maintenance and other charges and expenses agreed to be paid by the **Purchaser** in respect of the maintenance and common services.

- (c) The **Purchaser** shall not throw or accumulate or allow to be thrown or accumulated any rubbish, tit-bits, night soils etc. in the common areas, passage, except the place fixed for the same.
- (d) The **Purchaser** shall be entitled to sell, transfer, gift or otherwise alienate the said flat and car parking space hereby granted, conveyed, transferred, assigned and assured unto the **Purchaser** to any person/ persons without any consent of the Vendor/ Developer or any other flat Owners/ occupiers at any price or Consideration, the **Purchaser** in **his/her** absolute discretion think fit and proper.
- (e) The **Purchaser** shall not create or permit to be created any annoyance or disturbance to the peaceful living of other flat/ apartment owners of the said premises.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(DESCRIPTION OF THE PREMISES)

**ALL THAT** piece and parcel of Bastu land measuring 7 (seven) Cottahs more or less together with a G+4 Storied Building erected thereon, lying and situate at Mouza Nayabad, J.L. No.25, R.S. No.3 under Touzi No.56, comprising C.S. Khatian No.5, R.S. Khatian Nos.145 & 146, appertaining to C.S. Dag No.31, R.S. Dag No.110, Police Station - Purba Jadavpur, lying within the limits of the Kolkata Municipal Corporation, Ward No.109, being Premises No.3821, Nayabad, Kolkata - 700099, vide Assessee No.31-109-08-9626-3, Sub-Registry/ A.D.S.R. Office Sealdah, District: South 24-Parganas together with all sorts of easement rights through and over the 40' feet wide Road adjacent to the said plot of land, which is butted and bounded as follows:-

**ON THE NORTH** : Part of R.S. Dag No.110.  
**ON THE SOUTH** : 40' feet Wide Road.  
**ON THE EAST** : Part of R.S. Dag No.110.  
**ON THE WEST** : Part of R.S. Dag No.110.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(DESCRIFTEON OF THE SAID FLAT & Car Parking Space)

one self contained residential flat **Flat No.** on the **Floor,** **Side** measuring super built up area of **Square Feet** more or less along with **one car parking space No.** on the **Ground Floor** measuring about **Square Feet** of the G+4 Storied Building together with undivided impartible proportionate share of land comprise in the First Schedule hereinabove with all common user rights thereto as set-forth herein below at the said Municipal Premises No.3821, Nayabad, Police Station - Purba Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, Ward No.109, A.D.S.R. Office Sealdah, District: South 24-Parganas together with all easement rights thereto and the said flat and car parking space hereby sold is delineated in the plan annexed hereto and depicted by **RED** border lines.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
DESCRIPTION OF COMMON AREAS

1. The entire land or space lying vacant within the said Premises.
2. The space within the building comprises of the entrance, boundary walls and main entrance.
3. The foundation column, girders, beams, supports, main walls of the building and the staircase and landing or all floors.
4. The installation for common services such as the drainage system in the premises, water supply arrangement in the Premises including water supply from the K.M.C.
5. Reservoir on the roof on the top floor of the building and underground water tank, motor pump, pipes and all other apparatus and installations in the Premises for common use, septic tanks, pits, drainage and sewerage lines thereto connected.
6. All the Owners shall be entitled to use the roof of the building at all times.
7. Electrical wiring, meters and electric installations and fittings including those as are installed for any particular Unit.
8. Underground water reservoir, water pump, water tank, water pipes and other common plumbing installations.
9. Electric wiring and lights over the stair case landing and main entrance.
10. Lift 4 passengers' capacity will be provided for common use.
11. Other parts of all the property at the said premises normally in common use.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

[Common Expenses / Maintenance Charges]

1. **COMMON UTILITIES** : All charges and deposits for supply, operation and maintenance of common utilities of the building.
2. **ELECTRICITY** : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.
3. **ASSOCIATION** : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.
4. **LITIGATION** : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
5. **MAINTENANCE** : All costs for maintaining, opening, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building].
6. **INSURANCE** : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities, if any.
7. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building.
8. **RATES AND TAXES** : Municipal Tax, Surcharge, Water Tax and other levies and taxes in respect of the said building save those separately assessed on the buyer/s.
9. **STAFF** : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments;

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

[Rights and obligations of the Purchaser/s]

**Absolute User Right:**

The Purchaser/s shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat of the building:

The common areas and amenities as described in the Fourth & Fifth Schedule herein before.

Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the Purchaser/s shall have to maintain the floor of the said flat, so that it may not cause leakage or slippery to the floor underneath.

Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the Purchaser/s shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the Purchaser/s shall restore forthwith such dug up holes or excavations at her own costs and expenses.

Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.

Mutating her name as owner of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.

Absolute proprietary rights such as the vendor/developer derives from their title save and except that of demolishing or committing waste in respect of the said property described in Schedule in any manner, so as to effect the Vendors/ Developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.

Sell, mortgage, gift, lease or otherwise alienate the said flat hereby conveyed.

To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the said property hereby purchased.

It is to be mentioned here that the shop/garage owner/s can use water through supply line from rooftop water reserve tank! The shop/garage owners must have to pay building maintenance charge along with flat owners to flat owner committee.

Shop, office owner/s can display their signboard without making any disturbance to the other shop/ office owner and flat owners. If any commercial space owner/s will use LPG, then they have to maintain all safety protection with own risk.

**Obligations :**

The Purchaser/s shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.

The Purchaser/s shall not store any rubbish or any other things in the stair case and the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.

The Purchaser/s shall not make any additions and alterations in the said flat, whereby the main building may be damaged, but the Purchaser/s shall be entitled to erect wooden partition in the flat for the purpose of her family requirement.

The Purchaser/s shall also pay his/ her proportionate share for insurance of the building for earthquake, fire, mob, violence and civil commotion along with maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.

Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building.

The Purchaser/s shall not fixed box grill & shade upon window & balcony & shall not change the design of grill recommended by promoter.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

[Easements and Quasi Easements]

1. The right of common parts for ingress in and egress out from the units or building or premises.
2. The right in common with the other Purchaser/s to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit and/or parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the unit as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit for the purpose of repairing as far as may be necessary for such repairing.

6. Such pipes, drains, wires and as aforesaid provided always that save in case of the emergency Purchaser/s shall be given prior notice in writing of the intention for such entry as aforesaid.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an Association/ Society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the Purchaser/s fulfilling her obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the Purchaser/s shall co-operate with the vendors/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

2. Upon formation of the Association/Society, the vendor/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the Purchaser/s or otherwise after adjusting all amounts his/her remaining due and payable by the Purchaser/s and the amounts so transferred henceforth be so held the Association/ Society under the account of Purchaser/s for the purpose of such deposit.
3. The Association/ Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the Vendor/ Developer for all liabilities due to non fulfilment of his/her respective obligations by the co-owners and/or the Association/Society.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seal on the day, month and year first above written.

**WITNESSES:-**

1.

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Signature of the Vendor

2.

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Signature of the Purchaser

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Signature of the Developer/  
Confirming Party

