

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this _____ day of _____, 2024 (Two Thousand Twenty Four);

BETWEEN

(1) SRI SAMIRAN CHAKRABORTY son of Late Bidhu Bhusan Chakraborty, having **(PAN- AOJPC6557R)**, by faith-Hindu, by Nationality – Indian, by occupation – Retired Person, residing at 230/125, New Colony Paschimpara, P.O. – Rahara, P.S. – Khardaha, Dist : North 24 Parganas, PIN – 700118, West Bengal, **(2) SRI SANJIBAN CHAKRABORTY** son of Late Bidhu Bhusan Chakraborty, having **(PAN- ACPPC0199R)**, by faith-Hindu, by Nationality – Indian, by occupation – Retired Person, residing at 230/125, New Colony Paschimpara, P.O. – Rahara, P.S. – Khardaha, Dist : North 24 Parganas, PIN – 700118, West Bengal, **(3) SMT. NAMITA BHATTACHARYA** wife of Sri Baruneswar Bhattacharya and daughter of Late Bidhu Bhusan Chakraborty, having **(PAN – ASSPB0885G)**, by occupation – House wife, residing at 13/6/A, I.C. Road, Madhyapara, P.O. – Rahara, P.S. – Khardaha, Dist : North 24 Parganas, PIN – 700118, West Bengal, **(4) SRI ABHIJIT CHAKRABORTY** son of Late Amalendu Bikash Chakraborty, having **(PAN- ADTPC7621D)**, by faith-Hindu, by Nationality – Indian, by occupation – Service, residing at 230/125, New Colony Paschimpara, P.O. – Rahara, P.S. – Khardaha, Dist : North 24 Parganas, PIN – 700118, West Bengal, hereinafter jointly called and referred to as the **LANDOWNERS/VENDORS** (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include their respective heirs, legal representatives, executors and assigns) of the **FIRST PARTY**.

The Land owners represented by their constituted attorney **M/S. S. S. ENTERPRISE** having **PAN – ADQFS7372A** a Partnership Firm having its Office at 142/2, Barasat Road, P.O. Nona Chandanpukur, P.S.

Titagarh, District:- North 24-Parganas, Kolkata- 700122, West Bengal, represented by its Partners, **1. SRI SALIL BISWAS (PAN No. AMRPB0576D)** son of Late Mahananda Biswas, by Religion- Hindu, by Occupation - Business, by Nationality- Indian, residing at 142/173, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata 700122, West Bengal and **2. SRI SUBARAN MONDAL (PAN No. BFYPM7105L)** son of Sri Datakarna Mondal, by Religion - Hindu, by Occupation -Business, by Nationality - Indian, residing at Newpukuria (Dakshin), P.O. Newpukuria, P.S. Beldanga, District:- Murshidabad, PIN 743133, West Bengal by virtue of a Registered Power of Attorney which was duly registered before A.D.S.R.O Sodepur and copied in Book No- I, Volume No-1524-2019, Pages from 28467 to 28499, Being No- 152400624 for the year 2019.

AND

M/S. S. S. ENTERPRISE having PAN – **ADQFS7372A** a Partnership Firm having its Office at 142/2, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata 700 122, West Bengal, represented by its Partners, **1. SRI SALIL BISWAS (PAN No. AMRPB0576D)** son of Late Mahananda Biswas, by Religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at 142/173, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata 700122, West Bengal and **2. SRI SUBARAN MONDAL (PAN No. BFYPM7105L)**, son of Sri Datakarna Mondal, by Religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at Newpukuria (Dakshin), P.O. Newpukuria, P.S. Beldanga, District:- Murshidabad, PIN 743133, West Bengal hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include the said

Firm its successors-in-office and/or representatives, executors and assigns) of the **SECOND PARTY**.

AND

(1) son of, having (PAN-.....), (AADHAAR –), by Faith - Hindu, by Nationality - Indian, by Occupation –, (2) wife of, having (PAN-.....), (AADHAAR –), by Faith - Hindu, by Nationality - Indian, by Occupation –, both are, P.O.-, P.S.-, District-....., Pin-, West Bengal, hereinafter called and referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PARTY**.

WHEREAS one Sri Bidhu Bhusan Chakraborty son of Late Kali Chandra Chakraborty on 09.04.58 purchased a plot of land measuring about 10 Cottahs 08 Sft. More or less along with 1.5 Ft. common drain being Plot No- "I" which is lying and situated at Mouza- Rahara, J.L. No- 03, Re.Su. No- 61, Touzi No- 184-190, comprised and contained in R.S. Dag No- 610 under R.S. Khatian No- 179 under P.S.- Khardah, in the District North 24 Parganas by virtue of a registered Sale Deed which was duly registered before S.R. Barrackpore and duly copied in Book No- I, Volume No- 24, pages from 144 to 147, being No- 1775 for the year 1958 from Ashutosh Bandyopadhyay, Sri Sudhir Kumar Bandyopadhyay, Sri

Indu Bhusan Bandyopadhyay, Sri Chandra Bhusan Bandyopadhyay, Smt. Amiyo Bala Debi and Smt. Gita Rani Debi.

AND WHEREAS by way Registered Sale Deed said Sri Bidhu Bhusan Chakraborty became the absolute owner of the plot of land measuring about 10 Cottahs 08 Sft. More or less along with 1.5 Ft. common drain being Plot No- "I" which is lying and situated at Mouza- Rahara, J.L. No- 03, Re.Su. No- 61, Touzi No- 184-190, comprised and contained in R.S. Dag No- 610 under R.S. Khatian No- 179 under P.S.- Khardah, in the District North 24 Parganas and he mutated his name before local municipality and seizing and possessing the same without any interruption from any corner.

AND WHEREAS enjoying the right, title and interest of the aforesaid property the said Bidhu Bhusan Chakraborty died intestate on 28.02.1977 leaving behind his wife namely Prafulla Bala Chakraborty (since deceased) three sons namely Sri Samiran Chakraborty, Sri Sanjiban Chakraborty, Sri Amalendu Bikash Chakraborty (since deceased) and two daughter namely Smt. Namita Bhattacharya & Smt. Nilima Chakraborty as his legal heirs and successors in respect of the properties left by him.

AND WHEREAS after the death of the said Bidhu Bhusan Chakraborty his legal heirs and successors namely Prafulla Bala Chakraborty, Sri Samiran Chakraborty, Sri Sanjiban Chakraborty, Sri Amalendu Bikash Chakraborty, Smt. Namita Bhattacharya & Smt. Nilima Chakraborty became the joint owners of the property left by him and while they jointly enjoying the right title and interest of the aforesaid property.

AND WHEREAS subsequently the said Amalendu Bikash Chakraborty while enjoying the right title and interest of the aforesaid

property along with his co-sharers died intestate on 02.06.1982 leaving behind his wife namely Smt. Niva Chakraborty and one son namely Sri Abhijit Chakraborty as his legal heirs and successors in respect of his share or interest of the aforesaid property and the said Prafulla Bala Chakraborty also died intestate on 28.02.1984 leaving behind her two sons namely Sri Samiran Chakraborty, Sri Sanjiban Chakraborty, two daughters namely Smt. Namita Bhattacharya & Smt. Nilima Chakraborty, and daughter-in-law namely Smt. Niva Chakraborty and one grandson namely Sri Abhijit Chakraborty as her legal heirs and successors in respect of her share or interest of the aforesaid property.

AND WHEREAS subsequently the said Smt. Nilima Chakraborty while enjoying the right title and interest of the aforesaid property along with her co-sharers died bachelor intestate in the year 1987 leaving behind her surviving Sri Samiran Chakraborty, Sri Sanjiban Chakraborty, Smt. Namita Bhattacharya, Sri Abhijit Chakraborty and Smt. Niva Chakraborty as her legal heirs and successors in respect of her share or interest of the aforesaid property.

AND WHEREAS one of the co-owner Sri Sanjiban Chakraborty filed a partition suit before the 1st Court of Civil Judge at Barasat vide Title Suit No- 138 of 2002 against Sri Samiran Chakraborty & others. And subsequently the dispute between the parties had been amicably settled out of Court and Sri Sanjiban Chakraborty was reluctant to proceed the suit further as a result on 14.12.2018 the said title suit be and the same was withdrawn by all the parties of the suit without liberty to sue afresh.

AND WHEREAS subsequently the said Smt. Niva Charkraborty while enjoying the right title and interest of the aforesaid property along with her co-sharers died intestate on 22.03.2015 leaving behind her only

son namely Sri Abhijit Chakraborty as her legal heirs and successors in respect of her share or interest of the aforesaid property.

AND WHEREAS by way of inheritance said Sri Samiran Chakraborty, Sri Sanjiban Chakraborty, Smt. Namita Bhattacharya and Sri Abhijit Chakraborty became the absolute joint owners of ALL THAT piece and parcel of land measuring an area of 10 Cottahs 08 Sft. More or less along with 1.5 Ft. common drain being Plot No- "I" which is lying and situated at Mouza- Rahara, J.L. No- 03, Re.Su. No- 61, Touzi No- 184-190, comprised and contained in R.S. Dag No- 610 under R.S. Khatian No- 179 under P.S.- Khardah, in the District North 24 Parganas and while enjoying the right title and interest of the same they mutated their names in the records of the Khardah Municipality and the said property was known reputed and numbered as Municipal Premises No- 230/125, New Colony under Ward No- 11 and they also recorded their names in the L.R. Settlement Records in L.R. Dag No- 1510 under L.R. Khatian No- 5468, 3227, 3111 & 141 respectively which is morefully described in the SCHEDULE – A hereunder written.

AND WHEREAS the above named land owners of the first part are jointly in respect of the property as mentioned in the First Schedule desirous to develop their property as described in the Schedule written hereunder by way of raising pucca multi-storied building (G+4) comprising of certain shop rooms and residential flat and garages upon the schedule property.

AND WHEREAS due to lack of fund of expenses the above named land owners of the First part is not in a position to materialize their desire as to affecting the development of their property as described in the schedule below.

AND WHEREAS the above named owners/vendors of the First Part have given an offer to the party of the Second Part to develop the said property by way of construction of a (G+4) multi storied building subject to the approval by the local Khardah Municipal Authority at the developer's own costs and in pursuance of the Building Plan as would be sanctioned by the Local Khardah Municipality.

AND WHEREAS the Party of the Second Part having immense experience as building and having sound financial capability has accepted the said offer of the party of the First Part so as to effecting development upon the said property as described in the Schedule below after having due satisfaction relating to be right, title and interest of the owner of the First Part over the Schedule property written hereunder on terms and conditions let down hereunder and has mutually agreed by and between the parties hereto.

AND WHEREAS subsequently land owners are entered into a Registered Development Agreement which was registered before A.D.S.R.O. Sodepur and copied in Book No. I, Volume No- 1524-2019, Pages from 29492 to 29534, Being No- 152400617 for the year 2019 and a Registered Power of Attorney which was registered before A.D.S.R.O. Sodepur and copied in Book No- I, Volume No-1524-2019, Pages from 28467 to 28499, Being No- 152400624 for the year 2019 under the terms and conditions contained therein to raise construction of a multi-storied building thereon so that the Owner hand over the possession of the said Scheduled mentioned land along with present dilapidated structure to the Developer herein..

AND WHEREAS the present owners/vendors view to develop the said plot of land and sanctioned a building Plan from Khardah Municipality.

AND WHEREAS as per the aforesaid building plan Developer have started at their own cost the process of erection and / or construction of the G+4 multi storied building including the common parts facilities and / or amenities therein situated and lying at 230/125, New Colony under Khardah Municipality under Ward No. 12 and the present owners/ vendors have expressed their desire to sell the portion or portions of the said building after completion on “Ownership basis”.

AND WHEREAS the Purchasers has inspected and satisfied with the title deeds of Land Owners sanctioned Building Plan and other necessary papers relating to the said land and being satisfied have agreed.

AND WHEREAS the Purchasers herein has inspected and is satisfied with the construction of the said multi-storied building and all relevant documents of the said property of the Vendors/Developers herein and also the title and sanctioned plan in the name of the Vendors and also the Developers, thereafter Purchasers have agreed to purchase a **Flat** being No. "....." on the **Floor**, side, **Block-.....**, measuring about **Covered area** **Sq.Ft** or **Super Built up Area** **Sq.Ft.** more or less of the said building namely "**BIDHU APARTMENT**" together with undivided proportionate share in the common areas and facilities, amenities at a total cost of **Rs./- [Rupees] only** for the said Flat under the terms and conditions hereinafter appearing to which the Developers has agreed.

AND WHEREAS the Purchasers have agreed to purchase a **Flat** being No. "....." on the **Floor**, side, **Block-.....**, measuring about **Covered area** **Sq.Ft** or **Super Built up Area** **Sq.Ft**. more or less. The Purchasers have now approached to the Developers as well as the Power of Attorney Holder including the owners above named for acquiring all that the Units being **Flat** being No. "....." on the **Floor**, side, measuring about **Covered area** **Sq.Ft** or **Super Built up Area** **Sq.Ft**. more or less amounting to a total consideration amount of **Rs.**/- **[Rupees**] **only** forming part of the Developer's allocation (morefully and particularly described in the Second Schedule hereunder written) together with proportionate share in the common parts and common facilities to be determined by the Developers at the time of making over possession of the said Unit / Flat and together with the proportionate share in the land comprised in the said premises and attributable to the said Unit / Flat (hereinafter collectively referred to as the SAID UNIT) for the consideration and on the terms and conditions hereinafter appearing .

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

In pursuance of the said agreement and in consideration of sum of **Rs.**/- **[Rupees**] **only** paid by the Purchasers to the Developers in manner stated in the memo of consideration appended below [the receipt whereof the Developers doth hereby as well as by the receipt hereunder written. admit and acknowledge and from the same and every part thereof doth hereby acquit, release and forever discharge the said proportionate share or interest in the said property represented by **Flat** being No. "....." on the **Floor**,

..... side, measuring about **Covered area** **Sq.Ft** or **Super Built up Area** **Sq.Ft.** more or less with the undivided proportionate share or interest in the said comprised in the demised property more fully and particularly described **SECOND SCHEDULE** hereunder written (hereinafter referred to as the proportionate share) of land and in **ALL THAT** the piece and parcel of land measuring **10 (Ten) Cottah 08 (Eight) Sq.Ft.** more or less together with multi-storied residential cum commercial building known as "**BIDHU APARTMENT**" along with all fixture and fittings if any together with all easement right, lying and situated at **Mouza – Rahara, J.L. No.3, Re. Su. No. 61, Touzi No. 184-190,** comprised and contained in R.S. Dag No. 610, corresponding to **L.R. Dag No- 1510** under R.S. Khatian No. 179, corresponding to **L.R. Khatian No. 5468, 3227, 3111 & 141,** within the local limits of Khardah Municipality, **Holding No. 230/125, New Colony** under **Ward No-11,** within the jurisdiction of A.D.S.R.O. Barrackpore presently Sodepur, under P.S. – Khardah, District – North 24 Parganas more fully and particularly described in the **FIRST SCHEDULE** hereunder written and the Developers herein has constructed the unit for and on behalf of the Purchasers as per said sanctioned plan duly sanctioned by the Khardaha Municipality and in further consideration of the Purchasers agreed to comply with all the terms and conditions covenants and situations mentioned herein below **TOGETHR WITH** the right to use the common parts with the Owners and/or occupier of the other portions of the Building more fully and particularly described in the **THIRD SCHEDULE** hereunder written and in further consideration of the payment as specified in the **FOURTH SCHEDULE** hereunder written **TOGETHER WITH** right to use common passage of the said building with the Owners and/or Occupier of the said building for the purpose of egress and ingress or

HOWSOEVER OTHERWISE the said proportionate share or any part thereof were or was situated or bounded called, known, numbered, described or distinguished **TOGETHER WITH** all the walls, yards, compound, way, paths passages water sources and other rights, liberties, privileges, easements, appendages and appurtenances whatsoever to the said proportionate share belonging or in any view appertaining thereto or usually held used occupied or enjoyed therewith or known as part or parcel thereof **AND THE REVERSIONS REMAINDERS AND THE RENT ISSUES AND PROFITS OR AND** in connection with the said proportionate share **AND ALL** the estate right, title, interests, claims and demand whatsoever of the Vendors into or upon the said proportionate share **AND ALL OTHER RIGHTS** herein comprised and hereby sold, granted, conveyed, transferred, assigned and assured and/or interested so to be the every part or parts thereof respectively **TOGETHER WITH** there and every part of their respective rights, appurtenances whatsoever to and unto the Purchasers free from all encumbrances, trust, liens and attachments **TOGETHER WITH** easements or quasi-easements and other stipulations and provision in connection with beneficial use and enjoyment of the said proportionate share and **TO HAVE AND TO HOLD** the said proportionate share and all other rights, here sold, granted, conveyed, transferred, assigned and assured as every part thereof respectively absolutely and forever.

THE VENDORS AND THE DEVELOPERS DO AND EACH OF THEM DOTH HEREBY CONVENANT WITH THE PURCHASERS:

[a] That notwithstanding any act deed or thing whatsoever heretofore done committed or knowingly suffered by the Vendors and the Developers to the contrary the Developers are lawfully and absolutely

seized and possessed of or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

[b] That the Developers have good rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said proportionate undivided share in the said land and the said flat and every part thereof unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these present.

[c] That the Land Owners / vendors and the developers shall have no right over the roof after delivery of building and original documents related to this property in favour of flat owners or flat owner's association. The developers have every right to amalgamate the adjacent plot of any side of the land at any time for construction purpose and the mandatory open space of the building shall be treated as common space in future.

[d] That it shall be lawful for the Purchasers at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said flat and receive the rent issues and profits thereof without any lawful eviction, interruption hindrance, disturbance, claim or demand, whatsoever from or by the Developers or any person or persons having or lawfully or the Developers or any person or persons having or lawfully or equitably claiming any estate right, title and interest whatsoever in the said proportionate undivided share in the said land, and the flat from under through or in trust for the Developers and free clear and freely and clearly

and absolutely acquitted exonerated and forever discharged or otherwise by the Developers well and sufficiently saved defended kept harmless and indemnified or from the against all charge lispens and encumbrances, whatsoever made done executed or knowingly suffered by the Vendors and the Developers.

[e] That the Developers all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said proportionate share in the said flat from through under or in trust for the Vendors and the said flat from through under trust for the Vendors and the Developers shall and will from time to time and all times hereafter at the request and cost of the Purchasers does make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

THE PURCHASERS DOTH HEREBY COVENANTS WITH THE VENDORS AND THE DEVELOPERS AS FOLLOWS :

[a] That the Purchasers shall maintain at their own cost the unit hereby sold and conveyed in good condition.

[b] The Purchasers shall keep the walls of the said unit and partition walls, sewers, drains, pipe and other fittings and fixture appurtenances thereto belonging in good tentable repair and condition as in particularly so as to support, shelter and project and parapets and other portion of the building besides the said unit.

[c] That the Purchasers shall not use the unit for any purpose other than for residential purpose and shall not store or allow to be stored any inflammable goods other than domestic use.

[d] That the Purchasers shall not any time demolish or cause to be demolished, damage or cause to be damaged the unit or any part thereof which will weaken the main structure of the building or do any such thing without approval of Vendor's/Developer's Architects and Engineers.

[e] Upon the formation and registration of the said Society/Association the respective obligations and convenience of the Vendors, the Purchasers and all other person and parties owning other units in the said building herein contained shall cease and shall vest in the Society/Association.

[f] The Purchasers, their servants and agents shall not in any way obstruct or cause to be obstructed the common passages, landings, staircase of the said property not store therein any rubbish or other materials.

[g] From the date of delivery of possession of the said premises and/or unit or flat the Purchasers shall have to pay the proportionate share of monthly maintenance charges for service and maintenance of common parts, common easements, etc. as mentioned in the Fourth Schedule hereto.

[h] So long as the said premises shall not be separately assessed for Municipal Taxes, the Purchasers shall pay the proportionate share of the Municipal Taxes, rates [both owner and occupier] Surcharge if any assessed on the said property and the building thereon.

[i] The Purchasers shall be allowed to install or affix any name plate, signboard in the place specified for the purpose in the said building.

[j] That, the Purchasers shall pay monthly lift maintenance charges compulsorily whether they use the lift or not.

[k] That the Purchasers shall have absolute right to sell, mortgage, gift, lease or any kind of transfer the said flat hereby sold, conveyed, granted, transferred including the super built-up area.

[l] That the Purchasers shall not throw or accumulate dirt, rubbish, rags or other refuses or permit the same to be thrown or allow the same to be accumulated in their flat or in the compound or any portion of the said building.

[m] That the Purchasers shall have the common right of use and enjoyment of the roof of the top floor of the building and the Purchasers their heirs, executors, administrators, representatives, assigns shall not claim any right for further construction on the roof for any purpose.

(n) The Vendors and the Developers will support any application made by the Purchasers for mutation of the name of the Purchasers on the flat hereby sold and will at the cost of the person requiring the same to do all that may be required to do for obtaining mutation in favour of the Purchasers.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Total Property)

ALL THAT piece and parcel of Bastu Land measuring **10 (Ten) Cottah 08 (Eight) Sq.Ft.** be the same a little more less which is lying and situated at **Mouza – Rahara**, J.L. No.3, Re. Su. No. 61, Touzi No. 184-190, comprised and contained in R.S. Dag No. 610, corresponding to **L.R. Dag No- 1510** under R.S. Khatian No. 179, corresponding to **L.R.**

Khatian No. 5468, 3227, 3111 & 141, within the local limits of Khardah Municipality, **Holding No. 230/125, New Colony** under **Ward No-11**, within the jurisdiction of A.D.S.R.O. Barrackpore presently Sodepur, under P.S. – Khardah, District – North 24 Parganas. Which is butted and bounded by:-

ON THE NORTH : Land of Titagarh Municipality.

ON THE SOUTH : 1'6'' Common Drain & thereafter 12Ft.
Common Passage.

ON THE EAST : 1'3'' Common Drain & thereafter Plot
No- 'J', 'K' & 'L'.

ON THE WEST : Plot No- 'G' & 'H'.

SECOND SCHEDULE ABOVE REFERRED TO

[Description of the said FLAT is sold]

ALL THAT piece and parcel of Self contained residential **Marble Flooring Flat** being No. "....." on the **Floor**, side, measuring about **Covered area** **Sq.Ft** or **Super Built up Area** **Sq.Ft.** more or less, consisting of (.....) **Bedroom**, (.....) **Drawing cum Dining**, (.....) **Kitchen**, (.....) **Toilet**, (.....) **Bath**, (.....) **W.C.**, (.....) **Balcony**, marked by **RED Border** in the annexed **Site Plan** with **Lift Facility** together with common portions, areas and facilities, that specification more fully described in the Third Schedule, having undivided impartible proportionate share in the land more specifically described in the First Schedule and/or common facilitated of the Ground plus three Storied building namely **"BIDHU APARTMENT"**, situated and standing on the land more fully stated in the First Schedule, being municipal **Holding No. 230/125**,

New Colony under **Ward No-11**, within the jurisdiction of A.D.S.R.O. Barrackpore presently Sodepur, under P.S. – Khardah, District – North 24 Parganas, Kolkata – 700119. The sold Flat delineated with ‘**RED**’ border line in the **MAP** or Plan annexed herewith and annexed plan will be treated as a part and parcel of this **DEED**. Which is butted and bounded as follows:-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :;

ON THE WEST :;

THE THIRD SCHEDULE ABOVE REFERRED TO :

[common portions, areas and facilities include]

- a] The said land described in the first schedule hereinabove written.
- b] The foundation, columns, girders, beams, supports, main walls, stair, stair case, lift and entrances and exists of building.
- c] Concealed electrical wiring and fitting and fixtures for lighting in the staircase, common passage, lift and other common areas in the building and the said land.
- d] Drains and sewers from the building to the Municipal ducts.
- e] Staircase and lobbies of marble flooring having lighting fixtures.
- f] Water pump and meter together with the space required therefore, deep tube well, overhead tank and distribution pipes from the tank to different units and from deep tube well to the tank and water purifier room.

g] Water and evacuation pipes from the units to drains and sewers common to the building.

h] Boundary walls and main gate at said land.

It is clarified that the common portion shall include the open space reserved in the said land surrounding the said building left open as per building regulations. The roof and the parapet walls of the building will also be a part of common portion for the co-owner of the building. The co-owners are not entitled to make any kind of temporary or permanent construction on the roof of the building and/or the common passage.

i] Common Two Wheeler Parking.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

[Cost of maintenance of common service or facilities]

1. Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters, fresh and rain water pipe, drains, sewerage and water storage tanks and electric wires, motors, generators, lift and other applications and passages in or under or upon the building and enjoyed or used by the Purchasers in common with the other occupiers of flat and main entrance passage landing staircase of the building enjoyed by the Purchasers or used by him in common as aforesaid and boundary walls of the building, compound, terraces etc.

2. Cost of cleaning and lighting the passage, landing, staircase and other parts of the building as enjoyed or used by the Purchasers in common as aforesaid.
3. Cost of maintenance and decorating the exteriors of the building.
4. Cost of working and maintenance of light and service charges.
5. Municipal rates and taxes, save those separately assessed for individual unit.
6. Premium of insurance of the building.
7. Costs and charges of establishment for maintenance of the building and the said salaries of all persons employed for the same purpose.
8. The office expenses incurred for maintaining the flat for common purpose.
9. All other expenses and outgoing as are deemed by the Developers to the necessary incidental for and regulating interest and/or the rights of the Purchasers and occupiers including the Developers and the owners or co-shares.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

[Easements]

The Purchasers and other co-owners shall be entitled to all right privileges, vertical and lateral supports, easements, quasi-easements, appendages and/or appurtenances whatsoever belonging to and/or any wise appertaining to their respective flat/ apartment or the roof or the building or

therewith usually held , used, occupies or enjoyed or reputed to be known as part hereafter morefully specified.

1. The right to access in common with the co-owners of the building at all times and for all normal domestic purpose connected with the use and enjoyment of the said flat/ apartment and other flat /apartments in the said building.

2. The right of way in common as aforesaid and at all times and for all purposes connected with the reasonable use and enjoyment of the respective flat of the co-owners comprised within the said building and the said land.

3. The right of paths and passages in all the common portions for Gas, Electricity, Water from and to the respective flat of the co-owners and the roof of the building through pipes, drains, wires and conduits lying or being in under through or over the said building and the said land as they may be reasonably necessary for the beneficial occupation of the Areas of the co-owners for all purpose whatsoever.

4. The right of passage of utilities including connection for Telephones, Television pipes, cables, conduits etc. through each and every part of the building including the said unit.

5. Right to support, shelter and protection of each portion of the building by other and/or other thereof as far as they protect the same.

6. The absolute unfiltered and unencumbered right over the common portions subject to the terms and conditions herein contained.

7. Such right, supports, easements and appurtenances as usually held, used, occupied or enjoyed as part or parcel of the said unit.

8. Right to install television antenna on the stair cover of the roof of the building without in any manner disturbing any co-owners entitled exclusively to the same.

9. The right with or without workmen are necessary supply of materials of the Purchasers to enter from time to time upon the other parts of the building including the other units for the purposes of repairing so far as may be necessary such pipes, drains, wires and conduits and for the purpose of rebuilding repairing or cleaning any part or portions of the said building, in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entries.

10. The right to use stair case and lift in common with co-owners of the building.

IN WITNESSES WHEREOF the parties herein have hereunto set and subscribed their respective signatures and seals on this the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE PARTIES IN THE PRESENCE OF :

1.

2.

Signature of the Owners/
Vendors

Drafted and prepared by :-

(.....)

Advocate,
..... Court.
En :.....

Signature of the Developers

Typed by :

(.....)

Signature of the Purchasers

RECEIVED Rs./- [Rupees]
only from the within named Purchasers being full and final consideration
money as per following memo:

MEMO OF CONSIDERATION :

<u>Date</u>	<u>Cash/Draft Cheque No</u>	<u>Issuing Bank/Branch</u>	<u>Amount (Rs.)</u>
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Total : Rs...../-

[Rupees] only.

WITNESSES :

1.

2.

Signature of the Developers