

DEED OF CONVEYANCE

(Sale Deed)

THIS DEED OF CONVEYANCE MADE ON THIS DAY OF,
2026 (TWO THOUSAND AND TWENTY-SIX)

BETWEEN

1

MR. NETAI ROY, (PAN No.: AGFPR4332M), (Aadhaar No. 743869875599), (Ph No. 9830467691), son of Late Sunil Roy, by nationality Indian, residing at 85, S.K. Deb Road, P.O. Sree Bhumi, P.S.: Lake Town, District. North 24 Parganas, West Bengal, Pin Code: 700048, hereinafter called the **"VENDOR/LAND OWNER"**, North 24 Parganas (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators and legal representatives) of the **FIRST PART**.

AND

MR..... (PAN NO.), (AADHAAR.....) Son of Sri Tapan Chandra Dutta, by faith- Hindu, by occupation- service, by nationality- Indian, residing at, P.O....., P.S..... Dist:....., West Bengal, Pin-, West Bengal, hereinafter referred to as the **"PURCHASER"** (which expression unless excluded by or repugnant to the context shall mean and include his heirs, executors, administrators, nominees, legal representatives and assigns) of the **SECOND PART**.

WHEREAS

1. **THAT** One Babu Lal Bera was the owner of a land measuring about 0.73 Acres more or less which is lying and situated at Mouza-Dakshindari, J.L. No. 25, P.S. Lake Town, comprised in Dag No. 752, 753 and 754, Khatian No. 209, District - North 24 Parganas, Pin Code - 700048.
2. **THAT** said Babu Lal Bera died intestate on 17.09.1937, leaving behind him his wife Charubala Dasi, and only daughter namely Kishori Bala Dasi as his heirs.
3. **THEREAFTER**, said Charu Bala Dasi and her daughter filed a Title Suit before the District Delegate 24 Parganas, being Case No. 28 with a prayer to sell the said landed property.
4. **THEREAFTER**, Ld. District Delegate by accepting the prayer of Charu Bala Dasi & Others, passed an order on 01.10.1942 and gave permission to sell the landed property.
5. **THEREAFTER**, said Charu Bala Dasi & Others on 06.10.1942 by a Bengali Kobala, sold and transferred the said landed property to one Susanta Chandra Ghosal, registered at the office of SR-Cossipore Dum Dum, recorded in Book No. 1, Vol. 33, Pages: 120 to 124, being No. 1662 for the year 1942.
6. **THEREAFTER**, said Susanta Chandra Ghosal died intestate on 18.12.1952, leaving behind him his wife Malati Ghosal as his only heir and she became the absolute owner of the said landed property after the enactment of the Hindu Succession Act, 1956.
7. **THEREAFTER** said Malati Ghosal on 01.09.1962, recorded her name in the records of the BL & LRO on a land measuring about 0.53 Acres more or less out of the total

land measuring about 0.73 Acres under Das Nos. 752, 753 and 754 in the Mouza-Dakshindari, Khatian No. 209.

8. That said Malati Ghosal sold 1 Bigha 16 Katha land to one Madhab Chandra Kundu by virtue of Deed No. 7591 for the year 1962 registered at the office of SR - Cossipore Dum Dum, one dated: 01.09.1962, recorded in Book No. I, Vol. 110, Pages: 107 to 114, Being No. 7591 for the year 1962.
9. Thereafter, said Madhab Chandra Kundu divided the said land into several plots with an intention to sell to the various suitable Purchaser/s. THEREAFTER, said Madhab Chandra Kundu divided the said land into several plots namely 1,2,3,4, etc. with an intention to sell to the various suitable Purchaser/s.
10. **THAT** of such demarcate **plots being No. 9**, a land measuring **about 1 Cottah 12 Chittack 4 sq.ft.** more or less respectively under Dag Nos. 752/753/754 said Madhab Chandra Kundu sold and transferred the said land measuring about 1 Cottah 12 Chittack 4 sq.ft. under the Bengali Kobala, was registered at the office of SR - Cossipore Dum Dum, Vide Deed No. 4157 of 1965 dated: 09.05.1965, recorded in Book No. I, Vol. 61, Pages: 218 to 221, Being No. 4157 for the year 1965 to one Ashutosh Paul, upon the consideration mentioned therein.
11. **WHEREAS** by a Conveyance executed and registered on the 7th day of May, 1965 in the office of the sub-Registrar at Cossipore Dum Dum, in Book-I, Being No. 4157, for the year 1965, one Ashutosh Paul acquired by purchase a piece or parcel of land measuring one Katha Twelve chataks and Four Square feet, more or less, lying and situate within Mouza: Dakshin Dari, P.S. Dum Dum, Dist. 24-parganas, within the South Dum Dum Municipality, Dihipanchannagram, appertaining to C.S. Khatian no. 209 and 210, R.S. Khatian no. 209, C.S. Dag no. 752, 753 and 754 together with the right of user of the common passage.
12. **AND WHEREAS** to construct a brick-built dwelling house on the said piece of land, the Ashutosh Paul secured House Building loan from the President of India by executing a Mortgage Deed in favour of the President of India, for the security of repayment of the Mortgage-debt;
13. **AND WHEREAS** Mr. Ashutosh Paul applied to the South Dum Dum Municipality and obtained the Sanctioned Plan Vide No. 379 dated 22.10.1961. and subsequently applied for 1st Floor Plan vide Sanctioned Plan No. 2 dated 26.04.1985.
14. **AND WHEREAS** the said Mortgage Deed was registered in the office of the sub-Registrar of Cossipora Dum Dum in Book no. I, Volume No. 57, Pages 61 to 63 Being No. 5822 for the year 1966;
15. **AND WHEREAS** the aforesaid House Building loan was repaid and the Deed of Reconveyance was registered in the office of the sub-registrar of Cossipore Dum Dum in book No. I, Volume No. 49, pages 132 to 134, Being No. 23380 for the year 1978;
16. **AND WHEREAS** the old Holding No. 32/1 of the said Dwelling house 235A, Sailendra Krisina Deb Road has been revised as Holding No. 36 Fifth Bye Lane, S.K. Deb Road, South Dum Dum Municipality.
17. **AND WHEREAS** the said dwelling house was free from all encumbrances liens debts charges and attachment and is in marketable condition and in the khas possession of the Ashutosh Paul;
18. **AND WHEREAS** said Ashutosh Paul executed a Deed of settlement on 29th day of April 1985 stating the provision and made Tushar Kanti Paul as Beneficiary and after fulfilling all the terms and condition and after said demise of Late Ashutosh Paul on

01.12.1998 and Late Lilabati Paul on 11.11.1994, Tushar Kanti Paul became absolute owner of the property.

19. **AND WHEREAS** Tushar Kanti Paul become the owner of the bellow Schedule Property by Virtue of **Deed of Settlement dated: 29.04.1985**, was registered at the office of Cossipore Dum Dum, **Vide Deed No. 6388 of 1985**, recorded in Book No. 1, Vol. 92, Pages: 30 to 39, **Being No. 6388 for the year 1985 and** mutated the property in South Dum Dum Municipality vide Certificate No. A-3718 dated 16.02.2010 and Paying tax regularly against Assessment No. 120290152770 Old No. 58275 in holding No. 45, S.K.Deb Road 5TH Bye Lane, in Ward No. 31.
20. **THAT** Tushar Kanti Paul sold his entire property in favour of the Land Owner by virtue of DEED OF CONVEYANCE, executed and registered on 17th day of March 2023 in the office of the A.D.S.R Bidhannagar vide **Deed No. I-150400623/2023**, recorded in Book No. I, Volume No. 1504-2023 Page No: 25196 to 25216, being No. 150400623 for the Year 2023 and Land Owner Became absolute owner of the Property.
21. That Madhab Chandra Kundu sold two of such demarcate plots being No. 8 & 8A, a land measuring about 2 Cottah 8 Chittack 3 sq.ft. more or less and 8 Chittack 20 sq.ft. more or less respectively in total measuring about **3 Cottah 23 Sq.ft.** more or less under Dag No. 754 to one Lokenath Dey.
22. Thereafter, said Madhab Chandra Kundu sold and transferred the said total land measuring about 3 Cottah 23 sq. ft. under the two different Bengali Kobalas, both were registered at the office of SR - Cossipore Dum Dum, one dated: 23.10.1962, recorded in Book No. I, Vol. 120, Pages: 107 to 111, Being No. 8550 for the year 1962 and other one dated: 14.03.1964, recorded in Book No. 1, Vol. 37, Pages: 10 to 14, Being No. 1658 for the year 1964 to one Lokenath Dey, upon the consideration mentioned therein.
23. Thereafter, said Lokenath Dey sold and transferred his said subject land to Susil Kumar Mukherjee, Santanu Kumar Mukherjee and Surat Kumar Mukherjee under a Bengali Kobala dated: 09.02.1966, which was registered at the office of SR - Cossipore Dum Dum, recorded in Book No. 1, Vol. 30, Pages: 9 to 16, Being No. 1090 for the year 1966, upon the consideration mentioned therein.
24. Thereafter, said Susil Kumar Mukherjee died intestate on 18.02.1983, leaving behind him his three sons namely Santanu Kumar Mukherjee, Surat Kumar Mukherjee and Sanat Kumar Mukherjee and two married daughters namely Suroma Chatterjee and Purnima Banerjee as his heirs and they jointly inherited the undivided 1/3 share of their father, Susil Kumar Mukherjee, in the said subject land measuring about 3 Cottah 23 Sq. ft. more or less.
25. In view of the above circumstances, following are the joint owners of undivided share in the said subject land measuring about 3 Cottah 23 sq. ft. more or less :-
 - I. Santanu Kumar Mukherjee
 - II. Surat Kumar Mukherjee
 - III. Sanat Kumar Mukherjee
 - IV. Suroma Chatterjee
 - V. Purnima Banerjee
26. Thereafter, the aforesaid joint owners jointly sold and transferred undivided ½ half share of the total land alongwith Building to one Sarala Todi under a Deed of Conveyance dated: 01.07.1997, which was registered at the office of ADSR -

Bidhannagar, Salt Lake, recorded in Book No. I, Vol. 93, Pages: 69 to 88, Being No. 3354 for the year 1997, upon the consideration mentioned therein.

27. Thereafter, aforesaid joint owners also jointly sold and transferred another undivided $\frac{1}{2}$ half share of the said land measuring about 3 Cottah 23 sq.ft. more or less alongwith Building to one Vidya Bajaj and Deepak Bajaj, under a Deed of Conveyance dated: 01.07.1997, which was registered at the office of ADSR - Bidhannagar, Salt Lake, recorded in Book No. 1, Vol. 93, Pages: 89 to 108, Being No. 3355 for the year 1997, upon the consideration mentioned therein.
28. Thereafter, by a **Deed of Conveyance** dated: **07.12.2018**, said **Sarala Todi**, sold and transferred her undivided share to **ALOK BAJAJ (HUF)**, which was registered at the office of **ARA-IV Kolkata**, recorded in Book No. I, Vol. 1904-2018, Pages: 496379 to 496403 **Being No. 12758 for the year 2018**, upon the consideration mentioned therein.
29. Under the aforesaid facts, the following are the joint owners of undivided respective share each in the said plot of land :-
 - I. Vidya Bajaj
 - II. Deepak Bajaj
 - III. ALOK BAJAJ (HUF)
30. Thereafter, they jointly mutated their names in the records of the South Dum Dum Municipality and they have been allotted a Holding No. 147, S.K. Deb Road, Pin Code - 700048, District - North 24 Parganas, Premises No. 66, S.K. Deb Road, 5th Bye Lane, P.S. Lake Town, P.O. Sreebhumi.
31. Thereafter, said **Vidya Bajaj** gifted her undivided share in the said Land and Building to her son **Alok Bajaj** under a **DEED OF GIFT** dated 14.04.2022, which was registered at the office of **ADSR-Bidhannagar**, recorded in Book No. I, Vol. 1504-2022, Pages: 133763 to 133781, **Being No. 03055 for the year 2022**, upon the consideration of natural love and affection to her son Alok Bajaj.
32. Therefore, in view of the above, the following are the Present owners of undivided respective shares :-
 - I. Alok Bajaj
 - II. Deepak Bajaj
 - III. Alok Bajaj (HUF)
33. That the aforesaid present joint owners sold the said Land measuring **3 Cottah 23 sq. ft.** more or less together with an old structure thereon at Mouza - Dakshindari, J.L. No. 25, P.S. Lake Town, P.O. Sreebhumi, comprised in RS Dag No. 754, RS Khatian No. 209, within the limits of South Dum Dum Municipality, Ward No. 31, Holding No. 147, S.K. Deb Road, Pin Code - 700048, District North 24 Parganas, Premises No. 66, S.K. Deb Road, 5th Bye Lane, P.S. Lake Town, P.O. Sreebhumi District - North 24 Parganas property in favour of the Land Owner by virtue of DEED OF CONVEYANCE, executed and registered on **27TH DAY OF JUNE, 2023** in the office of the A.D.S.R Bidhannagar vide **Deed No. I-150401626/2023**, recorded in Book No. I, Volume No. 1504-2023 Page No: 65496 to 65517, being No. 150401626 for the Year 2023 and Land Owner Became absolute owner of the Property.
34. THAT the Land Owner Mutated and Amalgamated the Schedule Premises in SOUTH DUM DUM MUNICIPALITY vide Certificate No: **STDD/23-24/MU/005536/121577** and Obtain **Amalgamated Holding no: 45, Street -S.K. DEB ROAD 5THBYE LANE**

- of Ward No.- 31 of Land measuring about **4Cottah, 12 Chittak and 23 Sq. Ft.** more or less together with an old structure thereon at Mouza - Dakshindari, J.L. No. 25, P.S. Lake Town, P.O. Sreebhumi, comprised in LR & RS Dag No. 752, 753, 754, RS Khatian No. 209, L.R Khatian No. 409 & 410 within the limits of South Dum Dum Municipality, Ward No. 31, Amulgamated Holding No. 45, S.K. Deb Road 5TH Bye Lane, Pin Code - 700048, District North 24 Parganas described in the **Schedule "A"**.
35. That the Land Owner obtain the Sanction Plan in the Land described in Schedule "A" vide Sanction Plan No.....Dated.

NOW the Land-Owners and Vendors agreed to sell after getting possession from the developer and the Purchaser (herein) after being satisfied about the title of the Land-Owners in respect of the said property and after inspection of the relevant Papers, deeds, documents and the building sanctioned plan have agreed to purchase **Flat admeasuring Sq. Ft. Carpet Area**, being the **Flat No.:**, on the **..... Floor**, together with undivided proportionate share in the land of the premises and right together with all advantage, benefits, and proportionate common right of all areas, paths, passages, corridors, lavatories, drains and sewages etc., of the building & premises more fully and particularly described in all the Schedules below and marked with **"RED"** border, on the floor plan attached hereto, at a consideration price of **Rs./- (Rupees Only)** free from all encumbrances, under the terms and conditions hereinafter appearing to which the parties hereto have agreed.

NOW THIS INDENTURE WITNESSETH That in pursuance of the agreement and in consideration of sum of **Rs./- (Rupees Only)** including cost of EDC, truly paid by purchaser to the vendor as per memo below (receipt of which sum is Hereby admitted and acknowledged) and of land from the payment of the same or ever release, discharge and acquit the **Purchasers** for the said flat/unit and properties appurtenant there to and the Land-Owners do hereby grant, convey, transfer assign and assure the said Flat and Car Parking Space if Any /unit **TOGETHER WITH** impartible proportionate share in the land contained in the premises more fully and particulars described in the schedule "B" hereto **TOGETHER WITH** the exclusive right to own, use and occupy the said flat/unit morefully described in the Schedule "B" hereto and Delineated in the map or plan annexed hereto and bordered **"RED"** thereon **AND** also the proportionate right to own, use the common areas more fully described in the schedule "C" hereto, in common with the co-owners and/or occupiers of the new building and **TOGETHER WITH** the rights and properties appurtenant thereto free from all encumbrances **BUT SUBJECT TO** the obligation to have the said unit and the common areas, so constructed which area all hereafter as well as collectively called the said proportionate share of land and the rights and properties appurtenant thereto **AND** the reversion or reversions, remainder or remainders and the rents, issues and profits of the said share and rights and properties appurtenant thereto and other rights hereby conveyed **AND** all the estate rights, title, interest, property claim and demand whatsoever of the Land/Owners into or upon the said proportionate share of land and rights and properties appurtenant thereto and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assure or expressed or intended also to be and every part or parts thereof respectively or arising

out there from **AND TOGETHER FURTHERWITH** all rights, liberties and appurtenances whatsoever to and unto the Purchasers, free from all encumbrances, trusts, liens, *lispendens* and attachments whatsoever (save only those as are expressly mentioned herein) **AND TOGETHER FURTHER WITHSUBJECT TO** the easement or quasi-easements and other stipulated and provisions in connection with the beneficial common use and enjoyment of the premises, the land and the new building, by the **Purchasers** and the Co-owners as mentioned in the Third Schedule hereto **TO HAVE AND TO HOLD** the said proportionate share of land and the rights and properties appurtenant thereto and all other benefits and the rights hereby granted, sold, conveyed, transferred, assigned and assure or expressed or intended so to be and every part and parts thereof respectively or arising out there from, absolutely and forever and **ALSO SUBJECT TO** the particulars paying and discharging all taxes, impositions and other common expenses relating to the premises proportionately and the said unit and/or the said proportionate share of land and the rights and properties, appurtenant, thereto, wholly, details whereof are fully mentioned in the Schedule "D" hereto.

THE VENDOR DOTH HEREBY CONVENANT WITH THE PURCHASER

- 1) The interest which the Vendor in respect of proportionate share of land underneath in the said building and premises and the Vendor in respect of the construction of the said Flat and Car Parking Space if Any do hereby jointly and severally profess to transfer. Subsist and the Vendors have good right, full power and absolute authority indefeasible title to grant, convey, transfer, assign and assure that said Flat and Car Parking Space if Any and undivided share of land underneath hereby granted, conveyed, transferred, assured and assigned unto and in favour of the purchaser forever herein in the manner as aforesaid.
- 2) That the Flat and undivided share of land sold to the purchaser is not under the notices of acquisition or requisition by the State or Central Government or by any authority concern.
- 3) That henceforth the Vendor shall have no right or interest left in the said Flat and Car Parking Space if Any and Car Parking Space if Any and undivided proportionate share of land underneath the building and the purchaser and their successors, heirs, representatives shall be rightful and absolute owner of the same and peacefully and quietly hold, occupy and possess the same and enjoy all benefits and every part thereof as per terms and conditions and declarations mentioned herein,
- 4) It shall be lawful for the purchaser from time to time and at all material times hereafter to enter into hold and enjoy the said Flat and Car Parking Space if Any and to receive the rents, issues and profits thereof and the right to transfer, sale, gift, mortgage and any other transfer of the said fiat and undivided share of interest in the land underneath the said building without any interruption hindrance, claim and demand, any lawful evection, disturbance whatsoever and hereinafter from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for Vendor,
- 5) That the said Flat and Car Parking Space if Any and impartible undivided proportionate share or interest in the land comprised in the said Flat and Car Parking Space if Any is free and discharged from and against all manner of encumbrances whatsoever.

- 6) The Vendor shall from time to time and at all time hereafter on every reasonable request and at the cost of the purchaser make do acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds conveyances, matters and things whatsoever for better or more perfectly assuring the said Flat and Car Parking Space if Any and said undivided share or interest in the land comprised in the said Flats unto the purchaser in the manner aforesaid as shall or may be reasonable required.
- 7) The Vendor shall unless prevented by fire or some other inevitable accident from time to time and all times hereinafter upon every request and at the cost of the purchaser produce or cause to be produce to the purchaser or his heirs or agents or attorney or at any trial, commission or examination or otherwise as accession shall require all or any of the deeds documents and writing relating to the title of the said premises and also shall at the like request and cost, deliver to the purchaser such attested or other copies or extract of and from the said deeds and writing or any of them as the purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and writing safe unobliterated and uncanceled.
- 8) The Vendor hereby declare that save and except the Vendor no other person or persons or body, corporate has any right, title and interest in respect of land in the said premises or in respect of the Flat, Vendor further declare that they have not done or execute any act, deed or thing whereby the said land and flat hereby granted, sold, transferred, assign, assured or expressed or intended so to be or any part thereof be encumbered or affected in title or otherwise and the Vendor hereby indemnified and keep the purchaser indemnified against any loss and damage which the purchaser may suffer due to defect in title of the Vendor in respect of the said premises and or said flat.
- 9) To have and to hold the said Flat and Car Parking Space if Any and undivided share of land hereby sold, conveyed, transferred, realized and granted or expressed by the Vendor and intended to be unto and to the use and benefit of the purchaser absolutely forever.

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS:

- a) To co-operate with the other Co-purchaser, Owners and the Vendor in management and maintenance of the building.
- b) To observe the rules framed from time to time by the Association / Society for quit and peaceful enjoyment of the said building as a decent building for residential purpose only,
- c) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and / or in respect of the said building those mentioned more fully in the SCHEDULE "E" hereunder written proportionately for the building and /or common parts and wholly for the said Flat and Car Parking Space if Any and /or to make deposit on account thereof to the Vendor and upon formation of the Association / Society as the case may be and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of said Flat and Car Parking Space if Any has been taken or not by the purchaser.
- d) To pay charges for electricity in or relating to the said Flat and Car Parking Space if Any wholly and proportionately in relating to the common parts.

- e) Not to sub-divide or make partition of the said Flat and Car Parking Space if Any or any portion including common areas, common fixture or not to do any addition or alteration by demolishing any wall, pillar brim in the said Flat and Car Parking Space if Any or in common portion.
- f) To use the said Flat and Car Parking Space if Any only for residential purpose only not any other purpose.
- g) That satisfied with the construction and all material used and can't sue against the vendor regarding the quality of the construction and material used thereon.
- h) Not put name plate or letter box or neon sign board in the common areas or any outer wall of the building or the said Flat and Car Parking Space if Any save at place specified by the Vendor, provided however nothing contained herein shall prevented the purchaser to put a name plate outside the main door of the said Flat,
- i) Not to decorate or paint or otherwise alter the exterior of the said Flat and Car Parking Space if Any or common parts of the building in any manner save in accordance with the General Scheme thereof as specified by the Vendor or Association.
- j) Not to do anything whereby the co-purchaser or owners are obstructed or prevented from enjoying quietly and exclusively of their respective flats and jointly of the common parts of the premises.
- k) Not to do or cause anything to be done in or around the said Flat and Car Parking Space if Any which may cause or tend to be cause or tantamount to cause or affect any damage to any pillars, door or ceiling of the said Flat and Car Parking Space if Any or adjacent to the said Flat and Car Parking Space if Any or in any manner, interfere with the use and right and enjoyment thereof or any open, covered space, passage, corridor and amenities available for common use.
- l) Not to cause any nuisance or annoyance to the co-purchaser or owners or occupants of other portion of building or flat to the occupiers of the other building in neighborhood.
- m) Not to throw any rubbish or store any article, goods, waste or combustible goods in the said Flat and Car Parking Space if Any and or in the common parts or open space in the said building save such place as may be specified by the Vendor.
- n) Not to store or install any noisy and heavy machine or obnoxious, offensive, illegal combustible goods in the said fiat or in common space or not to do any illegal, immoral activity in the said fiat,
- o) Ultimate Roof / Terrace of the building will be common to the co-owners who will have right to use the roof by making temporary pandal for their any occasion or ceremony, but the purchaser shall have no right to make any additional permanent construction on the roof or any common, open space in the premises or building,
- p) Purchaser shall keep his flat in good condition. Purchaser shall have right to decorate their flat without damaging any partition wall and without any structural changes of the said Flat and Car Parking Space if Any and in no event Vendor shall be responsible for violation of any of the rules and regulations of the local Municipality or any other authorities.
- q) The purchaser shall be member of the Association /Society to be formed upon completion of the building and shall observe and perform all the rules and regulation which the association, society may adopt at its inception find may be made from time to time for protection and maintenance of the said building and flats, flats therein and for the observance and performance of the building Rules and Regulation and

bye-laws for time being of the concerned local Authority and observe and perform all the stipulations and condition laid down by the Association/Society regarding the occupation and use of the flats in the building and shall pay and contribute regularly and punctually towards the Tax, Expenses or other outgoings in accordance with the terms of the agreement.

- r) The Vendor and upon formation of the Association / Society shall be entitled to withhold all utilities and facilities to the purchaser and / or said Flat and Car Parking Space if Any including water supply and other service without prejudice to ingress in and egress out from the flat through common passage mid staircase during the period of default in respect of payment of common expenses.
- s) The purchaser shall pay the amount required to be paid by way of Security deposits, Installation charges of Transformer cost and other expenses to the authority concern through the Vendor for obtaining separate electric meter for the flat, separately over and above the consideration money.

THE SCHEDULE "A" ABOVE REFERRED TO
(Description of the total area of Holding)

ALL THAT piece or parcel of Bastu land measuring **4 Cottah, 12 Chittak and 23 Sq. Ft.** more or less together with an old structure thereon at **Mouza - Dakshindari, J.L. No. 25, P.S. Lake Town, P.O. Sreebhumi, comprised in LR & RS Dag No. 752, 753, 754, RS Khatian No. 209, L.R Khatian No. 409 & 410** J.L. No.25, Revenue Survey No.6, G.D.1 Division II, Sub Division VI, Touzi No.1298/2833 within the limits of South Dum Dum Municipality, Ward No. 31, **Amalgamated Holding No. 45, S.K. Deb Road 5TH Bye Lane, Road:-S.K. Deb Road 5TH Bye Lane,** Pin Code - 700048, ADSR Bidhan Nagar Salt Lake, and the Building is Known as "**CHARUBONI**" which is butted and bounded as follows :-

ON THE NORTH : By 16 Feet S.K.Deb Road 5TH Bye Lane;
ON THE SOUTH : By 6 Feet Wide Common Passage;
ON THE EAST : By 30 Feet Wide S.K. Deb Road;
ON THE WEST : Pre. No.-38, S.K.Deb Road-5th Bye Lane,

THE SCHEDULE "B" ABOVE REFERRED TO:
(Description of Said Unit to be sold)

ALL THAT one self-contained residential flat being Flat No. in the Floor, Type**BHK** of the said **Newly Constructed Building** having **Carpet Area aboutSq. Ft** and a **Car Parking Space if any admeasuring Sq ft** , together with undivided proportionate share in the land described in Schedule - A and along with common areas, facilities mentioned in the Schedule - C written below and proportional common expenses and obligations mentioned in the Schedule - D written below , more fully and particularly shown in the Plan annexed herewith which is the part and parcel of this Deed.

THE SCHEDULE "C" ABOVE REFERRED TO
(Proportionate Common Expenses)

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipment, accessories, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, water, electric wirings, installations, sewers, drains, and all other common parts, fixtures, fittings and equipment, in, under or upon the building enjoyed or used in common by the PURCHASERS co-PURCHASERS, or other occupiers thereof.
2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, roof and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. Cost and charges of reasonably required for **daily maintenance** of the building and for watch and ward duty, and other incidental costs.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, other lights, and service charges, and for supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc. if made.
7. Municipal taxes, Multi-Storied building tax, if any applicable and other similar taxes, ground rent if any, save those separately assessed on the respective Flat and paid by each owner after separate assessment by Municipal or any appropriate authorities.
8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
9. Such other expenses as are necessary or incidental for maintenance, up-keep and security of the building, and Govt. duties, as may be determined by the Unit and/or Unit Owners' Association, as shall be formed by the unit-owners, inclusive of the Owners as soon as possible for the purpose as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act and bye Laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.
10. The share of the PURCHASERS or PURCHASER with regard to such common expenses shall be generally proportionate in accordance with the liability of the unit hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building of the said Holding.

THE SCHEDULE "D" ABOVE REFERRED TO
(Common areas and facilities)

1. Stair cases on all the floors and lift facilities,
2. Stair cases landing on all floors and lift facilities.
3. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor.
4. Water pumps, water Tank, water pipes and overhead tank on the roof, and other common plumbing installation and also pump.
5. Installation of common services Viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in common space, passage, staircase including electric meter fittings.
7. Common Electric meter and box,
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefor, common walls in between the Flat being the flat hereunder sell, and any other unit beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings of the common areas of the premises.
10. Such other common parts, areas equipment, installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the respective units.
11. Electrical wirings, meters (excluding those installed for any particular FLAT).
12. Lift and its accessories.
13. GENERAL COMMON ELEMENTS and facilities meant for the said 'FLAT'
 - a) All private ways, curves, side-walls and areas of the said premises.
 - b) Exterior conduits, utility lines.
 - c) Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
 - d) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
 - e) All eleventh including shafts, shaft walls facilities.
 - f) All other facilities or elements or any improvement outside the flat but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
 - g) The foundation, corridor, lobbies, stairways Entrance and exists, Path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said 'FLAT', side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling and all staircase in the said building.
 - h) Utility lines, telephone and electrical systems contained within the said building.
 - i) The ultimate roof or terrace including structure in the said building will jointly be undivided property among the co-owners, -the Owner and the intending Purchaser or purchasers of different units, subject to limitation, if any, to their such rights of the said building, the purchaser or purchasers being together entitled to use and enjoy the ultimate roof and/or terrace with the Owner, intending purchaser or purchaser without causing inconvenience to one another.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND
SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY MONTH AND
YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED

In Kolkata In the presence of

Witnesses:

1.

NETAI ROY,
(VENDOR/LAND OWNER)

2.

SIGNATURE OF PURCHASER

Drafted by,

Soumen Mukherjee,
Advocate
High Court at Calcutta
Enrollment No. WB/1572/2010
Call 09474316928

MEMO OF CONSIDERATION

Received a sum of **Rs...../- (Rupees Only)** from the above said purchaser for the Schedule -B as a full and final settlement by way as below stated:

SL. No.	Date	Payment details Bank and Branch	Amount (in Rupees)
1.			
2.			
3.			
4.			
5.			
6.			
Total			

All Cheques are Subject to realization.

WITNESSES: -

1.

NETAI ROY,
(VENDOR/LAND OWNER)

2.

FLOOR PLAN OF "CHARUBONI" BUILDING SITUATED IN MOUZA - DAKSHINDARI, J.L. NO. 25, P.S. LAKE TOWN, P.O. SREEBHUMI, COMPRISED IN LR & RS DAG NO. 752, 753, 754, RS KHATIAN NO. 209, L.R KHATIAN NO. 409 & 410 J.L. NO. 25, REVENUE SURVEY NO. 6, G.D. 1 DIVISION II, SUB DIVISION VI, TOUZI NO. 1298/2833 WITHIN THE LIMITS OF SOUTH DUM DUM MUNICIPALITY, WARD NO. 31, AMALGAMATED HOLDING NO. 45, S.K. DEB ROAD 5TH BYE LANE, ROAD:-S.K. DEB ROAD 5TH BYE LANE, PIN CODE - 700048