

:1:

**DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is made on this the      day

of

, 2025 (Two Thousand Twenty Five) **BETWEEN**

(1) SRI AMAL DASGUPTA, having Aadhaar No. : 328680374112 , having PAN : AMUPD6284B, and (2) SRI SHYAMAL DASGUPTA, having Aadhaar No. : 956449963257 , having PAN : AMRPD4447K, both sons of Late Santi Ranjan Dasgupta, both by faith - Hindu, both by nationality - Indian, both by occupation - Retired, both residing at 2/20, Sahid Nagar, Post Office - Dhakuria, Police Station - Kasba now Garfa, Kolkata - 700031, Dist. - South 24 Parganas, hereinafter jointly called and referred to as "the VENDORS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their heirs, executors, administrators, legal representatives and assigns) represented by their Constituted Attorney M/S. SHELTER PLAZA PRIVATE LIMITED, having CIN : U70109WB2017PTC219477 , having PAN: AAYCS1464R, A Private Limited Company within the meaning of Companies Act, 2013, having its registered office at 1/32, Sahid Nagar, Post Office: Dhakuria, Police Station: previously Kasba now Garfa, Kolkata: 700031, District 24 Parganas (South), represented by one of its director SRI ANINDYA CHATTERJEE [PAN - AEFPC8143K] [AADHAR : 8271 7632 6751], son of Animesh Chatterjee, by faith-Hindu, by occupation - Business, residing at 1/32, Sahid Nagar, Post Office-Dhakuria, Police Station - Kasba, Kolkata-700.031, District-South 24- Parganas, appointed by virtue of a Development Power of Attorney registered in the office of ADSR, Sealdah and recorded in its Book no. I, Volume No. 1606-2023, Pages from 50713 to 50731, Being No. 160601797 for the year 2023; of the FIRST PART.



..3..

-AND-

..... having AADHAR: , having PAN : ,  
son of ....., by occupation - ....., by religion : ....., by nationality  
: ....., residing at Premises No. .... Road, Post office  
.....& Police Station - ....., Pincode- ....., District .....,  
hereinafter referred to and called as the "PURCHASER" (which terms or expressions  
shall unless excluded by or repugnant to the context be deemed to mean and include  
their/his/her heirs, successors, executors, legal representatives, administrators and  
assigns) of the **SECOND PART**.

-AND-

**M/S SHELTER PLAZA PRIVATE LIMITED**, having CIN : U70109WB2017PTC219477,  
having PAN: AAYCS1464R, a Private Limited Company within the meaning of Companies  
Act, 2013 having its registered office at 1/32, Sahid Nagar, Post Office: Dhakuria, Police  
Station : Kasba now Garfa, Kolkata: 700031, District 24 Parganas(south) represented by one  
of its Director **SRI ANINDYA CHATTERJEE**, having PAN:AEFPC8143K, having  
Aadhaar No. 8271 7632 6751, by faith : Hindu, by Occupation : Business, residing at 1/32,  
Sahid Nagar, Dhakuria, Post Office : Dhakuria, Police Station : Kasba Now Garfa, Kolkata:  
700031, District 24 Parganas (South), hereinafter referred to and called as the  
"**DEVELOPER**" (which terms or expressions shall unless excluded by or repugnant to  
the context be deemed to mean and include its heirs, successors, executors, legal  
representatives, administrators and assigns) of the **THIRD PART**

WHEREAS long years ago by virtue of a Sale Deed , registered in the Office of the Sub-Registry Alipore, 24 Parganas and recorded in Book No. I, Volume No. 48, Pages from 145 to 150, Being no. 2601 for the Year 1947, Santi Ranjan Dasgupta (since deceased) son of Late Suresh Dasgupta, purchased ALL THAT piece and parcel of the homestead land measuring an area 3(three) Cottahs 7(seven) Chittacks 38.5(thirty eight point five) Sq. ft., be a little more or less, in Mouza: Dhakuria, Touji No. 230/233, J.L. No.18, R.S. No. 5, C.S. Dag No. 1497, C.S. Khatian No. 336 known and numbered as Municipal Premises No. 89B, Selimpore Road, (having mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station :Kasba now Garfa, Kolkata : 700031, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, under Police Station: Kasba now Garfa, District Sub Registry Office : Alipore, District 24 Parganas (South).

AND WHEREAS thus the said Santi Ranjan Dasgupta (since deceased) absolutely seized and possessed of and or well and sufficiently entitled to the said Landed Property at the said municipal premises and for this residential accommodation constructed a two storied residential building each floor having 1200(One Thousand Two Hundred) square feet area structure totaling 2400(Two Thousand Four Hundred) square feet, be a little more or less having cemented flooring.

AND WHEREAS the said Santi Ranjan Dasgupta(since deceased) during enjoyment of the same died intestate on 31.07.2012 leaving behind him his two



sons SRI AMAL DASGUPTA and SRI SHYAMAL DASGUPTA and four daughters SMT GITA SENGUPTA, SMT SIPRA SEN, SMT MANISHA SENGUPTA, and SMT RAMA SENGUPTA to inherit the said property as his only legal heirs and successors as per provisions of Hindu Succession Act. Be it noted that the wife of Santi Ranjan Dasgupta(since deceased) namely Bela Dasgupta pre-deceased him on 14.06.1992.

AND WHEREAS thus the said SRI AMAL DASGUPTA, SRI SHYAMAL DASGUPTA, SMT GITA SENGUPTA, SMT SIPRA SEN, SMT MANISHA SENGUPTA, and SMT RAMA SENGUPTA became the lawful joint owners and possessors (each having undivided and undemarcated  $1/6^{\text{th}}$  share) of ALL THAT piece and parcel of the homestead land measuring an area 3(three) Cottahs 7(seven) Chittacks 38.5(thirty eight point five) Sq. ft., be a little more or less, with straight 2(two) storied building standing thereon measuring super built up area of 1200(One Thousand Two Hundred) square feet area on each floor totaling 2400(Two Thousand Four Hundred) square feet, be a little more or less having cemented flooring , in Mouza: Dhakuria, J.L. No.18, known and numbered as Municipal Premises No. 89B, Selimpore Road, (having mailing address 2/20, B. Sahid Nagar Colony), Post Office : Dhakuria, Police Station : Kasba now Garfa, Kolkata : 700031, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, under Police Station: Kasba now Garfa, District Sub Registry Office : Alipore, District 24 Parganas (South); for the sake of brevity, it is to be hereinafter

called and referred to as "the SAID PROPERTY" morefully described in the FIRST SCHEDULE hereunder; by way of inheritance.

AND WHEREAS the said SRI AMAL DASGUPTA, SRI SHYAMAL DASGUPTA, SMT GITA SENGUPTA, SMT SIPRA SEN, SMT MANISHA SENGUPTA, and SMT RAMA SENGUPTA while seized and possessed the said property recorded their names as lawful joint owners in the records of Kolkata Municipal Corporation vide Assessee no. 210922403934 and thereafter paying all rents and taxes.

AND WHEREAS the said SMT GITA SENGUPTA, SMT SIPRA SEN, SMT MANISHA SENGUPTA, and SMT RAMA SENGUPTA in consideration of their natural love and affection by dint of one Deed of Gift dated 20.11.2021, registered in the office of D.S.R. -III, Alipore and recorded in its Book -I, Volume No. 1603-2021, Page from 398900 to 398934, Being No. 160311731 for the year 2021, being the Donors therein has gifted, transferred and conveyed unto and in favour of their brothers SRI AMAL DASGUPTA, SRI SHYAMAL DASGUPTA being the Donees therein and Owners herein, ALL THAT undivided and un-demarcated 4/6<sup>th</sup> share of the piece and parcel of land measuring 3 Cottahs 7 Chittacks 38.51 Sq. Ft. more or less i.e. 1675.66 sq. ft. or 2 Cottahs 5 Chittacks 10.66 Sq. Ft. more or less together with undivided and un demarcated 4/6<sup>th</sup> share of the straight two storied building each floor measuring 1200 square feet more or less measuring total build up area 2400 Sq. Ft. covered area i.e. in the ground floor measuring 800



sq. ft. covered area and first floor measuring more or less 800 sq. ft. covered area total 1600 Sq. ft. covered area with cemented flooring lying and situated at Premises no. 89B, Selimpore Road, (having mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station : Kasba now Garfa, Kolkata : 700031, Mouja : Dhakuria, Touji No. 230/233, J.L. No. 18, R.S. No. 5 and C.S. Dag no. 1497 , C.S. Khatian No. 336, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, under Police Station: Kasba now Garfa, District 24 Parganas (South), and the said gift have duly been accepted by the Donees therein.

AND WHEREAS thus by dint of inheritance and by the aforementioned gift the said SRI AMAL DASGUPTA and SRI SHYAMAL DASGUPTA (the Owners herein) became the lawful joint owners and possessors of the said property each having undivided and undemarcated  $\frac{1}{2}$ (half) share and thereafter mutated their names in the records of Kolkata Municipal Corporation vide Assessee no. 210922403934 and thereafter paying all rents and taxes.

AND WHEREAS subsequently it was detected that in the said Deed of Gift dated 20.11.2021, registered in the office of D.S.R. -III, Alipore and recorded in its Book -I, Volume No. 1603-2021, Page from 398900 to 398934, Being No. 160311731 for the year 2021, certain mistakes and inaccuracies have accidentally and inadvertently crept in the said Deed of Gift and for rectification of the said Deed of Gift the said Donors namely SMT GITA SENGUPTA, SMT SIPRA SEN, SMT MANISHA SENGUPTA, and SMT RAMA SENGUPTA and Donees namely SRI

AMAL DASGUPTA, SRI SHYAMAL DASGUPTA jointly executed a Deed Of Declaration on 7<sup>th</sup> day of September, 2022 and the said declaration was registered in the office of the D.S.R.-III at Alipore and recorded therein Book. No. I, Volume No. 1603-2022, pages 490572 to 490586, Being No. 13983 for the year 2022.

AND WHEREAS the said SRI AMAL DASGUPTA and SRI SHYAMAL DASGUPTA being the lawful joint owners of the said property situate, lying at and being Municipal Premises no. 89B, Selimpore Road, (having mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station : Kasba now Garfa, Kolkata : 700031, Mouja : Dhakuria, Touji No. 230/233, J.L. No. 18, R.S. No. 5 and C.S. Dag no. 1497 , C.S. Khatian No. 336, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, under Police Station: Kasba now Garfa, District 24 Parganas (South), being desirous of developing the said property by constructing thereupon a new multi storied building in accordance with the sanctioned Building Plan to be approved by the K.M.C. applied for and obtained sanctioned building Plan vide Building Permit No. 2022100248, dated 04.03.2023, Borough-X, from the concerned department of Kolkata Municipal Corporation.

AND WHEREAS the Owner being desirous of developing the said property by constructing thereupon a new three storied building in accordance with the K.M.C. approved sanctioned building plan being Building Permit No. 2022100248, dated 04.03.2023, Borough-X, but due to lack of fund and as well as experience and other various reasons the owners are unable to start the construction of the same and have



been in search of a Promoter and/or Developer who can undertake the responsibility of construction of such New Proposed building on the said property at its own arrangements and expenses of the Developer.

**AND WHEREAS** the Owners having thus been approached by M/s. Shelter Plaza Private Limited, the Developer herein, has agreed to allow the Developer to develop the said landed Property i.e. ALL THAT the piece and parcel of homestead land measuring 3(three) Cottahs 7(seven) Chittacks 38.5(thirty eight point five) Sq. Ft. more or less together with straight two storied building each floor measuring 1200 square feet more or less measuring total area 2400 Sq. Ft. with cemented flooring lying and situated at Mouja : Dhakuria, Touji No. 230/233, J.L. No. 18, R.S. No. 5 and C.S. Dag no. 1497 , C.S. Khatian No. 336, at and being **Premises no. 89B, Selimpore Road**, (having mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station :Kasba now Garfa, Kolkata : 700031, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, under Police Station: Kasba now Garfa, District 24 Parganas (South); thus entered to a Development Agreement dated 3<sup>rd</sup> May, 2023 with M/s. Shelter Plaza Pvt. Ltd. and the same was registered in the office of ADSR, Sealdah and recorded in its Book no. I, Volume No. 1606-2023, Pages from 48475 to 48514, Being No. 160601731 for the year 2023; to raise construction of a three storied building, consisting of several self contained flats and spaces according to the K.M.C. sanctioned building plan being Building Permit No. 2022100248, dated 04.03.2023, Borough-X, upon demolishing the old structure therefrom at the costs and

responsibility of the Developer under certain terms, conditions, stipulations and respective obligations as mentioned in the said Agreement for Development dated 03.05.2023 .

AND WHEREAS for the purpose of smooth construction of the building and to sell flat/flats, spaces etc. to any intending Purchaser/ Purchasers and for other various purposes said Sri Amal Dasgupta and Sri Shyamal Dasgupta, the owners herein, executed and registered one Development Power of Attorneys in favour of said M/s. Shelter Plaza Private Limited , a Private Limited Company within the meaning of Companies Act, 2013, represented by one of its Director SRI ANINDYA CHATTERJEE, having PAN: AEFPC8143K, Son of Late Animesh Chatterjee, by faith : Hindu, by Occupation : Business, residing at 1/32, Sahid Nagar, Dhakuria, Post Office : Dhakuria, Police Station : Kasba Now Garfa, Kolkata: 700031 which was duly executed and registered in the office of ADSR, Sealdah and recorded in its Book no. I, Volume No. 1606-2023, Pages from 50713 to 50731, Being No. 160601797 for the year 2023.

AND WHEREAS in terms of the said Agreement for Development and Power of Attorney, the said Developer in accordance with the K.M.C. sanctioned building plan being Building Permit No. 2022100248, dated 04.03.2023, Borough-X, started construction in all manners of the said Three storied building without any deviation upon demolishing the old structure therefrom on the said plot at its own costs, effort



and initiation, for the sake of brevity it is to be called and referred to as "the SAID PREMISES", morefully described in the FIRST SCHEDULE hereunder written.

AND WHEREAS it has been inter alia agreed and understood by and between the Developer and said Sri Amal Dasgupta and Sri Shyamal Dasgupta, the Owners herein, that upon completion of the building in all manner, the Developer shall deliver the Owner's Allocation which has been categorically mentioned in the said Agreement For Development and save and except the Owners' Allocation, the remaining saleable areas of the building shall be allotted and or retained by the developer as Developer's allocation as mentioned in the said agreement for development and it was further agreed and understood that the Developer shall have right and liberty to sell its allocated portion to any intending Purchaser or Purchasers and to receive and/or collect the consideration money, booking money, earnest money from the prospective Purchaser or Purchasers.

AND WHEREAS in terms of the said Development Agreement and Development Power of Attorney the said Developer after completion of the said building in accordance to the said K.M.C Building Permit No. 2022100248, dated 04.03.2023, Borough-X and after obtaining Completion Certificate from the competent authority and handing over of Owner's Allocation, from its own allocation declared to sell ALL THAT self contained residential flat being Flat No....., on the ..... floor of the said Three storied

building measuring more or less .....( ..... ) Square Feet super built up area and ..... (.....) Square Feet carpet area at and being Municipal Premises No. **Premises no. 89B, Selimpore Road**, (having mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station : Kasba now Garfa, Kolkata : 700031, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, Addl. Dist. Sub. Registry Office at Sealdah, District 24 Parganas (South), together with undivided proportionate share of land underneath at the said Municipal Premises, with all common amenities and facilities belonging to the said three storied Building as well as the said Municipal Premises, for the sake of brevity the said flat is to be called and referred as "the SAID FLAT " which is morefully described and written in the SECOND SCHEDULE hereunder, having free from encumbrances, charges, liens etc. with free and marketable title as is where is basis to transfer the said flat by any way to anybody by them and they also further state and confirm that the Developer and /or the Vendor did not enter into any Agreement/s for sale/lease/rent or any other Agreement/s with anybody in respect of the said flat or any parts thereof .

AND WHEREAS knowing the said declaration made by the Developer herein and through inspections of the deeds, documents, building plan etc. relating to the said flat supplied by the Developer herein were to be true and satisfactory by the said ....., the purchaser herein, they jointly offered to the Developer herein for purchasing the said Flat at a total consideration of Rs. ..../- (Rupees ..... ) only plus G.S.T as per applicable rate and the Developer herein has agreed with the



proposal of the Purchaser and to sell the said flat at Rs. ....../- (Rupees ..... ) only plus G.S.T as per applicable rate which is the highest market value.

**AND WHEREAS** the Developer herein agreed to sell the said Flat at the said consideration and the said Purchaser agreed to purchase the said flat at the said consideration of Rs. ....../- (Rupees ..... ) only plus G.S.T (as per applicable rate) from the Developer herein, together with undivided proportionate share of land underneath at the said Municipal Premises, with all common amenities and facilities belonging to the said three storied Building as well as the said Municipal Premises, accordingly one Deed Of Agreement for Sale was executed by and between the the Developer and the Purchaser herein on ..... day of ....., 2025, and the Purchaser herein paid a sum of Rs. ....../-(Rupees ..... ) only to the Developer herein towards earnest money and all terms and conditions as well as obligations and stipulations had been written and mentioned therein.

**AND WHEREAS** in terms of the said Deed of Agreement for Sale dated ....., the Developer herein has agreed to sell and the Purchaser herein has agreed to purchase the said residential flat being Flat No....., on the ..... floor of the said Three storied building measuring more or less .....( ..... ) Square Feet super built up area and ..... (.....) Square Feet carpet area at and being Municipal Premises No. Premises no. 89B, Selimpore Road, (having mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station : Kasba now Garfa, Kolkata : 700031, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, Addl. Dist. Sub. Registry

Office at Sealdah, District 24 Parganas (South), together with undivided proportionate share of land underneath at the said Municipal Premises, with all common amenities and facilities belonging to the said three storied Building as well as the said Municipal Premises at or for Rs. ....../- (Rupees ..... ) only plus G.S.T (as per applicable rate), which has been paid by the Purchaser herein to the Developer herein, which the Developer herein had accepted and acknowledged the same as per Memo below and the possession of the said Flat has already been delivered to the Purchasers herein by the Developer herein and the Purchaser herein has received the same.

NOW THIS DEED WITHNESSETH that in pursuance of the said Agreement and in consideration of the said total sum of Rs. ....../- (Rupees ..... ) only plus G.S.T (as per applicable rate) truly has been paid by the Purchaser to the Developer herein, doth hereby as also by the receipt as per Memo hereunder written, admits and acknowledge and of and from the payment of the same the Developer doth hereby grant, sell, transfer, assign and assure unto and to the Purchasers herein, free from all encumbrances ALL THAT the said Flat, the SECOND SCHEDULED property, together with undivided proportionate share and interest underneath the land of the said Premises, which is morefully and particularly described in the FIRST SCHEDULE hereunder written along with all common areas and facilities over the said land and Building of the said Premises, which is morefully and particularly described in the THIRD SCHEDULE hereunder written and the Vendors herein confirm and concur the said Sale in favour of the purchaser and the Developer and Vendors do hereby jointly sold, conveyed, transferred, assign and assure unto the said PURCHASER, TO HAVE



AND HOLD ALL THAT the said Flat , the SECOND SCHEDULED property hereunder written together with undivided proportionate share in land in the Premises referred in the FIRST SCHEDULE hereunder written and the reversion or reversions , remainder or remainders and the rents, issues and profits and all the estate , right, title interest, property, claim and demand whatsoever of the Vendors and the Developer unto or upon the said Flat and other benefits hereby granted , sold, conveyed, transferred , assigned and assured or expressed to be AND TOGETHER WITH all rights, liberties and appurtenance whatsoever TO HAVE UNTO the purchaser free from all sorts of encumbrances , trust, lien, lispendens, demands and attachments whatsoever AND together with the subject to the easements or quasi easements and other stipulation and provisions in connection with the beneficial common use and enjoyment of the Premises pertaining to the said flat and other benefits and right hereby guaranteed , sold, conveyed , transferred , assigned and assured or expressed absolutely and forever in compliance of covenants hereunder written AND ALSO SUBJECT TO the purchaser will pay and discharge all proportionate taxes , imposition and other common expenses, relating to the Premises and entire Building from the date of possession.

**THE VENDORS AND THE DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER** as follows:-

1. That the Purchaser herein shall be entitled to sell, gift, mortgage, lease, convey or otherwise alienate the said Flat to any person or persons without interference of any other person or persons.

2. That the Purchasers' undivided right, title, interest, possession in the soil of the said Municipal premises, morefully mentioned in the FIRST SCHEDULE hereunder written, shall remain joint for all times the other Co-Owners of the said Building at the said premises.
3. That the Purchasers herein shall have all rights to mutate her name as Owner and Possessor in respect of the said Flat in the Office of the Kolkata Municipal Corporation and in the records of any other Authorities.
4. That the Vendors and the Developer have full right, absolute authority and full power to grant, convey, transfer, assure the Flat including the undivided proportionate impartible share in the land and common areas and facilities free from all encumbrances.
5. That the purchasers shall have absolute and unfettered proportionate right of the said flat as such as the Vendor and the Developer derive from their respective right, title and interest except demolishing and committee waste in respect of the property.
6. That the purchasers shall have the right of execution, repairing, replacing, painting of the doors, windows, inside decoration of the said flat provide any such acts does not cause any obstruction or nuisance to the other Flat Owners
7. That the Vendors and the Developer shall from time and all time hereafter upon every reasonable request and at the costs of the purchaser make do acknowledge, exercise,



execute, and perfect all such further and / or other lawful and reasonable act , deeds, matters and things whatsoever for the further better or more perfectly assuring the right, title and interest of the conveyed property and the right of use and enjoyment of common user, facilities attached thereto.

**THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER** as follows:-

1. That the Purchaser neither have, nor shall claim from the Vendors or from the Developer or from the other Flat Owners any right, title and interest in any other part or portion of the Building , except the Flat hereunder conveyed with right of common users and facilities .
2. That the purchaser shall not at any time claim partition of the undivided proportionate share in land or the common portion and common areas and facilities.
3. That the purchaser shall use the flat for residential purpose only.
4. That the Purchaser herein shall be liable to pay directly towards payment of Owners' share and Occupiers' share of rates, taxes, land revenues, and other outgoing charges payable to the Kolkata Municipal Corporation or to any other Authorities in respect of the said Flat hereby sold and transferred to the Purchaser and from the execution of the Deed of Conveyance.

5. That all expenses for maintenance, repairing in respect of the common parts of the said Building including all common areas and common installations of the said Building shall be proportionately borne by the Purchaser herein with the other Co-Owners of the said Building.
6. The Purchaser herein is liable to pay the proportionate share of the monthly common expenses, charges, etc. including the cost of the repairing, replacement, etc. to the caretaker or Association and/or Society formed.
7. That the purchaser along with other Flat owners of all other portion of the building shall form an Owner's Association or Organization for management and maintenance of the Building and the Purchasers shall become member of the said Association and/or Organization as the case may be and shall pay proportionate Municipal Taxes and impositions and service charge of the building from the date of delivery of possession of the Flat.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(DESCRIPTION OF THE SAID PREMISES)**

**ALL THAT** the piece and parcel of homestead land measuring 3(three) Cottahs 7(seven) Chittacks 38.5(thirty eight point five) Sq. Ft. more or less lying and situated at Mouja : Dhakuria, Touji No. 230/233, J.L. No. 18, R.S. No. 5 and C.S. Dag no. 1497 ,



C.S. Khatian No. 336, at and being Premises no. 89B, Selimpore Road, (having mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station : Kasba now Garfa, Kolkata : 700031, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, under Police Station: Kasba now Garfa, District 24 Parganas (South), TOGETHER WITH a newly constructed Three Storied building standing thereon, together with all right, title, interest and right of easement attached thereto, which is butted and bounded as follows;

On the North : By 89A, Selimpur Road;  
On the East : By 89D, Selimpur Road;  
On the West : By 14 feet wide K.M.C. Road;  
On the South : By 89C, Selimpur Road;

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID FLATS)

ALL THAT piece and parcel of self contained residential flat being Flat No. ....  
(having tiles flooring), on the ..... floor of the said Three storied building  
measuring more or less ..... Square Feet super built up area and .....  
Square Feet carpet area each and each flat consisting of 2(two) Bedrooms, 1(one)  
Kitchen, 1(one) Drawing /Dinning, 1(one) W.C. , 1(one) Toilet, 1(one) Verandah at  
and being Municipal Premises No. Premises no. 89B, Selimpore Road, (having  
mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station

:Kasba now Garfa, Kolkata : 700031, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, Addl. Dist. Sub. Registry Office at Sealdah, District Sub Registry Office : Alipore, District 24 Parganas (South) within the FIRST SCHEDULE property, together with undivided proportionate share or interest on the Land of the FIRST SCHEDULE property ,along with common amenities and facilities as well as common portion amenities and facilities as a well as common portions and spaces thereto, morefully described in THIRD SCHEDULE hereunder.

The said Flat has been delineated with the "RED" line in the MAP or PLAN attached hereto being the part of these presents

**THE THIRD SHEDULE ABOVE REFERRED TO**

(DESCRIPTION OF THE COMMON PARTS, PORTIONS AND FACILITIES)

1. Entrance and exit.
2. Boundary walls, main gate, other gates, if any, of the said premises.
3. Drainage, rain water pipes and sewerage lines/systems and other installations for the same (except those areas of any Flat and/or exclusively for its use).
4. Electrical wiring including meter and main switches and other fittings and fixtures (excluding those as are installed within the exclusively area of any Flat and/or exclusively for its use).



5. Stairs, staircases, lobbies, staircase landing from the Ground Floor upto the roof of the said Building.
6. Entrance, entrance passage, lobbies, open space surrounding by and between the boundary walls of the said Municipal premises and the said multi storied Building, all walls including outer portion, foundation, columns beams, supporters etc. underground reservoir, overhead water tank, septic tank, electric room.
7. Water supply system, including tap water, drainage and sewerage system.
8. The ultimate roof of the said Building with common use and enjoyment with other Flat Owners and/or occupiers of the said Building.
9. No Lift Facility.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(DESCRIPTION OF THE COMMON EXPENSES)**

1. All costs of maintenance, operating, replacing, repairing, whitewashing, painting, decorating, re-decorating, re- building, re-constructing, lighting of the common portion and the common areas of the said Building including the out walls and up-keeping of the said Building at the said premises.
2. The salary of all persons employed, if any, for the common purpose including durwans, security, personal, sweepers, plumbers, electricians etc for the purpose of the maintenance of the common portions.

(DESCRIPTION OF THE EASEMENTS)

The Purchaser and the other Co-Owners of the Building shall allow to each other and the Association upon this formation the following rights, easements, quasi-easements, privileges and/or appurtenances.

1. The right of use of the common portions in a reasonable manner.
2. The right of connections for utilities including connections for telephones, water gas, television, electricity etc. through pipes cables conducts or otherwise through each and every part of the building including the said Flat as provided by the Developer.
3. Right to support shelter and protection of each portion of the Building by other and/or other thereof.
4. The absolute unfettered and encumbered right over the common portions subject to the terms and conditions herein contained.
5. Such rights, supports, easements and appurtenances as are usually used, occupied or enjoyed as part and parcel of the said Flat.
6. The right with or without workmen and necessary materials to enter upon the Building including the said Flat or any other Flats for the purpose of repairing any of the common portion or any appurtenance to any Flat and/or anything comprised in any Flat in so far as the same cannot be carried out without such entry and in all such cases exceptional



::24::

emergency upon giving 48 hours previous notice in writing to the Co-Owners affected thereby .

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

SIGNED, SEALED & DELIVERED

at Kolkata in the presence of:

WITNESSES:-

1.

Signature of the VENDORS

2.

Signature of PURCHASERS

Signature of the DEVELOPER

Prepared in my Office;

Advocate  
High Court, Calcutta.  
Enrl. No. :