
DEED OF CONVEYANCE OF FLAT

THIS DEED OF CONVEYANCE is made this day of
..... months Two Thousand and Twenty, in Christian
Era,

BETWEEN

1. SRI TUSHAR MITRA (PAN -AEKPM9274J) son of Late Anil Kumar Mitra, **2. SMT. KUNTALA BISWAS (MITRA)** (PAN -DAYPB8461B) wife of Sri Pijush Biswas, **3. SMT. MRIDULA BOSE (MITRA)** (PAN -CMTPB0466Q) wife of Sri Tapan Kumar Bose, the Land owners nos 2 & 3 both daughter of Late Anil Kumar Mitra, all by Faith Hindu, by Nationality Indian, by Occupation Business and Housewife, resident of Deshbandhu Pally, Post Office Naihati, (Purnananda Pally), Police Station-Naihati, District-North 24-Parganas, Pin - 743165, West Bengal, hereinafter called the "**LAND OWNERS**" (which expression shall mean and include unless otherwise excluded by or repugnant to the context their heirs, executors, successors, legal representatives, administrators and assigns) **AND REPRESENTED** by their constituted attorney OF **SHARMA SARKAR CONSTRUCTION PVT. LTD.** (PAN: ABCCS9846G), *The Corporate Identity Number of the company is U45309WB2019PTC234967, a private limited company incorporated under provision of The Companies Act,2013 having its registered Office at 558 R.B.C Road, Post Office Hazinagar, P.S. Naihati, District North 24 Parganas. Pin 743135, duly **represented** through one of Its Director **SRI INDRAJIT SHARMA SARKER**, son of Late Jogadhir Sharma Sarkar, by Faith Hindu, by Occupation Business, residing at Post Office Fingapara, Police Station Jagaddal, District North 24 Parganas, PIN -743129, West Bengal, by virtue of a registered **DEVELOPMENT POWER OF ATTORNEY** duly executed and registered on 20.01.2022 and the same was registered at the Office of the Additional District Sub-Registrar at Naihati, and recorded in Book No. I, Volume No.1507, pages 16359 to 16390, Being No. 00590, for the year 2022, and also **by Virtue of a registered Development Agreement** duly executed and registered on 20.01.2022 and the same was registered at the Office of the Additional District Sub-Registrar*

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at Naihati, and recorded in Book No. I, Volume No.1507, pages 16246 to 16293, Being No. 0579, for the year 2022, With hereinafter called and referred to as the "**DEVELOPER / PROMOTER/CONFIRMING PARTY**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

1.Mr.....(PAN -.....) son of Sri, **2. SMT** (PAN -) wife of , both by Caste Hindu, by Nationality Indian, by both Occupation and House Wife respectively, both resident ofRoad, Post Office & Police Station-, District North 24-Parganas West, Pin -....., West Bengal hereinafter called the "**PURCHASERS**" (Which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, successors, assigns, representatives and nominees) of the "**SECOND PART**".

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS :-

DEVOLUTION OF TITLE OF LAND

A. That the promoter is the absolute and lawful representative of originally landed property belongs to one Anil Kumar Mitra son of Late Indu Bhushan Mitra who has purchased the property , from Sk Rabbu , with a valuable consideration of Rupees 250/ (Two Hundred Fifty) and the said deed was duly registered before the Sub Registry office at Naihati,vide Book No 1, deed **No 7250/ 1950 dated on 08/11/1950** , in respect of Rs Dag No 37/759 RS Khatian No 301.

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AND WHEREAS That said Anil Kumar Mitra son of Late Indu Bhushan Mitra died on 29th day of June, 1990, and thereafter his wife Ila Mitra, wife of Late Anil Kumar Mitra died on 23rd day of November, 2013 leaving behind Kamal Mitra ,(son) Rajat Mitra (son) Hirak Mitra (son) Tushar Mitra (son) & Kuntala Biswas (Mitra) Married daughter , and Mridula Bose (Mitra) married daughter as heirs of lateAnil Kumar Mitra son of Late Indu Bhushan Mitra, who died on 29th day of June, 1990.

AND WHEREAS That other co sharers of Anil Kumar Mitra son of Late Indu Bhushan Mitra, who died on 29th day of June, 1990 , Kamal Mitra , (son) Rajat Mitra (son) Hirak Mitra (son) & Kuntala Biswas (Mitra) Married daughter , and Mridula Bose (Mitra) jointly executed Deed of Gift , in favor of **Tushar Mitra** son of Late Anil Kumar Mitra vide deed No 00076 of 2015 (dated 06/01/2015) registered before the ADSRO at Naihati, vide Book No -1, Volume No 1, Pages 1034 to 1048 , deed no 00076 for the year of 2015 measuring about 4.67 decimal of land of ward No 22 (New) of Holding No 21 , Desh Bandhu Pally, Post office and Police station Naihati, under Naihati Municipality of Mouza Duelpara, JL No 05 ,Dag No RS 37/759 RS Khatian No 301 , LR Dag No 2159.

AND WHEREAS That Anil Kumar Mitra son of Late Indu Bhushan Mitra died on 29th day of June, 1990 his heirs , Kamal Mitra , (son) Rajat Mitra (son) Hirak Mitra (son) & Tushar Mitra (son), and Mridula Bose (Mitra) jointly executed **Deed of Gift** , in favor of **Kuntala Biswas (Mitra)** daughter of Late Anil Kumar Mitra vide deed No 00075 of 2015 (dated 06/01/2015) registered before the ADSRO at Naihati, vide Book No -1, Volume No 1, Pages 1019 to 1033 deed no 00075 for the year of 2015 measuring about 4.67

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decimal of land of ward No 22 (New) of Holding No 21 , Desh Bandhu Pally, Post office and Police station Naihati, under Naihati Municipality of Mouza Duelpara, JL No 05 ,Dag No RS 37/759 RS Khatian No 301 , LR Dag No 2159.

AND WHEREAS That Anil Kumar Mitra son of Late Indu Bhushan Mitra died on 29th day of June, 1990 his heirs , Kamal Mitra , (son) Rajat Mitra (son) Hirak Mitra (son) & Tushar Mitra (son), and Kuntala Biswas (Mitra)jointly executed **Deed of Gift** , in favor of **Mridula Bose (Mitra)** daughter of Late Anil Kumar Mitra vide **deed No 00077 of 2015 (dated 06/01/2015)**registered before the ADSRO at Naihati, vide Book No -1, Volume No 1, Pages 1049 to 1063 for the year of 2015 measuring about 4.67 decimal of land of ward No 22 (New) of Holding No 21 , Desh Bandhu Pally, Post office and Police station Naihati, under Naihati Municipality of Mouza Naihati, JL No 05 ,Dag No RS 37/759 RS Khatian No 301 , LR Dag No 2159

AND WHEREAS That after obtaining the said property through deed of Gift and through Inheritance , afterwards the said property duly mutated before the office of the local Naihati Municipality and BL& LRO , Barrackpore-1 , vide **respective Holding no 21, 21/1,21/2, Desh Bandhu Pally, Post office and Police station Naihati, under Naihati Municipality ward No 22 of Mouza Naihati, JL No 05 ,of LR Dag No 2159 LR Khatian No 5868 , 5532, 5652,**

(6)

AND WHEREAS That thereafter , **Kuntala Biswas (Mitra)** daughter of Late Anil Kumar Mitra & **Mridula Bose (Mitra)** daughter of Late Anil Kumar Mitra, Jointly executed a **Deed of Gift** in favor of **Tushar Mitra son of Late Anil Kumar Mitra** of their entire property , vide deed No 150708265 of , Book No1 volume No 1507 pages 175472 to 175492 , on **3rd day of December, 2019 before the ADSRO** at Naihati and the said property duly mutated and amalgamated before the Naihati Municipality of Holding No 21 , **Desh Bandhu Pally, Post office and Police station Naihati, under Naihati Municipality ward No 22 of the entire landed property of 14 decimal of land of 566.729 Sq Meter or 14.00 satak or 8 (Eight) Khattah 7 (Seven) Chhattak 23 (Twenty Three) sq ft approx.**

AND WHEREAS That after words by dint of deed of Gift, executed by **Tushar Mitra** son of Late Anil Kumar Mitra, transfer the undivided 2/3 rd share in favor of **Kuntala Biswas (Mitra)** daughter of Late Anil Kumar Mitra & **Mridula Bose (Mitra)** daughter of Late Anil Kumar Mitra, which was duly executed and registered before the ADSRO at Naihati vide Book No1 Volume No 1507 , pages 177132 to 177154 , deed No 150708343 of 2019 on 6th day of December, 2019.

AND WHEREAS That at present **Tushar Mitra** son of Late Anil Kumar Mitra , **Kuntala Biswas (Mitra)** daughter of Late Anil Kumar Mitra & **Mridula Bose (Mitra)** daughter of Late Anil Kumar Mitra, have become the **absolute owners of the property of 14 decimal of land or 566.729 Sq Meter or 14.00 satak or 8 (Eight) Khattah 7 (Seven) Chhattak 23 (Twenty Three) sq ft approx , stands and situated at Mouza :- Duelpara ,**

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Block :- Barrackpore one, District :- North 24 parganas, JL No 05 ,Dag No RS 37/759 RS Khatian No 301 , LR Dag No 2159 , of LR Khatian No 5868 , 5532, 5652 of Holding No 21 , Desh Bandhu Pally under ward No 22 , Post office and Police station Naihati, under Naihati Municipality ,referred to as **“SAID LAND”**

B. AND WHEREAS That thereafter, the owner of the aforesaid plots , **Tushar Mitra** son of Late Anil Kumar Mitra , **Kuntala Biswas (Mitra)** daughter of Late Anil Kumar Mitra & **Mridula Bose (Mitra)** daughter of Late Anil Kumar Mitra, had entered into an **Development Agreement** , with SHARMA SARKAR CONSTRUCTION Pvt Ltd , having its registered office at 558, R.B.C. Road , Post office Hazinagar, Police station Naihati, District North 24 Paraganas **DEVELOPER**, vide deed No Book No 1, volume No 1507-2022 Pages 16246 to 16293 , deed No 1507 00579 of the Year of 2022 , dated 20th day of January, 2022 registered before the ADSRO at Naihati. For making a G+4 Storied commercial & Residential Building in the aforesaid property as mentioned above and for the aforesaid purpose Naihati Municipality .

AND WHEREAS That the owners , Tushar Mitra son of Late Anil Kumar Mitra , **Kuntala Biswas (Mitra)** daughter of Late Anil Kumar Mitra & **Mridula Bose (Mitra)** daughter of Late Anil Kumar Mitra, Post office and Police Station Naihati , pin code No 743165, West Bengal had also executed a Registered **Power of Attorney** in favor of SHARMA SARKAR CONSTRUCTION Pvt Ltd , having its registered office at 558, R.B.C. Road , Post office Hazinagar, Police station Naihati, District North 24 Paraganas , and the said document duly registered before the ADSRO at Naihati, vide

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Book No 1, volume No 1507-2022 Pages 16359 to 16390 , deed No 1507 00590 of the Year of 2022 , dated 20th day of January, 2022.

AND WHEREAS the above named First Party/Owner of ALL THAT piece and parcel of land measuring 14 Decimal of Bastu land in togetherewith in R.S. Dag No. 37/759 R.S Khatian No 301 , L.R. Dag No 2159 , of L.R. Khatian No 5868 , 5532, 5652 laying and situated at Mouza Deulpara, J.L. No.5, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Holding No 21 , Desh Bandhu Pally under ward No 22 , Post office and Police station Naihati, under Naihati Municipality within the Jurisdiction of Additional District Sub- Registration Office at Naihati, District North 24-Parganas; within the Jurisdiction of Additional District Sub-Registration Office at Naihati, District North 24-Parganas, more-fully described in the schedule "A" below, and have been possessing, occupying and enjoying the same freely, openly, peacefully and without any objection and/or interruption whatsoever having permanent, heritable and transferable right title and interest therein; AND being the Vendor/Land owner in such possession, the Vendor/First Party have decided to construct a Ground +4 storied Commercial, residential building, comprised of several separate flats/Shop through an experienced builder/developer at the cost of the builder/developer in and over the below schedule "A" land by demolishing the old structure standing thereon and consequently, have declared his aforesaid decision.

AND WHEREAS the developer/Second Party, having previous experience in the construction of building at its cost, has approached the land

Vendor/First party to appoint the developer/Second party as "BUILDER & DEVELOPER" to construct the proposed Ground +4 Storied building or any other storied as to be Sanctioned by the Naihati Municipality and considering the approach of the developer/Second party, the Vendor/First party have agreed, by accepting the proposal, to appoint the developer/Second party as "BUILDER & DEVELOPER" to construct, at the cost of the developer/ Second party, the proposed Ground +4 Storied building or any other storied as to be sanctioned by the Naihati Municipality in and over the below Schedule "A" land after dismantling the existing standing structure.

AND WHEREAS having acquired his absolute right, title and interest in respect of the aforesaid property the said **Tushar Mitra** son of Late Anil Kumar Mitra , **Kuntala Biswas (Mitra)** daughter of Late Anil Kumar Mitra & **Mridula Bose (Mitra)** daughter of Late Anil Kumar Mitra, got recorded his nalne in L.R. Record or rights and got New L.R.Khatian No. 5868 , 5532, 5652 and also Mutated his name in Naihati Municipality, and paid to the relevent Khajna upto date and also mutated his name with the Assessment Register of Naihati Municipality Ward No. Holding No 21 , Desh Bandhu Pally under ward No 22 , under P.S. Naihati, District North 24 Parganas, and paid the relevant taxes to the authority concerned regularly.

vide deed No Book No 1, volume No 1507-2022 Pages 16246 to 16293 , deed No 1507 00579 of the Year of 2022 , dated 20th day of January, 2022

AND WHEREAS the present Vendor/Land owner is entered into an agreement on 20.01.2022 with SHARMA SARKAR CONSTRUCTION PVT.LTD. a private limited company incorporated under provision of The Companies Act, 2013 for construction of a multistoried building and accordingly a multi storied building (G + 4) consisting of several residential flats over the said

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plot of land morefully and particularly described in the first Schedule hereunder has been constructed through said SHARMA SARKAR CONSTRUCTION PVT.LTD.. in vide sanction Site Plan No 26326 dated 31st day of July, 2023 & sanction Building Plan No 26430 dated 30th day of November, 2024, from Naihati Municipality . and project had been named as "“ **ANIL VILLA APARMENT**”

AND WHEREAS pursuant to the said agreement the Developer/ Promoter has demolished the old building and structure and starting to construction multistoried building thereon comprising (G+4) storied, hereinafter referred as "The Said Building".

AND WHEREAS each and every Part of the said Premises are Free from all encumbrances, charges, liens, lis pendants, attachments, trusts, etc. whatsoever or howsoever nature and the vendor's have marketable title to the said premises with right to assign and transfer their right title and interest to the parties.

AND WHEREAS the above named vendor after developing of the First Schedule property (described in the First Schedule) the construction work was completed the said multi-storied (G+4) building the previously in view of aforesaid owner entered into an agreement with the Developer for developing the existing construction work of the newly constructed Multi-Storied building for residential Flats with the help of the Developer's fund of the below First Schedule property;

AND WHEREAS the said Developer SHARMA SARKAR CONSTRUCTION PVT. LTD. the (G+4) Multistoried building over the said plot of Land according to sanction building plan dated 30/11/2024 Sanctioned by the local authority concern of Naihati Municipality containing the residential Flats /Office Spaces/ Shops /Garages etc. to be built on the First Scheduled land to the intending purchaser or purchasers and to receive earnest money and subsequent installments in respect of the particular Flat(s)/office Space(s)/shop(s)/ Garage(s) from such intending purchaser or purchasers.

AND WHEREAS due to paucity of fund the Vendor's entered into a General Power of Attorney & Development Agreement with the Developer herein and accordingly they have begun to construct a multistoried building over the 'First Schedule property as per Sanctioned Building Plan.

AND WHEREAS as aforesaid construction not affected any urban land calling Regulation Act. 1976.

AND WHEREAS land is not affected by the developer has almost completed the construction work of the Ground plus Four storied building namely " **ANIL VILLA APARMENT** ".

AND WHEREAS the Purchaser has inspected and satisfied with the title deeds of the Vendors in respect of the land in question, sanctioned Building Plan, the Development Agreement, and Power of Attorney, and also in respect

Of the area, dimensions, measurements, specification and other details whatsoever concerning the said building and several flats/shops/garages and other spaces created thereon and has not raised any objection with regard thereto.

AND WHEREAS the purchaser approached the Developer and expressed his willingness to purchase after inspecting One Self Contained Residential **Flat No. "....."** Total measuring Carpet area **Square feet** more or less including super Built up area **Square feet (Approx)** situated on the **FLOOR OF** the aforesaid Newly constructed building namely "**ANIL VILLA APARTMENT**" together with proportionate undivided share of land or interest in the land underneath the said building, total consideration of Rs.,..../- (Rupees Lacks thousand hundred) only upon the terms and conditions here under appearing.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

That in pursuance of the agreement and in consideration of the Total consideration amount of Rs.,..../- (Rupees Lacks thousand hundred) only as full and final settlement (the receipt hereby written acknowledge and admitted by the Vendors & the Developer the Vendors & the developer hereby quit release and discharge the Purchaser the said One Self Contained Residential **Flat No. "..."** Total measuring Carpet area **Square feet** more or less including super Built up area **Square feet (Approx)** situated on the **FLOOR OF** the aforesaid Newly constructed building namely "**ANIL VILLA APARTMENT**" as mentioned in

the Second Schedule of this deed, the developer as beneficial owner hereby grant, transfer, sell and convey and the vendor's do hereby confirm and assure unto and to the use of the purchaser the said complete One Self Contained Residential **Flat No. "...."** OF the aforesaid Newly constructed building namely "**ANIL VILA APARTMENT**" with half of the depth in all the joints by & between its ceiling and the floor of the flat above and also by & between the partition wall of the other side flats with full ownership of all doors, windows, lettings, fixtures both sanitary and electrical together with undivided impartibly and/or proportionate share or interest in the land underneath the said building in which the said unit/flat is situated being more fully described in the First Schedule hereunder written with the other flat owners of the said building, more specifically and categorically described in the Second Schedule written hereunder together with undivided proportionate share and interest in the terraces, stair cases, drains in the common areas and facilities according to the purchasers ownership share with right of user of common passage and open spaces in the ground floor and as well as right to use overhead tanks, lights, pump, liberties, benefits, privileges, Casements, etc. and upon whatsoever the said residential apartment and ALL THAT estate right title and interest claim and demand whatsoever the Vendors into or part thereof TOGETHER WITH copies of all deeds and Muniments of Title whatsoever in anywise exclusively relating to or Concerning to the said land hereditaments and premises or any possession power which now or hereafter shall or may be in the possession power and control of the vendor TOGETHER WITH the benefits of all covenant relating

to any deed of Muniments of title whatsoever in any way relating to the said land or any part thereof TO HAVE AND TO HOLD own and possess the same unto and to the use of the purchaser their heirs, executors, administrators, assigns that NOTWITHSTANDING any acts deeds or things hereto before done, executed or knowing suffered to the contrary the developer and the vendors are now lawfully seized and possessed of the said residential apartment free from all encumbrances attachments or defect in title whatsoever and that the developer has full power and absolute authority to sell the said residential flat in the manner aforesaid and the purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said agreement and receive the rents, issues and profits thereof and shall also be entitled to sell mortgage, lease or otherwise alienate, transfer the said apartment hereby conveyed without lawful interruption claim or demand whatsoever by the vendor or any person lawfully or equitably claiming form under in trust for them and FURTHER THAT the vendor covenant with the purchasers to have harmless indemnified and keep indemnified the purchasers from or against all encumbrances claiming, through or under them or in trust shall at all times hereafter at the request and cost of the purchasers claiming through or under them or in trust do and execute or cause to be done and executed all such further acts, deeds and things whatsoever as may be reasonably required for further and more perfectly conveying assuring the said apartment and every part thereof unto and to the use of the purchasers. The vendor have delivered the vacant peaceful possession of the said flat in favour of the purchasers on this deed.

2) The vendor's and the Developer do and each one of them doth hereby covenant with the Purchaser as follows:-

a) The interest which the vendor and developer prefers to transfer subsists that they have good right, fully and absolutely authority to grant, convey, transfer, assign and assure their respective interest in the said unit and undivided proportionate share of the said land together with common portions, common parts and Casement rights, electrical installation and other parts, paths, passages and all other properties and right in the said land and building hereunder granted, conveyed, transferred, assigned and assured unto the purchasers in the manner aforesaid.

b) It shall be lawful for the purchasers from time to time and at all times hereafter to enter into and upon the holding enjoy the said unit and undivided proportionate share in the said land including the common portions, common parts, Casement right, electrical installations and other common parts, paths, passages in the said building and every part thereof and to receive the rents, issues and profits thereof without any interruptions disturbances, claims, and/or demands whatsoever from or by the vendor and the developer or any of them or any person or persons claiming through or under or in trust for them.

c) The said unit and the undivided proportionate share of the said land including the common parts and common portions, electrical installations, and other common parts, paths and passages and all other properties hereby conveyed in the said building and freed and discharged from and against all manner of encumbrances, trust, liens, lis pendens, etc. whatsoever save those expressly mentioned herein.

3) THE PURCHASERS DOES HEREBT CONVENT WITH THE VENDORS AND TIIE DEVELOPER as follows :-

a) That the purchaser shall use the said One Self Contained Residential **Flat No. "C" Total measuring area of Square feet (Approx.)** **FLOOR** OF the aforesaid newly constructed building namely **“ANIL VILA APARTMENT”**.

b) That the purchaser shall also like wise to pay from the date of the possession / registration of the said unit the proportionate shares of the consolidated Municipal taxes which shall be payable from time to time and all other impositions including the betterment fees, if any in that behalf which shall be deemed between the purchaser and all other purchaser and/or owners and/or occupiers of the said multi-storied building.

c) The purchasers shall be a member of association to be formed consisting of all the purchaser and/or owner and/or occupiers of other flats for the purposes of their management repairing of the external portion and other including roof, rain water, soil pipes, water pipes, electric wiring, water tank and pump and also agreeable to bear the proportionate cost and expenses of the same to be divided by the said association or society be formed.

d) The purchaser shall duly observe and perform all rules articles and regulations of the association and as the case may be from time to time and/or adopt and the purchasers and/or owners and/or occupiers of other flats shall be actually vesting management and control of the said premises, common portions and common parts by such association and all such persons including the purchasers shall observe and perform all other stipulations and conditions relating to use and enjoyment of the said building as aforesaid.

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e) As and when the association shall be formed as aforesaid, the purchasers shall sign and execute from time to time and at all times and when requires necessary applications for membership of the association and all other papers and documents required from time to times in connection with the sale in accordance with the relative provisions of all and/or directions that shall be given by the authority concerning such Association.

f) That there is a over head reservoir for supply of water in the building and with electric meter and pump and the purchasers from time to time and at all times if and repair and for proper functioning of the same at the proportionate costs to be settled and/or determined by the Developer of the building and/or the aforesaid Association/Society as the case may be.

1) That the purchasers shall do the following :

a) To use the said unit and all common parts and common portions carefully and peacefully and equally and in the manner reasonably required and indicated herein or in the rules and regulations formed by the ASSOCIATION upon its formation of the user thereof.

b) To use all the paths, passages and stairs cases only for the purposes of egress and ingress and for no other whatsoever unless permitted by the Association upon its formation.

c) The purchasers shall also be entitled to sell, gift, mortgage, lease, let out or otherwise alienate the property hereby conveyed, subject to the terms herein contains to any one without the consent of the vendors or the developer and any other co-owner who may have acquired before and who may hereafter acquired any such rights, title or interest similar to those acquired by the purchaser under the terms of this sale deed.

2) While using the said unit or any parts or the common portions the purchasers Shall not do any of the following acts, deeds & things.

- a) Obstruct the Association in its acts, relating to the common purposes.
- b) Violate any of the rules and regulations law down in respect of the user of the housing complex.
- c) Injure, harm or damages the common part or the common portions, or any other units in the said multistoried building making May alterations or withdrawing any support or otherwise.

3) The purchasers shall not do the following :

- a) After any outer portion or elevation or color schemes of the said unit of the said building.
- b) Throw or accumulate or caused to be thrown or accumulated any dirt, rubbish or other refuse within the said units or in the places indicated thereof.
- c) Place or caused to be placed any articles or object in the common part or common portions save as to be permitted by the Association.
- d) Carry on or out or caused to be carried on by obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral or any other activities in the said unit or anywhere also in the housing complex.
- e) Do or permit to be done which is likely to cause nuisance or annoyance to the occupier of the other units in the said multistoried building.
- f) Put to or affix any sign board, name plate or other similar articles in any common part or the common portions or outside walls of the said multistoried building save at the place expressly permitted by the ASSOCIATION upon its formation.

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- g) Keep or store any offensive, combustible, obnoxious, hazardous, or dangerous articles in the said unit or the common part or the common portions.
- h) Keep any domestic animals or pets save in the manner permitted by the Association and other authority or authorities concerned.
- i) Affix or draw any wires, cables, pipes etc. from and to or through any common parts or common portions or other units save in the manner as mentioned herein or be permitted by the Association.
- j) Keep or store any heavy articles or things as are likely to damages the floor or floors and/or operate any machine save that for usual purely domestic purposes.

SCHEDULE "A" ABOVE REFERRED TO :

(Description of the land and Apartment
Specification of the proposed building)

ALL THAT piece and parcel of land measuring 14 Decimal of Bastu land, contained in R.S. Dag No. 37/759 corresponding to L.R. Dag No. 2159, under L.R. Khatian Nos. 5868, 5532, 5652, lying and situated at Mouza - Deulpara, J.L.No.5, Ressa No.20, P.S. Naihati, Additional District Sub-Registry office at Naihati, within the limit of Naihati Municipality, Ward No. 24 (Old) Ward No. 22 (New) Desh bandhu pally Road, Holding Nos. 21, 21/1 and 21/2, New amalgamated Holding No. 21, in the District of North 24-Parganas; **“said land”**

The Sixteen annas land is butted and bounded as follows:-

ON THE NORTH : 40' Feet wide Adhata Road.

ON THE SOUTH : H/o. Tarak Ghosh & Bapi Ghosh
others.

ON THE EAST : H/o. Paran Kr. Aich.

ON THE WEST : H/o. Dulal Barui & Nilkanta
Das.

THE SECOND SCHEDULE ABOVE REFERRED TO

Description of the 'Flat'

ALL THAT the One Self Contained Residential Flat No. "C" (TILES FLOOR) situated on the THIRD FLOOR (North Eastern Facing) of the Newly constructed building namely " **ANIL VILA APARTMENT**" measuring **Carpet area** **Square feet** more or less including super Built up area **Square feet (Approx.)** including Consisting of (....) Bed Rooms, 1 (One) Drawing, 1 (One) Kitchen Cum Dinning, 2 (Two) Toilets, ... (....) Balconys, described in the First Schedule above, at Naihati Municipality, under 24 (Old) Ward No. 22 (New) Desh bandhu pally Road, Holding Nos. 21, 21/1 and 21/2, New amalgamated Holding No. 21, under Police Station Naihati, District North 24 Parganas, together with proportionate share of land along with common rights and facilities and amenities mentioned in Third Schedule hereunder;

The annexed site plan will be the part and parcel of this sale deed.

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON AREAS AND FACILITIES

1. Staircase of all floors & overhead stair room.
2. Staircase landing of all floors.
3. Lift.
4. Lift well at Ground Floor & overhead Lift Machine room.
5. Drains and sewers,
6. Pump.

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7. Open space outside of the covered area of the multi-storied building, passages from the building to the main road, foundation, outer walls and different types of outer pipes and other common electrical & plumbing installation.
8. Overhead reservoir,
9. Underground reservoir,
10. Main gate for entrance to the premise.
11. Septic Tank.
12. Roof of the top floor.
13. Water supply: Pump operated Deep Tube Well will be utilized for water supply and overhead reservoir will be provided on ultimate roof.
14. Undivided un-demarcated common share in the two wheeler parking space reserved at the Ground floor of "**ANIL VILA APARTMENT**".

THE FOURTH SCHEDULE ABOVE REFERRED TO :

COMMON EXPENSES

- 1) All costs of lighting & maintenance of common areas, and also the outer walls of the building.
- 2) Proportionate share of electrical charges for Pump operation and maintenance.
- 3) The salary of Duarwan who may be appointed.
- 4) Insurance for insuring the building against riot, earthquake, fire, lighting and violence etc.
- 5) All charges and security monies to be deposited for the common facilities.

6) Municipal taxes and other outgoing save and except those are separately assessed on the respective flat.

7) Costs and charges of establishment for maintenance of the building.

The Annexed Site Plan and annexed sheets containing Photographs and Signatures along with finger impressions of the Vendor and the Purchaser, as a part of this documents.

The said Flat is depicted and delineated in the map or plan hereto annexed and made part thereof and shown within **RED** Border lines Marked as Flat "....." on the **FLOOR** thereon.

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WITNESS the parties hereto have set and subscribed their respective
Signature and seals on the day, month, and year first above written.

SIGNED SEALED AND DELIVERED

IN THE PRESENCE OF:-

WITNESSES:

1

As constituted attorney for
and on behalf of

SRI TUSHAR MITRA
SMT. KUNTALA BISWAS(MITRA)
SMT MRIDULA BOSE (MITRA)

2.

SIGNATURE OF THE VENDOR

SIGNATURE OF THE
DEVELOPER/CONFIRMING PARTY.

Drafted By:

SRI SUBHABRATA BISWAS

SIGNATURE OF THE PURCHASERS

DEED WRITER,

A.D.S.R. OFFICE, NAIHATI,
License No. W.B.XII-38

Typed by :

-[25]-

MEMO OF CONSIDERATION

RECEIVED from the within mentioned purchasers the within mentioned sum of Rs./- (Rupees Lakhs Thousand) only as full and final settlement, all Cheque against the said Flat Being No. '...' at the FLOOR of "**ANIL VILA APARTMENT**".

Date	Che/ Bank Draft No.	Bank Branch	Amount
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Total Rs./- (Rupees:-

SIGNATURE OF THE
DEVELOPER/CONFIRMING PARTY.

