

This DEED OF CONVEYANCE is made on this \_\_\_ day of \_\_\_\_, 2026 (Two Thousand and Twenty Five).

**B E T W E E N**

1. SRI TARAK NATH DEY, having PAN ATJPD4506A and EPIC NRX0734798, 2. SRI BISHNU DEY, having PAN ARKPD8765C and EPIC WB/20/138/018247, both are sons of Late Narendra Nath Dey, both are residing at 277 (517), Nabajiban Colony, P.O. Birati, P.S. - Airport, Kolkata - 700051, District - North 24 Parganas, 3. SMT. BASANTI ROY, having PAN AHNPR2635N and EPIC IHM2441764, Wife of Sri Suprakash Roy and Daughter of Late Narendra Nath Dey, residing at DE-11, Naba Niketan Apartment, Narayantala East, P.O. - Aswini Nagar, P.S. - Baguiati, Kolkata 700159, District - North 24 Parganas, all are by faith - Hindu, by Nationality - Indian, by Occupation - Service and Housewife respectively, hereinafter jointly called and referred to as the LAND OWNERS/VENDORS (which terms and expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and/or assigns) of the FIRST PART.

The Vendors are being represented by their Constituted Attorney namely S & S CONSTRUCTION, a Proprietorship firm, having its office situated at Holding No. 36/5, M.B. Road, Premises No. 29, Kalyan Co-Operative, P.O. Birati, P.S. - Nimta, Kolkata - 700051, District - North 24 Parganas, represented by its Sole Proprietor namely SMT. SOMA SARKAR, having PAN AVJPS0965Q and EPIC BWC2736999, Wife of Sri Shib Shankar Sarkar, residing at 230/1, M.B. Road, Rabindra Path, P.O. Birati, P.S. Nimta, Kolkata - 700051, District - North 24 Parganas, by Nationality - Indian, by faith - Hindu, by occupation - Business, by virtue of a Development Power of Attorney, duly registered on 10/02/2023 before the D.S.R.-II North 24 Parganas at Barasat and recorded in Book No. I, Volume No. 1502-2023, Pages from 33551 to 33590, being No. 150200998 for the year 2023.

**A N D**

1. \_\_\_\_\_, having PAN \_\_\_\_\_ and Aadhaar \_\_\_\_\_ and EPIC \_\_\_\_\_, Son of Mohammed Younus, 2. \_\_\_\_\_, having PAN and Aadhaar \_\_\_\_\_ and EPIC \_\_\_\_\_, Daughter of \_\_\_\_\_ residing at \_\_\_\_\_, both are by faith \_\_\_\_\_, by occupation \_\_\_\_\_, by Nationality \_\_\_\_\_, hereinafter jointly called and referred to as the PURCHASERS (which terms or expression shall unless excluded by or repugnant to the subject or context be

deemed to mean and include their respective heirs, successors, administrators, executors, legal representatives and assigns) of the **SECOND PART**.

**AND**

**S & S CONSTRUCTION**, a Proprietorship firm, having its office situated at Holding No. 36/5, M.B. Road, Premises No. 29, Kalyan Co-Operative, P.O. Birati, P.S. - Nimta, Kolkata - 700051, District - North 24 Parganas, represented by its Sole Proprietor namely **SMT. SOMA SARKAR**, having PAN AVJPS0965Q and EPIC BWC2736999, Wife of Sri Shib Shankar Sarkar, residing at 230/1, M.B. Road, Rabindra Path, P.O. Birati, P.S. Nimta, Kolkata - 700051, District - North 24 Parganas, by Nationality - Indian, by faith - Hindu, by occupation - Business, hereinafter called and referred to as the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, administrators, executors, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS** one **Atul Chandra Dey**, became the sole and absolute Owner of **ALL THAT** piece and parcel of Bastu land measuring an area of **05 Cottah**, equivalent to **8.25 Decimal**, be the same a little more or less, comprised in Dag No. 676, under Sabek Khatian No. 50, lying and situated at **MOUZA - BISHARPARA**, J.L No. 5, Re. Su. No. 89, Touzi No. 172, P.S. - Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), District - North 24 Parganas, by virtue of a Deed, duly executed by **Nabajiban Co-Operative Colony Limited** and registered on 22/02/1956 before the S.R.O. Cossipore DumDum and recorded in Book No. I, Volume No. 16, Pages from 298 to 300, being No. 1570 for the year of 1956 and absolutely seized and possessed the same.

**AND WHEREAS** being in peaceful possession over the aforesaid property, said **Atul Chandra Dey**, mutated his name in the R.S. R.O.R. vide R.S. Khatian No. 1069 and also in the present L.R. R.O.R. vide **L.R. Khatian No. 217** and thereafter being in peaceful possession over the same, he sold, transferred and conveyed a portion of land measuring an area of **01 Cottah 11 Chittcak**, more or less, out of the aforesaid land measuring an area of 05 Cottah, comprised in R.S. Dag No. 676, under Sabek Khatian No. 50, corresponding to R.S. Khatian No. 1069, lying and situated at **MOUZA - BISHARPARA**, J.L No. 5, Re. Su. No. 89, Touzi No. 172, P.S. - Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), District - North 24 Parganas, in favour of **Anil Kumar Dey**, by virtue of a Sale Deed, duly registered on 11/04/1964 before the D.R. 24 Parganas at Alipore and recorded in Book No. I,

Volume No. 37, Pages from 64 to 67, being No. 1282 for the year of 1964 and delivered the peaceful possession over the same and said **Atul Chandra Dey**, remain in peaceful possession over his remaining land.

AND WHEREAS being in peaceful possession over his remaining property, said **Atul Chandra Dey**, died intestate leaving behind his wife **Santilata Dey** and two daughters namely **Anita Rani Dey & Bula Dey**, as his only legal heirs and successors, who jointly inherited the same, according to Hindu Succession Act in equal share and jointly seized and possessed the same.

AND WHEREAS being in joint peaceful possession over the aforesaid property, said **Santilata Dey** and others, jointly sold, transferred and conveyed a portion of land measuring an area of **01 Cottah 10 Chittcak 30 Sq.ft.**, more or less, comprised in R.S. Dag No. 676, under Sabek Khatian No. 50, corresponding to R.S. Khatian No. 1069, lying and situated at **MOUZA - BISHARPARA**, J.L No. 5, Re. Su. No. 89, Touzi No. 172, P.S. - Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), District - North 24 Parganas, in favour of **Narendra Nath Dey**, by virtue of a Sale Deed, duly registered on 14/03/1967 before the S.R.O. Cossipore DumDum and recorded in Book No. I, being No. 1988 for the year of 1967 and delivered the peaceful possession over the same.

AND WHEREAS said **Shantilata Dey, Anita Basu & Bula Dey**, jointly also sold, transferred and conveyed another portion of land measuring an area of **01 Cottah 10 Chittcak 30 Sq.ft.** more or less, comprised in R.S. & L.R. Dag No. 676, under Sabek Khatian No. 50, corresponding to R.S. Khatian No. 1069, corresponding to L.R. Khatian No. 217, lying and situated at **MOUZA - BISHARPARA**, J.L No. 5, Re. Su. No. 89, Touzi No. 172, P.S. - Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), District - North 24 Parganas, in favour of **Narendra Nath Dey**, by virtue of a Sale Deed, duly registered on 01/02/1988 before the D.R. North 24 Parganas at Barasat and recorded in Book No. I, Volume No. 10, Pages from 301 to 306, being No. 674 for the year of 1988 and delivered the peaceful possession over the same.

AND WHEREAS being in peaceful possession over the aforesaid purchased property, said **Anil Kumar Dey**, sold, transferred and conveyed the same, i.e. the land measuring an area of **01 Cottah 11 Chittack**, more or less, out of the aforesaid land measuring an area of 05 Cottah, comprised in R.S. & L.R. Dag No. 676, under Sabek Khatian No. 50, corresponding to R.S. Khatian No. 1069, corresponding to L.R. Khatian No. 217, lying and situated at **MOUZA - BISHARPARA**, J.L No. 5, Re. Su. No. 89, Touzi No. 172, P.S. -

Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), District - North 24 Parganas, in favour of **Manju Rani Dey**, by virtue of a Sale Deed, duly registered on 22/04/1998 before the D.R. North 24 Parganas at Barasat and recorded in Book No. I, Volume No. 54, Pages from 389 to 394, being No. 2599 for the year of 1998 and delivered the peaceful possession over the same.

**AND WHEREAS** by virtue of aforesaid description, said Manju Rani Dey & her husband Narendra Nath Dey, i.e. the parents of the land owners herein, became the joint owners of the Bastu land measuring an area of **05 Cottah**, comprised in R.S. & L.R. Dag No. 676, under Sabek Khatian No. 50, corresponding to R.S. Khatian No. 1069, corresponding to L.R. Khatian No. 217, lying and situated at **MOUZA - BISHARPARA**, J.L No. 5, Re. Su. No. 89, Touzi No. 172, P.S. - Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), District - North 24 Parganas and jointly seized and possessed the same.

**AND WHEREAS** said **Narendra Nath Dey**, died intestate on 04/11/1990 and his wife **Manju Rani Dey**, also died intestate on 03/12/2011, leaving behind their three sons namely **Kalipada Dey, Tarak Nath Dey & Bishnu Dey** and only daughter **Basanti Dey**, as their only legal heirs and successors, who jointly inherited the aforesaid property, according to Hindu Succession Act in equal 1/4th share and jointly mutated their names in the records of North DumDum Municipality under Ward No. 01, being Holding No. 277 (517) Nabajiban Colony and jointly seized and possessed the same.

**AND WHEREAS** by virtue of inheritance, said **Kalipada Dey**, being the absolute Owner of **ALL THAT** piece and parcel of undivided Bastu land measuring an area of **01 (One) Cottah 04 (Four) Chittack**, be the same a little more or less, comprised in R.S. & L.R. Dag No. 676, under Sabek Khatian No. 50, corresponding to R.S. Khatian No. 1069, corresponding to L.R. Khatian No. 217, lying and situated at **MOUZA - BISHARPARA**, J.L No. 5, Re. Su. No. 89, Touzi No. 172, under North DumDum Municipality, Ward No. 01, being Holding No. 277 (517), Nabajiban Colony, Kolkata 700051, P.S. - Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), District - North 24 Parganas, donated the same, in favour of his brothers namely **Tarak Nath Dey & Bishnu Dey** [the **VENDOR NOS. 1-2** herein], by virtue of a Gift Deed, which was duly registered on 10/02/2023 before the D.S.R.-II North 24 Parganas at Barasat and recorded in Book No. I, Volume No. 1502-2023, Pages from 33456 to 33477, being No. 150200994 for the year 2023.

**AND WHEREAS** by virtue of aforesaid description, all the **VENDORS** herein, became the joint absolute owners of **ALL THAT** piece and parcel of land measuring an area of **05 (Five) Cottah**, comprised in R.S. & L.R. Dag No.

676, under Sabek Khatian No. 50, corresponding to R.S. Khatian No. 1069, corresponding to L.R. Khatian No. 217, lying and situated at **MOUZA - BISHARPARA**, J.L No. 5, Re. Su. No. 89, Touzi No. 172, under North DumDum Municipality, under Ward No. 01, being Holding No. 277 (517), Nabajiban Colony, Kolkata - 700051, P.S. - Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), District - North 24 Parganas, morefully and particularly described in the **First Schedule** hereunder written and mutated their names in the present L.R. R.O.R. vide **L.R. Khatian Nos. 4412, 4415 & 4416** respectively and since then they have been enjoying the same free from all encumbrances.

**AND WHEREAS** with a view to develop their aforesaid property, briefly mentioned in the **First Schedule** hereunder written, the **VENDORS** herein, jointly entered into a Development Agreement with the present Developer herein under certain terms and conditions mentioned therein and also empowered the said Developer, as their Constituted Attorney, by virtue of a Development Agreement with Development Power of Attorney, which was duly registered on 10/02/2023 before the D.S.R.-II North 24 Parganas at Barasat and recorded in Book No. I, Volume No. 1502-2023, Pages from 33551 to 33590, being No. 150200998 for the year 2023 and handed over the peaceful possession of the said Property, which is mentioned in the **First Schedule** hereunder written.

**AND WHEREAS** according to the aforesaid registered Development Agreement and Development Power of Attormey, the Developer herein, obtained a sanctioned building plan from the North DumDum Municipality and accordingly the Developer herein started to construct the multi-storied building consisting with Residential Flats, and other Units, under the name and style as **SWAPNA NEER APARTMENT**, at their own cost and expenses.

**AND WHEREAS** the Purchasers herein for their residential accomodation requested the Vendors and the Developer herein to purchase an area and the Vendors and the Developer herein jointly agreed to sell transfer and convey **ALL THAT** one self contained residential **FLAT** being No. **1B** measuring an area of **1035 Sq.ft.** be the same a little more or less, including super built up area, on the **First Floor**, as Developer's Allocation, out of the said multi-storied Building namely **SWAPNA NEER APARTMENT**, situated at Holding No. 277 (517), Nabajiban Colony, Kolkata - 700051, P.S. - Airport, under Ward No. 1 of North DumDum Municipality, District - North 24 Parganas, morefully and particularly described in the **SECOND** Schedule hereunder written and hereinafter, called the said Unit togetherwith the proportionate share or interest of the land, described in the First schedule

hereunder written, at a total consideration of **Rs. 33,12,000/- (Rupees Thirty Three Lakh Twelve thousand) only**, free from all encumbrances.

**NOW THIS INDENTURE WITNESSETH** that at and for a valuable consideration of a sum of **Rs. 33,12,000/- (Rupees Thirty Three Lakh Twelve thousand) only**, of the lawful money of the Union of India well and truly paid by the Purchasers to the Developer herein, as and by way of Sale Price for acquiring the undivided proportionate indivisible variable impartible share in the land underneath the building comprised in the said Premises and attributable to the said Flat (the receipt whereof the Developer herein doth hereby admit and acknowledge to have received as also by the memo hereunder written) and the Vendors & Developer herein jointly doth hereby sell convey transfer assure and assign unto and in favour of the Purchasers herein, **ALL THAT** one self contained residential **FLAT** being No. **1B** measuring an area of **1035 Sq.ft.** be the same a little more or less, including super built up area, on the **First Floor**, as Developer's Allocation, out of the said multi-storied Building namely **SWAPNA NEER APARTMENT**, situated at Holding No. 277 (517), Nabajiban Colony, Kolkata - 700051, P.S. - Airport, under Ward No. 1 of North DumDum Municipality, District - North 24 Parganas, morefully and particularly described in the **SECOND SCHEDULE** hereinafter written, **TOGETHER WITH** undivided proportionate share of land attributable to the said flat, morefully and particularly described in the First Schedule hereunder written **TOGETHER WITH** the proportionate undivided share or interest in the common areas and facilities described in the **Third Schedule** hereunder written provided to the said building with undivided proportionate share in the land and common areas and facilities hereinafter collectively called the "**Said Flat**" **AND ALL** the estate right title interest property claim and demand whatsoever of the Vendors and the Developer hereto into out of or upon the said flat and properties appurtenant thereto **TO HAVE AND TO HOLD** the said flat and the rights and properties appurtenant thereto hereby granted, conveyed, transferred, assigned assured and confirmed and every part or parts thereof respectively forever **TOGETHER WITH** the Vendors and the Developer and each of their respective rights unto the Purchasers hereto free from all encumbrances save those expressly mentioned hereto **SUBJECT EXCLUSIVELY** to the payment of the proportionate share of the apportioned liability for Municipal Taxes, Insurance premium for the said building and the monthly maintenance charges mentioned in the Fifth Schedule hereunder written **AND SUBJECT** nevertheless to the easements or quasi-easements and other stipulations or provisions in connection with the beneficiaries and enjoyment of the said flat,

mentioned in the Second Schedule hereunder written **AND SUBJECT ALSO** to that the Purchasers hereto shall hold the said flat and other properties hereby sold, transferred, conveyed and assigned as an indivisible estate and shall not sub-divide or partition by metes and bounds the same or any portion hereof in any manner whatsoever **TOGETHER WITH** the right to use the stair-case, lift, entrance, deep tubewell, electrical plumbing and other installations of common utility, main entrance and other common paths and passages, if any, in common with the Vendors and/or other owners and occupiers of the said building for the purpose of access to and from the main road **EXCEPTING AND RESERVING UNTO** the Vendors and the Developer such easements or quasi-easements rights and privileges as are mentioned in Fourth Schedule hereunder written.

**THE VENDORS AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS HERETO** as follows :

1. That the Vendors have good right and valid marketable title to transfer and assign the said flat and the rights appurtenant thereto in the manner mentioned hereinabove NOTWITHSTANDING any act, deed or thing done, committed by the Vendors suffered to the contrary.

2. That the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said flat with common area facilities and the properties appurtenant thereto and the right to use all common passage and receive the rent, issues and profits thereof without any lawful eviction claims or demand whatsoever from or by the Vendors and/or any persons claiming through under or in trust for the Vendors and Developer free from all encumbrances. And that it is hereby further agreed that the Purchasers hereto as the absolute owner of the said flat shall have all rights, title, interest thereto with right to sell, gift, transfer and assign the said flat in any manner he likes and that the other flat owners and/or the Vendors and the Developer hereto shall have no objection to any such transfer.

3. That the Purchasers of the said flat shall always be entitled to pass, re-pass and to have ingress to and egress from the main gate of the said building and all the common stairs, landings, roof and passages upto the said flat for the purpose of egress and ingress walking and taking and carrying all luggage and articles but in so doing the Purchasers or flat holder shall abide by all the rules and regulations which may be made for the management maintenance and upkeep of the said building and without causing any disturbances, annoyances and inconveniences to the other occupiers and inmates of the said

building without causing any loss or damages or injury whatsoever to the said building.

4. That the Vendors and the Developer and all persons having or claiming any estate or interest in the said premises or any part thereof under or in trust for the Vendors shall and will at all reasonable times hereafter at the request and costs of the Purchasers hereto will execute or cause to be done or executed all such acts, deeds and things for further and more perfectly assuring the said flat and the properties appurtenant thereto in favour of the Purchasers as the Purchasers shall or may reasonable required.

5. That the Vendors and the Developer shall unless prevented by fire or some other inevitable accident from time to time and at all times hereinafter upon every request and at the cost of the Purchasers of the said flat produce or cause to be produced to the Purchasers or his Advocate or Agents or at any trial commission examination otherwise of the title deed in respect of the said premises whereon the said building has been constructed and also shall unless prevented as aforesaid keep the said title safe unobliterated and uncancelled.

6. That by virtue of this Deed of Conveyance the Purchasers shall be the absolute owners of the said flat together with undivided proportionate share of the said underneath land with right to use all common facilities of the said building with all right, title, interest, benefits of the said flat AND entitled to mutate their names in the office of local DumDum Municipality as joint absolute owners of the said flat and for the said mutation the Vendors and Developer shall execute all required documents if and when required without any delay or demand.

**THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER HEREIN** as follows :

1. That the Purchasers shall and will at all times hereafter indemnify and keep safe and harmless and indemnified the Vendors and the Developer and its estate and effects from the payments as are to be made by the Purchasers and contained in these presents and further indemnify and keep safe and performance of covenants and conditions as are required to be observed and performed by the Purchasers of the said flat and contained in these presents and all claims and demands of action thereof.

2. That the Purchasers hereof from time to time and all times hereafter hereby agrees to contribute and pay their proportionate share towards the costs, expenses and outgoing in respect of matter indicated in Fourth Schedule hereunder written and also any other taxes and outgoing to be levied

thereafter and that it is hereby further agreed that the appointment required for matters covered under Fourth Schedule hereunder written shall be made by the Vendors and the Developer or by their nominees or constituted Attorney or by the flat owners and occupiers Association of the said building to be formed for the purpose which shall be conclusive and binding upon all the Flat owners/occupiers and Purchasers hereto.

3. That so long as the said flat of the said building shall not be separately assessed for municipal taxes, the Purchasers hereto shall pay the proportionate share of consolidated Municipal taxes, rates and water taxes assessed for the whole building and the said proportionate share will be calculated as per area of each flat and the Association of the said building to be formed for the purpose of upkeep and maintenance of the said building and the same shall be conclusive final and binding upon all the flat owners/Vendors and the Purchasers hereto.

4. That the Purchasers hereby have agreed that in the event any amount becomes payable by the Owners/Vendors and the Developer by way of premium or by any account whatsoever to the Municipality or to the Central or State Government or to any other authority formed under the law for betterment fees or charges or development taxes or any other tax or payment of similar nature, the same shall be paid by the Developer or owners/Vendors herein the Purchasers is not liable or responsible for the same in any manner.

5. That it is hereby agreed that the Purchasers hereto shall not at any time demolish or damage or cause to be damaged or demolished the said flat or any part thereof hereby agreed to be purchased by him or at any time make or cause to be made any structural additions or alterations of whatsoever nature to the said flat or any part thereof but the Purchasers areis entitled to renovate or repair the said flat in inner side and can change the interior decoration of the flat and further that the Purchasers hereto shall not close or permit the closing of verandah or lounge or balconies and any other portion for common use in the said building and shall not further block or place or permit the block or placing of articles or things in the corridors, verandah, lounges and/or balconies and/or other places for common use in the said building nor shall undertake any additions or alteration in the elevation and outside colour scheme of the said flat intending to be purchased hereby **AND FURTHER** that the Purchasers hereto shall not decorate the exterior portion of the said flat with materials other than in the manner agreed or by the Association of flat owners and occupiers entrusted with the task of management and upkeep of the said building.

6. That the Purchasers hereto of the said flat may at his own cost make improvement inside the said flat in such manner that the same shall not in any way damage the said flat or affect any of the neighboring flat holders.
7. That if at any time any repairs and/or additions and/or renewals are necessitated in respect of the said flat, the Purchasers may undertake such repairs etc. effected at the cost of the Purchasers.
8. The Purchasers shall be responsible for the maintenance including and/or other interior decorations of inside the said flat and the Purchasers hereto undertakes to do all such works and maintenance as are necessary inside the said flat at his own cost.
9. That the supply of water to the said Flat from the common overhead tank on the roof of the said building shall be made and the Purchasers hereto shall abide by all the rules and regulations which shall be made by the Owners' Association of management, maintenance and upkeep of the said building in that regard and/or the regulations made under any Act for the time being in force including the West Bengal Apartment Ownership Act, 1972 and rules made thereunder.
10. That it is hereby further agreed that the Purchasers hereto shall have such claim and/or right of any nature or kind over and in respect of the terrace and the roof of the said building as part of common areas.
11. That it is hereby further agreed that the Purchasers and their mens and agents hereto of the said Flat shall use the staircase, landing or staircase, roof, terrace, drainage, sewerage line, septic tank, water tank, water reservoir, outer side water pipe line, motor, pump, all service areas with all path and passages of the building for all times for egress and ingress and for all other purpose. The Purchasers will not obstruct the common passages, landings etc.
12. That the Vendors and the Developer shall render to the Purchasers all co-operation and sign all papers, applications and documents as be reasonably required by the Purchasers for the purpose of completing the construction and use of the said Flat as residential purpose only and to give effect to the intent and purpose of this conveyance.
13. That the Purchasers agrees and undertakes to be member of Association to be formed under the W.B. Apartment Ownership Act, 1972 by all the Flat owners of the said building for the purpose of general management, maintenance and upkeep of the building and common facilities of the said premises.
14. The Purchasers shall be liable to pay the service taxes, and others Government taxes to authority as applicable.

15. The Purchasers have to pay GST charges as applicable.

16. The Purchasers herein shall have every right to sell, gift, mortgage the said Flat in favour of any intending person as per their own Choice and shall mutate their names in the records of local Municipality.

**THE FIRST SCHEDULE REFERRED TO ABOVE**  
**(The Said Premises)**

ALL THAT piece and parcel of Bastu land measuring an area of **05 (FIVE) COTTAH**, be the same a little more or less, comprised in R.S. & L.R. Dag No. 676, under Sabek Khatian No. 50, corresponding to R.S. Khatian No. 1069, corresponding to L.R. Khatian No. 217 present **L.R. Khatian Nos. 4412, 4415 & 4416** [recorded in the name of the **VENDORS** herein], lying and situated at **MOUZA - BISHARPARA**, J.L No. 5, Re. Su. No. 89, Touzi No. 172, under North DumDum Municipality, Ward No. 01, being Holding No. 277 (517), Nabajiban Colony, Kolkata 700051, P.S. - Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), District - North 24 Parganas **TOGETHER WITH** all types of easement rights, alongwith multi-storied building erected thereon, which is butted and bounded by

ON THE NORTH : L/o Subrata Das.

ON THE SOUTH : L/o Sibud Dey

ON THE EAST : L/o Mihir Podder.

ON THE WEST : 23'-0" wide Municipal Road.

**THE SECOND SCHEDULE REFERRED TO ABOVE**  
**(Description of the Unit to be transferred)**

ALL THAT one self contained complete **Tiles Flooring** residential **FLAT** being No. **1B** measuring Carpet Area of \_\_\_\_\_ Sq.ft. Covered area of \_\_\_\_\_ Sq.ft. corresponding to **1035 Sq.ft.** be the same a little more or less, including super built up area, on the **First Floor**, consisting of 03 Bedrooms, 01 Dining, 01 Kitchen, 02 Toilets and 01 Balcny, as Developer's Allocation, out of the said multi-storied Building namely **SWAPNA NEER APARTMENT**, situated at Holding No. 277 (517), Nabajiban Colony, Kolkata - 700051, P.S. - Airport, under Ward No. 1 of North DumDum Municipality, District - North 24 Parganas **TOGETHER WITH** undivided proportionate share or interest in the land as described in the First Schedule hereinabove written, with all easements attached thereto together with the right of entry & exit from the municipal road, morefully delineated in the annexd Plan by a **RED** colour border. The annexed Plan, Colour Photos and Fingerprints of the parties

herein, shall be treated as a part of this Deed. The said Flat is butted and bounded by :

- ON THE NORTH** : Flat No. 1A  
**ON THE SOUTH** : Open to Sky  
**ON THE EAST** : Flat No. 1C  
**ON THE WEST** : Open to Sky

**THE THIRD SCHEDULE REFERRED TO ABOVE**

(Common Areas)

1. Staircases on all the floor & Lift.
2. Common passages and lobbies.
3. Water pump, water tank water pipes and other plumbing installations.
4. Electric wiring meters and fittings (excluding those as are installed for any particular Unit).
5. Drainage and sewers.
6. Pump and stairs.
7. Ultimate Roof.
8. Boundary walls and main gate.
9. Such other common parts, areas, equipments installations, fixtures, fittings, and spaces in or about the said building as are necessary for passage user and occupations of the Unit in common as are specified by the Owner/Developer expressly to be the common parts after construction of the building but except the covered spaces and open spaces.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

Costs expenses and outgoings and obligations for which all Purchasers to contribute proportionately through the owners Association / Co-operative to be formed by the intending Purchasers of the Apartment :

(a) The expenses of maintaining, repairing and renewing the main structures and in particular the drainage systems septic tank, rain water discharge arrangement water supply, supply of electricity to all common areas, mentioned in Third schedule hereto.

(b) The expenses of repairing, maintaining, white washing and colour washing the main structures of the building including the exterior of the

building and also the common areas of the building described in the Schedule Fourth above written.

(c) The costs of cleaning and lighting the entrance of the building the passage and spaces around the Building lobby, corridors, stair case and other common areas.

(d) Salaries, wages, fees, remunerations, to sweepers, plumbers, electricians, care takers or any other persons whose appointment may be considered necessary for maintenance and protection of The said premises and administration and management of the affairs thereof.

(e) Insurance Premium of the Building (if insured).

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hand and seal on this indenture the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

**in presence of following**

**WITNESSES :**

1.

\_\_\_\_\_  
**SIGNATURE OF THE VENDORS**

2.

\_\_\_\_\_  
**SIGNATURE OF THE PURCHASERS**

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER**

**MEMO OF CONSIDERATION**

RECEIVED from the within named Purchasers herein a total sum of **Rs. 33,12,000/- (Rupees Thirty Three Lakh Twelve thousand)** only as the full consideration money as follows :

| <u>Date</u> | <u>Cheque</u> | <u>Bank</u> | <u>Amount</u> |
|-------------|---------------|-------------|---------------|
|-------------|---------------|-------------|---------------|

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER**

**Drafted by :**

**Sk. Abdul Mahid**  
(Advocate)  
Dist. Judges' Court,  
Barasat, North 24 Pgs.

**Letter Settings :**

(Kuntal Singha Roy)  
Barasat Court.