

DEED OF CONVEYANCE

This **Deed of Conveyance** executed on this day of, **2023**
By and Between

[1] SRI ASIM KUMAR MUKHOPADHYAY [PAN AERPM6894H], son of Late Hari Narayan Mukherjee, by occupation - Retired Person and **[2] MS. SUKLA MUKHERJEE [PAN BFEPM6530F]**, unmarried daughter of Late Hari Narayan Mukherjee, by occupation - Household Work, both by faith - Hindu, by nationality - Indian, residing at 9, Baguiati Fourth Lane, Post Office and Police Station - DumDum, District - North 24-Parganas, PIN - 700 028, West Bengal, hereinafter referred to and called as the **LANDOWNERS/VENDORS** [which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include their respective heirs, executors, administrators, legal representatives and assigns] of the **FIRST PART**, represented by **AVISHEK TRADING [PAN AAGFA0325E]**, a Partnership Firm, having its Principal Place of Business at 27 and 27-A (Old) 64 and 65 (New), Baguiati Road, Post Office and Police Station - DumDum, District North 24-Parganas, PIN - 700 028, West Bengal, represented by one of its **Partners** and **Authorized Signatory** namely **SRI DEBDAS SAHA [PAN ARSPS6978G]**, son of Late Satish Chandra Saha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Kamini Kutir, 48 (old) 27 (New), Baguiati Road, Post Office and Police Station DumDum, District North 24-Parganas, PIN - 700 028, West Bengal, as **Constituted Attorney** by virtue of a **Development Power of Attorney after Registered Development Agreement** made and executed on **8th** day of **November, 2021** which was duly registered with the Office of the **Additional Registrar of Assurance - IV** at **Kolkata** and recorded into Book No. I, Volume No. 1904-2021, Pages from 701905 to 701934, **Being No. 190413482** for the year **2021**;

AVISHEK TRADING
Debdas Saha
Partner

AND

AVISHEK TRADING [PAN AAGFA0325E], a Partnership Firm, having its Principal Place of Business at 27 and 27-A (Old) 64 and 65 (New), Baguiati Road, Post Office and Police Station - DumDum, District North 24-Parganas, PIN - 700 028, West Bengal, represented by one of its **Partners** and **Authorized Signatory** namely **SRI DEBDAS SAHA [PAN ARSPS6978G]**, son of Late Satish Chandra Saha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Kamini Kutir, 48 (old) 27 (New), Baguiati Road, Post Office and Police Station DumDum, District North 24-Parganas, PIN - 700 028, West Bengal, hereinafter referred to and called as the **DEVELOPER/PROMOTER** [which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners] of the **OTHER PART**;

AND

[1] SRI/SRIMATI/KUMARI _____
[PAN _____], son/wife/daughter of _____, by Religion - _____, by Occupation - _____, by Nationality - Indian, residing at _____, Post Office - _____, under Police Station - _____, PIN - _____, State - _____,
[2] SRI/SRIMATI/KUMARI _____
[PAN _____], son/wife/daughter of _____, by Religion - _____, by Occupation - _____, by Nationality - Indian, residing at _____, Post Office - _____, under Police Station - _____, PIN - _____, State - _____,
 hereinafter referred to as the **ALLOTTEE/S** [which terms and expression shall unless excluded by or repugnant to the context be deemed to mean include his/her/their respective heirs executors legal representatives administrators and assigns] of the **THIRD PART**

The **Landowners/Vendors**, the **Developer/Promoter** and the **Allottee(s)** shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. That, by a **Saf Bikray Kobala** dated the **25th** day of **April, 1967** one **SRIMATI SIKHAR BASINI DEBI**, wife of Late Janendra Nath Mukhopadhyay, therein referred to and called as the **Vendor** of the **One Part** due to urgent requirement of lawful money sold, transferred, conveyed, granted, assigned and assured **ALL THAT** piece and parcel of a plot of land measuring about **2 [two] Cottahs 9 [nine] Chittacks 17 [seventeen] Square Feet** more or less, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. No. 154, Touzi No. 169**, comprised in Dag No. 2286 appertaining to Jamindar Khatian No. 229 corresponding to

Praja Khatian No. 230, within the local limits of **South DumDum Municipality**, having **Municipal Holding No. 81/1, Baguiati Road**, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District 24-Parganas, unto and in favour of one **SRI HARINARAYAN MUKHOPADHYAY**, son of Late Janendra Nath Mukhopadhyay, therein referred to and called as the **Purchaser** of the **Other Part** which was duly registered with the Office of the Sub-Registrar at Cossipore, DumDum and recorded in Book No. I, Volume No. 54, Pages from 143 to 146, **Being No. 3174** for the year **1967**, against the consideration mentioned therein and thus handed over the vacant and peaceful physical possession of the aforesaid property absolutely and forever;

- B. That, by an **Indenture of Bond** dated the **3rd** day of **July, 1972** made and executed between **SRI HARINARAYAN MUKHERJEE**, son of Late Janendra Nath Mukherjee, therein referred to and called as the **Borrower** and **SRI SUSHIL KUMAR CHAKRABORTY**, son of Late Upendra Nath Chakraborty, therein referred to and called as the **Surety** and **THE GOVERNOR OF THE STATE OF WEST BENGAL**, therein referred to and called as the **Governor** which was duly registered with the Office of the Sub-Registrar at Cossipore, DumDum and recorded into **Book No. I**, Volume No. 73, Pages from 31 to 40, **Being No. 4314** for the year **1972** said **SRI HARINARAYAN MUKHERJEE**, son of Late Janendra Nath Mukherjee, had borrowed and/or lent a sum of **Rs. 12,500/- [Rupees twelve thousand five hundred]** only to construct a building as specifically mentioned therein;
- C. That, thereafter said **SRI HARINARAYAN MUKHERJEE**, son of Late Janendra Nath Mukherjee, had refund said loan amount in favour of said **THE GOVERNOR OF THE STATE OF WEST BENGAL** and thus by an **Indenture of Re-Conveyance** dated the **5th** day of **July, 1990** said **THE GOVERNOR OF THE STATE OF WEST BENGAL**, therein referred to and called as the **Governor** of the **First Part** had acquitted, released and discharged the aforesaid property in favour of said **SRI HARINARAYAN MUKHERJEE**, son of Late Janendra Nath Mukherjee, therein referred to and called as the **Borrower** of the **Second Part** and said **SRI SUSHIL KUMAR CHAKRABORTY**, son of Late Upendra Nath Chakraborty, therein referred to and called as the **Surety** of the **Other Part** absolutely and forever, which was duly registered with the Office of the District Registrar of the District North 24-Parganas at Barasat and recorded into **Book No. I**, Volume No. 96, Pages from 227 to 236, **Being No. 5470** for the year **1990**;
- D. That, during the course of enjoyment said **HARI NARAYAN MUKHERJEE**, died intestate on **8th** day of **January, 1994** and **his wife** namely **GEETA MUKHERJEE** died before his death on **28th** day of **October, 1992** leaving behind them, **their only son** namely **SRI ASIM KUMAR MUKHOPADHYAY** and **only unmarried daughter** namely **MS. SUKLA MUKHERJEE**, as the only legal heir, heiress, successors and representatives towards the estate of deceased said **HARI NARAYAN**

MUKHERJEE and **GEETA MUKHERJEE**, by virtue of law of inheritance as per Hindu Succession Act, 1956 as amended up-to-date;

- E. That, after the demise of said **HARI NARAYAN MUKHERJEE** and **GEETA MUKHERJEE**, said [1] **SRI ASIM KUMAR MUKHOPADHYAY**, son of Late Hari Narayan Mukherjee and [2] **MS. SUKLA MUKHERJEE**, unmarried daughter of Late Hari Narayan Mukherjee, the the Landowners/Vendors herein became the absolute joint owners of aforesaid property left by their deceased father said **HARI NARAYAN MUKHERJEE**, and thus said [1] **SRI ASIM KUMAR MUKHOPADHYAY**, son of Late Hari Narayan Mukherjee and [2] **MS. SUKLA MUKHERJEE**, unmarried daughter of Late Hari Narayan Mukherjee, the Landowners/Vendors herein mutated their names with the Offices of the concerned competent authorities and used to pay proper tax and other outgoings against their names regularly and punctually and enjoying the aforesaid property without any interruptions and/or hindrances from any corner whatsoever and thus the Landowners /Vendors herein seized and possessed of or otherwise well and sufficiently entitled to diverge the same absolutely forever and free from all sort of encumbrances, attachments, liens, lispensens, alignments, requisitions, acquisitions and liabilities whatsoever;
- F. That, by virtue of law of inheritance and mutation as well, said [1] **SRI ASIM KUMAR MUKHOPADHYAY**, son of Late Hari Narayan Mukherjee and [2] **MS. SUKLA MUKHERJEE**, unmarried daughter of Late Hari Narayan Mukherjee, the Landowners/Vendors herein became the absolute joint owners of assured **ALL THAT** piece and parcel of a plot of land measuring about **2 [two] Cottahs 9 [nine] Chittacks 17 [seventeen] Square Feet** more or less **TOGETHER WITH** an **one storied brick built building with R. C. C. Roof** measuring about **400 [four hundred] Square Feet** more or less standing thereon, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. No. 154, Touzi No. 169**, comprised in C. S. Dag No. 2286 corresponding to **R. S. Dag No. 5957** corresponding to **L. R. Dag No. 5954** appertaining to Jamindar Khatian No. 229 corresponding to Praja Khatian No. 230 corresponding to **L. R. Khatian No. 5326**, within the local limits of **Ward No. 26** of the **South DumDum Municipality**, having **Municipal Holding No. 81/1, Baguiati Road [old] 15, Baguiati 4th Lane [new]**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District North 24-Parganas, **PIN - 700 028**, hereinafter referred to and called as the **“SAID PREMISES”** which is more fully and particularly mentioned in the **First Schedule** written hereunder;
- G. That, while thus said [1] **SRI ASIM KUMAR MUKHOPADHYAY**, son of Late Hari Narayan Mukherjee and [2] **MS. SUKLA MUKHERJEE**, unmarried daughter of Late Hari Narayan Mukherjee, the Landowners/Vendors herein, enjoying the aforesaid property as the joint and absolute owners, they with a view to construct a multi storied building at the said premises enquired and discussed various contractors, developers regarding construction of multi storied building and gained knowledge thereto;

H. That, said **[1] SRI ASIM KUMAR MUKHOPADHYAY**, son of Late Hari Narayan Mukherjee and **[2] MS. SUKLA MUKHERJEE**, unmarried daughter of Late Hari Narayan Mukherjee, the Landowners/Vendors herein had jointly entered into a **Development Agreement** on **8th** day of **November, 2021** with one reputed Developer namely **AVISHEK TRADING**, a Partnership Firm, having its Principal Place of Business at 27 and 27-A (Old) 64 and 65 (New), Baguiati Road, Post Office and Police Station - DumDum, District North 24-Parganas, PIN - 700 028, West Bengal, represented by one of its **Partners** and **Authorized Signatory** namely **SRI DEBDAS SAHA**, son of Late Satish Chandra Saha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Kamini Kutir, 48 (old) 27 (New), Baguiati Road, Post Office and Police Station DumDum, District North 24-Parganas, PIN - 700 028, West Bengal, the Developer/Promoter herein under some, terms, conditions and allocation as specifically mentioned therein which was duly registered with the Office of the **Additional Registrar of Assurance - IV** at **Kolkata** and recorded into Book No. I, Volume No. 1904-2021, Pages from 700036 to 700080, **Being No. 190413447** for the year **2021** and also said **[1] SRI ASIM KUMAR MUKHOPADHYAY**, son of Late Hari Narayan Mukherjee and **[2] MS. SUKLA MUKHERJEE**, unmarried daughter of Late Hari Narayan Mukherjee, the Landowners/Vendors herein had nominated, appointed and constituted said **AVISHEK TRADING**, a Partnership Firm, having its Principal Place of Business at 27 and 27-A (Old) 64 and 65 (New), Baguiati Road, Post Office and Police Station - DumDum, District North 24-Parganas, PIN - 700 028, West Bengal, represented by one of its **Partners** and **Authorized Signatory** namely **SRI DEBDAS SAHA**, son of Late Satish Chandra Saha, as **Constituted Attorney** by virtue of a **Development Power of Attorney after Registered Development Agreement** made and executed on **8th** day of **November, 2021** which was duly registered with the Office of the **Additional Registrar of Assurance - IV** at **Kolkata** and recorded into Book No. I, Volume No. 1904-2021, Pages from 701905 to 701934, **Being No. 190413482** for the year **2021**;

I. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising multi-storied apartment building and the said project shall be known as '**GITANJALI APARTMENT**' ("**Project**");

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

J. The Landowners/Vendors and the Developer/Promoter herein are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Landowners/Vendors and the Developer/Promoter herein regarding the said land on which Project is to be constructed have been completed;

- K. The **South Dum Dum Municipality** has granted the Commencement Certificate/Sanctioned Building Plan to develop the Project vide approval dated **11th** day of **March, 2022**, bearing No. **717, 2021-2022**;
- L. The Landowners/Vendors and the Developer/Promoter herein have obtained the final layout plan approvals for the Project from **South Dum Dum Municipality**. The Landowners/Vendors and the Developer/Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- M. The Developer/Promoter has registered the Project under the provisions of the Act with the **Real Estate Regulatory Authority** at No. _____ on _____ under registration.
- N. That, the Developer/Promoter already constructed a new multi storied apartment building comprised with several numbers of Flats in the said building with common amenities and facilities thereto in conformity with the said sanctioned plan and the specification;
- O. That, the Purchaser/Allottee/s has/have perused and satisfied with the sanction plan, specification of the newly constructed building and title of the said plot of land;
- P. That, by a **Agreement for Sale** the Developer/Promoter along with the Landowners/ Vendors herein, have agreed to sell and the Purchaser/Allottee/s agreed to purchase **ALL THAT** piece and parcel of a self contained **Residential Flat** being No. “___” situated on the _____ **side** of _____ **Floor** of a multi storied building, measuring about _____ [_____] **Square Feet Carpet Area** more or less equivalent to _____ [_____] **Square Feet Built-up Area** more or less equivalent to _____ [_____] **Square Feet Super Built-up Area** more or less together with the undivided un-demarcated proportionate share in the said plot of land specifically and particularly described in the Second Schedule written hereunder together with all amenities, facilities, restrictions and common expenses provided thereto as specifically and particularly described in the Third, Fourth, Fifth and Sixth Schedules respectively written hereunder along with the intent and object that the Purchaser/Allottee/s shall be entitled to hold the said flat by way of exploiting in lawful residential purposes at and for consolidated consideration of **Rs.** _____/- [**Rupees** _____] **only** which has been paid by the Purchaser/Allottee/s to the Developer/Promoter on or before execution of these presents as detailed below in the memo of consideration;

NOW THIS INDENTURE WITNESSETH by and between the parties hereto as follows:-

- A. In pursuance of the said agreement and in consideration of the said sum of **Rs. _____/- [Rupees _____]** **only** of the lawful money of the Union of India and truly paid by the Purchaser/Allotee/s herein to the Developer/Promoter [receipt whereof the Developer/Promoter doth hereby as also by the memo of consideration written herein below admit and acknowledge and of and from the same and every part thereof hereby acquit, release and forever discharge the Purchaser/Allotee/s and the property sold and transferred the Landowners/Vendors and Developer/Promoter herein collectively doth hereby sell, grant, transfer, convey, assign and assure unto the Purchaser/Allotee/s **ALL THAT** piece and parcel of a self contained residential **Flat** being **No. “_____”** on the _____ **side** of _____ **Floor** of '**GITANJALI APARTMENT**' at having **Municipal Holding No. 81/1, Baguiati Road [old] 15, Baguiati 4th Lane [new]**, Post Office and Police Station - DumDum, District North 24-Parganas, **PIN - 700 028**, which comprised upon a plot of land classified as **BASTU** measuring about **2 [two] Cottahs 9 [nine] Chittacks 17 [seventeen] Square Feet** more or less, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. No. 154, Touzi No. 169**, comprised in C. S. Dag No. 2286 corresponding to **R. S. Dag No. 5957** corresponding to **L. R. Dag No. 5954** appertaining to Jamindar Khatian No. 229 corresponding to Praja Khatian No. 230 corresponding to **L. R. Khatian No. 5326**, within the local limits of **Ward No. 26** of the **South DumDum Municipality**, having **Municipal Holding No. 81/1, Baguiati Road [old] 15, Baguiati 4th Lane [new]**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District North 24-Parganas, **PIN - 700 028**, measuring about _____ [**_____**] **Square Feet Carpet Area** more or less equivalent to _____ [**_____**] **Square Feet Built-up Area** more or less equivalent to _____ [**_____**] **Square Feet Super Built-up Area** more or less [including proportionate share of stair case and landing] specifically and particularly mentioned in the **SECOND SCHEDULE** hereunder written together with the undivided proportionate share in the land where the flat is being lying and situated at the said plot of land which specifically and particularly mentioned in the **FIRST SCHEDULE** written hereunder and **ALSO** undivided share of the common passage in the building in common with the other occupiers of the building for the purpose of the beneficial use and enjoyment of the said flat including uninterrupted and free access to and from the main Municipal road **AND** other common areas portions

amenities restrictions and common expenses specifically and particularly described in the Third, Fourth, Fifth and Sixth Schedules respectively written hereunder hereinafter collectively referred to as the said FLAT OR HOWSOEVER OTHERWISE THE SAID FLAT now is or at any time hereto before was situated, butted, bounded called known described and distinguished together with all fixtures, walls, sewers, drains, passages, water courses in the building and all manner of former or other right, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the said flat or any part thereof usually occupied or enjoyed or reputed to belonging or be appurtenant therein AND the reversion or revisions, remainder or remainders and the rents, issues and profits thereof and every part thereof and all the estate right, title, interest, claim, use, inheritance, trust, property or deemed whatsoever of the Landowners/Vendors doth at law or in equity into upon the said flat or any part thereof TO HAVE AND TO HOLD the said flat hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof together with their and every of their respective rights member and appurtenances whatsoever unto the Purchaser/Allotee/s absolutely and forever free all encumbrances, trusts, liens and attachments whatsoever SUBJECT NEVERTHELESS to the easements or quasi-easements and other stipulations or provisions in connections with the beneficial use and enjoyment of the said flat as mentioned in the FOURTH SCHEDULE hereunder written and excepting the reserving unto the Landowners/Vendors and Developer/Promoter and the other Owner and occupiers of the other flats in the said building such easements or quasi-easements and other rights and privileges as are mentioned in the FIFTH SCHEDULE hereunder written and also subject to the Purchaser/Allotee/s covenant to bear and pay its proportionate share of common expenses for the maintenances of the said building as mentioned in the SIXTH SCHEDULE written hereunder.

B. THE LANDOWNERS/VENDORS AND DEVELOPER/PROMOTER DOTH HEREBY COVENANT WITH THE PURCHASER/ALLOTEE/S as follows:-

- a. That notwithstanding any act, deed, matter or thing by the Landowners/Vendors and Developer/Promoter or by any of this ancestors or predecessors in title done executed or knowingly suffered or permitted or suffered to the contrary Landowners/Vendors and Developer/Promoter are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat together with the sanctioned plan hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritances thereof without any manner or condition use trust

or other thing whatsoever to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the Landowners/Vendors and Developer/Promoter have now good right full power and lawful and absolute authority to sell, grant convey, transferred, assigned and assured or expressed so to be unto and to the use of the Purchaser/Allotee/s absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.

- b. That notwithstanding any act, deed, matter or thing whatsoever heretofore done committed or knowingly suffered by the Landowners/Vendors and Developer/Promoter to the contrary the Landowners/Vendors and Developer/Promoter have good right full power absolute authority and indefeasible title and/or otherwise well and sufficiently entitled to sell, grant, convey, transfer, assign and assure the said flat unto the Purchaser/Allotee/s in the manner aforesaid.
- c. That it shall be lawful for the Purchaser/Allotee/s at all times hereafter to peaceably and quietly to enter into and upon and hold, occupy and enjoy the said flat and receive the rents, issues, profits thereof without any lawful eviction, interruption, hindrance, disturbances, claim or demand whatsoever from or by the Landowners/Vendors and Developer or any person or persons having lawfully or equitably, claiming any estate right, title and interest whatsoever in the said flat from under through or in trust for the Landowners/Vendors and Developer and free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise and by and at the cost of the Landowners/Vendors and Developer/Promoter well and sufficiently saved harmless and indemnified of from and against all charges, liens, attachments and encumbrances whatsoever made done executed or occasioned by the Landowners/Vendors or any person or persons lawfully or equitably claiming as aforesaid.

C. THE PURCHASER/ALLOTEE/S HEREBY AGREED AND COVENANT WITH THE LANDOWNERS/VENDORS AND DEVELOPER/PROMOTER as follows:-

- a. That the right of the Purchaser/Allotee/s shall remain restricted to the said flat and the properties appurtenant thereto and the Purchaser/Allotee/s and/or any persons claiming through them shall not be entitled to claim any right over and in respect of the remaining portions of the said building and the open spaces, side spaces and back

spaces in the said premises shall absolutely belong to the occupiers of the building as common to all.

- b. That the Purchaser/Allottee/s only for the lawful purpose shall always use the said flat only.
- c. That the Purchaser/Allottee/s shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually within seven days from the days of the submissions of the bills.
- d. That in the event of any capital expenditure for repair, maintenance etc. for common purpose the Purchaser/Allottee/s shall be liable to make payment of the proportionate share as shall be determined.
- e. That the Purchaser/Allottee/s shall be liable to make of the Municipal rates, taxes and outgoing in respect of the said flat in full and of the common parts on the basis of prorate until unless said flat separately assessed.
- f. That to be formed which will comprise with all Purchaser/Allottee/s and lawful occupiers of the spaces of the said building along with the Landowners/Vendors for maintenance of the common parts.
- g. That the Purchaser/Allottee/s shall not display any hoarding, signboards or placards on the terrace of the said unit or anywhere else in the said premises. It is hereby made expressly not to put any thing outside the wall of the said building.
- h. That the Purchaser/Allottee/s shall keep the internal portion of the said flat and every part thereof in good conditions so as to support and protect other supporting parts of the building.
- i. That the Purchaser/Allottee/s shall not make any addition and alteration in the structural work of the said flat except with the portion approval and sanction of the South DumDum Municipality and/or appropriate authority.
- j. That the Purchaser/Allottee/s shall not use Stove or Chula in the open space and other common portions and/or allow smoke to spend and go in common portions.

- k. That the Purchaser/Allotee/s shall not to do any act, deed or thing whereby the Landowners/Vendors are prevented from selling assigning or disposing off any other portion or portions in the said building.
- l. That the Purchaser/Allotee/s shall use in common with other occupiers and Owners the common areas and facilities and the top of the roof for drying cloth, garments etc. with all occupiers and passages of entrance from the main road to the premises and the corridors of the building.
- m. That the Purchaser/Allotee/s shall use in common with other occupiers and owners the common areas and facilities and in the passage of entrance from the main road to the premises and the corridors of the building. That, the Purchaser/Allotee/s shall be liable to pay all sorts of taxes, levis including service taxes, imposed by the Government of India as well as Government of State of West Bengal.

**THE FIRST SCHEDULE ABOVE REFERRED TO
[DESCRIPTION OF LAND]**

ALL THAT piece and parcel of a plot of land classified as **BASTU** measuring about **2 [two] Cottahs 9 [nine] Chittacks 17 [seventeen] Square Feet** more or less, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. No. 154, Touzi No. 169**, comprised in C. S. Dag No. 2286 corresponding to **R. S. Dag No. 5957** corresponding to **L. R. Dag No. 5954** appertaining to Jamindar Khatian No. 229 corresponding to Praja Khatian No. 230 corresponding to **L. R. Khatian No. 5326**, within the local limits of **Ward No. 26** of the **South DumDum Municipality**, having **Municipal Holding No. 81/1, Baguiati Road [old] 15, Baguiati 4th Lane [new]**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District North 24-Parganas, **PIN - 700 028**, which is butted and bounded as follows:

ON THE NORTH : SIXTEEN FEET WIDE ROAD;
ON THE SOUTH : PROPERTY OF SRIMATI PADMA BATI DEBI;
ON THE EAST : PROPERTY OF NIHAR KANA GANGULY;
ON THE WEST : PROPERTY UNDER C. S. PLOT NO. 2241;

**THE SECOND SCHEDULE ABOVE REFERRED TO
[DESCRIPTION OF FLAT]**

ALL THAT piece and parcel of a self contained separate **Residential Flat** being **No. “___”** situated on the _____ **side** of _____ **Floor** of a multi storied building standing on the premises mentioned in the First Schedule herein above measuring about _____ [_____]
_____] **Square Feet Carpet Area** more or less equivalent to _____
[_____] **Square Feet Built-up Area** more or less equivalent to _____ [_____]

Square Feet Super Built-up Area more or less comprised with ____ [____] **Bed Room/s, 1 [one] Drawing cum Dinning, 1 [one] Kitchen, 1 [one] Bath cum Privy, 1 [one] W. C.** and ____ [____] **Verandah/s, Floor Type - Tiles, Extra Amenity: Lift Facility**, together with the undivided proportionate share of land in the said Premises along with the common parts and/or general common areas, amenities and facilities in the said building known and identified as '**GITANJALI APARTMENT**', situated at **Municipal Holding No. 81/1, Baguiati Road [old] 15, Baguiati 4th Lane [new]**, Post Office and Police Station - DumDum, District North 24-Parganas, **PIN - 700 028**, which is butted and bounded as follows:

ON THE NORTH :
 ON THE SOUTH :
 ON THE EAST :
 ON THE WEST :
 ON THE ABOVE :
 ON THE BOTTOM :

[DESCRIPTION OF GARAGE/CLOSED PARKING]

ALL THAT piece and parcel of **Garage/Closed Parking** being No. “____” situated on the _____ **side** of **Ground Floor** of a multi storied building standing on the premises mentioned in the Schedule - ‘A’ herein above measuring about _____ [_____] **Square Feet** more or less right to Park ____ [____] Car/s, **Floor Type - _____, Extra Amenity: Lift Facility**, together with the undivided proportionate share of land in the said Premises along with the common parts and/or general common areas, amenities and facilities in the said building known and identified as situated at **Municipal Holding No. 81/1, Baguiati Road [old] 15, Baguiati 4th Lane [new]**, Post Office and Police Station - DumDum, District North 24-Parganas, **PIN - 700 028**, which is butted and bounded as follows:

ON THE NORTH :
 ON THE SOUTH :
 ON THE EAST :
 ON THE WEST :
 ON THE ABOVE :

**THE THIRD SCHEDULE ABOVE REFERRED TO
 [COMMON AREA]**

1. The land on which the building is located and all easements rights and appurtenances belongs to the land and the building.
2. The foundation, columns, girders, beams, supports etc.
3. Water pump, water pipes and other common plumbing installation.

4. One R. C. C. Overhead Tank.
5. Corridors, lobbies space, stairs, stairways, lift, lift well, lift motor and accessories of the building including the right of roof in the said premises.
6. Electrical wiring, meters, and fittings.
7. Water and sewerage, evacuation pipes to the drains and sewage common to the following.
8. Drains and sewages from the building to the municipal duct.
9. Right to install T. V. Antenna, telephone, electricity and meter lines in proper place of the said building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
[EASEMENTS AND QUASI-EASEMENTS]**

1. The Purchaser/Allotee/s shall be entitled to all rights, privileges including the right of vertical and lateral supports easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant thereto or otherwise hereby intended so to be held used occupied or enjoyed or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Landowners/ Vendors and other Co-Owners and occupiers of the building the rights, easements, quasi-easements, privileges and appurtenances hereinafter more particularly set forth in the Fifth Schedule hereto.
2. The right of access in common with the Owner and other co-Owner or occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance, staircase, landing and other parts of the building.
3. The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.
4. The right of passage in common as aforesaid of electricity, gas water, telephone and soil pipes from and to the said flat and the properties

appurtenant thereto through pipes drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purposes whatsoever.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
[EXCEPTIONS AND RESERVATIONS]**

The under mentioned rights, easements, quasi-easements, privileges and appurtenances shall be excepted and be reserved unto the Landowners/Vendors and/or other Owner and occupiers entitled to the same and/or deriving rights title under other than the Purchaser/Allottee/s in respect of the said premises.

1. The right of way in common with the Purchaser/Allottee/s, the Landowners/Vendors and Developer/Promoter and other Co-Owners or occupiers entitled as aforesaid for the enjoyment and use of common parts or passages of the said building including the installations, stair-cases, entrance and other parts or passages and/or for the purpose connected therewith including ingress to and egress from the said building.
2. The right of passage in common as aforesaid of electricity, gas water and soil from and to any part [other than the said floor and the properties appurtenant thereto] or other parts of the said building through pipes, drains, wires, conduits lying or being in under through or over the said premises and the properties appurtenant thereto as far as may be reasonably necessary for the beneficial use an occupation of the other portion or portions of the said building for all lawful purpose whatsoever.
3. The rights of protection of other portion or portions of the said building from or by all parts of the said premises and the properties appurtenant thereto in any manner not demolish the support at present enjoyed by the other portion or portions of the building from the said floor and the properties appurtenant thereto.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
[COMMON EXPENSES]**

1. The proportionate expenses of maintaining, repairing, replacing, redecorating etc. of the main structure and in particular the cutters and rain water pipes of the building, water pipes, sewer line and electric wires in under or upon the building and enjoyed or used by the Purchaser/

Allotee/s in common with the Landowners/Vendors and other occupiers of other flats and main entrances, passages, landing and stair cases of the building as enjoyed by the Purchaser/Allotee/s or used by him/them in common as aforesaid and the boundary walls of the building and compound etc.

2. The cost of the cleaning and lighting the passage, landing, stair case and other common parts of the building enjoyed or used by the Purchaser/Allotee/s in common as aforesaid.
3. The cost and expenses for running operations and maintaining water pump electric motors etc.
4. The cost of maintaining and decorating the exterior of the building.
5. The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.
6. The cost of working and maintenance of lift, lights and service charges.
7. The proportionate rates, taxes and outgoings in respect of the said flat which is otherwise to be borne and paid by the Purchaser/Allotee/s .
8. Maintenance of regular water supply to the flat.

IN WITNESSES HEREOF, the **LANDOWNERS/VENDORS**, the **DEVELOPER/PROMOTER** and the **PURCHASER/ALLOTEE/S** have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in the presence of:

1.

For and on behalf of:

[1] SRI ASIM KUMAR
MUKHOPADHYAY and [2] MS. SUKLA
MUKHERJE

As Constituted Attorney

**SIGNATURE OF LANDOWNERS/
VENDORS**

2.

**SIGNATURE OF DEVELOPER/
PROMOTER**

Drafted and prepared in my office:

**SIGNATURE OF PURCHASER/
ALLOTEE/S**

SUPROTIM SAHA,
Advocate, [W. B. 134/1990
Judges' Court at Barasat]
MONOLATA, BA-12/2B,
Deshbandhu Nagar,
Kolkata - 700 059.

RECEIPT

Received a sum of **Rs.** _____ /- [**Rupees** _____]
only by way of cash and Cheques on the different dates according to Memo of
 consideration stated herein below.

MEMO OF CONSIDERATION

Date	Bank	Branch	ChequeNo.	Amount [Rs.]
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Total Consideration Rs.

Rupees

Witnesses:

1.

2.

For and on behalf of:

[1] SRI ASIM KUMAR
 MUKHOPADHYAY and [2] MS. SUKLA
 MUKHERJE

As Constituted Attorney

**SIGNATURE OF LANDOWNERS/
 VENDORS**

AVISHEK TRADING

 Partner

**SIGNATURE OF DEVELOPER/
 PROMOTER**