

# DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** is executed this the                    day of  
.                    , in the year **TWO THOUSAND AND TWENTY** .....  
**(202.....) in the Christian Era.**

**A M O N G S T**

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**(1) MRS. RITA GUPTA (PAN. AROPG1782A)**, wife of Mr. Madan Mohan Gupta, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at SHREE PANCHAMI APARTMENT, 2, M. B. Road, Post Office & Police station at Belghoria, Kolkata-700056, Dist.-24 Parganas (N), West Bengal and presently residing at CLUB TOWN GARDEN, 12, M.M. Feeder Road, P.O.- Ariadaha, P.S. - Belghoria, Kolkata-700057, District - 24 Parganas (North) **(2)\_SRI SUBRATA SHIL (PAN. ALHPS3713Q)**, son of Sri Sunil Kumar Shil, by faith-Hindu, by occupation- Business, By Nationality- Indian, residing at 53, Uday Villa, Udbastu Pally, P.O. Kamarhati, P.S. Belghoria, Kolkata-700058, District- North 24 Parganas, West Bengal, hereinafter jointly called the **OWNERS/LAND-OWNERS/VENDORS** (Which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, legal representatives administrators and assigns) of the **FIRST PART**.

**A N D**

**“RAMESHWAR CONSTRUCTIONS” (PAN. ABEFR7142M)**, a Partnership Firm, having its office address at 5, Kumud Ghoshal Road, P.S. - Belghoria, P.O.- Ariadaha, Kolkata - 700057, District - North 24 Parganas, W.B., being represented by its Partners namely , **(1) MRS. RITA GUPTA (PAN. AROPG1782A)**, wife of Mr. Madan Mohan Gupta, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at SHREE PANCHAMI APARTMENT, 2, M. B. Road, Post Office & Police station at Belghoria, Kolkata-700056, Dist.-24 Parganas (N), West Bengal and presently residing at CLUB TOWN GARDEN, 12, M.M. Feeder Road, P.O.- Ariadaha, P.S.- Belghoria, Kolkata- 700057, District - 24 Parganas (North) **(2)\_SRI SUBRATA SHIL (PAN. ALHPS3713Q)**, son of Sri Sunil Kumar Shil, by faith-Hindu, by occupation- Business, By Nationality- Indian, residing at 53, Uday Villa, Udbastu Pally, P.O. Kamarhati, P.S. Belghoria, Kolkata-700058, District- North 24 Parganas, West Bengal, hereinafter jointly referred to and caked as the **“DEVELOPER”** (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include its

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legal heirs, executors, administrators, successors-in-office, legal representatives and assigns) of the of the **SECOND PART**.

**A N D**

(1) MR. .... (PAN. ....), son of ....., by occupation- ..... & (2) MRS. .... (PAN. ....), wife of ...., by occupation- ....., both are by faith- Hindu, by Nationality- Indian, both are residing at ..... hereinafter jointly called and referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, successors legal representatives & assigns) of the **THIRD PART**.

**WHEREAS ALL THAT** piece and parcel of danga & bastu land measuring, 72 Satak, equal to 2 Bigha 4 Katha 13 Chattack, more or less under Khatian No. 43/1 comprised of Dag No. 180, 181 situated at Mouza- Basudevpur, J.L. No. 2, Touzi No. 6the then P.S.- Baranagar, Sub-Registration office at Cossipore Dum Dum in the District of 24 Parganas and presently P.S.- Belghoria, thereafter A.D.S.R. Cossipore Dum Dum and presently A.D.S.R. Belghoria in the District of North 24 Parganas under Kamarhati Municipality belonged to the joint property of one, Meghendra Nath Singha and Badal Chandra Singha and they had been enjoying the same having undivided half share each of the said property after paying taxes etc. to the then Zaminder, Srinath Zamindari LTD.

**AND WHEREAS** while enjoying the said undivided half share to the said property, said Badal Chandra Singha died intestate leaving behind him his two sons namely, Sri Tarak Chandra Singha and minor, Baidya Nath Singha as his legal heirs and successors to inherit the said undivided half share of their deceased father as above.

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**AND WHEREAS** while enjoying the said property, said, Meghendra Nath Singha of the ONE PART and Tarak Chandra Singha and Baidya Nath Singha jointly of the OTHER PART divided their aforesaid entire property on 31<sup>st</sup> day of May, 1947, by virtue of a registered Deed of Partition, duly registered at Sub-Registrar, Cossipore Dum Dum and entered in Book No. 1, Volume No. 26, Page No. 123, Being No. 1418 for the year 1947 and by dint of the said Deed of Partition, said Meghendra Nath Singha got entitled ALL THAT piece and parcel of land in Dag No. 181, measuring 1 Bigha, more or less which had been mentioned in LOT- 'A' in colour RED in the site plan annexed with the said deed and said Tarak Chandra Singha and Baidya Nath Singha jointly got the rest of the landed property i.e. 1 Bigha 04 Chattack 13 Sq. Ft more or less which had been mentioned in LOT- 'B' in colour GREEN in the site plan annexed with the said deed of Partition.

**AND WHEREAS** while enjoying the said property with his brother, said Baidya Nath Singha died intestate as a minor and a bachelor, leaving behind his sole heir and successor, Sri Tarak Chandra Singha to inherit his undivided half share and thus said Tarak Chandra Singha became the absolute owner of the landed property, measuring 1 Bigha 04 Chattack 13 Sq. Ft more or less and had been enjoying the same, free from all sorts of encumbrances and charges.

**AND WHEREAS** while enjoying the said property measuring 1 Bigha 04 Chattack 13 Sq. Ft more or less said Tarak Chandra Singh sold the said property on 23.07.1947 to one, Sri Narayan Shaw by virtue of a Deed of Sale, duly registered at Sub-Registration office at Cossipore Dum Dum and entered in Book No. 1, Volume No. 28, Pages from 179 to 182, Being No. 1853 for the year 1947 and since after such purchase, said Narayan Shaw had been enjoying the same, free from all sorts of encumbrances and charges.

**AND WHEREAS** while enjoying the same, said Narayan Shaw sold ALL THAT piece and parcel of Bastu land measuring 2 Katha 8 Chattack, more or less from his entire land as above, situated at Mouza- Basudevpur, J.L. No. 2, R.S. No. 13, Touzi No. 6, Land lord's Khatian No. 41, Tenant's Khatian No. 43/1, appertaining to Dag

Nos. 180, 181 to one, Smt. Kamalika Basu, wife of Jnanendra Nath Basu, by virtue of a Deed of Sale (Saf Bikroy Kobala, written in Bengali vernacular) dated 25.02.1948, duly registered at Sub-Registrar, Cossipore Dum Dum and entered in Book No. 1, Volume No. 18, pages from 228 to 231, Being No. 841 for the year 1948 and since after such purchase, said Kamalika Basu had been enjoying the said property, free from all sorts of encumbrances and charges.

**AND WHEREAS** on the same date on 25.02.1948, said Meghendra Nath Singha sold ALL THAT piece and parcel of Bastu land measuring 8 Katha 00 Chattack 00 Sq. Ft., more or less to one, Suresh Chandra Ghosh, since deceased, situated at Mouza- Basudevpur, J.L. No. 2, R.S. No. 13, Touzi No. 6, Tenant's Khatian No. 43/1 under Land lord's Khatian No. 41, appertaining to Dag No. 181, by virtue of a Deed of Sale (Saf Bikroy Kobala, written in Bengali vernacular), duly registered at Sub-Registrar Cossipore Dum Dum and entered in Book No. 1, Volume No. 18, pages from 232 to 237, Being No. 842 for the year 1948 and since after such purchase, said Suresh Chandra Ghosh had been enjoying the said property, free from all sorts of encumbrances and charges after taking the possession of the same and within a short period of time, said Suresh Chandra Ghosh sold back ALL THAT piece and parcel of land measuring 3 Katha, more or less to said Meghendra Nath Singha from the West side of his entire property as above and mutated his name to the Assessment Register of Kamarhati Municipality in respect of rest of his land measuring 5 Katha, more or less and had been enjoying the same, keeping in his own possession thereof, free from all sorts of encumbrances and charges.

**AND WHEREAS** said Suresh Chandra Ghosh during his lifetime executed a Deed of Family Settlement in respect of the said land possessed by him in favour of his wife, Urmila Bala Ghosh, duly registered in the office at Sub-Registrar, Cossipore Dum Dum and recorded in Book No. 1, Volume No. 135, Pages from 107 to 111, Being No. 8756 for the year 1957.

**AND WHEREAS** in terms of the said Deed of Family Settlement, after the death of said Suresh Chandra Ghosh and Urmila Bala Ghosh, their daughters namely, Smt.

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Kamalika Bose and Smt. Mrinilini Ghosh became the joint owners of the property, measuring 5 Katha, more or less having undivided  $\frac{1}{2}$  share each, situated at Mouza-Basudevpur, appertaining to Dag No. 181, Tenant's Khatian No. 43/1, landlord Khatian No. 41, J.L. No. 2, R.S. No. 13, Touzi No. 6 under Kamarhati Municipality.

**AND WHEREAS** while enjoying her undivided  $\frac{1}{2}$  share of the property as above, i.e. undivided 2 Katha 8 Chattack 00 Sq. Ft. more or less, situated at Mouza-Basudevpur, appertaining to Dag No. 181, Khatian No. 43/1, landlord Khatian No. 41, J.L. No. 2, R.S. No. 13, Touzi No. 6 under Kamarhati Municipality, said Smt. Mrinalini Ghosh transferred her all right, title and interests to the said property by way of gift to her nephew, Sri Asim Kumar Basu (son of Kamalika Bose), the Vendor No. (1) herein on 25.08.2005, by virtue of a Deed of Gift, duly registered at Additional Registrar of Assurances- II, Kolkata and entered in Book No. 1, Volume No. 1, Pages from 1 to 15, Being No. 05661 for the year 2006 and since thereafter, said Asim Kumar Basu, the Vendor No. (1) herein has been enjoying the said undivided property, particularly described in the schedule "A" hereunder written, free from all encumbrances and charges and has every right to transfer the same to any person in any manner whatsoever.

**AND WHEREAS** said Kamalika Basu who became the owner of undivided half share of the said property as above i.e. 2 Katha 8 Chattack, more or less in terms of said registered Deed of Family Settlement as described earlier and while enjoying the same, free from all sorts of encumbrances and charges said Kamalika Basu died intestate on 5.06.1974, leaving behind herself, her one son, Sri Asim Kumar Basu and two married daughters namely, Smt. Sima Chakrabarti and Smt. Ima Sadhu, the Vendors herein as her only legal heirs and successors to inherit her aforesaid property having undivided  $\frac{1}{3}^{\text{rd}}$  share each, i.e. undivided share of land measuring 13 Chattack 15 Sq. Ft. more or less each, particularly described in the schedule "B" hereunder written as per provisions of Hindu Succession Act. 1956. Be it noted that, Janendra Nath Basu, husband of said Kamalika Basu died later on 02.10.1989 as described earlier and thus the Vendors have been enjoying the same,

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free from all sorts of encumbrances and charges and have every right to transfer the same to any person in any manner whatsoever.

**AND WHEREAS** Kamalika Basu who was the owner of land measuring 2 Katha 8 Chattack, more or less by way of registered Deed of Sale vide Deed No. 481 for the year 1948 as described earlier in details and while enjoying the same, free from all sorts of encumbrances and charges died intestate on 5.06.1974, leaving behind herself, her one son, Sri Asim Kumar Basu and two married daughters namely, Smt. Sima Chakrabarti and Smt. Ima Sadhu, the Vendors herein as her only legal heirs and successors to inherit her aforesaid property, particularly described in the schedule "C" hereunder written having undivided 1/3<sup>rd</sup> share each, i.e. undivided share of land measuring 13 Chattack 15 Sq. Ft. more or less each as per provisions of Hindu Succession Act. 1956. Be it noted that, Janendra Nath Basu, husband of said Kamalika Basu, died later on 02.10.1989 and thus the Vendors have been enjoying the same, free from all encumbrances and charges and have every right to transfer the same to any person in any manner whatsoever.

**AND WHEREAS** due to their personal inconveniences to look after their aforesaid property, the Vendors executed two nos. General Power of Attorney, (1) duly registered at A.D.S.R. Cossipore Dum Dum, North 24 Parganas, bearing Book- IV, Volume No. 1506-2016, Pages from 241 to 263, Being No. 150601178 for the year 2015 and (2) duly registered at A.D.S.R. Belghoria, North 24 Parganas, bearing Book- IV, Volume No. 1526-2019, Pages from 4100 to 4121, Being No. 152600194 for the year 2019, in favour of **(1) SRI MANTU DAS**, son of Late Hara Kumar Das, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 71, S.B. Roy Chowdhury Road, P.O.- Nandan Nagar, P.S.- Nimta, Kolkata- 700083, District- North 24 Parganas & **(2) SRI RATAN GHOSH**, son of Late Anil Kumar Ghosh, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 56/2/B, Nilkantha Chatterjee Street, P.O. & P.S.- Belghoria, Kolkata- 700056, District- North 24 Parganas as per terms written in the said two Nos. General Power of Attorney

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**AND WHEREAS** while enjoying and possessing the aforesaid and schedule "A", "B", & "C" mentioned property, free from all encumbrances and charges said (1) Sri Asim Kumar Basu, (2) Smt. Sima Chakrabarti @ Sima Chakrabarti (Bose) & (3) Smt. Ima Sadhu @ Ima Sadhu (Bose), being represented by their Constituted Attorney, Sri Mantu Das & Sri Ratan Ghosh jointly sold, transferred and conveyed the aforesaid and schedule "A", "B", & "C" mentioned property to **Mrs. Rita Gupta and Mr. Subrata Shil, the Vendors herein** by virtue of a Deed of Conveyance dated 23<sup>rd</sup> day of June, two Thousand and Twenty One, duly registered at A.D.S.R. Belghoria, North 24 Parganas and entered in Book No. 1, Volume No. 1526-2021, Pages from 87039 to 87088, Being No. 152602421 for the year 2021 at a valuable consideration mentioned therein and thereafter the Vendors mutated their names to the Assessment Register of Kamarhati Municipality and applied for amalgamation for separate Holdings to the Authority of Kamarhati Municipality and the same has been amalgamated into one composite Holding i.e. Holding No. Holding No. 30, being Premises No. 5, Chowdhury Para Road, P.S.- Belghoria, Kolkata- 700056, particularly described in the schedule "D" below and amicably formed a Partnership Firm in the name and style as "**RAMESHWAR CONSTRUCTIONS**", a Partnership Firm, having its office address at 5, Kumud Ghoshal Road, P.S. - Belghoria, P.O.- Ariadaha, Kolkata - 700057, District - North 24 Parganas, being represented by its Partners namely , **(1) MRS. RITA GUPTA & (2) SRI SUBRATA SHIL, the Developer herein** and thereafter obtained sanctioned building plan from the Authority of Kamarhati Municipality vide Building plan 391/21-22 for a G+4 storied building with lift facility and started construction of a Multi-storied building thereon and simultaneously made publicity to sell the proposed flats, garages, shop units, etc. thereat to the prospective buyer/s from the Developer's allocation.

**AND WHEREAS** the purchasers having interested to purchase a self contained independent flat in the said building duly inspected all the title deeds and documents of the Vendors and the Developer relating to the said property and the Vendors and the Developer's Authority and right therein and have satisfied themselves with regard thereto and also of areas, dimensions



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measurements, specifications and other details whatsoever connecting the said building and the flat thereat.

**AND WHEREAS** the purchasers approached to the Developer and expressed their willingness to purchase a self contained independent **residential flat No.** '.....' on the ..... **Floor** on the ..... **corner** in the said building admeasuring ..... **Sq.ft.** more or less super built up area, particularly described in schedule 'E' hereunder written with **lift facility**, hereinafter referred to as the 'Said Flat' along with undivided proportionate impartible share or interest in the land underneath the said building fully mentioned in the Schedule 'D' hereunder written with all common areas and common portions in the said building and the said premises thereat.

**AND WHEREAS** the Developer after giving due consideration to the proposal of the Purchasers agreed to sell the said self contained independent flat along with undivided proportionate impartible share or interest in the land underneath the said building including all easement right over all the common parts and common portions in the said premises for a total consideration of **Rs. ....-/- (Rupees .....)** **only** and entered into an Agreement for sale dated ..... with the Purchasers under the terms stated therein.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said sale agreement and in sale consideration of **Rs. ....-/- (Rupees .....)** **only** as stated in the memo hereunder written paid before the presents by the Purchasers to the developer (the receipt whereof the Developer does hereby admit and acknowledge and of from the same and every part thereof) do hereby release and forever discharge the purchasers the said Flat as described in the Schedule 'E' and the Vendors and the Developer thus by these presents indefeasible hereby grant, sell, convey, transfer by way of sale, assign, assure unto and in favour of the purchasers **their respective** heirs, and legal representatives free from all encumbrances, attachments and other defects in title **ALL THAT** the said self contained Flat, fully described in the schedule 'E'

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hereunder written with the right to egress and ingress from and to the main road directly together with proportionate share of land of the said premises and in the common areas and facilities fully described in Schedule "C" hereunder written including the right to hold, use and enjoy in common with all other owners and occupiers for the time being of the said Flat in the said premises in the said area and facilities subject to the terms and conditions and agreement contained hereunder written and thus the said vendors and the Developer do hereby confirm the same **OR HOWSOEVER OTHERWISE** the said property now or heretofore were or was situated butted, bounded, called known numbered described and distinguished **TOGETHER WITH** proportionate undivided share of land where upon or part thereof the same is built together with all estate right title, inheritance use, the property claim and demand whatsoever both at law and in equity of the vendors unto and upon the said property or every part thereof and all deeds, pattahs, muinments writings evidences of title which is any way related to the said property or any part or parcel thereof and which now are hereafter shall or may be in the custody power possession of the vendors and Developer and their respective heirs, executors, administrators and representatives of any persons from whom they and/ or may procure the same without action suit at law or in equity **TO ENTER INTO AND HOLD OWN POSSESS AND ENJOY** the said Flat and every part thereof hereby granted, sold conveyed and transferred expressed and intended to be the purchasers **their respective** heirs, executors, administrators representatives and assigns forever free and discharge from or other wise by these presents the Vendors and Developer well and sufficiently indemnified or and against all encumbrances, claims, liens, etc. whatsoever created and suffered by the defect of the title of the vendors.

**THE vendors and the Developer do hereby covenant with the purchasers their respective heirs, executors, administrators, representatives and assigns as follows that is to say :-**

1. **The** Vendors have indefeasible title to grant, sell convey transfer, assign and assure the said property hereby granted sold conveyed, and transferred or

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expressed or intended so to be unto and to the use of the purchasers **their respective** heirs executors, administrators, and representatives in the manner aforesaid.

2. **That** the purchasers **their respective** heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peacefully and quietly enter into hold possess and enjoy the said Flat without any disturbances.
3. **FURTHER THAT** the vendors and the Developer and all persons having lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for them or from or under any of their predecessor or ancestors in title shall and will from time to time and at all times hereafter at the request and costs of the purchasers **their respective** heirs, executors, administrators, representatives and assigns do and execute or cause to be done and executed all such acts deeds and things which will be reasonably required.
4. **That** it is declared that the right title, interest claim and demand whatsoever or the vendors and the Developer unto or upon the said Flat or property described in the Schedule 'E' conveyed unto the purchasers **their respective** heirs, executors, and assigns absolutely and for ever as ordinarily pass on such sale.
5. **The** vendors and Developer do hereby declare that the purchasers can mutate the schedule 'E' property in **their** names in the Assessment Register of Panihati Municipality and in all other Govt. records.
6. **That** the vendors and the Developer and all their respective heirs, and representatives shall at all times hereafter indemnify or keep indemnified the purchasers **their respective** heirs, executors, administrators and legal representatives against loss or damages or any sorts of expenses, if any suffered by reason of any breach or covenants herein contained.
7. **That** the purchasers shall have the right to assign or to transfer or to lease or sell or transfer the demised Flat at their choice.
8. **That** the purchasers will enjoy the aforesaid Flat and will bear all proportionate costs and expenses in respect of common spaces/areas.

**12.**

**9. That** the Vendors and the Developer shall manage and maintain the premises and the building till handing over the same to the Association.

**10. After** handing over the management and maintenance of the building to the Association, the Association shall manage and maintain and look after the same on the same terms and conditions herein contained or as may be found from time to time by the occupiers of the building and the purchasers shall pay common expenses to the Association.

**11. That** the purchasers shall get the electric connection for **their** own Flat from the main-meter and will pay the proportionate expenses till the purchasers shall apply for their electric connection to the electricity bodies as may be applicable and shall get the meter fixed at **their** own costs and expenses at the place allotted for the purpose of fixing the electric meter.

**12. That** the purchasers do hereby indemnify the vendors and the Developer against any demand or proceedings for non-payment of any taxes rates, levies charges or other liabilities, in respect of **their** Flat from the date of giving possession to the purchasers.

**13. The** Vendors and Developer shall unless prevented by fire earth quake or some other inevitable accident from time to time and at all reasonable times hereafter on every reasonable request and at the cost of the purchasers produce or cause to be produced unto the purchasers or **their** lawyer or agent or at any time herein commission examination or otherwise as occasions shall require all or any of the of the Deeds writings relating to the said premises as also those which may hereafter be in the possession, power or control of the vendors and Developer or any person from whom the vendors and Developer may procure the same without any action or suit for the purpose of showing manifesting and proving the title of the said premises and said Flat and also at the request and costs of the purchasers deliver or caused to be delivered to the purchasers such attested or other copies or extracts of and from said deed or writings or any of them as the purchasers may reasonably required and in the mean time shall unless presented as aforesaid keep the said deeds & writings safe, unobliterated and uncancelled.

13.

**THE PURCHASERS HERETO COVENANT WITH THE VENDORS AND THE DEVELOPER AND AGREES THAT THEY :**

- a) Shall not carry on or cause to be carried on any illegal obnoxious injurious or immoral activities in the said Flat or the common areas or common portions.
- b) Shall not obstruct paths, passages stair cases and common portions in any way and shall not affix T.V. Antenna or cable line except the place allotted to **them** by the Association.
- c) Shall not throw accumulate or cause to be thrown accumulated any dust rubbish or other refuse within the Flat and common areas or towards the neighboring building save and except at the places indicated thereof and also shall not create any annoyance.
- d) Shall not operate any machines generator except the house appliances such as A.C. used in the private residences.

**THE SCHEDULE "A" ABOVE REFERRED TO:**

**ALL THAT** piece and parcel of undivided share of bastu land measuring 2 Katha 08 Chattack 00 Sq.ft. more or less at Mouza- Basudevpur, appertaining to R.S. Dag No. 181, Khatian No. 43/1, under Khatian No. 41, J.L. No. 2, R.S. No. 13, Touzi No. 6, Ward No. 28, Holding No. 30 under Kamarhati Municipality, being Premises No. 5, Chowdhury Para Road, P.S.- belghoria, Kolkata- 700056, A.D.S.R. Belghoria in the District of North 24 Parganas. The entire property in which the undivided property is situated, butted and bounded as follows :

ON THE NORTH : 25'-00" Ft. wide Chowdhury Para Road.

ON THE SOUTH : L/O. Asim Kumar Basu & others.

ON THE EAST : H/O. Sima Ganguly & H/O. Biswarup Das.

ON THE WEST : H/O. Mrinal Kanti Dutta, H/O. Jayanta Dutta &  
H/O. Bidyut Saha.

**THE SCHEDULE "B" ABOVE REFERRED TO:**

**ALL THAT** piece and parcel of undivided share of bastu land measuring 2 Katha 08 Chattack 00 Sq.ft. more or less at Mouza- Basudevpur, appertaining to R.S. Dag No. 181, Khatian No. 43/1, under Khatian No. 41, J.L. No. 2, R.S. No. 13, Touzi No. 6, Ward No. 28, Holding No. 30 under Kamarhati Municipality, being Premises No. 5, Chowdhury Para Road, P.S.- belghoria, Kolkata- 700056, A.D.S.R. Belghoria in the District of North 24 Parganas. The entire property in which the undivided property is situated, butted and bounded as follows :

ON THE NORTH : 25'-00" Ft. wide Chowdhury Para Road.

ON THE SOUTH : L/O. Asim Kumar Basu & others.

ON THE EAST : H/O. Sima Ganguly & H/O. Biswarup Das.

ON THE WEST : H/O. Mrinal Kanti Dutta, H/O. Jayanta Dutta & H/O. Bidyut Saha.

**THE SCHEDULE "C" ABOVE REFERRED TO:**

**ALL THAT** piece and parcel of bastu land measuring 2 Katha 08 Chattack 00 Sq.ft. more or less at Mouza- Basudevpur, J.L. No. 2, R.S. No. 13, Touzi No. 6, Khatian No. 43/1, under Khatian No. 41, comprised of R.S. Dag Nos. 180, 181, Ward No. 28, Holding No. 279 under Kamarhati Municipality, being Premises No. 65/1, Sahid Mahal (Military Road), P.S.- Belghoria, Kolkata- 700056 A.D.S.R. Belghoria in the District of North 24 Parganas, butted and bounded in the manner as follows :

ON THE NORTH : Land of Asim Kumar Basu and others.

ON THE SOUTH : 8'-06" Ft. wd. Common passage.

ON THE EAST : House of Biswarup Das.

ON THE WEST : House of Paltu Poddar.

**THE SCHEDULE "D" ABOVE REFERRED TO:**  
**(ENTIRE AMALGAMATED PROPERTY)**

**ALL THAT** piece and parcel of bastu land measuring 7 Katha 08 Chattack 00 Sq.ft. more or less along with a Multi-storied building with lift, being constructed thereon at Mouza- Basudevpur, appertaining to R.S. Dag Nos. 180 & 181, Khatian No. 43/1, under Khatian No. 41, appertaining to L.R. Dag Nos. 181/2983 & 181/3362 under L.R. Khatian Nos. 3098 & 3100, J.L. No. 2, R.S. No. 13, Touzi No. 6, Ward No. 28, amalgamated Holding No. 30 under Kamarhati Municipality, being Premises No. 5, Chowdhury Para Road, P.S.- Belghoria, Kolkata- 700056, A.D.S.R. Belghoria in the District of North 24 Parganas. The entire property in which the undivided property is situated, butted and bounded as follows :

ON THE NORTH : Presently 28'-00" Ft. wide Chowdhury Para Road.

ON THE SOUTH : 8;-00" Ft. wd. Common passage.

ON THE EAST : H/O. Sima Ganguly & H/O. Biswarup Das.

ON THE WEST : H/O. Mrinal Kanti Dutta, H/O. Jayanta Dutta &  
H/O. Bidyut Saha.

**THE SCHEDULE "E" ABOVE REFERRED TO:**  
**(THE FLAT HEREBY SOLD)**

**ALL THAT** piece and parcel of self contained independent **residential tiles floor flat No. '.....'** on the ..... **Floor** on the ..... **corner** . in the said building admeasuring ..... **Sq.ft.** more or less super built up area with **lift facility** consists of ..... bed room, 1 dining, 1 drawing, 1 kitchen, .... toilet, ... W.C. and ... balcony within the G+4 storied building at amalgamated Holding No. 30 under Kamarhati Municipality, being Premises No. 5, Chowdhury Para Road, P.S.- Belghoria, Kolkata- 700056, A.D.S.R. Belghoria in the District of North 24 Parganas, together with undivided proportionate impartible share and interest in the land beneath the said building, together with the right to use the common parts and portions and together with all easement rights. The said flat is delineated in colour RED annexed plan herewith is a part of this Deed.

**THE SCHEDULE ' F ' ABOVE REFERRED TO**  
**COMMON PORTIONS ENJOYED BY THE PURCHASERS ALONG WITH OTHER**  
**UNIT OWNERS :-**

1. Entrances and exists.
2. Boundary walls and main gate.
3. Water pump room.
4. Stair case landing on all the Floors.
5. Drainage and sewerage lines water pipes line connected with septic tank.
6. Electric wiring and other fittings excluding area of any unit for it's use.
7. Top roof of the building.
8. Vacant space on all sides of the building.
9. Over head water tank.
10. Electric meter room.
11. Sub- Marshall (boring) water line.
12. Lift.

**THE SCHEDULE 'G' ABOVE REFERRED TO :**  
**( COMMON EXPENSES )**

1. All costs of maintenance operating, replacing, repairing white, colour washing, painting, decorating, re-building, reconstructions, Lighting the common Portion and common areas of the building including the outer walls and common utilities.
2. Municipal taxes, multi storied building tax, water tax and levies in respect of the land and building save and except those separately assessed of the purchaser's unit.
3. Cost of formation and operation of the Association of the flat owners.
4. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
5. Electricity charges for the electrical energy consumed for the operation of the common services.



6. Costs of maintenance repair and replacement of pumps and other common installations.
7. All other expenses taxes and levies as may become necessary of incidental or liable to be by the co-owners in common including such amount as may be fixed for creating a fund for replace, renovation repainting and/or periodic repair of the common portions including salary of all persons employed for common purposes.

**THE SCHEDULE 'H' ABOVE REFERRED TO :**  
**(MANAGEMENT AND MAINTENANCE)**

The co-owners of the flats with the vendors and the Developer and the Purchasers shall form an Association/society for the common purpose including taking over all obligations with regard to management control and operation of all the common portions of the said building under W.B. Apartment ownership Act. 1972, upon the purchasers fulfilling **their** obligations and covenants hereunder and upon it's formation, the Association shall manage, maintain and control the common portions and will do all acts, deeds and things as may be necessary and/or expedient for the common purposes. The Association/Society may frame rules regulations and bye-laws from time to time for maintaining quiet and peaceful enjoyment of the said building upon formation of Association, the vendors and Developer shall transfer all rights to the Association and the Association shall remain liable to indemnify and keep indemnified the Vendors and Developer in all respects.

**18.**

**IN WITNESSES WHEREOF** all the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

In the presence of :

1.

2.

**SIGNATURE OF THE VENDORS**

**SIGNATURE OF THE DEVELOPER**

**SIGNATURE OF THE PURCHASERS**

19.

**RECEIVED** of and from the within mentioned purchasers the entire consideration of **Rs. ..../- (Rupees .....)** only for the said flat as per memo of consideration below:

**MEMO OF CONSIDERATIO**

.....  
**TOTAL : Rs. ..../-**

**(Rupees .....)** only.

**WITNESSES :-**

1.

2.

**SIGNATURE OF THE DEVELOPER**

**DRAFTED & PREPARED BY :**

**(Tirthankar Gupta).**

Advocate

Barrackpore Court, 24 Pgs. (North)

Enrollment No. F-635/644 of 1990.

M.- 9330961350.

