

THIS DEED OF CONVEYANCE

Made this the day of **September, 2023**

[Two Thousand Twenty Three]

BETWEEN

[1A] SRIMATI CHHANDA SAHA [PAN ALFPS5675P], wife of Late Chandidas Saha, by occupation - Housewife, 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, **[1B] SRIMATI SAMPA SAHA [PAN CKEPS8362R]**, wife of Arup Saha and daughter of Late Chandidas Saha, by occupation - Housewife, residing at AE-176, Sushil Jyoti Avenue, Krishnapur Rabindrapally, Post Office - Prafulla Kanan, under Police Station - Baguiati, District - North 24 Parganas, PIN - 700 101, West Bengal, **[2] SRI DEBDAS SAHA [PAN ARSPS6978G]**, son of Late Satish Chandra Saha, by occupation - Business, **[3] SRI MALAY KUMAR SAHA [PAN ALFPS5593L]**, son of Late Satish Chandra Saha, by occupation - Business, **[4] SRI PROLAY KUMAR SAHA [PAN AKOPS6454J]**, son of Late Satish Chandra Saha, by occupation - Business, 2,3 & 4 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, **[5] SRIMATI DURGA ROY [PAN ANXPR6879E]**, wife of Late Atal Krishna Roy and daughter of Late Satish Chandra Saha, by occupation - Housewife, residing at AA/1/7A, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal and **[6] SRIMATI SUCHITRA SARKAR [PAN BVCPS3517E]**, wife of Sri Dinesh Chandra Sarkar and daughter of Late Satish Chandra Saha, by occupation - Housewife, residing at Flat No. 3/2, DE-2A, Prantik Apartment, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal, all by faith - Hindu, by nationality - Indian, hereinafter referred to and called as the **LANDOWNERS** [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**;

AND

M/S. SHREE DURGA CONSTRUCTION [PAN ADOFS3444F], a Partnership Firm, having its Principal Place of Business at 94, L. M. Ghosh Street, Post Office - Krishnagar, District - Nadia, PIN - 741 101, West Bengal and City Office at Asha Kutir at 27-A (Old) 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 AVISHEK SAHA [PAN AZSPS 7282B]**, son of Sri Debdas Saha, all 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** [which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives successors-in-office and assigns] of the **SECOND PART**;

SHREE DURGA CONSTRUCTION


Partner

AND

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

WHEREAS:

- A. That, by a **Saf Bikray Kobala** dated the **12th** day of **June, 1953** one **BIRENDRA NATH CHATTOPADHYAY**, therein referred to and called as the **Vendor** of the **One Part** due to his urgent requirement of lawful money sold, transferred, conveyed, granted, assigned and assured **ALL THAT** piece and parcel of a plot of land measuring about **3 [three] Cottahs 8 [eight] Chittacks 0 [zero] Square Feet** more or less, lying and situated at **Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 3083, Pargana - Kolikata**, comprised in **Dag No. 2935** appertaining to Khatian No. 701 under Khatian No. 599 Ka Kha Ga corresponding to **R. S. Khatian No. 1233**, within the local limits of **South DumDum Municipality**, 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 SATISH CHANDRA SAHA**, son of Late Bipin Chandra Saha, 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. 51, Pages from 9 to 13, **Being No. 3660** for the year **1953** 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 another **Saf Bikray Kobala** dated the **9th** day of **August, 1955** said **BIRENDRA NATH CHATTOPADHYAY**, therein referred to and called as the **Vendor** of the **One Part** due to his urgent requirement of lawful money further sold, transferred, conveyed, granted, assigned and assured **ALL THAT** piece and parcel of a plot of land measuring about **0 [zero] Cottah 3 [three] Chittacks 27 [twenty seven] Square Feet** more or less, lying and situated at **Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 3083, Pargana - Kolikata**, comprised in **Dag No. 2935** appertaining to Khatian No. 701 under Khatian No. 599 Ka Kha Ga corresponding to **R. S. Khatian No. 1233**, within the local limits of **South DumDum Municipality**, 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 said **SRI SATISH CHANDRA SAHA**, son of Late Bipin Chandra Saha, 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. 98, Pages from 57 to 61, **Being No. 6753** for the year **1955** against

the consideration mentioned therein and thus handed over the vacant and peaceful physical possession of the aforesaid property absolutely and forever;

- C. That, by virtue of aforesaid 2 [two] separate Saf Bikray Kobala Deeds, said **SATISH CHANDRA SAHA** became the sole and absolute owner of total plot of land measuring about **3 [three] Cottahs 11 [eleven] Chittacks 27 [twenty seven] Square Feet** more or less and thus mutated his name with the concerned competent authorities and used to pay proper tax and other outgoings against his name regularly and punctually and thus constructed a building thereon as per plan of the local authority and enjoying the same without any interruptions and/or hindrances from any corner whatsoever;
- D. That, during the course of enjoyment, by a Deed of Settlement dated the 29th day of June, 1981 said **SRI SATISH CHANDRA SAHA**, son of Late Bipin Chandra Saha, therein referred to and called as the **Settlor** of the **One Part** bequeathed and/or settled his entire property i.e. **ALL THAT** piece and parcel of a plot of land measuring about **3 [three] Cottahs 11 [eleven] Chittacks 27 [twenty seven] Square Feet** more or less **TOGETHER WITH** an **one Storied Brick built Building** with **R. C. C. Roof** and **One Room with Tin Shed** on the **First Floor**, lying and situated at **Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 3083, Pargana - Kolikata**, comprised in **Dag No. 2935** appertaining to Khatian No. 701 under Khatian No. 599 Ka Kha Ga corresponding to **R. S. Khatian No. 1233**, within the local limits of **South DumDum Municipality**, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District 24-Parganas, in favour of his wife namely **SRIMATI ASHA RANI SAHA**, therein referred to and called as the **Settlee** 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. 154, Pages from 43 to 45, **Being No. 6958** for the year **1981**, which shall be effective after his death;
- E. That, during the course of enjoyment, said **SATISH CHANDRA SAHA** died intestate on **8th** day of **December, 1982** leaving behind him, his wife said **SRIMATI ASHA RANI SAHA**, **4 [four] sons** namely **[1] SRI CHANDIDAS SAHA**, **[2] SRI DEBDAS SAHA**, **[3] SRI MALAY KUMAR SAHA**, **[4] SRI PROLAY KUMAR SAHA** and **2 [two] daughters** namely **[1] SRIMATI DURGA ROY**, wife of Late Atal Krishna Roy and **[2] SRIMATI SUCHITRA SARKAR**, wife of Sri Dinesh Chandra Sarkar, as the only legal heirs, heiresses, successors and representatives towards the estate of deceased **SATISH CHANDRA SAHA**, by virtue of law of inheritance as per Hindu Succession Act, 1956 as amended up-to-date;
- F. That, after the demise of said **SATISH CHANDRA SAHA**, by virtue of law of inheritance and aforesaid Deed of Settlement, said **SRIMATI ASHA RANI SAHA**, wife of Late Satish Chandra Saha, became the sole and absolute owner of aforesaid property and thus mutated her name with the Office of the **B. L. & L. R. O.** and her name have been recorded under **L. R. Khatian No. 678**, in respect of **L. R. Dag No. 7349, Classification of Land: BASTU** and recorded her name with the Office of the South DumDum Municipality and her name have been recorded under **Municipal Holding No. 64**, having **Premises No. 27, Baguiati Road** and used to pay proper tax and other outgoings against her

name regularly and punctually and enjoying the same without any interruptions and/or hindrances from any corner whatsoever;

- G. That during the course of enjoyment, said **ASHA RANI SAHA** died intestate on **11th** day of **January, 2002** leaving behind her **4 [four] sons** said **[1] SRI CHANDIDAS SAHA, [2] SRI DEBDAS SAHA, [3] SRI MALAY KUMAR SAHA, [4] SRI PROLAY KUMAR SAHA** and **2 [two] daughters** said **[1] SRIMATI DURGA ROY**, wife of Late Atal Krishna Roy and **[2] SRIMATI SUCHITRA SARKAR**, wife of Sri Dinesh Chandra Sarkar, as the only legal heirs, heiresses, successors and representatives towards the estate of deceased **ASHA RANI SAHA**, by virtue of law of inheritance as per Hindu Succession Act, 1956 as amended up-to-date;
- H. That, thereafter said **CHANDIDAS SAHA** died intestate on **8th** day of **December, 2005** leaving behind him, his **wife** namely **SRIMATI CHHANDA SAHA** and **only daughter** namely **SRIMATI SAMPA SAHA**, wife of Sri Arup Saha, as the only legal heiresses, successors and representatives towards the estate of deceased **CHANDIDAS SAHA**, by virtue of law of inheritance as per Hindu Succession Act, 1956 as amended up-to-date;
- I. That, after the demise of said **[1] SATISH CHANDRA SAHA, [2] ASHA RANI SAHA** and **[3] SRI CHANDIDAS SAHA**, said **[1A] SRIMATI CHHANDA SAHA**, wife of Late Chandidas Saha, **[1B] SRIMATI SAMPA SAHA**, wife of Sri Arup Saha and daughter of Late Chandidas Saha, **[2] SRI DEBDAS SAHA**, son of Late Satish Chandra Saha, **[3] SRI MALAY KUMAR SAHA**, son of Late Satish Chandra Saha, **[4] SRI PROLAY KUMAR SAHA**, son of Late Satish Chandra Saha, **[5] SRIMATI DURGA ROY**, wife of Late Atal Krishna Roy and daughter of Late Satish Chandra Saha and **[6] SRIMATI SUCHITRA SARKAR**, wife of Sri Dinesh Chandra Sarkar and daughter of Late Satish Chandra Saha, the Landowners herein became the absolute joint owners of **ALL THAT** piece and parcel of a plot of land classified as **BASTU** measuring about **3 [three] Cottahs 11 [eleven] Chittacks 27 [twenty seven] Square Feet** more or less **TOGETHER WITH** an **one Storied Brick built Building** measuring about **500 [five hundred] Square Feet** more or less with **R. C. C. Roof** and **One Room with Tin Shed** on the **First Floor** measuring about **150 [one hundred fifty] Square Feet** more or less, lying and situated at **Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 3083, Pargana - Kolikata**, comprised in Dag No. 2935 corresponding to **R. S. Dag No. 7333** corresponding to **L. R. Dag No. 7349** appertaining to Khatian No. 701 under Khatian No. 599 Ka Kha Ga corresponding to **R. S. Khatian No. 1233** corresponding to **L. R. Khatian No. 678**, within the local limits of **Ward No. 26** of the **South DumDum Municipality**, having **Municipal Holding No. 64**, having **Premises No. 27, Baguiati Road**, 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”**;
- J. That, the Landowners/Vendors herein jointly have entered into a Development Agreement on **10th** day of **December, 2020** with one **M/S. SHREE DURGA CONSTRUCTION [PAN ADOFS3444F]**, a Partnership Firm, having its Principal Place of Business at 94, L. M. Ghosh Street, Post Office - Krishnagar, District - Nadia, PIN - 741 101, West Bengal and City Office at Asha Kutir at 27-A (Old)

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/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/s to the Developer 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 **Rs. _____/- [Rupees _____] only** of the lawful money of the Union of India and truly paid by the Purchaser/s herein to the Landowners/Vendors and Developer [receipt whereof the Landowners/Vendors and Developer 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 and deliver up the possession of the Flat, the Purchaser/s and the Property hereby sold and transferred the Landowners/Vendors and Developer herein collectively doth hereby sell, grant, transfer, convey assign and assure unto the Purchaser/s **ALL THAT** piece and parcel of a self contained separate **Residential Flat** being No. “_____” on the _____ side of _____ **Floor** of the building being known and identified as “**KAMINI KUTHIR**”, situated at **Municipal Holding No. 64, having Premises No. 27, Baguiati Road**, under Police Station - DumDum, District North 24-Parganas, **PIN - 700 028, State - West Bengal**, lying upon the piece or parcel of a piece and parcel of a plot of land classified as “**BASTU**” measuring about **3 [three] Cottahs 11 [eleven] Chittacks 27 [twenty seven] Square Feet** more or less lying and situated at **Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 3083, Pargana - Kolikata**, comprised in Dag No. 2935 corresponding to **R. S. Dag No. 7333** corresponding to **L. R. Dag No. 7349** appertaining to Khatian No. 701 under Khatian No. 599 Ka Kha Ga corresponding to **R. S. Khatian No. 1233** corresponding to **L. R. Khatian No. 678**, within the local limits of **Ward No. 26** of the **South DumDum Municipality**, having **Municipal Holding No. 64, having Premises No. 27, Baguiati Road**, 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, State - West Bengal**, measuring about _____ [_____] **Square Feet Super Built-up Area** more or less [including proportionate share of stair case, landing and lift area] 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 reversions, 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 his and every of their respective rights member and appurtenances whatsoever unto the Purchaser/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 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/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 DOTH HEREBY COVENANT WITH THE PURCHASER/S as follows:-

- a) That notwithstanding any act, deed, matter or thing by the Landowners /Vendors and Developer 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 is 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 has 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/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 to the contrary the Landowners/Vendors and Developer has 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/s in the manner aforesaid.
- c) That it shall be lawful for the Purchaser/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 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.

- d) That the Landowners/Vendors and Developer and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said Flat from through under or in trust for the Landowners/ Vendors and Developer shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser/s do make acknowledged and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, things and assurances whatsoever for further, better and more perfectly, assuring the said Flat sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchaser/s as shall or may be reasonably required.

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

- a) That the right of the Purchaser/s shall remain restricted to the said Flat and the properties appurtenant thereto and the Purchaser/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 save and except the use of common area.
- b) That the Purchaser/s only for the lawful purpose shall always use the said Flat only.
- c) That the Purchaser/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 repairs maintenance etc. for common purpose the Purchaser/s shall be liable to make payment of the proportionate share as shall be determined.
- e) That the Purchaser/s shall be liable to make payment 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 the Purchaser/s shall become a member of the Association to be formed which will comprise with all the Purchaser/s/occupiers of the space or spaces of the said building along with the Landowners/Vendors for maintenance of the common parts.

- g) That the Purchaser/s shall permit the Landowners/Vendors, Developer and their agent with or without workmen at all reasonable time on notice [save and except in case of emergency] to enter into space of the Purchaser/s to check, view and examine to state and condition of the said space and their convenience and for purpose of cleaning, repairing and keeping in order the sewers, drain, pipes, rain water pipes, electric cables and conditions.
- h) That the Purchaser/s shall not deposit throw accumulate any rubbish water dirt rage or other refuge in the common parts of the building or premises or permit the same.
- i) That the Purchaser/s shall not display any hoarding, sign boards or placards on the terrace of the said unit or any share else in the said premises. It is hereby made expressly not to put anything outside the wall of the said building.
- j) That the Purchaser/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.
- k) That the Purchaser/s shall not make any addition and alteration in structural work of the said Flat except with the prior approval and sanction of the appropriate authority.
- l) That the Purchaser/s shall not use stove or Chula in the open space and other common portions and/or allow smoke to spread and go in common portions.
- m) That the Purchaser/s shall not to do any act, good or thing whereby the Landowners/ Vendors are prevented from selling assigning or disposing off any other portion or portions in the said building.
- n) That the Purchaser/s shall use in common with other occupiers and Landowners/Vendors the common areas and facilities and in the passage of entrance from the main road to the premises and the corridors of the building.
- o) To maintain at their own costs and expenses the said Flat and every part thereof and all fixtures and fittings therein or exclusively in the Flat comprised therein properly painted and in good repairs and in the best and clean conditions and as a decent and respectable place for residential purposes.
- p) To use the said Flat and all common parts and common portions carefully and peaceably and equitably and in the manner reasonably required and indicated herein or in the rules and regulations framed or as may be framed by the co-owners or the use thereof.
- q) To use all the paths, passages those reserved only for the purpose called egress and ingress and for no other purpose whatsoever unless permitted by the association upon its formation.
- r) That the Purchaser/s shall not alter any other portion or elevation or color schemes of the said unit of the said building.

- s) That the Purchaser/s shall not throw or accumulate or caused to be thrown or accumulate any dirt, rubbish, or other refuses within the said units or in the places indicated thereof.
- t) That the Purchaser/s shall not place or caused to be placed any article or object in the common parts or common portions save as permitted by the association.
- u) That the Purchaser/s shall not carry on or caused to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal, criminal or any other activities in the said unit anywhere else within the housing complex.
- v) That the Purchaser/s shall not do or permit to be done which is likely to cause nuisance or annoyance to the occupiers of the other units in the said building.
- w) That the Purchaser/s shall not keep or store any offensive, combustible, obnoxious, hazardous, or dangerous articles in the said units or in the common parts, or in the common portions, and also shall not keep or store any heavy articles or things as are likely to damage the floor or floors and/or to operate any machines save that for usual purely domestic purposes.
- x) That the Purchaser/s shall not keep any domestic animal or pets save in the manner permitted by the association.
- y) The association upon its formation shall manage, maintain, control the said multi-storied building common parts, common portions and common purposes, property, fairly and reasonably and in accordance with the provision contained in the rules and regulations or by laws and shall deal with the Landowners/Vendors or occupiers of the other portions in the said building reasonably and shall in particular look after common interest and interest causing annoyance and disturbances quickly.

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

ALL THAT piece and parcel of a plot of land classified as “**BASTU**” measuring about **3 [three] Cottahs 11 [eleven] Chittacks 27 [twenty seven] Square Feet** more or less lying and situated at **Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 3083, Pargana - Kolikata**, comprised in Dag No. 2935 corresponding to **R. S. Dag No. 7333** corresponding to **L. R. Dag No. 7349** appertaining to Khatian No. 701 under Khatian No. 599 Ka Kha Ga corresponding to **R. S. Khatian No. 1233** corresponding to **L. R. Khatian No. 678**, within the local limits of **Ward No. 26** of the **South DumDum Municipality**, having **Municipal Holding No. 64**, having **Premises No. 27, Baguiati Road**, 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, State - West Bengal**, which is butted and bounded as follows:

ON THE NORTH : THIRTY FEET WIDE BAGUIATI ROAD;
 ON THE SOUTH : PROPERTY OF SRI DEBDAS SAHA;
 ON THE EAST : PROPERTY OF GITA RANI SAHA;
 ON THE WEST : SIXTEEN FEET WIDE MUNICIPAL ROAD;

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

ALL THAT piece and parcel of a self contained separate **Residential Flat** being **No. "_____"** 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 Super Built-up Area** more or less comprised with ____ [____] **Bed Room/s**, ____ [____] **Living cum Dinning**, ____ [____] **Kitchen**, ____ [____] **Bath cum Privy**, ____ [____] **W. C.** and ____ [____] **Verandah/s**, **Floor Type - Tiles**, **Extra Amenities: LIFT Facility**, together with the undivided proportionate share of land in the said Premises being known and identified as **"KAMINI KUTHIR"**, situated at **Municipal Holding No. 64**, having **Premises No. 27, Baguiati Road**, under Police Station - DumDum, District North 24-Parganas, **PIN - 700 028**, **State - West Bengal**, along with the common parts and/or general common areas, amenities and facilities in the said building;

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

1. The land on which the building is located and all easements rights and appurtenances belonging 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]**

- a) The Purchaser/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.

- b) The right of access in common with the Landowners/Vendors and other Co-Owners 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.
- c) The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said premises and common part with or without vehicles over and along the passages path ways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that nothing herein contained shall permit the Purchaser/s or any person deserving title under the Purchaser/s and/or their servants, agents and employees, invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the owners and other co-owners or occupiers properly entitled to such passage or pathways or common parts as aforesaid.
- d) 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.
- e) The rights 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.
- f) The right with or without workman and necessary materials for the Purchaser/s to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing or cleaning any part or parts of the said premises and the properties appurtenant thereto in so far as such repairing, repainting or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting emergent situation upon giving twenty four hours previous notices in writing of his intention so to be enter to the owners and other co-owners or occupiers property entitled to the same.

**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 Owners and occupiers entitled to the same and/or deriving rights title under other than the Purchaser/s in respect of the said premises.

- a) The right of way in common with the Purchaser/s, the Landowners/Vendors and Developer 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.

- b) The rights 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.
- c) 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/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/s or used by his 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/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/s.
8. Maintenance of regular water supply to the flat.

IN WITNESSES HEREOF the **LANDOWNERS/VENDORS**, the **DEVELOPER** and the **PURCHASER/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.

2.

For and on behalf of:

[1] Srimati Chhanda Saha, [2] Srimati Sampa Saha, [3] Sri Debdas Saha, [4] Sri Malay Kumar Saha, [5] Sri Prolay Kumar Saha, [6] Srimati Durga Roy and [7] Srimati Suchitra Sarkar

As Constituted Attorney

**SIGNATURE OF LANDOWNERS/
VENDORS**

SIGNATURE OF DEVELOPER

Drafted and prepared in my office:

SIGNATURE OF PURCHASER/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** from the herein above named Purchaser/s according to
 memo of consideration stated herein below:

MEMO OF CONSIDERATION

Date	Bank	Branch	Cheque/Draft	Amount [Rs.]
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 Total Consideration Rs.

Rupees**only.****Witnesses:**

1.

2.

For and on behalf of:

[1] Srimati Chhanda Saha, [2]
 Srimati Sampa Saha, [3] Sri Debdas
 Saha, [4] Sri Malay Kumar Saha, [5]
 Sri Prolay Kumar Saha, [6] Srimati
 Durga Roy and [7] Srimati Suchitra
 Sarkar

As Constituted Attorney**SIGNATURE OF LANDOWNERS/
 VENDORS**

SHREE DURGA CONSTRUCTION

Aishwariya Saha
 Partner

SIGNATURE OF DEVELOPER