

# DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made, effected, instrumented and/or executed at  
Kolkata on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty Four (2024) A.D.

S. G. CONSTRUCTION

Gouranga Das

Partner

**BY AND BETWEEN**

(1) **SRI NANI GOPAL DAS (PAN : BYEPD4324B)**, son of Bolohari Das, by faith - Hindu, by occupation –Retired Person, by Nationality Indian, residing at 159, M.M. Ghosh Road, P.O. – Motijheel, P.S. Dum Dum now Nager Bazar, Kolkata - 700 074, in the District of North 24-Parganas, (2) **SMT. MITHU DAS (PAN : BQRPD5337D)**, wife of Sri Goutam Das, by faith - Hindu, by occupation – Housewife, by Nationality - Indian, residing at 263, M.M. Ghosh Road, P.O. – Motijheel, P.S. Dum Dum now Nager Bazar, Kolkata - 700 074, in the District of North 24-Parganas, hereinafter jointly called the "**VENDOR-OWNERS/FIRST PARTY**" (which terms or expression shall unless excluded by or repugnant to the context or subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives, and assigns) of the **FIRST PART.**

The owners / Vendors represented through **their** Constitute Attorney "**S.G. CONSTRUCTION**" having its office at 368, Nayapatty Road, 1<sup>st</sup> Floor, P.O.- Bangur Avenue, P.S. – Dum Dum, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, being represent by its Partners namely (1) **SRI GOURANGA DAS (PAN: AZVPD0166E)**, Son of Subodh Chandra Das, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 30/45, Nayapatty Road, Durgabati Colony, P.O.- Bangur Avenue, P.S. – Dum Dum now Nager Bazar, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, (2) **SRI SWARUP DEBNATH (PAN: ALGPD4089B)**, Son of Late Gour Mohan Debnath, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 115, Nayapatty Road, Water Tank, P.O.- Bangur Avenue, P.S. – Dum Dum now Nager Bazar, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, by dint of Two Different Development Power of Attorney (1) executed on 20<sup>th</sup> day of May, 2022 which was registered at the office of the Additional District Sub-Registrar Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2022, page No. 285196 to 285214, being No. 150606658 for the year 2022, (2) executed on 20<sup>th</sup> day of May, 2022 which was registered at the office of the Additional District Sub-Registrar Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2022, page No. 285177 to 285195, being No. 150606659 for the year 2022.

AND

**"S.G. CONSTRUCTION (PAN: AERFS2921M)"** having its office at 368, Nayapatty Road, 1<sup>st</sup> Floor, P.O.- Bangur Avenue, P.S. – Dum Dum, Kolkata – 700055, Dist. – North 24 Parganas,

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West Bengal, being represent by its Partners namely (1) **SRI GOURANGA DAS (PAN: AZVPD0166E)**, Son of Subodh Chandra Das, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 30/45, Nayapatty Road, Durgabati Colony, P.O.- Bangur Avenue, P.S. – Dum Dum now Nager Bazar, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, (2) **SRI SWARUP DEBNATH (PAN: ALGPD4089B)**, Son of Late Gour Mohan Debnath, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 115, Nayapatty Road, Water Tank, P.O.- Bangur Avenue, P.S. – Dum Dum now Nager Bazar, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, hereinafter called the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

(1) \_\_\_\_\_ (PAN: \_\_\_\_\_, AADHAAR NO. \_\_\_\_\_  
 XXXX XXXX 1234) wife of \_\_\_\_\_, By Occupation - \_\_\_\_\_

(2) \_\_\_\_\_ (PAN: \_\_\_\_\_, AADHAAR NO. \_\_\_\_\_  
 XXXX XXXX 1234) wife of \_\_\_\_\_, By Occupation - \_\_\_\_\_

both are By faith - \_\_\_\_\_, By Nationality- \_\_\_\_\_, Residing at  
 \_\_\_\_\_, P.O.- \_\_\_\_\_, P.S.-  
 \_\_\_\_\_, Kolkata - \_\_\_\_\_, Dist-  
 \_\_\_\_\_, West Bengal, hereinafter referred to as the "**PURCHASER**

**(S) / ALLOTTEE**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/his/their successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **THIRD PART**.

The Developer / Promoter and Purchaser (s) / Allottee (s) shall hereinafter collectively be referred to as the Parties" and individually as a "Party"

**BACK GROUND:**

**WHEREAS** Nani Gopal Das acquired **ALL THAT** piece and parcel of a plot of land measuring an area of land measuring 01 (One) Cottahs 12 (Twelve) Chittacks Bastu land be the same a little more or less along with one kancha structure measuring about 100 (One Hundred) Sq. ft., under Mouza – Satgachi, J.L. No. 20, R.S. No. 154, C.S. Dag No. 375, Touzi No. 3162, R.S. Dag No.

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 Partner



1719, 1720, Khatian No. 239, Holding No. 159, M.M. Ghosh Road, P.S. – Dum Dum now Nager Bazar, P.O. Motijheel, Kolkata – 700 074, Ward No. 21, under the South Dum Dum Municipality, District – North 24-Parganas (morefully and particularly described in the FIRST SCHEDULE hereunder written), under A.D.S.R. Cossipore Dum Dum, North 24-Parganas by virtue of one Deed of Sale duly registered before the D.S.R. Barasat and recorded in Book No. I, Volume No. 99, Pages 133, Being No. 4298, for the year 1993, executed by Sri Subarna Karmakar, unto the favour of present land Owner Sri Nani Gopal Das.

**AND WHEREAS** by virtue of aforesaid Deed, the Owner Sri Nani Gopal Das became the sole and absolute owner of the said property and mutated his name in the records of the South Dum Dum Municipality and obtain Holding No. 159, M.M. Ghosh Road, Kolkata – 700 074 and is paying municipal taxes in his name as absolute owner and occupier thereof and is now seized and possessed of the same free from all sorts of encumbrances.

**AND WHEREAS** the said Nani Gopal Das decided to develop the said plot of land by erecting/raising a Ground plus Four storied building by a Developer for their common benefit and entered into a Registered Development Agreement executed on 20<sup>th</sup> day of May, 2022 with the Developer namely S.G. Construction **the partnership firm represented by its partners** Sri Gouranga Das and Sri Swarup Debnath, which was duly Registered at the office of the Additional District Sub-Registrar at Cossipore Dum Dum, in Book No. 1, Volume No. 1506-2022, pages 285400 to 285429 being No. 150606623 for the year 2022, with some term and conditioned mentioned thereon and said owner namely Nani Gopal Das also executed a General Power of Attorney in favour of S.G. Construction **the partnership firm represented by its partners** Sri Gouranga Das and Sri Swarup Debnath, executed on 20<sup>th</sup> day of May, 2022 which was registered at the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. 1, Volume No. 1506-2022, page No. 285196 to 285214, being No. 150606658 for the year 2022, empowering the Developer to enter into an agreement for sale and/or to enter into a sale transaction of the said ownership flats (save and except the said Owner's Allocation) and to receive from the intending or prospective purchaser or purchasers against the said proposed or constructed ownership flats and to take full and final payment of such advance and price or consideration money in the name of the Attorney and to do such other acts as contained therein;

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**WHEREAS** Smt. Mithu Das owned and acquired **ALL THAT** piece and parcel of a plot of land measuring an area of land measuring about 02 (Two) Cottahs Bastu land be the same a little more or less along with one kancha structure measuring about 100 (One Hundred) Sq. ft., under Mouza – Satgachi, J.L. No. 20, R.S. No. 6, Touzi No. 3162, C.S. Dag No. 1719 and 1720, corresponding to L.R. Dag No. 1473, 1474, Khatian No. 239, corresponding to L.R. Khatian No. 32, within the local limits of South Dum Dum Municipality , Ward No. 21, at Premises No. 263, M.M. Ghosh Road, within jurisdiction of A.D.S.R. Cossipore Dum Dum, P.S. – Dum Dum now Nager Bazar, P.O. Motijheel, Kolkata – 700 074, District – North 24-Parganas (morefully and particularly described in the FIRST SCHEDULE hereunder written), by virtue of one Deed of Gift duly registered before the A.D.S.R. Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2019, Pages from 361323 to 361351, Being No. 7542, for the year 2019, executed by her brother Sri Biresh Dutta, unto the favour of present land Owner Smt. Mithu Das by virtue of natural love and affection upon himself.

**AND WHEREAS** by virtue of aforesaid Deed, the land Owner namely Smt. Mithu Das became the sole and absolute owner of the said property and mutated her name in the records of local South Dum Dum Municipality and obtain Holding No. 159, M.M. Ghosh Road, Kolkata – 700 074 and is paying municipal taxes in her name as absolute owner and occupier thereof and is now seized and possessed of the same free from all sorts of encumbrances.

**AND WHEREAS** the said Smt. Mithu Das decided to develop the said plot of land by erecting/raising a Ground plus Four storied building by a Developer for their common benefit and entered into a Registered Development Agreement executed on 20<sup>th</sup> day of May, 2022 with the Developer namely S.G. Construction **the partnership firm represented by its partners** Sri Gouranga Das and Sri Swarup Debnath, which was duly Registered at the office of the Additional District Sub-Registrar at Cossipore Dum Dum, in Book No. 1, Volume No. 1506-2022, pages, pages 285430 to 285459 being No. 150606624 for the year 2022, with some term and conditioned mentioned thereon and said owner namely Smt. Mithu Das, the Owner also executed a General Power of Attorney dated the 20<sup>th</sup> day of May, 2022 which was registered at the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. 1, Volume No. 1506-2022, page No. 285177 to 285195, being No. 150606659 for the year 2022, empowering the Developer to enter into an agreement for sale and/or to enter into a sale transaction of the said

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ownership flats (save and except the said Owner's Allocation) and to receive from the intending or prospective purchaser or purchasers against the said proposed or constructed ownership flats and to take full and final payment of such advance and price or consideration money in the name of the Attorney and to do such other acts as contained therein;

**AND WHEREAS** thereafter said Nani Gopal Das and Smt. Mithu Das jointly decided to amalgamated their land into single holding and 206, M.M. Ghose Road, Kolkata- 700074 and executed a deed of amalgamation executed on 20<sup>th</sup> day of May, 2022 which was registered at the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. 1, Volume No. 1506-2022, page No. 286059 to 286076, being No. 150606667 for the year 2022.

**AND WHEREAS** the Vendor-Developer started construction of the building on the demised premises at his own costs;

**AND WHEREAS** in terms of the Development Agreement and by virtue of aforesaid Development Power of Attorney the Developer herein obtained a Building Sanction Plan being No. **765 dated 26<sup>th</sup> day of May, 2023** from concern South Dum Dum Municipality hereinafter called the "**Said Plan**" and other specification whatsoever have satisfied himself desire to purchase one self-contained residential Flat being No. \_\_\_\_\_ on the \_\_\_\_\_ **Floor** (\_\_\_\_\_ **Side**), measuring Carpet area of \_\_\_\_\_ (\_\_\_\_\_) Sq. ft. more or less corresponding to super built up area of \_\_\_\_\_ (\_\_\_\_\_) sq. ft. more or less along with One **Covered Car Parking Space, being No. \_\_\_\_\_** on the **Ground Floor** (\_\_\_\_\_ **Side**), measuring super built up area of \_\_\_\_\_ (\_\_\_\_\_) Sq. ft. more or less, at or for the price of **Rs. \_\_\_\_\_/-** (\_\_\_\_\_ **Lakh**) only, together with undivided proportionate share or interest in the land morefully and particularly mentioned in the first schedule and Second schedule hereunder written and the purchasers have agreed to purchase the same free from all encumbrance, charges liens lispence, attachment, acquisition and requisition and all other liability whatsoever.

**Vendors/Owners and the Purchasers entered into an Agreement for Sale** :: In terms and conditions of the above Agreement for Sale made between the Vendors/Owners herein as the First Part and the Developer herein as the Second Part and the Purchasers herein as the Third Part, the Vendors/Owners and The Developer have agreed to sell and the Purchasers has agreed to purchase the **ALL THAT** one self-contained residential Flat being No. \_\_\_\_\_ on the



\_\_\_\_\_ Floor (\_\_\_\_\_ Side), measuring Carpet area of \_\_\_\_\_  
 (\_\_\_\_\_) Sq. ft. more or less corresponding to super built up area of \_\_\_\_\_  
 (\_\_\_\_\_) sq. ft. more or less along with One **Covered Car Parking Space**,  
 being No. \_\_\_\_\_ on the **Ground Floor** (\_\_\_\_\_ Side), measuring super built up  
 area of \_\_\_\_\_ (\_\_\_\_\_) Sq. ft. more or less, of the said building including  
 undivided impartible proportionate share or interest in the land or ground together with undivided  
 common rights on the terrace and parapet walls, all common amenities and facilities appended  
 thereto the said building, more fully mentioned and described in the **SECOND SCHEDULE**  
 hereunder in the said for the total price of consideration of **Rs.** \_\_\_\_\_/- (\_\_\_\_\_)  
 only free from all encumbrances and liabilities whatsoever.

On the request of the Purchasers, the Vendors / Owners / Developer have agreed to execute  
 and register a Deed of Conveyance in favour of the Purchasers in respect of the said Flat  
 mentioned herein below, of the said building including undivided impartible proportionate share  
 or interest in land, together with undivided common rights on the terrace and parapet walls with  
 all common amenities and facilities appended thereto the said building and premises more fully  
 mentioned and described in the **SECOND SCHEDULE** hereunder written at or for the price or  
 consideration money free from all encumbrances and liabilities whatsoever absolutely and  
 forever.

TOGETHER WITH the land, whereupon or on part whereof, the same is erected and built and  
 premises, that are part and parcel thereof, together with all rights, liberties, privileges, easements,  
 profits and appendages, right of ingress and egress and right of air and light, that are belonging  
 thereunto and/or reputed so to belong and all muniments of title documentation, that are in the  
 custody, power and possession of the Vendors/Owners, relating to the demised premises and all  
 rents, issues, profits and usufructs there from, for the Purchasers TO HAVE AND TO HOLD, the  
 same for an indefeasible title, in fee simple, free from all encumbrances whatsoever, absolutely  
 and forever, doth hereby covenants, with the Purchasers, that notwithstanding, any act, deed or  
 thing done by them, or their predecessor-in-interest, they the Vendors/Owners, have in their  
 good, rightful, power and absolute authority, to grant, sell, convey, transfer, assign and assure,  
 the demised premises, unto the Purchasers, as is being done by this instrument and that there  
 is no latent or patent defect of title of the Vendors/Owners in the same, or any latent or patent

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defect of title of the Purchasers i.e. being obtained through this instrument and further that there is no clog on the title of the Vendors / Owners and further there is no impediment, or bar for the Vendors/Owners to absolutely sell the demised premises as Vendors /Owners thereof, either under any law, or statute, or under any order of Court, or any other statutory forum, or Municipality or under any contract and the Vendors/Owners, hereby further covenant with the Purchasers, that the demised premises and every part thereof, is totally free from all encumbrances whatsoever and the Vendors/Owners hereby keeps the Purchasers sufficiently harmless and indemnified against the same and the Vendors/Owners hereby further covenant with the Purchasers, that all municipal taxes, electric bills, maintenance charges and all other outgoings, in respect of the demised premises, shall be borne by the Vendors /Owners till the month, date or quarter in which this conveyance is being executed or vacant and peaceful possession is taken, whichever is earlier, as shall be applicable and thereafter the same shall be paid by the Purchasers and the Vendors/Owners hereby further mutually covenant with the Purchasers, that the Purchasers shall be free to use, occupy, enjoy, possess and absolutely own the same, without any let or hindrance, claim, question or demand, being raised by the Vendors/Owners or any one claiming through or under them, or in trust or in equity and the Vendors/Owners further covenant with the Purchasers, that on request of the Purchasers, they will be bound to do, all and every act and to sign, execute and register if necessary, all deeds, documents, applications and papers, for more perfectly assuring the title, of and in the demised premises AND the parties doth hereby mutually covenant with one another, that all of them shall at all times in future, duly comply with all the terms and conditions contained in this conveyance.

**THE VENDORS/OWNERS AND DEVELOPER DOTH HEREBY FURTHER COVENANT WITH THE PURCHASERS AS FOLLOWS: -**

1. The interest which the Vendors professed to transfer, subsist and the Vendors have good, rightful power and absolute authority and indivisible title to grant, convey, transfer, assign and assure unto the Purchasers and every part or parts thereof respectively unto the Purchasers and the Vendors/Owners have not at any time hereto before done, omitted, committed, suffered or been party or privy to any act, deed or thing whereby they may be prevented from granting conveying transferring assigning or assuring the said demised premises which is morefully and specifically mentioned and/or described in the Schedule.



2. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon the said demised premises which is morefully and specifically described in First Schedule hereunder and thus the demised premises is hereby sold, conveyed and transferred unto the Purchasers and every part thereof and to enjoy the said demised premises which is morefully and specifically described in Schedule hereunder, without any interruption claim or demand whatsoever by the Vendors/Owners or any person or persons claiming through under or in trust for the Vendors.
3. The said demised premises which is morefully and specifically described in Second Schedule is hereby sold conveyed and transferred unto the Purchasers and freed and discharged from or otherwise by the Vendors/Owners sufficiently indemnified against all and all manner of encumbrances claims and demands whatsoever caused, created, occasioned and / or made by the Vendors/Owners or any person or persons claiming or to claim through under or in trust for the Vendors/Owners.
4. The Vendors/Owners or every person or persons under or representing them, lawfully claiming any estate, right, title or interest into or upon the said demised premises which is more fully and specifically described in the Schedule hereunder, hereby sold conveyed and transferred unto the Purchasers or any part thereof through under or in trust for the Vendors/Owners shall and will at all times hereafter upon every reasonable request and at the cost of the Purchasers make, do, acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, assurances, matters and things whatsoever for the further better and more perfectly assuring the said premises unto the Purchasers or shall or may be reasonably required.
5. The Vendors /Owners promise, declare, undertake and covenant with and to the Purchasers that they shall attend and/or present themselves before any Forum and/or Court and/or Govt. Authority and/or Organization and/or statutory body including South Dum Dum Municipality, CESE for and/or on behalf of and at the request of the Purchasers in order to answer, clarify, if any question, query and / or dispute is raised by the above authorities i.e. to corroborate, pass on and/or transfer better title to, for and in favour of the Purchasers the Vendors/Owners shall attend to any authority at any time at the request of the Purchasers.
6. That the Vendors/Owners hereby undertake and indemnify to pay all dues and/or arrears till the date of execution of these presents to and for the Purchasers or vacant and peaceful



possession is taken, whichever is earlier, on account of municipal taxes, levies, electricity bills etc.

7. That the Vendors/Owners are the joint, exclusive and absolute Vendors/Owners of the property and/or otherwise well and sufficiently entitled to the said property (which is morefully and specifically mentioned and/or described in the Schedule).

8. That the Vendors/Owners hereby declares, that the properties appurtenant thereto is free from all encumbrances, mortgages (including mortgage by deposit of title deeds or anomalous mortgage under the Transfer or property Act), charges, liens, lispensens, annuity, right of residence or maintenance under any testamentary disposition, settlement or other documents or under any law, debutters, wakf, trusts, benami transactions, adverse possession, attachments, decree or order including any injunction or prohibitory order, acquisition, requisition, vesting, alignment, claims, demands and liabilities of whatsoever or howsoever nature and that the Vendors/Owners have and hold clear, undisputed, undisturbed, marketable and authentic title to the same.

9. The Vendors/Owners have actual, undisturbed, undisputed, exclusive, and absolute Ownership and khas physical possession of the said premises (which is morefully and specifically mentioned and/or described in the Schedule).

10. The Vendors/Owners also declare that the entire First Scheduled property is neither affected by and/or included under any law suit and/or proceedings nor affected by and under the (Urban Land Ceiling Regulation) Act., and/or scheme related to such Act or any other Law in force for the time being.

11. The Vendors /Owners have not entered into any Agreement for Sale, Lease, License, Tenancy and or any sort of Agreement and/or Contract with anybody, person and/or organization in respect of and/or regarding the Scheduled property other than the abovementioned Purchasers.

12. The Vendors/Owners have not mortgaged this Scheduled property to any person and/or organization and/or body Corporate and/or bank etc.

13. The Vendors/Owners declare that there is no Title Suit pending and/or active in any Court and/or Tribunal etc. in respect of and regarding this scheduled property.



14. The Vendors/Owners also vehemently declare that neither any declaration nor any undertaking, in respect of and in regard to the Scheduled property, have been given, and/or declared and/or announced to anybody corporate, bank, person, organization etc. which holds and/or causes and/or effects any encumbrance and/or charge to the Scheduled property and/or affects the title of the Scheduled property.

15. The Vendors/Owners neither have received any notice for Acquisition and/or Requisition, nor any process and/or proceeding for Acquisition and/or Requisition under any law or laws for the time being in force, is active and /or pending and /or under process and/or in motion in any Court, Tribunal and/or Administrative office and offices in respect of and with regard to the Scheduled property and the area appurtenant thereto or any part or portions thereof.

16. That it is hereby further agreed that the Purchasers hereto as the absolute owners of the said flat shall have all right to sell, gift, transferred and assign the said flat in any manner and the Developer/vendors or any co-owners shall have no objection to any such transferred.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Property of Nani Gopal Das)

**ALL THAT** piece and parcel of a plot of Bastu land measuring an area of **01 (One) Cottahs 12 (Twelve) Chittacks** more or less together with one Tile shed structure measuring about **100 (One Hundred) Sq. ft.**, lying and situated at Mouza – Satgachi, J.L. No. 20, R.S. No. 154, C.S. Dag No. 375, Touzi No. 3162, R.S. Dag No. 1719, 1720, L.R. Dag No. 1473 & 1474, under Khatian No. 239, Holding No. 159, M.M. Ghosh Road, P.S. – Dum Dum now Nager Bazar, P.O. Motijheel, Kolkata – 700 074, Ward No. 21, under the South Dum Dum Municipality, District – North 24-Parganas, under A.D.S.R. Cossipore Dum Dum, North 24-Parganas, which is butted and bounded as follows:

<b>ON THE NORTH</b>	:	10'-0" Wide Road;
<b>ON THE SOUTH</b>	:	C.S. Dag No. 376;
<b>ON THE EAST</b>	:	C.S. Dag No. 375;
<b>ON THE WEST</b>	:	C.S. Dag No. 375.

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*Gouranga Das*  
Partner



**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Property of Smt. Mithu Das)

ALL THAT piece and parcel of a plot of land measuring an area of **02 (Two) Cottahs** Bastu land be the same a little more or less together with kancha structure measuring about **100 (One Hundred) Sq. ft.**, lying and situated at Mouza – Satgachi, J.L. No. 20, R.S. No. 6, Touzi No. 3162, C.S. Dag No. 1719 and 1720, corresponding to L.R. Dag No. 1473 & 1474, under Khatian No. 239, corresponding to L.R. Khatian No.32, at Premises No. 263, M.M. Ghosh Road, P.S. – Dum Dum now Nager Bazar, P.O. Motijheel, Kolkata – 700 074, Ward No. 21, under the South Dum Dum Municipality, District – North 24-Parganas, under A.D.S.R. Cossipore Dum Dum, North 24-Parganas, which is butted and bounded as follows:

**ON THE NORTH** : 10'-0" Wide Road;  
**ON THE SOUTH** : Amaresh Chakraborty's House;  
**ON THE EAST** : Ajit Saha's House;  
**ON THE WEST** : Nani Gopal Das's House.

**THE FIRST SCHEDULE ABOVE REFERRED TO:****(Description of Amalgamated Property)**

ALL THAT piece and parcel of a plot of total Bastu land measuring an area of **03 (Three) Cottahs** **12 (twelve) chittacks** more or less along with 200 (two hundred) sq. ft. kuttcha structure, lying and situated at Mouza – Satgachi, J.L. No. 20, R.S. No. 6, Touzi No. 3162, C.S. / R.S. Dag No. 1719 and 1720, corresponding to L.R. Dag No. 1473 & 1474, under Khatian No. 239 & 32, within the local limits of South Dum Dum Municipality in Ward No. 21, being Holding No. 159 & 263, M.M. Ghosh Road, Kolkata - 700074, under A.D.S.R. Cossipore Dum Dum, North 24-Parganas, which is butted and bounded as follows:

**ON THE NORTH** : 10'-0" Wide Road;  
**ON THE SOUTH** : Amaresh Chakraborty's House;  
**ON THE EAST** : Ajit Saha's House;  
**ON THE WEST** : Vacant Land.

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 Partner



**- THE SECOND SCHEDULE ABOVE REFERRED TO -**

**(Description of Flat)**

**ALL THAT** one self-contain Residential Flat on the \_\_\_\_\_ Floor being No. \_\_\_\_\_, \_\_\_\_\_ side measuring carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) Sq. Ft. more or less corresponding to super built up area measuring \_\_\_\_\_ ( \_\_\_\_\_ ) Sq. Ft. more or less consisting of \_\_\_\_\_ Bed Room, \_\_\_\_\_ Dining cum Drawing, \_\_\_\_\_ Toilets, \_\_\_\_\_ Kitchen, \_\_\_\_\_ Balcony together with one car Parking Space / Garage being No. \_\_\_\_\_, on the **Ground** Floor, \_\_\_\_\_ Side measuring an area of \_\_\_\_\_ ( \_\_\_\_\_ ) Sq. Ft. more or less of the "**ARAYNAK**" together with all doors, windows fixtures and fittings in sanitary and electrical points together with undivided proportionate share of interest in the land and in the common area and common service area of the said building on the first schedule mentioned property, along with undivided proportionate share of land and including rights of users of the common areas in the building.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

[Common Parts and Portions]

1. The foundation columns, girds, beams, supports, main walls, corridors, lobbies, stairs, roof, stairways entrance to and exist from the building intended for common use.
2. Common rights on the passages and lobbies on the Ground Floor excepting for other saleable spaces.
3. Water pump and electrical panels, wirings, switches and all electrical installations in common portions.
4. Overhead water tank, water pipes and other common plumbing installations and pump appended therein.
5. Windows, doors, grills and other fittings of the common areas of the said premises and/or the said building.
6. Electrical machine parts, electrical wiring, motors and fittings excluding those as are installed for any particular flat or unit in the said building.

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7. All drains, sewers, drainage rain water pipes, septic tank, underground deep tube well with boring therein,
8. Such other common parts, areas, equipment's, installations, fixtures, fittings and spaces in or about the said premises and/or building as are necessary for passage to or user and occupancy of the said unit or flat in common and expressly to be the common parts of the building and premises.
9. Including common rights to use the roof terrace of the said building with other co-owners.
10. Outside Paved periphery of the building stair. Lobby, Landing, entrance can't be used for parking of Motorcycle, cycle.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

[Common Expenses]

1. All costs of maintenance, replacing, repairing, white washing, painting, re-building, reconstructing, decorating, re-decorating and lighting the common parts and the portions and the common areas and also the outer walls of the said building and parking spaces.
2. The costs of cleaning and lighting the passage, landings, staircase and all other parts of the building including the open compound.
3. Insurance premium for insuring the said building against earthquake fire, lightening, mob-damages, civil commotion etc.
4. The salaries of clerks, Caretaker, sweepers, electricians, plumbers and all other persons employed for the same purpose.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Municipal Taxes and other outgoing expenses those as are separately assessed on the respective flat or unit.
7. Cost and charges of establishment for maintenance of the said building and for watch and ward staff.
8. All litigation expenses for protecting the title of the said land and building.
9. The office expenses incurred for maintenance of the office for common purpose.
10. Costs of establishment and operation of the Association upon its formation relating to common purposes.

S. G. CONSTRUCTION  
Gouranga Das  
Partner



11. All such other expenses and outgoings as are deemed by the Vendors/Owners and/or of the Association to be necessary for or incidental thereto.

12. All expenses referred to above shall be borne and paid proportionately by the co-Purchasers on and from the date of taking over the Possession of their respective flats or units but the Vendors/Owners shall be liable to bear such charges in respect of flats or units not taken by any Purchasers.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands, and seals in the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

In presence of the following

Witnesses:

1.

**SIGNATURE OF THE VENDORS/OWNERS**

(Constitute attorney of Owners)

2.

**DRAFTED BY:-**

**SIGNATURE OF THE DEVELOPER**

S. G. CONSTRUCTION

Gouranga Das

Partner

**SIGNATURE OF THE PURCHASER**

**MEMO OF CONSIDERATION**

RECEIVED from the above named Purchasers the within-mentioned consideration money being the sum of **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_) only as full and final settlement of consideration money as per the Memo of Consideration mentioned below:

Date	Cheque No.	Bank	Branch	Amount
TOTAL				_____,00,000/-

IN THE PRESENCE OF:

1.

2.

**SIGNATURE OF THE DEVELOPER**

S. G. CONSTRUCTION

Gouranga Das

Partner