

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day
Two Thousand and Twenty Four (2024)

B E T W E E N


SMT. MAYA RANI HALDER alias **MAYA HALDER** (PAN – **AOIPH4827A**), wife of Sri Subhas Chandra Halder, by faith – Hindu, by Nationality – Indian, by Occupation – Housewife, residing at Kabi Mukunda Das Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700 065, Dist. North 24-Parganas, hereinafter called and referred to as the “**VENDOR**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

The Vendor is represented by their Constituted Attorney – **UNICON REALTY** (PAN – **AAEFU8864C**), a Partnership Firm, having its office at 210B/1G, Kalicharan Ghosh Road, P.O. Sinthee, P.S. Sinthee, Kolkata – 700 050, Dist. North 24-Parganas, represented by its partners – (1) **SRI KUMAR BAGCHI** (PAN- **ACXPB2853P**), son of Late Nripesh Chandra Bagchi, residing at 210B/1G, Kalicharan Ghosh Road, P.O. Sinthee, P.S. Sinthee, Kolkata – 700 050, Dist. North 24-Parganas and (2) **SRI SUBRATA SARKAR** (PAN – **AIRPS6960L**), son of Late Arun Chandra Sarkar, residing at 46/1/1, Jawpur Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700 074, Dist. North 24-Parganas, both by faith – Hindu, both by Nationality – Indian, both by Occupation – Business, empowered and authorized by virtue of a Development Power of Attorney, duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2016, Pages from 310016 to 310034, Being No. 150608702 for the year 2016.

A N D

UNICON REALTY (PAN – **AAEFU8864C**), a Partnership Firm, having its office at 210B/1G, Kalicharan Ghosh Road, P.O. Sinthee, P.S. Sinthee, Kolkata – 700 050, Dist. North 24-Parganas, represented by its partners – (1) **SRI KUMAR BAGCHI** (PAN- **ACXPB2853P**), son of Late Nripesh Chandra Bagchi, residing at 210B/1G, Kalicharan Ghosh Road, P.O. Sinthee, P.S. Sinthee, Kolkata – 700 050, Dist. North 24-Parganas and (2) **SRI SUBRATA SARKAR** (PAN – **AIRPS6960L**), son of Late Arun Chandra Sarkar, residing at 46/1/1, Jawpur Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700 074, Dist. North 24-Parganas, both by faith – Hindu, both by Nationality – Indian, both by Occupation – Business, hereinafter referred to as the “**DEVELOPER**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors in office and assigns) of the **SECOND PART**.

UNICON REALTY


Partner

A N D

(1) **SRI BIDYUT BALA (PAN – AUBPB6521G)**, son of Vivekananda Bala, by Occupation – Service and (2) **SMT. MOUMITA DAS (PAN – BTIPD8985R)**, wife of Sri Bidyut Bala, by Occupation – Housewife, both by faith – Hindu, both by Nationality – Indian, both are residing at Ramchandrapur, Paschim Ramchandrapur, Gopalnagar, P.O. & P.S. Bongaon, District North 24-Parganas, PIN – 743262, West Bengal, hereinafter called and referred to as the “**PURCHASERS**” (which terms or 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 **THIRD PART**.

WHEREAS one Haripada Ruidas was the owner of land measuring 5 Cottahs more or less at Mouza – Digla, P.S. Dum Dum, comprised in Dag No. 2230, under Khatian No. 261.

AND WHEREAS the said Haripada Ruidas by a registered Deed of Conveyance dated 02.06.1958 duly registered at the office of Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 68, Pages from 7 to 9, Being No. 4067 for the year 1958, sold and transferred the said land measuring an area of 5 Cottahs more or less at Mouza – Digla, P.S. Dum Dum, comprised in Dag No. 2230, under Khatian No. 261 to Smt. Patra Lekha Halder.

AND WHEREAS the said Smt. Patra Lekha Halder by a registered Deed of Conveyance dated 27.08.1976, registered at the office of Additional District Registrar Barasat, North 24-Parganas, recorded in Book No. I, Volume No. 25, Pages 252 to 255, Being No. 1204 for the year 1974, sold and transferred the said land measuring an area of 4 Cottahs more or less out of aforesaid land measuring 5 Cottahs more or less, at Mouza – Digla, P.S. Dum Dum, comprised in Dag No. 2230, under Khatian No. 261 to Smt. Maya Rani Halder.

AND WHEREAS the said Smt. Patra Lekha Halder by a registered Deed of Conveyance dated 17.08.1976, registered at the office of Additional District Registrar Barasat, North 24-Parganas, recorded in Book No. I, Being No. 1205 for the year 1976 sold and transferred the land measuring an area of 1 Cottah more or less out of the said land measuring 5 Cottahs more or less to Sri Jyotirmoy Halder.

AND WHEREAS the said Sri Jyotirmoy Halder by a registered Deed of Conveyance dated 19.04.1976 registered at the office of A.D.S.R. Cossipore Dum Dum and recorded in Book No. I, Volume No. 170, Pages from 37 to 48, Being No. 3523 for the year 1982, sold and transferred the said land measuring an area of 1 Cottahs more or less at Mouza – Digla, P.S. Dum Dum, comprised in Dag No. 2230, under Khatian No. 261 in favour of said Smt. Maya Halder alias Smt. Maya Rani Halder.

AND WHEREAS by virtue of the aforesaid two deeds, the said Smt. Maya Halder alias Smt. Maya Rani Halder, the Vendor herein became the absolute Owner of land measuring 5 Cottahs more or less and mutated her name to the concern South Dum Dum Municipality and obtain a Holding No. 415, Kabi Mukunda Das Road, under Ward No. 2 and paid relevant taxes regularly and also constructed structure thereon at her own costs and expenses.

AND WHEREAS since then the Vendor herein became the sole and absolute Owner of **ALL THAT** piece and parcel of a plot of bastu land measuring an area of 5 (Five) Cottahs be the same a little more or less, together with structure standing thereon, lying and situated at Mouza – Digla, J.L. No. 18, R.S. No. 161, Touzi No. 173, comprised in R.S. Dag No. 2230 under R.S. Khatian No. 261, being Municipal Holding No. 415, Kabi Mukunda Das Road, Kolkata – 700 065, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 02, under Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, particularly mentioned and described in the First Schedule hereunder written and is now seized and possessed of and / or otherwise well and sufficiently entitled to the said Property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, convey and transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as she will think fit and proper.

AND WHEREAS with a view to develop the aforesaid property by raising construction of a G+4 storied building Vendor herein entered into a registered Development Agreement dated 10th day of November, 2016, duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2016, Pages from 305618 to 305643, Being No. 150608566 for the year 2016, with the Developer herein under some terms and conditions mentioned thereon and subsequently the Vendor herein executed Development Power of Attorney, duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2016, Pages from 310016 to 310034, Being No. 150608702 for the year 2016 unto and in favour of the said Developer **UNICON REALTY (PAN – AAEFU8864C)**, a Partnership Firm, having its office at 210B/1G, Kalicharan Ghosh Road, P.O. Sinthee, P.S. Sinthee, Kolkata – 700 050, Dist. North 24-Parganas, represented by its partners – (1) **SRI KUMAR BAGCHI (PAN- ACXPB2853P)**, son of Late Nripesh Chandra Bagchi, residing at 210B/1G, Kalicharan Ghosh Road, P.O. Sinthee, P.S. Sinthee, Kolkata – 700 050, Dist. North 24-Parganas and (2) **SRI SUBRATA SARKAR (PAN – AIRPS6960L)**, son of Late Arun Chandra Sarkar, residing at 46/1/1, Jawpur Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700 074, Dist. North 24-Parganas, both by faith – Hindu, both by Nationality – Indian, both by Occupation – Business, empowering themselves to construct and complete the said building together with rights to sell, convey and transfer its allocated portions to any intending buyer or buyers at any consideration or under any terms and conditions as the Developer shall think fit and proper and also executed one Deed of Declaration dated 14.09.2023, duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Being No. 150610027 for the year 2023 regarding this appear of Dag No. in the Schedule mentioned property.

AND WHEREAS in terms of the said Development Agreement and Development Power of Attorney the Developer herein prepared one Building Plan with the help of one reputed Architect and submitted the same before the South Dum Dum Municipality for necessary approval and the Developer has obtained the Building Sanctioned Plan vide No. **52 dated 11.06.2018 & 27.09.2021** from the said concerned South Dum Dum Municipality and the

Developer started construction on the same which was completed in all respect and in habitable nature together with the facilities of water and electricity connection.

AND WHEREAS with a view to sell out one residential flat being No. **2D**, on the **Second Floor**, measuring carpet area **820.5** Sq.ft. more or less and super built up area of **1094** sq. ft. more or less together with the proportionate undivided interest or share on the land, alongwith all proportionate rights on all common areas and facilities of the building, mentioned in the Second Schedule hereinafter written, the Vendor and the Developer entered into an Agreement for Sale with the Purchasers herein at or for the total consideration of Rs./- (**Rupees**) only free from all sorts of encumbrances.

AND WHEREAS in terms of said Agreement for Sale the Purchasers **have** paid a sum of Rs./- (**Rupees**) only to the Developer towards the total consideration for the said flat and the Developer admitted and acknowledge the same and subsequently handed over the vacant and peaceful possession of the respective flat unto the favour of the Purchasers herein.

AND WHEREAS now the Vendor and the Developer hereby agreed to execute and register a proper Deed of Conveyance unto the favour of the Purchasers herein conveying the ownership right, title and interest over and above the aforesaid Flat being No. **2D**, on the **Second Floor**, measuring carpet area **820.5** Sq.ft. more or less and super built up area of **1094** sq. ft. more or less together with the proportionate undivided interest or share on the land, alongwith all proportionate rights on all common areas and facilities of the building, mentioned in the Second Schedule hereinafter written, free from all sorts of encumbrances at or for the total consideration of Rs. **31,50,000/- (Rupees Thirty One Lac Fifty Thousand)** only and for greater clearance of the same one **PLAN** is annexed herewith and bordered by **RED** colour which will be treated as the part of this Deed of Conveyance.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. In pursuance of the said Agreement and in consideration of the said sum of Rs. **31,50,000/- (Rupees Thirty One Lac Fifty Thousand)** only of the lawful money of the Union of India well and truly paid by the Purchasers to the Developer (receipt whereof the developer do hereby as also the Memo of Consideration written herein below admit and acknowledge and from the same and every part thereof hereby acquit, release and forever discharge the Purchasers and the property hereby sold and transferred the Vendor and the Developer do hereby sell, grant, transfer and the property hereby sold and transferred) the Vendor and the Developer do hereby sell, grant, transfer, convey, assign and assure unto the Purchasers **ALL THAT** the Flat being No. **2D**, on the **Second Floor**, measuring carpet area **820.5** Sq.ft. more or less and super built up area of **1094** sq. ft. be the same a little more or less (more fully and particularly described in the Second Schedule hereunder written) together with the undivided proportionate share of the land in the building (more fully and particularly described in the First Schedule hereunder written) and also the undivided share in the staircase roof, landing, entrance and passage of the building in common with the other owners / occupiers of different flats in the said building for the purpose of beneficial use and enjoyment of the said flat including the uninterrupted and free access to and from the main Municipal Road **AND** other common areas, portions

amenities and facilities morefully and particularly described in the Third Schedule hereunder written (hereinafter collectively referred to as the SAID FLAT OR HOWSOEVER OTHERWISE THE SAID FLAT now is or at any time or times hereto before was situated, butted bounded, called, known numbered described and distinguished TOGETHER WITH all fixtures, walls, sewers, drains, passages, water courses and all manner of former or other rights, 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, rights, title, interest, claims, use, inheritance, trust, property or demand whatsoever of the Vendor do at law or in equity into and 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 them and every of their respective rights manner and appurtenances whatsoever unto the Purchasers absolutely and forever free from all encumbrances, trusts, charges, liens, lispensens, attachments, acquisition and requisition by the Govt. or any Govt., Agency or other concern and all other liabilities whatsoever including however right to convey or transfer the said flat, TOGETHER WITH common right to use the staircase and all ways, path, passages, drainage, water course, pump, reservoir, common space, roof of the top floor, septic tank and common thing of the said building including the undivided variable impartible proportionate share or interest in the said land directly underneath the said building morefully mentioned and particularly described in the First Schedule hereunder written, if necessary at any time subject nevertheless to the easements or quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat as mentioned in the Fourth Schedule hereunder written and excepting and reserving unto the Vendor and the other owners and occupiers of other flats in the said building such easements or quasi-easements and rights and privileges as are mentioned in the Fifth Schedule hereunder written also subject to the Purchasers covenant to bear and pay **their** proportionate share of common expenses to the Association / Society / Company formed by the owners / occupiers of the flats of the said building for maintenance of the flats of the said building as mentioned in the Sixth Schedule hereunder written. The Third, Fourth, Fifth & Sixth Schedule hereunder written shall cover the interests, easements, quasi-easements, exceptions reservations and privileges of the flat owners / occupiers only and not of the shop owners of the said building.

2. THE VENDOR & THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS : -

- a) That the said land / flat (hereinafter referred to as First & Second Schedules) and every part thereof are not attached in any proceedings started by or at the instance of Estate duty, Income tax, Wealth Tax or Gift Tax Authorities and all rents, rates and taxes of concerned Authorities are duly paid and/or be paid accordingly or department of or under the provisions of the Public Demand Recovery Act or otherwise and that no Certificate has been filed in the Office of the Certificate Officer under the provisions of the execution of any Certificate at the instance of Income Tax and/or Wealth Tax and/or Estate Duty Authority.

- b) That notwithstanding any act deed matter or thing by the Vendor or by any of their ancestors or predecessors-in-title done executed or knowingly suffered or permitted or suffered the contrary, Vendor are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat and/or the premises together with the said 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 inheritance thereof without any manner or conditions, use, trust or other thing whatsoever alter defect encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the Vendor and the Developer have now good right full power and lawful and absolute Authority to sell, grant, convey, transfer, assign and assure the said flat hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be unto and to the use of the Purchasers absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.
- c) That notwithstanding any act, deed or thing whatsoever hereto before done committed or knowingly suffered by the Vendor and the developer to the contrary the Vendor have good right full power absolute authority and indefeasible title and/or otherwise well and sufficiently entitled to sell, grant, transfer, convey, assign and assure the said flat unto the Purchasers in the manner aforesaid.
- d) That it shall be lawful for the Purchasers at all times hereafter to peaceably and quietly enter into and upon and hold, occupy and enjoy the said flat and receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbances, suit, claim or demand whatsoever from or by the Vendor and the Developer or any person or persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said flat from under through or in trust for the Vendor and the Developer and free from and forever discharge or otherwise and by and at the cost of the Developer well and sufficiently made harmless and indemnified of from and against all charges, liens, lispences, attachments by the Vendor and the Developer or any person or persons lawfully or equitably claiming as aforesaid.
- e) That the Vendor and the 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 Vendor and the Developer and / or their predecessors in title or any of them shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of cause to be done made acknowledged and executed all such further and other acts, cause, 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 Purchasers as shall or may be reasonably required.
- f) The Purchasers shall be entitled to sale, transfer, mortgage, lease, rent, assign and / or deal with the said flat alongwith undivided proportionate share of the land and right of common spaces / parts / portions / amenities / conveniences hereby acquired as described in the First, Second and Third Schedule hereunder in such manner as the Purchasers shall think fit and proper subject to the terms and conditions herein without any consent or objection of any other co-owners or the

Vendor and the Developer who have acquired before or who may hereafter acquire any right, title or interest similar to those contained by the Purchasers.

- g) Such Apartment / Flat will constitute a single residential unit, transferable and heritable.
- h) Such apartment / Flat owners, present or future shall be entitled to as undivided interest in the common portion / parts / amenities / conveniences in the percentage expressed in the declaration and appurtenance to each Apartment / Flat as per West Bengal Apartment Ownership Act, 1972.
- i) The common portion / parts / amenities / conveniences, general or restricted shall remain undivided and that no owner shall bring any action for portion or division thereon forever.
- j) The percentage of the undivided interest in the land and in the General or restricted common portions / parts / amenities / conveniences shall not be altered at any point of time.
- k) The Vendor and the Developer hereby declare that the above mentioned building / flat has been constructed following all provisions / rules of West Bengal Apartment Ownership Act, 1972 subject to all subsequent amendments there to and rules made thereunder and sold, conveyed assured and assigned accordingly and be submitted the flats U/S. 10 of the said Act / Rules.

THE PURCHASERS HEREBY AGREES AND COVENANTS WITH THE VENDOR AND THE DEVELOPER AS FOLLOWS : -

- a) That the right of the Purchasers shall remain restricted to the said flat, undivided proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and common spaces / parts / portions / amenities / conveniences as described in the first, second and third schedule hereunder.
- b) The said flat shall always be used by the Purchasers only for the purpose of residence.
- c) The Purchasers and other owners / occupiers of the said building shall form Society, Association or Company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye-laws, rules and regulations of such Society or Association, pay proportionately the necessary taxes, revenue and maintenance charge of the said building and common parts / portions / amenities / conveniences thereof and shall observe and perform all rules and bye-laws of such Society, Association or Company.
- d) The cost of maintaining, replacing, repairing white washing painting and decorating the main structure in particularly the common portions of the roof, terrace and structure of the building, rain water pipes, water tanks, motor pumps, tube well, gas pipes and electrical wire, sewerages, drains, transformer and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the Purchasers and occupier thereof, shall be borne by the said Society, Association or Company.
- e) The Purchasers shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually to the said Society, Association or Company.

- f) In the event of any Capital expenditure for repairs, maintenance etc. for common purpose the Purchasers shall be liable to make payment of the proportionate share as shall be determined by the said Society, Association or Company.
- g) The Purchasers shall be liable to make payment of the Municipal rates, taxes and outgoings in respect of **their** flat in full.
- h) The Purchasers shall have the absolute right to mutate **their** names in the Local Municipal Office and B.L. & L.R.O. Office and pay the taxes of **their** respective portion to be separately assessed by the Authorities. So, long as such flat of the said building shall not be separately assessed for taxes the Purchasers shall pay to the Developer a proportionate share of the Municipal Taxes, Water Tax of any in respect of flat being No. **2D**, on the **Second Floor**, measuring carpet area **820.5** Sq.ft. more or less and super built up area of **1094** sq. ft. more or less of the building such apportionment shall be made by the Developer in consultation with the Purchasers on the basis of the area acquired by the Purchasers.
- i) The Developer shall appoint a caretaker to look after the building and its common amenities till the building is handed over to the Association Society or Company or flat owners of said Apartment. An amount is to be paid by a flat owners per month to the Developer until the Association, Society or Company is formed, in order to look after the building and its common amenities.
- j) To permit the Developer and their authorised agent with or without workmen at all reasonable time on notice (except in case of emergency) to enter into space of the Purchasers to check / view and examine the 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.
- k) Not to deposit, throw, accumulate any rubbish water, dirt, rage or other refuse in the staircase or any common parts of the building or premises or permit the same.
- l) Not to display any boardings, signboards or playcards on the terrace of the said unit or anywhere also in the said premises.
- m) To keep the internal portion of the said flat and every part thereof in good condition so as the support and protect other supporting parts of the building.
- n) Not to make any addition or alterations in structural work of the said flat except with the prior approval and sanction of the South Dum Dum Municipality or appropriate authority.
- o) Not to use stove or chulas in the stairs and other common portions and/or allow smoke to spread and go in common areas.
- p) Not to do any act, good or thing whereby the Vendor are prevented from selling, assigning or disposing off any other portion or portions of which the Vendor are the only absolute owners, in the said building.
- q) To use in common with other occupiers and owners of other flats of the building, the common areas and facilities as described in the Third Schedule hereinafter written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a plot of bastu land measuring an area of 5 (Five) Cottahs be the same a little more or less, together with a multi storied building standing thereon, lying and situated at Mouza – Digla, J.L. No. 18, R.S. No. 161, Touzi No. 173, comprised in R.S. Dag No. 2230 under R.S. Khatian No. 261, being Municipal Holding No. 415, Kabi Mukunda Das Road, Kolkata – 700 065, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 02, under Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, which is butted and bounded as follows : -

<u>ON THE NORTH BY</u>	:	Property of Bhakta Das Biswas.
<u>ON THE SOUTH BY</u>	:	Property of Mikhyal Pandey.
<u>ON THE EAST BY</u>	:	Property of Bhakta Das Biswas & Jiten Melin.
<u>ON THE WEST BY</u>	:	Kabi Mukunda Das Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT one self contained residential Flat being No. **2D**, on the **Second Floor**, at -----
----- side, measuring carpet area **820.5 (Eight Hundred Twenty Point Five) Sq.ft.** more or less and super built up area of **1094 (One Thousand Ninety Four) sq. ft.** more or less consisting of **Two** Bed Rooms, **One** Dining cum Drawing, **One** Kitchen, **Two** Toilets and **One** Balcony **with Tiles Flooring and Lift Facility** of the building situated at Holding No. 415, Kabi Mukunda Das Road, Kolkata – 700 065, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 02, under Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas duly constructed on the premises mentioned in the First Schedule hereinabove written **TOGETHER WITH** the undivided proportionate share of land as described in the First Schedule alongwith all easements, quasi-easements, common parts, portions, facilities and amenities referred to hereinafter and the plan of the said Flat is shown and delineated in sketch Map / Plan annexed herewith in RED border and the said plan along with thump impression sheet will be treated as a part of this Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. Vacant portion of the premises and main entrance of the building together with boundary wall.
2. Common plumbing, sanitary and electrical lines together with motors and pumps.
3. Common electrical wiring meter, meter space and others.
4. Drainage and sewerages. .
5. Septic tank and overhead water reservoir.
6. Staircases and lobbies.
7. Final roof of the building.
8. Other common facilities.
9. 24 hours water supply.
10. 24 hours CCTV surveillance
11. Round the clock security.
12. Infrastructure for DTC/Cable TV.

13. Intercom.
14. Residents Lift.

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

1. The Purchasers 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 reputed or known as part and parcel or member thereof or appertaining thereto which are hereafter more fully specified EXCEPTING AND RESERVING unto the Vendor and Other Co-owners and occupiers of other flats of the building the rights, easements, quasi-easements, privileges and appurtenances hereinafter more particularly set forth in the fifth schedule hereto.
2. The right of access in common with the Vendor and other owners or occupiers of the flats 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 common parts of the building.
3. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers 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 Vendor and other co-owners or occupiers of other flats of the said building properly entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
4. The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said 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.
5. The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes 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 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 purpose whatsoever.
6. The right with or without workmen and necessary materials for the Purchasers 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 and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting 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 notice in writing

of **their** intention so to enter to the Vendor and other co-owners or occupiers of flats of the building properly entitled to the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO

[EXCEPTING AND RESERVATIONS]

1. The undermentioned rights, easements, quasi-easements privileges and appurtenances shall be excepted and be reserved unto the Vendor and/or other owners and occupiers of other flats of the said building entitled to the same and/or deriving rights, title under them, other than the Purchasers in respect of the said premises.
2. The right of way in common with the Purchasers, the Vendor and other co-owners of occupiers of other flats of the said building entitled as aforesaid for the enjoyment and use of common parts of passage of the said building including its 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.
3. The right of passage in common as aforesaid of electricity, gas water and soil from and to any part (other than the said floor and the properties appurtenant thereto) or other parts of the said building through pipes, drains, wires, conduits lying or being in under through or over the said premises and the properties appurtenant thereto as far as may be reasonably necessary for the beneficial use of occupation of the other portion or portions of the said building for all lawful purpose whatsoever.
4. 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 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]

The Association/Society/Company formed by the owners / occupiers of the flats of the building shall manage, maintain and control the following expenses.

1. The expenses of maintaining, repairing, replacing, re-decorating etc. of the main structure and in particular the gutters and rain water pipes of the building water pipes, sewers line and electric wires in under or upon the building and enjoyed or used by the Purchasers in common with the Vendor and other occupiers of other flats and main entrance, passages, landings and stair cases, roof of the building as enjoyed by the Purchasers or used by **their** in common as aforesaid and the boundary walls of the building and compound etc.
2. The costs of cleaning and lighting the passage, landing staircase and other parts of the building enjoyed or used by the Purchasers in common as aforesaid.
3. The costs of maintaining and decorating the exterior of the building.
4. The costs and expenses for running operations and maintaining water pump, electric motors etc.
5. The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.
6. The cost of working and maintenance of other lights and services charges.
7. The proportionate rates, taxes and outgoings in respect of the said flat which is otherwise to be borne and paid by its owners.

8. Maintenance of regular water supply to the flats.

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

SIGNED, SEALED & DELIVERED

At Kolkata by the PARTIES
in presence of the following

WITNESSES : -

1.

2.

As Constituted Attorney of : -
SMT. MAYA RANI HALDER alias MAYA HALDER

SIGNATURE OF THE VENDOR

SIGNATURE OF THE DEVELOPER

Drafted by : -

Mr. Santosh Kumar Mondal,
Advocate.
High Court, Calcutta.

SIGNATURE OF THE PURCHASERS

