

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is executed on this the                      day of  
**TWO THOUSAND AND TWENTY-THREE (2023).**

**-BETWEEN-**

**(1) SRI BIMAL BHATTACHARJEE (PAN No. AJJPB6113F)(AADHAAR No. 4478 1029 4898)**son of BireshwarBhattacharjee, by faith –Hindu, by Nationality-Indian, by occupation –Retired Person, residing at 33E, U.K.Dutta Road, Post Office – Dumdum,Police Station - Dum Dum, Kolkata-700028,

**Cont....P-2**

**(2) SRI. DIPTIMAN DEY (PAN No. BAEPD6558B)(AADHAAR No. 4395 3412 3910)**son of Late DilipDey, by faith –Hindu, by Nationality-Indian, by occupation – Service, residing at 15, P.K Guha Lane, Post Office – Dumdum, Police Station - Dum Dum, Kolkata-700028,**(3)SRI. SUBASH CHANDRA CHAKRABORTY (PAN No. ABQPC0141F),(AADHAAR No. 2931 5887 7266)**son of Amulya Kumar Chakraborty, by faith-Hindu, by Nationality-Indian, by Occupation - Retired Person, residing at 33E, UK Dutta Road, Post Office – Dumdum, Police Station - Dum Dum, Kolkata -700028 and **(4)U.S. REALTORS (PAN No. AAGFU3981Q)** a partnership firm having its office at 44, P.K. Guha Lane, Post Office – Dumdum, Police Station - Dum Dum, Kolkata-700028 represented by its partners namely **(1) SRI UJJAL DATTA (PAN No. AGUPD7242D)(AADHAAR No. 6929 4863 3826)**son of Late Santipada Dutta, by faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at 57, P.K. Guha Lane, Post Office – Dumdum, Police Station - Dum Dum, Kolkata- 700028 and **(2) SRI SUBHASIS DAS (PAN No. AFBPB8066R)(AADHAAR No. 7471 9677 4109)**, son of Late HirendraNath Das, by faith-Hindu, by Nationality- Indian, by Occupation- Business, residing at 44, P.K. Guha Lane, Post Office – Dumdum, Police Station - Dum Dum, Kolkata- 700028 District 24 Parganas (North), West Bengal, hereinafter jointly called and referred to as the “**OWNERS**” (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **FIRST PART.**

The OWNERS are represented by their **Constituted Attorney** namely **U.S. REALTORS (PAN No. AAGFU3981Q)** a partnership firm having its office at 44, P.K. Guha Lane, Post Office – Dumdum, Police Station - Dum Dum, Kolkata-700028 represented by its partners namely **(1) SRI UJJAL DATTA (PAN No. AGUPD7242D)(AADHAAR No. 6929 4863 3826)**son of Late Santipada Dutta, by faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at 57, P.K. Guha Lane, Post Office – Dumdum, Police Station - Dum Dum, Kolkata- 700028 and **(2) SRI SUBHASIS DAS (PAN No. AFBPB8066R)(AADHAAR No. 7471 9677 4109)**, son of Late

HirendraNathDas, by faith-Hindu, by Nationality- Indian, by Occupation- Business, residing at 44, P.K. Guha Lane, Post Office – Dumdum, Police Station - Dum Dum, Kolkata- 700028 District 24 Parganas (North), West Bengal, by virtue of several registered Development Power of Attorney (After registered Development Agreement) which are as follows:

1. Development Power of Attorney after Registered Development Agreement dated 17<sup>th</sup> August, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Page from 295454 to 295476, being No. 150607012 for the year 2021.
2. Development Power of Attorney after Registered Development Agreement dated 28<sup>th</sup> September, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Page from 386247 to 386269, being No. 150609208 for the year 2021.
3. Development Power of Attorney after Registered Development Agreement dated 28<sup>th</sup> September, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Page from 386143 to 386165, being No. 150609207 for the year 2021.
4. Development Power of Attorney after Registered Development Agreement dated 17<sup>th</sup> August, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Page from 295408 to 295430, being No. 150607011 for the year 2021.

**AND**

**U.S. REALTORS (PAN No. AAGFU3981Q)** a partnership firm having its office at 44, P.K. Guha Lane, Post Office – Dumdum, Police Station - Dum Dum, Kolkata - 700028 represented by its partners namely **(1) SRI UJJAL DATTA (PAN No. AGUPD7242D)(AADHAAR No. 6929 4863 3826)** son of Late Santipada Dutta, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 57, P.K. Guha Lane, Post Office –

Dumdum, Police Station - Dum Dum, Kolkata- 700028 and **(2) SRI SUBHASIS DAS (PAN No. AFBPB8066R)(AADHAAR No. 7471 9677 4109)**, son of Late HirendraNath Das, by faith-Hindu, by Nationality- Indian, by Occupation- Business, residing at 44, P.K. Guha Lane, Post Office - Dumdum, Police Station - Dum Dum, Kolkata - 700028 District 24 Parganas (North), West Bengal,, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**.

**AND**

\_\_\_\_\_, [PAN No. \_\_\_\_\_], [AADHAAR No. \_\_\_\_\_] son of \_\_\_\_\_, by faith - \_\_\_\_\_, by Occupation - \_\_\_\_\_, residing at \_\_\_\_\_, Post Office - \_\_\_\_\_, Police Station - \_\_\_\_\_, Kolkata - \_\_\_\_\_, District - \_\_\_\_\_, hereinafter called the "**PURCHASER**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS :-**

1. One NarottamMallick was the owner of 1.38 decimals in Khatian No. 276 and 25 decimals in Khatian No. 712 at Mouza - Digla, P.S. Dum Dum, with other land.
2. By a registered Deed of Conveyance dated 14.05.1926, registered at the office of District Registrar at Alipore, recorded in Book No. 1, Volume No. 47, Pages 72 to 78, being No. 2186 for the year 1926, said NarottamMallick sold the said property at Mouza - Digla, P.S. Dum Dum, Khatian No. 712, 276 to one Jagabandhu Dutta.

3. The name of the said Jagabandhu Dutta is duly recorded in Settlement record in respect of 1 Acre 38 Decimals of land in Dag No. 398, Khatian No. 276 and 25 decimals of land in Dag No. 397, Khatian No. 712 at Mouza –Digla.
4. Jagabandhu Dutta died intestate on 19.11.1930 leaving behind him Smt. Laxmi Mani Dutta, Smt. KhirodaSundari Dutta, Raj Kumar Dutta Banik, Chandra Kumar Dutta Banik, Sitanath Dutta Banik, Ananta Kumar Dutta Banik and Smt. Jagat Lakshmi Dutta Banik to inherit the property left by him.
5. Raj Kumar Dutta Banik, Chandra Kumar Dutta Banik, Sitanath Dutta Banik, Ananta Kumar Dutta Banik instituted a Partition Suit in Calcutta High Court, being Partition Suit No. 595 of 1932 against Laxmi Mani Dutta, Smt. KhirodaSundari Dutta, Jagat Lakshmi Dutta Banik for the partition of the said property.
6. During the pendency of the said suit, Chandra Kumar Dutta Banik alias Chandra Kanta Dutta Banik died 04.06.1932 leaving behind him his wife Kalitara Dutta Banik and his two minor sons Narayan Dutta Banik and Keshab Dutta Banik to inherit the property left by him.
7. In the final decree of the partition suit, Raj Kumar Dutta Banik, Sitanath Dutta Banik, Ananta Kumar Dutta Banik, Kalitara Dutta Banik, Narayan Chandra Dutta Banik, Keshab Chandra Dutta Banik and Jagat Lakshmi Dutta Banik became the joint owners of No. 2, Digla Road, later on No. 5, Digla Road, later known as 9, Nawpara Road and Jagat Lakshmi Dutta Banik had only life interest in the said property.
8. Sitanath Dutta Banik died intestate in year 1939 leaving behind him his wife Bhagabati Dutta Banik to inherit the property left by him.

9. Keshab Chandra Dutta Banik died intestate in year 1939 as unmarried leaving behind him his mother Kalitara Dutta Banik & his brother Narayan Dutta Banik to inherit the property left by him.
10. By a registered Deed of Conveyance dated 01.04.1944, registered at the office of Registrar of Assurances, Calcutta, recorded in Book No.1, Volume No. 39, Pages 1 to 12, being No. 1038 for the year 1944, said Kalitara Dutta Banik and Narayan Dutta Banik sold, transferred their undivided 1/3<sup>rd</sup> share of the said property to Raj Kumar Dutta Banik and others.

**PART - A**

11. By a registered Deed of Conveyance dated 20.05.1944, registered at the office of Registrar of Assurances Calcutta, recorded in Book No. 1, Volume No. 52, Pages 51 to 60, Being No. 1565 for the year 1944, said Raj Kumar Dutta Banik and others sold, transferred and conveyed land measuring an area of 2 Cottahs more or less with other land at Mouza – Digla, P.S. Dum Dum, Dag No. 398, Khatian No. 276 to Smt. Santi Dey.
12. By a registered Deed of Conveyance dated 01.02.2001, registered at the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No.1, Volume No. 66, Pages 109 to 118, Being No. 2727 for the year 2001, said Smt. Santi Dey sold, transferred and conveyed land measuring an area of 2 Cottahs more or less at Mouza – Digla, P.S. Dum Dum, Dag No. 398, Khatian No. 276 in favour of Sri BimalBhattacharjee.
13. Sri BimalBhattacharjee, the Owner No. 1 herein, became the sole and absolute owner of **ALL THAT** piece and parcel of Bastu land measuring 2 Cottahs more or less together with R.T. shed structure measuring 100 sq.ft at Mouza - Digla, P.S. Dum Dum, R.S. & L.R. Dag No. 398, R.S. Khatian No. 276, L.R. Khatian No. 758, J.L. No.18 , R.S.

No. 161, TouziNo. 173, within the local limits of Dum Dum Municipality being Municipal Holding No. 189/15, P.K. Guha Road, Kolkata-700028, Ward No.10, under additional District Sub Registry Office at Cossipore Dum Dum, in the District 24 Parganas (North) and is desirous to develop his property and to construct a multistoried building on the his property.

14. Thereafter, Sri. BimalBhattacharjee, the Owner No. 1 herein and the Developer herein entered into a **Development Agreement** dated 17<sup>th</sup> August, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Page from 295068 to 295103, being No. 150606972 for the year 2021 for the purpose of construction of multi-storied building on **ALL THAT** piece and parcel of Bastu land measuring 2 Cottahs more or less together with R.T. shed structure measuring 100 sq.ft at Mouza - Digla, P.S. Dum Dum, R.S. & L.R. Dag No. 398, R.S. Khatian No. 276, L.R. Khatian No. 758, J.L. No.18 , R.S. No. 161, Touzi No. 173, within the local limits of Dum Dum Municipality being Municipal Holding No. 189/15, P.K. Guha Road, Kolkata-700028, Ward No.10, under additional District Sub Registry Office at Cossipore Dum Dum, in the District 24 Parganas (North).
15. By a Development Power of Attorney after Registered Development Agreement dated 17<sup>th</sup> August, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Page from 295454 to 295476, being No. 150607012 for the year 2021 was executed by the Owner No. 1 in favour of the Developer herein in respect of Bastu land measuring 2 Cottahs more or less together with R.T. shed structure measuring 100 sq.ft at Mouza - Digla, P.S. Dum Dum, R.S. & L.R. Dag No. 398, R.S. Khatian No. 276, L.R. Khatian No. 758, Municipal Holding No. 189/15, P.K. Guha Road, Kolkata-700028.

16. Thereafter the Owner No. 1 and the Developer herein entered into a Supplementary Development Agreement dated 22<sup>nd</sup> June, 2023, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2023, Page from 191007 to 191018, being No. 150606567 for the year 2023.

**PART - B**

17. By a registered Deed of Conveyance dated 20.05.1944, registered at the office of Registrar of Assurances Calcutta, recorded in Book No.1, Volume No. 52, Pages 51 to 60, Being No.1565 for the year 1944, said Raj Kumar Dutta Banik, Ananta Kumar Dutta Banik, Bhagabati Dutta Banik and JagatLasksmi Dutta Banik sold, transferred and conveyed land measuring an area of 3 Cottahs 14 chittack 6 sq. ft. more or less with other land at Mouza – Digla, P.S. Dum Dum, Dag No. 398, Khatian No. 276 to Smt. Santi Dey.
18. By a registered Deed of Conveyance dated 31.03.2003, registered at the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No. I, Being No. 3412 for the year 2003, said Smt. Santi Dey sold, conveyed and transferred land measuring 1 Cottahs 14 Chittacks 6 Sq.ft. more or less at Mouza – Digla, P.S. Dum Dum , Dag No. 398, Khatian No. 276 in favour of Smt. KalpanaKar.
19. By a registered Deed of Gift dated 01.07.2015, registered at the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No. 1, Volume No. 1506-2015, Pages 56921 to 56944, Being No. 6057 for the year 2015, said Smt. KalpanaKar made gift and transferred the said land measuring 1 Cottahs 14 Chittacks 6 Sq.ft. more or less at Mouza – Digla, P.S. Dum Dum, Dag No. 398, Khatian No. 276 to Sri DilipDey.



20. Sri DilipDey while seized and possessed of the said land DilipDey died on 30.04.2021 leaving behind his only son Sri DiptimanDey to inherit the property left by him and his wife Smt. MadhuriDey predeceased him died on 11.11.2019.
21. Sri. DiptimanDey, the Owner No. 2 herein, became the sole and absolute owner of **ALL THAT** piece and parcel of Bastu land measuring 1 Cottahs 14 Chittacks 6 Sq.ft. more or less together with R.T. shed structure measuring 100 sq.ft at Mouza - Digla, P.S. Dum Dum, R.S. Dag No. 398, R.S. Khatian No. 276, J.L. No.18 , R.S. No. 161, Touzi No. 173, Plot No. 17, within the local limits of Dum Dum Municipality being Municipal Holding No. 189/17, P.K. Guha Road, Kolkata-700028, Ward No.10, under additional District Sub Registry Office at Cossipore Dum Dum, in the District 24 Parganas (North) and desirous to develop the property and to construct a multistoried building on the said property.
22. Thereafter, Sri. DiptimanDey, the Owner No. 2 herein and the Developer herein entered into a **Development Agreement** dated 28<sup>th</sup> September, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Page from 385121 to 385155, being No. 150609186 for the year 2021 for the purpose of construction of multi-storied building on the land measuring 1 Cottahs 14 Chittacks 6 Sq.ft. more or less comprised in R.S. Dag No. 398 under R.S. Khatian No. 276, lying and situated at Mouza - Digla, P.S. Dum Dum, District – North 24 Parganas, West Bengal.
23. By a Development Power of Attorney after Registered Development Agreement dated 28<sup>th</sup> September, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Page from 386247 to 386269,

being No. 150609208 for the year 2021, was executed by the Owner No. 2 in favour of the Developer herein in respect of the abovementioned land.

24. Thereafter, the Owner No. 2 and the Developer herein entered into a Supplementary Development Agreement dated 22<sup>nd</sup> June, 2023, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2023, Page from 190942 to 190953, being No. 150606564 for the year 2023.

### **PART - C**

25. By a registered Deed of Conveyance, dated 07.05.2001, registered on 17.07.2002 registered at the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No.1, Volume No. 121, Pages from 159-166, Being No. 5058 for the year 2002, said Smt. Santi Dey sold conveyed and transferred land area 2 Cottahs more or less at Mouza – Digla, P.S. Dum Dum, Dag No. 398, Khatian No. 276 in favour of Sri Gour Bose.
26. By a registered Deed of Conveyance, executed -16.12.2002, registered on 17.07.2002 registered at the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No.1, Volume No. 81, Pages from 23 to 32, Being No. 8168, for the year 2003, said Sri Gour Bose sold and transferred the land measuring 2 Cottahs more or less at Mouza – Digla, P.S. Dum Dum , Dag No. 398, Khatian No. 276 to Smt. Kaberi Roy Chowdhury.
27. Smt. Kaberi Roy Chowdhury by a registered Deed of Conveyance, dated-13.07.2015 registered at the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No.1, Volume No. 1506-2015, Pages from 69992 to 70019, Being No. 6392, for the year 2015, sold and

transferred the said land measuring 2 Cottahs more or less to Sri DilipDey.

28. Sri DilipDey while seized and possessed the said land he died on 30.04.2021, leaving behind his only son Sri DiptimanDey to inherit the property left by him and his wife Smt. MadhuriDey predeceased him died on 11.11.2019.
29. Sri DiptimanDey, the Owner No. 2 herein, is the sole and absolute owner of **ALL THAT** piece and parcel of Bastu land measuring 2 Cottahs more or less together with R.T. shed structure measuring 100 sq.ft at Mouza - Digla, P.S. Dum Dum, R.S. Dag No. 398, R.S. Khatian No. 276, J.L. No. 18 , R.S. No. 161, Touzi No.173, Plot No.16, within the local limits of Dum Dum Municipality, being Municipal Holding No. 189/16, P.K. Guha Road, Kolkata-700 028, Ward No.10, under additional District Sub Registry Office at Cossipore Dum Dum, in the District 24 Parganas (North) and desirous to develop his property and to construct a multistoried building on the abovementioned property.
30. Thereafter, Sri. DiptimanDey, the Owner No. 2 herein and the Developer herein entered into a **Development Agreement** dated 28<sup>th</sup> September, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Page from 385054 to 385088, being No. 150609184 for the year 2021 for the purpose of construction of multi-storied building on the land measuring 2 Cottahs more or less comprised in R.S. Dag No. 398 under R.S. Khatian No. 276, lying and situated at Mouza - Digla, P.S. Dum Dum, District – North 24 Parganas, West Bengal.
31. By a Development Power of Attorney after Registered Development Agreement dated 28<sup>th</sup> September, 2021, registered in the office of

Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Page from 386143 to 386165, being No. 150609207 for the year 2021, was executed by the Owner No. 2 in favour of the Developer herein in respect of the abovementioned land.

32. Thereafter the Owner No. 2 and the Developer herein entered into a Supplementary Development Agreement dated 22<sup>nd</sup> June, 2023, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2023, Page from 190983 to 190994, being No. 150606565 for the year 2023.

**PART - D**

33. By a registered Deed of Conveyance dated 20.05.1944, registered at the office of Registrar of Assurances Calcutta, recorded in Book No.1, Volume No. 52, Pages 51 to 60, Being No. 1565 for the year 1944, said Raj Kumar Dutta Banik and others sold, transferred and conveyed land measuring an area of 2 Cottahs more or less with other land at Mouza – Digla, P.S. Dum Dum, Dag No. 398, Khatian No. 276 to Smt. Santi Dey.
34. By a registered Deed of Conveyance executed on 01.02.2021 and registered on 01.02.2001, registered at the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No.1, Volume No. 66, Pages 109 to 118, Being No. 2699 for the year 2001, said Smt. Santi Dey sold, transferred and conveyed land measuring an area of 2 Cottahs more or less at Mouza – Digla, P.S. Dum Dum, Dag No. 398, Khatian No. 276 in favour of Sri Subhash Chandra Chakraborty.
35. Sri Subhash Chandra Chakraborty, the Owner No. 3 herein, became the sole and absolute owner of **ALL THAT** piece and parcel of Bastu land measuring 2 Cottahs more or less together with R.T. shed

structure measuring 100 sq. ft at Mouza - Digla, P.S. Dum Dum, R.S. & L.R. Dag No. 398, R.S. Khatian No. 276, L.R. Khatian No. 758, J.L. No.18, R.S. No. 161, Touzi No.173, within the local limits of Dum Dum Municipality being Municipal Holding No. 189/14, P.K. Guha Road, Kolkata-700028, Ward No.10, under additional District Sub Registry Office at Cossipore Dum Dum, in the District 24 Parganas (North) and is desirous to develop his property and to construct a multistoried building on the his property.

36. Thereafter, Sri Subhash Chandra Chakraborty, the Owner No. 3 herein and the Developer herein entered into a **Development Agreement** dated 17<sup>th</sup> August, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Page from 295032 to 295067, being No. 150606971 for the year 2021 for the purpose of construction of multi-storied building on the land measuring 2 Cottahs more or less comprised in Dag No. 398 under Khatian No. 276 lying and situated at Mouza – Digla, P.S. Dum Dum, District – North 24 Parganas, West Bengal.
37. By a Development Power of Attorney after Registered Development Agreement dated 17<sup>th</sup> August, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Page from 295408 to 295430, being No. 150607011 for the year 2021 was executed by the Owner No. 1 in favour of the Developer herein in respect of the abovementioned land.
38. Thereafter, the Owner No. 3 and the Developer herein entered into a Supplementary Development Agreement dated 22<sup>nd</sup> June, 2023, registered in the office of Additional District Sub-Registrar, Cossipore,

Dumdum and recorded in Book No. I, Volume No. 1506-2023, Page from 190995 to 191006, being No. 150606566 for the year 2023.

**PART - E**

39. By a registered Deed of Conveyance, dated 20.05.1944 registered at the office of Registrar of Assurances Calcutta, recorded in Book No. 1, Volume No. 52, Pages 51 to 60, Being No. 1565, for the year 1944, said Raj Kumar Dutta Banik and others sold, transferred and conveyed land measuring an area of 2 Cottahs more or less with other land at Mouza-Digla, P.S. Dum Dum, Dag No. 398, Khatian No. 276 to Smt. Santi Dey.
40. By a registered Deed of Conveyance, executed on 01.02.2001 registered on 13.06.2001 registered at the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No.1, Volume No.86 pages 327 to 334 Being No.3567, for the year 2001, said Santi Dey sold, transferred and conveyed land measuring 2 Cottahs more or less together with Kancha structure at Mouza-Digla, P.S. Dum Dum, Dag No. 398, Khatian No. 276, at Holding No. 189, P.K. Guha Road to Sri Bijan Kumar Naskar and Sri Keshab Mishra.
41. Sri Bijan Kumar Naskar, Sri Keshab Mishra after such purchase mutated their names in the records of South Dum Dum Municipality being Municipal Holding No. 189/13, P.K. Guha Road, Ward No. 10.
42. Keshab Mishra died intestate on 05.09.2001 leaving behind him his wife Smt. Soma Mishra and two daughters namely Sulagna Mishra and Smt. Sukannya Mishra to inherit the property left by him.
43. Sri Bijan Kumar Naskar, Smt. Soma Mishra, Sulagna Mishra and Smt. Sukannya Mishra is seized and possessed of and sufficiently

entitled to **ALL THAT** piece and parcel of Bastu land measuring 2 Cottahs more or less together with R.T. shed structure measuring 100 sq.ft. at Mouza-Digla, P.S. Dum Dum, R.S. & L.R. Dag No.398, R.S. Khatian No. 276, L.R. Khatian No.758, J.L. No. 18, R.S. No.161, Touzi No. 173, within the local limits of Dum Dum Municipality being Municipal Holding No. 189/13, P.K. Guha Road, Kolkata-700028, Ward No. 10, under additional District Sub Registry office at Cossipore Dum Dum, in the District 24 Parganas (North).

44. By a Deed of Conveyance dated 16<sup>th</sup> August, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Page from 295503 to 295540, being No. 150607012 for the year 2021, Sri Bijan Kumar Naskar, Smt. Soma Mishra, Sulagna Mishra and Smt. Sukannya Mishra sold and transferred **ALL THAT** piece and parcel of Bastu land measuring 2 Cottahs more or less together with R.T. shed structure measuring 100 sq.ft. at Mouza-Digla, P.S. Dum Dum, R.S. & L.R. Dag No.398, R.S. Khatian No. 276, L.R. Khatian No.758, J.L. No. 18, R.S. No.161, Touzi No. 173, within the local limits of Dum Dum Municipality being Municipal Holding No. 189/13, P.K. Guha Road, Kolkata-700028, Ward No. 10, under additional District Sub Registry office at Cossipore Dum Dum, in the District 24 Parganas (North) to U S Realtors.
45. Hence, U.S. REALTORS became the absolute and lawful owner of **ALL THAT** piece and parcel of Bastu land measuring 2 Cottahs more or less together with R.T. shed structure measuring 100 sq.ft. at Mouza-Digla, P.S. Dum Dum, R.S. & L.R. Dag No.398, R.S. Khatian No. 276, L.R. Khatian No.758, J.L. No. 18, R.S. No.161, Touzi No. 173, within the local limits of Dum Dum Municipality being Municipal Holding No. 189/13, P.K. Guha Road, Kolkata-700028, Ward No. 10, under additional District Sub Registry office at Cossipore Dum Dum, in the District 24 Parganas (North).The owner No. 5 herein is desirous to

develop the said property and to construct a multi storied building with lift facility after demolishing of existing structure on the said property but could not do it themselves and the developer herein knowing the intention of the owner and approached the said owner to authorize them to develop the said property and accordingly the Owners No. 5 and the Developer herein have entered into a registered Development Agreement dated 21<sup>st</sup> day of February, 2022, registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506-2022, Pages from 153553 to 153580, being No. 150602574 for the year 2022, for the purpose of construction of multi-storied building on the said premises and according to other terms and conditions as contained therein.

46. For the purpose of development, in respect of the aforesaid five holding numbers, the Owners herein amalgamated their respective holding numbers into a single holding number and after amalgamation the area of land is 9 Cottah 14 Chittack 6 Sq. Ft. and thereafter they also mutated their names in the assessment records of the Dum Dum Municipality in respect of the abovementioned property as absolute lawful owners and the abovementioned property is assessed and re-numbered as Holding No. 189/13, P.K. Guha Road, P.S. Dum Dum, Kolkata - 700028, under Ward No. 10 and are paying taxes and other outgoings to the competent authority regularly time to time.
47. The Owners herein are the joint and absolute owners of **ALL THAT** piece and parcel of Bastu land measuring 9 cottah 14 chittack 6 sq. ft. more or less together with \_\_\_\_\_ shed structure measuring an area of \_\_\_\_\_ sq. ft. standing thereon comprised in R.S./L.R. Dag No. 398 under R.S. Khatian No. 276 corresponding to L.R. Khatian No. 758, lying and situates at Mouza – Digla, J.L. No. 18, R.S.No. 161, Touzi No. 173, within the local limits of Dum Dum Municipality being Municipal Holding No. 189/13, P.K. Guha Road, Kolkata-700028,



Ward No. 10, under Additional District Sub Registry Office at Cossipore Dum Dum, in the District 24 Parganas North, hereinafter referred to as the “**said Premises**” and more fully described in the **First Schedule** hereunder written.

47. The Owners and the Developer pursuant to the Agreement for Development duly commenced the construction of multi-storied buildings comprising of flats/ Units and Apartments in accordance with the sanctioned Plan No. **PWD/PLAN-G+IV/183/2021-22, dated 31.12.2021** approved by the **Dum Dum Municipality** consisting of several self-contained finished flats/apartments and car parking spaces in respect of the project known as \_\_\_\_\_”.
48. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at **KOLKATA** on \_\_\_\_\_ under registration no. \_\_\_\_\_.
49. While in the course of construction the Developer invited offers for purchase of self-contained flats/apartments along with one covered car parking space and the Purchasers herein offered to purchase **ALL THAT** piece and parcel of the **APARTMENT NO.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor** of the building being **Block** \_\_\_\_\_, containing by estimation an area of \_\_\_\_\_ (\_\_\_\_\_) **Square Feet** more or less (**Carpet Area**), excluding balcony area of \_\_\_\_\_ (\_\_\_\_\_) **Square Feet** more or less, appertaining to \_\_\_\_\_ (\_\_\_\_\_) **Square Feet** more or less (**Super Built Up Area**), flooring tiles, consisting of \_\_\_\_\_ (\_\_\_\_\_) **Bed Rooms**, \_\_\_\_\_ (\_\_\_\_\_) **Living/Dining Room**, \_\_\_\_\_ (\_\_\_\_\_) **Kitchen**, \_\_\_\_\_ (\_\_\_\_\_) **Toilets**, \_\_\_\_\_ (\_\_\_\_\_) **Balconies**, along with One **Covered Car Parking space** being **Car Parking No.** \_\_\_\_\_, situate at the \_\_\_\_\_ of the building, containing by estimation an area of \_\_\_\_\_ (\_\_\_\_\_) **Square Feet (Super Built**

**Up Area)**more or less, flooring tiles, at the Project known as “\_\_\_\_\_”, hereinafter referred to as the said “**FLAT AND/OR UNIT**” more particularly described in the **Second Schedule** hereunder written, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building at and the consideration of the said Flat **Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only** along with Covered Car parking space consideration of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)only**. The total consideration of the said Flat along with the Covered Car parking space sum of **Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only**.

50. The said Flat along with the Covered Car Parking Space and/or Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-**

In total consideration of the sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)only**paid by the Purchasers herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Flat and/or Unitpurchase **ALL THAT** the piece and parcel of **APARTMENT NO. \_\_\_\_\_**, on the \_\_\_\_\_**Floor** of the building being **Block \_\_\_\_\_**, containing by estimation an area of \_\_\_\_\_(**\_\_\_\_\_**) **Square Feet** more or less

(**Carpet Area**), excluding balcony area of \_\_\_\_\_ (\_\_\_\_\_) **Square Feet** more or less, appertaining to \_\_\_\_\_ (\_\_\_\_\_) **Square Feet** more or less (**Super Built Up Area**), flooring tiles, consisting of (\_\_\_\_) **Bed Rooms**, \_\_\_\_\_ (\_\_\_\_) **Living/Dining Room**, \_\_\_\_\_ (\_\_\_\_) **Kitchen**, \_\_\_\_\_ (\_\_\_\_) **Toilets**, \_\_\_\_\_ (\_\_\_\_) **Balconies**, along with One **Covered Car Parking space** being **Car Parking No.** \_\_\_\_\_, situate at the Basement of the building, containing by estimation an area of \_\_\_\_\_ (\_\_\_\_\_) **Square Feet (Super Built Up Area)** more or less, flooring tiles, at the Project known as “\_\_\_\_\_”, constructed on the premises stated in the First Schedule hereunder written **TOGETHERWITH** undivided, impartible proportionate share of land underneath the said Block **TOGETHER WITH** all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And **ALL** the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owners and/or Developer assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate

interest in land) and in common space areas and facilities in the building as described in **Part-I** and **Part-II** for the use occupation and enjoyment of the said flat as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat and/or Unit are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

**THE OWNERS and/or DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-**

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
2. The Purchasers shall hold the said Flat and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein

contained to anyone without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.

4. The Purchasers undivided proportionate interest in land is impartible in perpetuity.
5. The Owners and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

**THE PURCHASERS COVENANT/S WITH THE OWNERS AND/OR DEVELOPER AS FOLLOWS:-**

1. The Purchasers admits and accepts that the **OWNERS AND/OR DEVELOPER** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
2. The Purchasers have understood the concept, layout and scheme of “\_\_\_\_\_” to comprise of several Blocks and that all facilities

and amenities in all Blocks along with other phases “\_\_\_\_\_” which have been constructed or shall be constructed both shall jointly enjoyed the common amenities in the complex and any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said First Schedule land to the Complex and any other adjacent Complex developed by the Developer shall be permitted in perpetuity.

3. The Purchasers consents to be a member of the Association of Flat Owners to be formed by the Owners of **FLAT AND/OR UNIT** in the Complex within the entire project of “\_\_\_\_\_”, for which Purchasers agrees and covenants:

- i) To Co-Operate with the other Co-Purchaser/s and the **OWNERS AND/OR DEVELOPER** /and /or the Association of Flat Owners in the Management and Maintenance of The Block/Complex/Project.
- ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR DEVELOPER** and /or the Association of Flat Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
- iii) **TO ALLOW** the **OWNERS AND/OR DEVELOPER** and /or the Association of Flat Owners with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.
- iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS AND/OR DEVELOPER** and upon the formation of

the association of Flat Owners. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.

- v) **TO DEPOSIT** the amounts reasonably required with the **OWNERS AND/OR DEVELOPER** and upon the formation with the association of Flat Owners as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi) **TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.
- viii) **NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **FLAT AND/OR UNIT**.
- ix) **NOT TO** throws dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- x) **NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi) **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.

- xii) NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.
- xiii) NOT TO** do or cause anything to be done in or around the said **FLAT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv) NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv) NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the **OWNERS AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.
- xvi) NOT TO** installs grill the design of which have not been suggested or approved by the Architect of the Developer.
- xvii) NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.



- xviii) NOT TO** raise any objection whatsoever to the **OWNERS'/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR DEVELOPER** subject to approval by the concerned authority.
- xix) NOT TO** make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNERS AND/OR DEVELOPER** and/or any concerned authority.
- xx) NOT TO** use the said **FLAT AND/OR UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose.
- xxi) NOT TO** raise any objection as and when the Owners and/or Developer erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.
- xxii) NOT TO** raise any objection in the event the Developer herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Developer and all units and Purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional

land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit Purchasers of units in the scheduled land and the unit Purchasers in the added / additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the First Schedule land and shall be adhered to by the Purchasers herein along with the other co-owners.

- xxiii) NOT TO** use the allocated car space or permit the same to be used for any other **purpose** whatsoever other than parking of its own car.
- xxiv) NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **OWNERS AND/OR DEVELOPER**.
- xxv) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.
- xxvi) NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.
- xxvii) NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.
- xxviii) NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside

the main door to the **FLAT AND/OR UNIT**.

- xxix)** To pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.
- xxx)** The right of the Purchasers in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchasers herein) the shall be as follows:-
- (i) To park a Medium Sized Motor Car only.
  - (ii) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
  - (iii) not to keep in the car parking space, anything other than private motor car
  - (iv) Not raise or put up any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before.
  - (v) Not to use the said car parking space or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.
  - (vi) Not to claim any right whatsoever over and in respect of the Car parking spaces.
  - (vii) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
  - (viii) To allow the ingress and egress of the cars and vehicles of the other unit owners over the car parking space of the Purchasers herein.
  - (ix) To pay all rates, taxes assessments in respect of the Car Parking Space.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**DESCRIPTION OF THE SAID PREMISES**

**ALL THAT** piece and parcel of Bastu land measuring 9 cottah 14 chittack 6 sq. ft. more or less together with \_\_\_\_\_ shed structure measuring an area of \_\_\_\_\_ sq. ft. standing thereon comprised in R.S./L.R. Dag No. 398 under R.S. Khatian No. 276 corresponding to L.R. Khatian No. 758, lying and situates at Mouza – Digla, J.L. No. 18, R.S. No. 161, Touzi No. 173, within the local limits of Dum Dum Municipality being Municipal Holding No. 189/13, P.K. Guha Road, Kolkata - 700028, Ward No. 10, under Additional District Sub Registry Office at Cossipore Dum Dum, District – North 24 Parganas,, which is butted and bounded as follows:

ON THE NORTH : \_\_\_\_\_,  
 ON THE SOUTH : \_\_\_\_\_,  
 ON THE EAST : \_\_\_\_\_,  
 ON THE WEST : \_\_\_\_\_.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**  
**(THE SAID FLAT AND THE SAID CAR PARKING SPACE)**

**ALL THAT** piece and parcel of **APARTMENT NO.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor** of the building being **Block** \_\_\_\_\_, containing by estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Carpet Area**), excluding balcony area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less, appertaining to \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Super Built Up Area**), flooring tiles, consisting of ( \_\_\_\_\_ ) **Bed Rooms**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Living/Dining Room**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Kitchen**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Toilets**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Balconies**, along with One **Covered Car Parking space** being **Car Parking No.** \_\_\_\_\_, situate at the Basement of the building, containing by estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet (Super Built Up Area)** more or less, flooring tiles, at the Project known as “ \_\_\_\_\_ ”, constructed on the premises stated in the First

Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(COMMON AREAS, FACILITIES AND AMENITIES)**

**THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS (EXULDING THE ROOF OF THE BUILDING) AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:**

1. The open space means open area in front of the building and other sides of the building, covered space, electrical, plumbing, sanitary and other installations of common utility and other common parts.
2. Maintenance, gate, boundary walls, stair case, Lift & lift wall, roof, landings, lobbies, passages, stair case room, underground, overhead water tank, pipe lines, drainage, sewers, septic tank, rain water pipe, supply of water for 24 hours, fixtures, fittings, water pump, motor, pump room and lighting of common areas, common meter.
3. The right of passage in common as aforesaid gas, telephone, if there by any electricity, water from and to the said flat through pipes, drains, wires and conduits.
4. The entire land or space lying vacant within the said premises.
- 5. COMMON FACILITISES AND AMENITIES:**
  1. Shall include corridors, hall ways passage, ways, common stair case, lift, car parking space, common lands, pump room, overhead water tank, motor and other facilities which may be mutually agreed upon, between the parties and required for the establishment, location,

enjoyment, provisions, maintenance and/or management of the building and land there under.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(COMMON EXPENSES)**

The proportionate expenses which will be borne by the Purchaser and the Owners along with other occupiers or Owners of the flats of the said building:

1. The cost of maintaining, repairing, white washing, painting, re-building replacing, decorating, the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace, if any, landing and staircase of the building rain water pipes, motor pumps, tube-well gas pipes and electrical wires, sewerage, Lift and all other common parts of the fixtures, fittings and equipment in under or upon the said buildings enjoyed or used in common by the occupiers thereof.
2. The costs of acquisition and other legal proceeds the costs of cleaning and lighting the common entrances, passages, landings, stair-case, main walls and other parts of the building as enjoyed or used in common by the occupiers thereof. The salary of Managers, Clerks, Bill Collectors, Chowkidars, Plumbers, electricians, sweepers etc, as decided by the Association.
3. The cost of working, repairing, replacement and maintenance of lights, pumps, and other plumbing work including all other service charges for services rendered in common to all other occupiers.
4. Municipal and other taxes (both owner and occupiers) and other

outgoing etc.

5. Transformer Installation charges, if any, shall be borne by the flat owners proportionately.
6. **INSURANCE** of the building against earthquake, fires any damages by natural calamities etc.
7. **ALL** electricity charges payable in common for the said building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**  
**(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 number thereof or appertaining thereto with the other Co-Owners and occupiers of other flats of the building the rights, easements, quasi-easements, privileges thereto.
- 2) The right of access in common with other co-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 her servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other flats of the said building property 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.



**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by  
the **OWNERS, DEVELOPER, and**  
**PURCHASERS** at Kolkata in the  
presence of:

**WITNESS:**

1.

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**AS THE CONSTITUTED ATTORNEY  
HOLDER SIGNATURE OF THE OWNERS**

2.

---

**SIGNATURE OF THE  
DEVELOPER**

---

**SIGNATURE OF THE PURCHASER**

**Drafted and prepared by me:**

**RECEIPT**

**RECEIVED** from the within named Purchasers the within mentioned sum **Rs.**  
 \_\_\_\_ (**Rupees** \_\_\_\_\_) **only** by way of total consideration money as per  
 Memo below:-

**MEMORANDUM OF CONSIDERATION**

<b>Sl. No.</b>	<b>Date</b>	<b>Cheque No.</b>	<b>Bank</b>	<b>Amount (in Rs.)</b>
1				
2				
3				
4				
	<b>TOTAL</b>			_____/-

(**Rupees** \_\_\_\_\_) **only**.

**WITNESS:**

1.

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**SIGNATURE OF THE DEVELOPER**

2.