

**DEED OF SALE**

THIS DEED OF SALE is made on this \_\_\_\_\_ day of

\_\_\_\_\_ Two Thousand Twenty One (2021)

**BETWEEN**

**SMT. SHIPRA NASKAR alias SMT. SIPRA NASKAR, PAN : AGTPN2586M,  
Aadhaar No. 2236 0407 2590, wife of Sri Ajit Kumar Naskar, by Nationality - Indian,**

**M/S. GOUTAM DHAR CHAUDHURI**



**Proprietor**

by faith - Hindu, by occupation – Housewife, residing at 77/1, Ashoke Road, P.O. Garia, P.S. Patuli, Kolkata – 700084, represented by her Constituted Attorney namely **SRI GAUTAM DHAR CHAUDHURI alias SRI GOUTAM DHARCHOUDHURY, PAN : ADFPD1340Q, Aadhaar No. 3361 6098 8960**, son of Late Sisir Kumar Dhar Chaudhuri, by Nationality - Indian, by faith - Hindu, by occupation – Business, residing at E/46, Baghajatin, P.O. Baghajatin, P.S. Patuli, Kolkata – 700086, the sole proprietor of **MESSRS GAUTAM DHAR CHAUDHURI**, a sole proprietorship business concern, having its office at E/46, Baghajatin, P.O. Baghajatin, P.S. Patuli, Kolkata – 700086, appointed by a registered Development Power of Attorney, executed on 24/01/2020, and registered at the office of the A.D.S.R., Alipore, South 24-Parganas, and recorded in Book No. I, Volume No. 1605-2020, Pages from 19368 to 19388, being No. 160500372, for the year 2020, hereinafter called and referred to as the **VENDOR/LAND OWNER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

**(1) SRI** ....., **PAN** : ....., son of ....., by Nationality – Indian, by faith – Hindu, by occupation – Service/Business, **AND (2) SMT.** ....., **PAN** : ....., wife of Sri ....., by Nationality – Indian, by faith – Hindu, by occupation – Housewife/Service, both are residing at ....., P.O. ...., P.S. ...., Kolkata – 7000....., hereinafter jointly called and referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

**MESSRS GAUTAM DHAR CHAUDHURI**, a sole proprietorship business concern, having its office at E/46, Baghajatin, P.O. Baghajatin, P.S. Patuli, Kolkata – 700086, represented by its sole proprietor **SRI GAUTAM DHAR CHAUDHURI alias SRI GOUTAM DHARCHOUDHURY, PAN : ADFPD1340Q, Aadhaar No. 3361 6098 8960**, son of Late Sisir Kumar Dhar Chaudhuri, by Nationality - Indian, by faith - Hindu,

by occupation – Business, residing at E/46, Baghajatin, P.O. Baghajatin, P.S. Patuli, Kolkata – 700086, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, executors, administrators, legal representatives, successors-in-interest, successors-in-office and successors-in-assigns) of the **THIRD PART**.

**WHEREAS** one **Sri Lalit Mohan Naskar**, son of Haripada Naskar of 77/1, Ashoke Road, P.S. Patuli (formerly Jadavpur), Kolkata – 700084, the father-in-law of the Land Owner herein, since deceased, was absolute owner of landed property in **R.S. Dag No. 448** under R.S. Khatian No. 143, **R.S. Dag Nos. 434 and 435** under R.S. Khatian No. 141 and in other various Dag, in total 349 decimal land, in Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516-1518, under Police Station - Patuli formerly Jadavpur, within A.D.S.R. Office - Alipore, District : South 24-Parganas;

**AND WHEREAS** said Lalit Mohan Naskar **died** intestate on 06/07/1992, leaving behind his wife Smt. Kanchan Bala Naskar, two sons namely Sri Anil Kumar Naskar and Sri Ajit Kumar Naskar and three daughters namely Smt. Krishna Mondal, Smt. Renu Bala Mondal and Smt. Pratima Mondal, as his only legal heirs and successors who jointly **inherited** aforesaid property of said Lalit Mohan Naskar, as per the Hindu Succession Act, 1956;

**AND WHEREAS** said Kanchan Bala Naskar **died** intestate on 20/11/1996, leaving behind said two sons namely Sri Anil Kumar Naskar and Sri Ajit Kumar Naskar and three daughters namely Smt. Krishna Mondal, Smt. Renu Bala Mondal and Smt. Pratima Mondal, as her only legal heirs and successors who jointly **inherited** Kanchan Bala Naskar's share in the aforesaid property, on which each became owner of undivided 1/5<sup>th</sup> share as per the Hindu Succession Act, 1956;

**AND WHEREAS** said Sri Anil Kumar Naskar, Sri Ajit Kumar Naskar, Smt. Krishna Mondal, Smt. Renubala Mondal and Smt. Pratima Mondal jointly **sold**, conveyed and transferred a plot of land measuring about **4 (four) Cottahs** more or less in **R.S. Dag No. 448** under R.S. Khatian No. 143 of Mouza - Bademasur, J.L. No.

31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516-1518, under Police Station - Patuli formerly Jadavpur, within A.D.S.R. Office at Alipore, District : South 24-Parganas, and other landed property along with all easement rights therein in favour of **Smt. Shipra Naskar**, the Land Owner herein as well as the Purchaser therein, by a duly registered **Kobala** (Bengali Sale Deed) on **11/03/1997**, which was registered in the Office of the Additional District Sub-Registrar at Alipore, South 24-Parganas and has been recorded in Book No. I, Volume No. 122, Pages from 27 to 42, **being No. 3247, for the year 1997;**

**AND WHEREAS** said **Lalit Mohan Naskar** was absolute owner of plot of land measuring about **14 (fourteen) Cottahs** more or less with structure standing thereon, comprised in **R.S. Dag No. 433** under R.S. Khatian No. 141 of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516- 1518, under Police Station - Patuli formerly Jadavpur, within A.D.S.R. Office - Alipore, District : South 24-Parganas, within the Kolkata Municipal Corporation (K.M.C.) area in K.M.C. Ward No. 101, being **K.M.C. Premises No. 59, Ashoke Road**, Assessee No. 31-101-02-0059-7, Kolkata - 700084 and other landed property;

**AND WHEREAS** said Lalit Mohan Naskar had love and affection towards his son Sri Ajit Kumar Naskar;

**AND WHEREAS** said Lalit Mohan Naskar executed a **Family Settlement Trust Deed on 9<sup>th</sup> March, 1984** in respect of his aforesaid property in **favour** of his son **Sri Ajit Kumar Naskar** and said Family Settlement Trust Deed was registered in the Office of District Sub-Registrar at Alipore, South 24-Parganas and had been recorded in Book No. I, Volume No. 95 (X), Pages 1 to 9, **being No. 3391, for the year 1984;**

**AND WHEREAS** said Lalit Mohan Naskar **died** on 06/07/1992 leaving behind his aforesaid Family Settlement Trust Deed dated 09/03/1984 and after death of said Lalit Mohan Naskar said Sri Ajit Kumar Naskar became absolute owner of aforesaid property as beneficiary of the said Family Settlement Trust Deed dated 09/03/1984;

**AND WHEREAS** Sri Ajit Kumar Naskar was absolute owner seize and possess of plot of land measuring about 14 (fourteen) Cottahs more or less with structure

standing thereon, comprised in R.S. Dag No. 433 under R.S. Khatian No. 141 of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516-1518, under Police Station - Patuli formerly Jadavpur, within A.D.S.R. Office - Alipore, District : South 24-Parganas, within the Kolkata Municipal Corporation (K.M.C.) area, in the K.M.C. Ward No. 101, being the K.M.C. Premises No. 59, Ashoke Road, Assessee No. 31-101-02-0059-7, Kolkata - 700084, along with all easement rights therein, free from all encumbrances;

**AND WHEREAS** Sri Ajit Kumar Naskar had and has natural love and affection towards his wife Smt. Shipra Naskar, the Land Owner herein;

**AND WHEREAS** said Sri Ajit Kumar Naskar **gifted**, conveyed and transferred a plot of land measuring about **1 (one) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft.** more or less out of 14 (fourteen) Cottahs more or less with a tiles shed structure measuring about 500 sq.ft. standing thereon, comprised in R.S. Dag No. 433 under R.S. Khatian No. 141 of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516- 1518, under Police Station - Patuli formerly Jadavpur, within A.D.S.R. Office, Alipore, District : South 24-Parganas, within the Kolkata Municipal Corporation (K.M.C.) area, in the K.M.C. Ward No. 101, being the K.M.C. Premises No. 59, Ashoke Road, Assessee No. 31-101-02-0059-7, Kolkata - 700084, along with all easement rights therein in **favour** of his wife Smt. Shipra Naskar, the Land Owner herein as well as the Donee therein, by a duly registered Bengali Gift Deed, which was registered in the Office of the Additional District Sub-Registrar at Alipore, South 24-Parganas and has been recorded in Book No. I, CD Volume No. 16, Pages from 3782 to 3795, **being No. 03587, for the year 2012;**

**AND WHEREAS** in pursuance of the aforesaid facts, **Smt. Shipra Naskar**, the Land Owner herein became **sole owner** of aforesaid two adjacent plots of land, measuring about 4 (four) Cottahs more or less and 1 (one) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft. more or less, in **total 5 (five) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft.** more or less and as such owner duly mutated and recorded her name with the Kolkata Municipal Corporation (K.M.C.). and the said property subsequently came to be known and numbered as the **K.M.C. Premises No. 88, Ashoke Road,**

Assessee No. 31-101-02-1047-5, in the K.M.C. Ward No. 101, P.S. – Patuli, Kolkata – 700084, under the Kolkata Municipal Corporation;

**AND WHEREAS** Smt. Shipra Naskar, the Land Owner herein, is absolute lawful sole owner of a homestead land measuring about 5 (five) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft. more or less and one tiles shed structure standing thereon, lying and situated in R.S. Dag No. 448(P) under R.S. Khatian No. 143, and R.S. Dag No. 433(P) under R.S. Khatian No. 141, of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516- 1518, under Police Station : Patuli, within A.D.S.R. Office at Alipore, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.) area, being the K.M.C. Premises No. 88, Ashoke Road, Assessee No. 31-101-02-1047-5, in the K.M.C. Ward No. 101 under Borough No. XII, Kolkata – 700084 and entire this property hereinafter called and referred to as the **said land/said premises** which is morefully described in the **Schedule 'A'** hereunder written;

**AND WHEREAS** the Land Owner herein was very much desirous to construct a G+IV storied building on her **said land** but she had no such fund as well as experience in this matter and so the Land Owner approached the Developer herein to make construction of a new G+IV storied building as per building plan to be sanctioned by The Kolkata Municipal Corporation at the Developer's cost and the title of the Land Owner is free clear and marketable and free from all encumbrances;

**AND WHEREAS** relying on the aforesaid representation of the Land Owner herein, the Developer herein agreed to develop the **said land/said premises** more fully mentioned in the Schedule 'A' hereunder written;

**AND WHEREAS** in the mean time, on request of the Land Owner herein, the Developer herein obtained a **building permit vide No. 2018120291 dated 21/02/2019**, sanctioned by the Kolkata Municipal Corporation Borough No. XII in respect of the **said land/said premises**, mentioned in the Schedule 'A' hereunder written;

**AND WHEREAS** thereafter the Land Owner herein and the Developer herein entered into a registered **Development Agreement**, executed on **24/01/2020** and

registered at the office of the A.D.S.R., Alipore and recorded in Book No. I, Volume No. 1605-2020, Pages from 17355 to 17390, **being No. 160500362, for the year 2020**, under certain terms and conditions mentioned therein, and also executed a registered **Development Power of Attorney** which was executed on **24/01/2020** and registered at the office of the A.D.S.R., Alipore and recorded in Book No. I, Volume No. 1605-2020, Pages from 19368 to 19388, **being No. 160500372, for the year 2020** by the Land Owner herein in favour of the Developer herein in respect of the **said premises**, more fully mentioned in the Schedule 'A' hereunder written and the DEVELOPER herein constructed a new G+IV **storied** building thereon;

**AND WHEREAS** the PURCHASERS herein were desirous of purchasing one self contained residential flat being **Flat No. ....** on the **..... Floor, at the .....** **side** of the G+IV storied building, measuring a **super built up area of .....** (**..... thousand ..... hundred and .....**) **Sq.ft.** more or less, consisting of Three/Two Bed Rooms, One Living cum Dining, One Kitchen, One Toilet, One W.C. and One Balcony in the said building together with proportionate undivided share of land mentioned in the Schedule 'A' hereunder written and one open car parking space on the **Ground Floor** under the roof **at the .....** **side** of the said building, **measuring an area of .....** (**..... hundred and .....**) **Sq.ft.** more or less together with proportionate undivided share of land mentioned in the Schedule 'A' hereunder written and all common rights, benefits, facilities, amenities, services, fixtures and fittings of electrical installations, overhead water tank, underground water reservoir, common water pipe, sanitary works, sewerage and drainage system, etc. mentioned in the Schedule 'C' hereunder written and common expenses as described in the Schedule 'D' hereunder written and the **said flat** and car parking space is/are situated at the **K.M.C. Premises No. 88, Ashoke Road**, in the K.M.C. Ward No. 101, P.S. Patuli, Kolkata – 700084, as more fully described in the Schedule 'B' hereunder written, along with all easement rights therein, which is/are in the DEVELOPER'S allocation as per the above said Development Agreement dated 24/01/2020, and the PURCHASERS herein approached to the DEVELOPER herein and signified their willingness to purchase the **said flat** and car parking space after the inspection of all title documents, building plan and other documents in respect of the **said land / said premises** and satisfied;

**AND WHEREAS** the DEVELOPER herein accepted the above proposal of the PURCHASERS herein and entered into an Agreement for Sale for the **said flat** and car parking space morefully described in the Schedule 'B' hereunder written in favour of the PURCHASERS herein at and for a total consideration of Rs.....,.....,000/- (Rupees ..... Lakh ..... Thousand) only and the PURCHASERS herein have paid the total consideration money for the **said flat** and car parking space to the DEVELOPER herein;

**AND WHEREAS** the DEVELOPER herein with the LAND OWNER/VENDOR herein doth hereby sell, transfer, convey, demise and assign the **said flat** and car parking space more fully described in the Schedule 'B' hereunder written together with undivided proportionate share of land mentioned in the Schedule 'A' hereunder written along with all easement rights therein and the **said flat** and car parking space is/are situated at the **K.M.C. Premises No. 88, Ashoke Road**, in the K.M.C. Ward No. 101, P.S. Patuli, Kolkata – 700084, in favour of the PURCHASERS herein.

**NOW THIS DEED OF INDENTURE WITNESSES as follows: -**

1. That in pursuance of the aforesaid facts and in consideration of the said sum of Rs.....,.....,000/- (Rupees ..... Lakh ..... Thousand) only well and truly paid by the PURCHASERS to the DEVELOPER and the DEVELOPER in respect of value of construction and in respect of value of proportionate share of land with consent of the LAND OWNER/VENDOR herein doth hereby admit, acknowledge of and from the same and every part thereof hereby acquit, release and forever discharge the PURCHASERS the **said flat** and car parking space, morefully described in the Schedule 'B' hereunder written together with proportionate undivided share of land mentioned in the Schedule 'A' hereunder written and all common rights, services, fixtures and fittings of electrical installations, overhead water tank, underground water reservoir, common water pipe, sanitary works, sewerage and drainage system, etc. mentioned in the Schedule 'C' hereunder written and common expenses as described in the Schedule 'D' hereunder written, situated at the **K.M.C. Premises No. 88, Ashoke Road**, in the K.M.C. Ward No. 101, P.S. Patuli, Kolkata – 700084, together with all easements rights, benefits, facilities unto and in favour of the PURCHASERS



absolutely and forever and free from all encumbrances whatsoever, together with the right to use common areas in common with the VENDOR and the DEVELOPER herein and the other co-owners and lawful occupiers of the other flats/units of the said building and/or parts thereof.

**THE VENDOR AND THE DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASERS as follows :-**

1. That interest which the VENDOR and the DEVELOPER herein do hereby possess to transfer subsist and that the VENDOR and the DEVELOPER herein have good marketable title, absolute right, full power and absolute authority to sell, grant, transfer, assign and assure the **said flat** and car parking space with the undivided proportionate share of land pertaining to the **said flat** and car parking space along with common areas, parts, and passage in the said building unto the PURCHASERS herein in the manner aforesaid.

2. It shall be lawful for the PURCHASERS from time to time and at all times hereafter to enter into and hold possess and enjoy the **said flat** and car parking space mentioned in the Schedule 'B' hereunder written together with proportionate undivided share of land mentioned in the Schedule 'A' hereunder written and all common rights, services, fixtures and fittings electrical installments, etc. in the said building and every part thereof and to receive the rents issues and profit thereof without any interruption, disturbances, claims or demands whatsoever from or by the VENDOR and the DEVELOPER herein or any person or persons claiming through the trust for them.

3. The VENDOR and the DEVELOPER herein shall from time to time and at all times hereafter, upon every reasonable request, shall make the title of the **said flat** and car parking space perfect at the cost of the PURCHASERS and execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly and assure in respect of the **said flat** and car parking space together with undivided proportionate share of land and common rights mentioned in the Schedules hereunder written may be reasonable required.

4. The PURCHASERS shall be entitled to all rights, privileges, easements rights, whatsoever belonging to or in any way appertaining to the **said flat** and car parking space usually hold used occupied or enjoyed or reputed so to be or known as part and parcel thereof of appertaining thereto. The PURCHASERS shall have the right to use and enjoy the common areas in the building with the other flats owners without obstructions or interruption.

5. The PURCHASERS and their agent/s, nominee/s and invitee/s are also to be entitled to use common rights and facilities as aforesaid at all reasonable times and for all purposes connected with the reasonable use and enjoyment of the **said flat** and car parking space in the said building and the PURCHASERS or any person deriving title under the PURCHASERS and/or persons and/or nominee/s shall not obstruct the common area, passages, etc. in any way.

6. The PURCHASERS shall have the right of protection and to be kept safe the **said flat** and car parking space.

7. The VENDOR and the DEVELOPER shall have full right to enjoy and to sell their other residential flats, car parking spaces, etc. in the said building along with all common areas, benefit, fittings and fixtures, etc. and the PURCHASERS shall not create any obstruction.

8. The PURCHASERS shall have full right and absolute authority to sell, transfer, convey, mortgage, lease, gift and otherwise deal with or dispose of their **said flat** and car parking space to the transferee who shall agree in writing to observe and perform the covenants herein contained and rules and Bye-laws relating to the said building to be framed by the Apartment Owners' Association.

9. The PURCHASERS shall have right to carry out the necessary repair works, which may be pointed out by the Apartment Owners' Association to extent of their **said flat** and car parking space.

10. The PURCHASERS shall not use or caused to be used the **said flat** and car parking space or any part thereof in such manner which may likely to cause nuisance annoyance of the occupants of other flats of the said building or to the neighbours.

11. Save and except the **said flat** and car parking space sold herein, the PURCHASERS shall have the right to use such common space and lobbies, staircase and roof of the building in common with other flats owners of the building.

**THE PURCHASERS DO TH HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER as follows :-**

1. The PURCHASERS shall pay K.M.C. property taxes, rents imposition and other outgoings in respect of the **said flat** and car parking space proportionately as may be imposed by the competent authorities and shall also pay any other taxes or payment of similar nature from the date of execution of the Deed of Conveyance and/or taking possession of the **said flat** and car parking space, which ever date is earlier.

2. The PURCHASERS shall contribute and pay from time to time and at all times hereafter the proportionate share towards the maintenance etc. of the building in respect of the common amenities and common expenses for the said building as specified by the Apartment Owners' Association, from the date of execution of the Deed of Conveyance and/or taking possession of the **said flat** and car parking space, which ever date is earlier.

3. The PURCHASERS shall maintain the **said flat** and car parking space at their own cost in good condition state and order and maintain regulation of the competent authorities and also observe and maintain such rules, bye-laws, framed by the Apartment Owners' Association of the building for the protection of the building.

4. The PURCHASERS herein doth hereby covenant to keep their **said flat** and it's inner walls, drains, pipes and other fittings, fixtures and appurtenances belonging thereto in good working order conditions and protect other common parts of the said building as also their own **said flat** and car parking space.

5. The PURCHASERS shall not make any such construction or structural alteration of the building causing any damages to other flats, units, car parking spaces, etc. in the said building.

6. The PURCHASERS shall be entitled to make such interior construction and decoration for their necessities like racks, storage space, gas cylinder space, cooking racks, etc. in their **said flat** without causing any damage to the building and without disturbance of the other flats owners of the said building and neighbours.

7. The PURCHASERS shall not bring, keep or store in or any part of the **said flat** and car parking space inflammable or combustible substances or articles or things or any other combustible articles, things likely to injure, damage or prejudicially affect the **said flat** and car parking space or any part thereof, except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose but only in their **said flat**.

**THE PURCHASERS DO TH HEREBY FURTHER COVENANT WITH THE VENDOR AND THE DEVELOPER AS FOLLOWS:-**

It shall be obligation of the PURCHASERS from the date of possession/ execution of this deed in favour of the PURCHASERS, which will be earlier;

1. Not to do or cause to be done any act, deed or things by virtue of which the construction at the said building or of the **said flat** will be hampered or disturbed.

2. To co-operate with the DEVELOPER in the management and maintenance of the new building and formation of the Association hereinafter referred to as the Apartment Owners' Association and the PURCHASERS herein and other co-owners of the building shall become members of such Apartment Owners' Association and undertake to pay the share(s) of deposits, subscription and such fees and charges as may be levied and decided by the Apartment Owners' Association and to observe and confirm to all regulations and restrictions made by the Apartment Owners' Association (upon its formation) from time to time for the proper management and maintenance of the said building.

3. Not to use the **said flat** or permit the same to be used for any purpose whatsoever other than for 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 or as a boarding house, guest house, club house, nursing home, amusement or entertainment center, eating or catering place, dispensary or a meeting place or for any industrial activities whatsoever.

4. The exterior of the **said flat** shall not be decorated or redecorated and not to put any neon sign or other boards on the outside of the **said flat** otherwise than in the manner agreed to with the Apartment Owners' Association in writing and in accordance with the general scheme of the building.

5. Not to sub-divide the **said flat** and/or the Car parking space.

6. Not to place or store in the common areas or in the common corridors any goods or things whatsoever nor erect any cupboard, etc.

7. Not to bring or permit to remain upon the **said flat** and car parking space any machinery, goods or other articles which shall or may strain or damage any part or portion of the common areas or the said building or the said portion.

8. Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Apartment Owners' Association.

9. Not to throw any rubbish save to such extent and at such place or places as be permitted and specified by the Apartment Owners' Association.

10. Not to do anything whereby the other co-purchasers or the co-transferees of other flats, car parking spaces, etc. are obstructed in or prevented from enjoying their respective flats, car parking spaces, etc. quietly and exclusively.

11. Not to make any hole either to the beams or to the pillars nor put any weight/load on the beams and pillars.

**SCHEDULE 'A' REFERRED TO ABOVE**

(Description of the **said premises/land**)

**ALL THAT** piece and parcel of homestead land measuring about 5 (five) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft. more or less, where on a G+IV storied

building standing thereon, lying and situated in R.S. Dag No. 448(P) under R.S. Khatian No. 143, and R.S. Dag No. 433(P) under R.S. Khatian No. 141, of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516-1518, under Police Station : Patuli, within A.D.S.R. Office at Alipore, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.) area, being the **K.M.C. Premises No. 88, Ashoke Road**, Assessee No. 31-101-02-1047-5, in the **K.M.C. Ward No. 101**, under Borough No. XII, P.O. Garia, **Kolkata – 700084**, together with all easement rights therein, including right of egress and ingress and right to take water connection, sewer and drainage connection, electric, gas, telephone line connection, etc. over and beneath the adjacent roads and the entire property is butted and bounded by as follows :

**ON THE NORTH** : 77/1, Ashoke Road, Kolkata - 700084;

**ON THE SOUTH** : 70/71, Ashoke Road and 77/1/1, Ashoke Road, Kolkata - 84;

**ON THE EAST** : 8' feet wide black top Road maintained by the K.M.C.;

**ON THE WEST** : 16' feet wide black top Road maintained by the K.M.C.

**SCHEDULE 'B' REFERRED TO ABOVE**

(Description of the **said flat** and car parking space)

**ALL THAT** piece and parcel of one self contained residential flat being **Flat No.** ..... on the ..... **Floor**, at the ..... **side** of the G+IV storied building, measuring a **super built up area of** ..... (**..... thousand ..... hundred and .....**) **Sq.ft. more** or less consisting of Three/Two Bed Rooms, One Living cum Dining, One Kitchen, One Toilet, One W.C. and One Balcony in the said building, together with proportionate undivided share of land mentioned in the Schedule 'A' herein above and one open car parking space, on the **Ground Floor** under the roof at the ..... **side** of the said building, measuring an **area of** ..... (**..... hundred and .....**) **Sq.ft. more** or less, with amicably right to ingress and egress therein, together with proportionate undivided share of land mentioned in the Schedule 'A' herein above along with all common rights, services, facilities, fixture and fittings of

electrical installation mentioned in the Schedule 'C' hereunder written and common expenses described in the Schedule 'D' hereunder written and all easement rights therein, and the **said flat** and car parking space is/are situated within the area of the Kolkata Municipal Corporation, at the **K.M.C. Premises No. 88, Ashoke Road**, in the K.M.C. Ward No. 101, P.S. Patuli, Kolkata – 700084. The **said flat** and car parking space is/are particularly shown and delineated with the **RED** border line in the maps or plans annexed herewith, which is/are part of this Deed.

**SCHEDULE 'C' REFERRED TO ABOVE**

(Common area, facilities and services)

1. Drainage and sewerage system (in common area) of the building.
2. Staircase and lobbies, having lighting fixtures and windows fittings fitted with glass in common area.
3. Boundary wall and gates of the premises. Right to use of roof of the building in common with other purchasers/owners/occupiers.
4. Electric motor and water pump, common water pipe line, underground water reservoir, overhead water tank for water supply to different flats.
5. Electrical wiring and fittings and fixture for lighting the staircase, roof, lobby and other common areas and for operating the water pump and motor.
6. Common electric wiring in common portion of the building and main switch and meters.
7. Water and sewerage evacuation pipes from the flats to drains and sewerages common to the building.
8. Lift and lift machine room, Electric Meter room of the building.

**SCHEDULE 'D' REFERRED TO ABOVE**

(Common Expenses)

1. All costs of maintenances, operating, repairing work or patch works, lighting of common parts including roof of the building.
2. Costs and charges of establishment for maintenances of the building.
3. Taxes of the Kolkata Municipal Corporation.

**IN WITNESSES WHEREOF** the parties have hereto set and subscribed their respective hands and signatures and seal in this indenture herein Kolkata on the day, month and year first above written.

**SIGNED SEALED AND DELIVRED** in  
Kolkata in the presence of **WITNESSES** :

1.

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***Signature of the Vendor***

2.

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***Signature of the Purchasers***



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***Signature of the Developer***

*Prepared as per instruction by  
the parties herein & Drafted by:*

**Surya Prasad Datta Roy**

**Advocate**

Alipore Judges' Court,  
Kolkata – 700027.

**MEMO OF CONSIDERATION**

**RECEIVED** the sum of total consideration money of Rs.....,.....,000/- (Rupees ..... Lakh ..... Thousand) only from the PURCHASERS against within mentioned the **said flat** and car parking space which is/are mentioned in details in the Schedule 'B' hereinabove, situated at the K.M.C. Premises No. 88, Ashoke Road, in the K.M.C. Ward No. 101, P.S. Patuli, Kolkata – 700084, in the following manner :-

Date	Bank Name & Branch	Draft/ Cheque No.	Amount
		<b>TOTAL :</b>	<b>Rs.....,.....,000/-</b>

(Rupees ..... Lakh ..... Thousand only)

**WITNESSES :**

1.

M/S. GOUTAM DHAR CHAUDHURI



Proprietor

Signature of the Developer

2.