

**DEED OF CONVEYANCE**

**POLICE**

**STATION:**

**SHIBPUR**

**DISTRICT: HOWRAH**

**VALUED AT RS. 00,00,000 /- ONLY**

**THIS DEED OF SALE** is made this 00 th day of February, 2019

**B E T W E E N**

1) **SMT. ANAMIKA BHATTACHARYA** (PAN BDBPB6747E), wife of Sri Bipul Bhattacharya, by faith - Hindu, Citizen of India, by occupation- Service, residing at Neelachal Apartment, Uttara, "A"-1, 98, Rajdanga Gold Park (N), Post Office East Calcutta Metro, Politan, Police Station Kasba, Kolkata, Pin Code - 700 107, State of West Bengal, 2) **SRI ANIRUDDHA BHATTACHARYA** (PAN ADXPB9223E), son of Late Ganendra Nath Bhattacharyya, by faith - Hindu, Citizen of India, by occupation- Service, residing at 30, OnkarmalJetia Road, Post Office Botanical Garden, Police Station Shibpur, District Howrah, Pin Code - 711103, State of West Bengal do herein after called the **OWNERS**: (which expression unless repugnant to the context be deemed to include their legal heirs, representatives, successors, nominees and assigns ). The Owners being represented by their constituted attorney **ASHOKA INFRA REALTORS PRIVATE LIMITED** (PAN AALCA0986F ) , having its registered office at 32/4, Halder Para Lane, Post Office Howrah, Police Station Shibpur, District Howrah, Pin Code - 711 101, State of West Bengal represented by the directors 1) **Sri. Asok Kar** (PAN AFCPK5607C), son of Late Sachindra Nath Kar, 2) **Sri Arunava Kar** (PAN AIEPK7526M), son of Sri Asok Kar, No. 1 & 2 both by faith Hindu, Citizen of India, by occupation Business, residing at 32/4, Halder Para Lane, Post Office Howrah, Police

Station Shibpur, District Howrah, Pin Code - 711 101, State of West Bengal.

AND

**ASHOKA INFRA REALTORS PRIVATE LIMITED** (PAN AALCA0986F ) , having its registered office at 32/4, Halder Para Lane, Post Office Howrah, Police Station Shibpur, District Howrah, Pin Code - 711 101, State of West Bengal represented by the directors 1) **Sri. Asok Kar** (PAN AFCKP5607C), son of Late Sachindra Nath Kar, 2) **Sri Arunava Kar** (PAN AIEPK7526M), son of Sri Asok Kar, No. 1 & 2 both byfaith Hindu, Citizen of India, by occupation Business, residing at 32/4, Halder Para Lane, Post Office Howrah, Police Station Shibpur, District Howrah, Pin Code - 711 101, State of West Bengal do herein after called the **DEVELOPER**: (which expression unless repugnant to the context be deemed to include its legal heirs, representatives, successors, nominees and assigns ).

AND

**MS RATNA DAS** (PAN AANPD6100B), daughter of **Mr. PRAKASH KUMAR DAS**, by faith - Hindu, Citizen of India, by occupation- Retired, residing at **A/35, SANTINAGAR, KANPUR,P.O:CANTT, P.S: RAIL BAZZAR, State of UTTAR PRADESH, PIN-208004** do herein after called the **PURCHASER**: (which expression unless repugnant to the context be deemed to include her legal heirs, representatives, successors, nominees and assigns).

All that piece and parcel of the property situated within State of West Bengal District Howrah, District Sub Registry Office Howrah and Additional District Sub-Registry Office at Howrah, Mouja Shibpur, Post Office Shibpur, Police Station Shibpur, Howrah Municipal Corporation Ward No. 40, Holding No. 30, Onkarmal Jetia Road measuring 04 Cottahs 05 Chittacks Bastu land corresponding to J.L No. 1, Sheet No. 116 R.S Khatian 199, R.S Dag 168 together with construction of multi storied building going on within which a complete residential flat No. 3-C, on the Third Floor, measuring more or less 1000sq.ft including 25% super built up area along with proportionate undivided share of land and common right of using common things in a common manner as specified in schedule 'B' herein below is the property under this Agreement for Sale more fully described in schedule 'A' herein below.

**Whereas,** previously within 30, Onkarmal Jetia Road, P.S. Shibpur, District Howrah some property measuring about 04 Cottahs 05 Chittacks of Mokorari Mourashi bastu land was possessed by Nagendra Nath Bandopadhyay who obtained the same by virtue of a Registered Deed of Sale duly executed on 20.07.1927 and registered before District Sub-Registry office, Howrah and recorded as Book No. I, Volume No. 20, pages from 209 to 214, Deed No. 1518 for the year 1927 and on payment of due taxes and revenues continue to enjoy the same in an absolute peaceful manner without any interruption from anybody else whatsoever.

Whereas, during the course of such peaceful enjoyment of the property said Nagendra Nath Bandopadhyay for his legal need of money sold out the property to Kamala Debi, wife of Probodh Lal Mukhopadhyay by virtue of a Registered Deed of Sale dated 23.08.1931 and registered before District Sub-Registry office, Howrah and recorded as Book No. I, Volume No. 24, pages from 12 to 33, Deed No. 1406 for the year 1931. Accordingly Kamala Debi became the absolute owner of her purchased property.

**Whereas**, said Kamala Debi during the course of her absolute enjoyment of purchased property executed a Deed of Settlement on 19.09.1932 and said Deed of Settlement was duly registered before District Sub-Registry office, Howrah and recorded as Book No. I, Volume No. 23 pages from 130 to 132, Deed No. 1500 for the year 1932. That by virtue of said Deed of Settlement Kamala Debi provided life interest to Kishore Nalini Debi and also provided right of residence to Mina Debi and her sons and daughters and absolute right to Sreekumar Pakrashi in respect to her property.

**Whereas** during the course of such peaceful enjoyment of 'the property in terms of Deed of Settlement executed by Kamala Debi the mother of Sreekumar Pakrashi that is Kishore Nalini Debi died on 09.07.1961 and the sister of Sreekumar Pakrashi that is Mina Debi died on 16.09.1977 as bachelor so the total property under Deed of Settlement vested upon Sreekumar Pakrashi and he continue to enjoy the same in an absolute peaceful manner.

**Whereas**, the said Sreekumar Pakrashi decided to sell the total property and accordingly on 22.06.1978 executed a Registered Agreement for Sale and subsequently on receipt of total value of consideration a Deed of Sale was duly executed on 21.07.1979 in favor of Ganendranath Bhattacharya which was duly registered before District Sub-Registry office, Howrah and recorded as Deed No. 2098 for the year 1979 and accordingly Ganendranath Bhattacharya became the absolute owner of 02 Cottahs 11 Chittacks 25 sq.ft of MokorariMourashibastu land of Holding No. 30, OnkarmalJetia Road, P.S. Shibpur, District - Howrah and thus being the owner Ganendranath Bhattacharya continue to enjoy the same in an absolute peaceful manner by recording his name before Howrah Municipal Corporation as Holding No. 30, OnkarmalJetia Road, P.S. Shibpur, District -Howrah measuring an area of land 02 Cottahs 11 Chittacks 25 sq.ft along with structure standing thereon.

**Whereas** said ShreekumarPakrashi after selling out 02 Cottahs 11 Chattacks of Bastu land from Holding No. 30, OnkarmalJetia Road, by virtue of a Registered Deed of Sale in favor of Ganendranath Bhattacharya and continue to enjoy the remaining part of his property. While in such peaceful enjoyment of remaining part of his purchased property said Sreekumar Pakrashi executed a Registered Deed of Sale on 03.08.1979 in favor of Smt. Tonmoyee Bhattacharya wife of Ganendranath Bhattacharva and transferred 1 Cottahs 09 Chittacks 20 Sq.ft. of mokorari mourashi baste land of Holding No. 30, Onkarmal Jetia Road and the said Deed of Sale was duly registered District Sub-

Registry Office, Howrah and recorded as Book No. I, Volume No.53 pages from 115 to 121 being No. 2284 for the year 1979 and thus being the owner said Tonmoyee Bhattacharya continue to enjoy the same in an absolute peaceful manner and also mutated her name before Howrah Municipal Corporation under Holding No. 30/2, Onkarmal Jetia Road.

**Whereas,** during the course of such peaceful enjoyment of the property said Ganendranath Bhattacharya died on 25.01.2005 leaving behind his wife Tonmoyee Bhattacharya, one son Aniruddha Bhattacharya and one daughter Anamika Bhattacharya and accordingly the aforesaid legal heirs of Late Ganendranath Bhattacharya individually inherited undivided 1/3rd share each in respect to the property within Holding No. 30, OnkarmalJetia Road, P.S. Shibpur, District -Howrah measuring an area of land 02 Cottahs 11 Chittacks 25 sq.ft along with structure standing thereon and continue to enjoy the same in a joint peaceful manner having undivided 1/3rd share each.

**Whereas,** during the course of such peaceful enjoyment of the property was purchased by Tonmoyee Bhattacharya and the property inherited by her by way of inheritance from her husband Late Ganendranath Bhattacharya said Tonmoyee Bhattacharya executed a Registered Deed of Gift on 24.11.2011 in favor of her daughter Anamika Bhattacharya and transferred her purchased property only from 30/2, OnkarmalJetia Road measuring 01 Cottah 09 Chittacks 20 sq.ft of bastu land in favor of

her daughter Anamika Bhattacharya. The said Deed of Gift was duly executed on 24.11.2011 and registered Additional District Sub-Registry Office, Howrah and recorded as Book No. 1, CD Volume No. 22, Pages from 1205 to 1216, Being No. 07503 for the year 2011.

**Whereas,** one of the Owners Tonmoyee Bhattacharya during the course of enjoyment of undivided 1/3rd share of property as left by her husband Late Ganendra Nath Bhattacharya in respect to Holding No. 30, OnkarmalJetia Road further executed a Registered Deed of Gift in respect to her undivided 1/3rd share in favor of her son Aniruddha Bhattacharya and daughter Anamika Bhattacharya. Accordingly out of total property within 30, OnkarmalJetia Road measuring 02 Cottahs 11 Chittacks. Thus Aniruddha Bhattacharya and Anamika Bhattacharya became the joint owners having 50% share each and in respect to the property within 30/2 OnkarmalJetia Road Anamika Bhattacharya became the absolute Owner The said Deed of Gift was duly registered before Additional District Sub Registry Office Howrah and recorded as Deed No. 00154 for the year 2015.

**Whereas,** in the aforesaid manner Anamika Bhattacharya became the owner of 01 Cottah 09 Chittacks 20 sq.ft. of bastu land in respect to Holding No. 30/2, OnkarmalJetia Road exclusively and also became the joint owners in respect to 50% undivided share in respect to the property 02 Cottahs 11 Chittacks 25 sq.ft along with structure standing thereon within Holding No. 30, OnkarmalJetia Road, P.S. Shibpur, District-Howrah and thus Anamika Bhattacharya became the owner of



major share of the property within Holding No. 30 & 30/2, OnkarmalJetia Road and continue to enjoy the same with the other owner Aniruddha Bhattacharya.

**Whereas,** for the development of the property the Owners entered into a Development Agreement on 14.01.2015 with the Developer as mentioned herein above and the said Development Agreement was duly registered before Additional District Sub-Registry Office, Howrah and recorded as Book No. I, Volume No 1, Pages from 2745 to 2770, Being No. 00156 for the year 2015. That the details terms and conditions as settled between the Developer and the Owners as well as the share of the Owners and the Developer has been clearly written in the said Development Agreement. That in terms of the Development Agreement the Owners duly executed a General Power of Attorney 14.01.2015 nominating the Developer as mentioned herein above as their constituted attorney and the said General Power of Attorney was duly registered before Additional District Sub-Registry Office, Howrah and recorded as Book No I, Volume No 1, Pages from 2771 to 2789, Being No. 00157 for the year 2015.

**Whereas,** the property of the Owners was primarily under two separate holding that is 30 and 30/2, Onkarmal Jetia Road. Then for the purpose of good development work the Developer out of its effort and expenses cause registration of a **Deed of Declaration** on 24.06.2015 which was registered before Additional District Sub-Registry Office, Howrah and recorded as

Book No. I, Volume No. 0502-2015, Pages from 16334 to 16348, Being No. 0502033137 for the year 2015. That by the execution of **Deed of Declaration** the two holding that is 30 and 30/2, Onkarmal Jetia Road being amalgamated and subsequently mutated in the name of the Owners under holding no. 30, Onkarmal Jetia Road and in respect to amalgamated holding a building plan has been duly obtained by the efforts and expenses of the Developer by Howrah Municipal Corporation having no. BRC 198 for the year 2016-2017.

**Whereas**, after having the sanction plan the Developer duly proceeded with the construction work of multi storied building on 'A' schedule property.

**AND WHEREAS**, the Purchasers on discussion with the Developer and on inspection of the site of development work and going through the legal documents regarding the title of the property for development as well as sanction plan issued by Howrah Municipal Corporation being satisfied herein has approached the Developer above named for purchase of a Flat in the said building i.e. B Schedule property within the A Schedule property and accordingly by amicable discussion and settlement between the Purchasers and the Developer and Owner finally it is decided by the Purchasers to purchase a Residential Flat No XX on the Second Floor of the said building and measuring XXXX Sq. Ft. (XXXXXXXXXX) square feet

be the same a little more or less hereinafter referred to as the said Flat including 25% super build up area and more fully described in Schedule-B hereunder and the value of B schedule property has been settled at Rs.00,00,000/- (Rupees XXXXXXXXXXXXX) only which the Purchasers agreed to pay to the developer .The Owner being represented by their constituted Attorney M/s. **ASHOKA INFRA REALTORS PRIVATE LIMITED** represented by its Director Arunava Kar.

That as the proportionate undivided share of land is being transferred in favor of Purchasers in respect to his purchased B schedule property.

AND WHEREAS the Developer have received the total consideration price of Rs 00,00,000/- (XXXXXXXXXX) only as per the memo of consideration below and the purchaser have taken physical possession of the said Flat described in Schedule "B" below;

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

That in pursuant to the agreement and in consideration of payment of a sum of Rs.XXXXXXXXXX /- (Rupees XXXXXXXXXXXXXXXXXXXX ) only is paid on this day by the Purchaser to the Vendors in the manner as specifically

stated in the memo of Consideration hereunder written, the receipt whereof the Vendors DO HEREBY admit, acknowledge and discharge the Purchaser from making payment of any further sum whatsoever and the Vendors DO HEREBY grant, sell, convey, transfer, assign and assure by way of sale unto the Purchaser and give possession in favor of the Purchaser herein in respect of a finished Residential Flat measuring an area XXXXX Sq. Ft including Super-built up area in the Second floor within Howrah Municipal, Premises No 30, Flat No XX, Onkarmal Jetia Road, Howrah Municipal Corporation, Ward No 40, which is more fully and particularly described in the "B" Schedule and delineated by **RED** lines in the annexed Map of this Deed unto the Purchaser **AND TO HAVE AND TO HOLD** the same absolutely and forever.

TOGETHER WITH floor space being the residential flat NO XXX in the XXXXX Floor and as described in scheduled "B" herein under including the floor and ceiling of the residential flat but not the floor of the flat above it and all the internal and external partition wall and 50% of the walls in common with the adjacent unto the same level.

TOGETHER WITH all rights and benefits in respect of covered parts, common amenities and common convenience resulting thereto for the beneficial use and enjoyment of the same all in the ground floor and as described in schedule "B" hereunder. TOGETHER WITH all easement and quasi easement rights and privileges. TOGETHER WITH all perpetual and irrevocable rights to use common passage and to the use of the PURCHASER along with OTHER RESIDENTIAL FLAT OWNERS.

AND THE VENDORS AND THE CONFIRMING PARTY DO  
HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:

1. THAT the Vendors and Developer have good right full power and absolute authority to grant convey, transfer, assign and assure the said Flat hereby sold, granted, conveyed, transferred, assigned, assured and expressed so to be unto and to the use of the Purchasers absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever;
2. AND THAT the Purchasers shall and may at all times hereafter peaceably and quietly enter into, hold, occupy, possess and enjoy exclusively the said appurtenances and receive the rents, issues, incomes and profits thereof and every part thereof for **their** own use and benefits without any suit, lawful eviction, interruption and claims and demands whatsoever from or by the Vendors or confirming party or any person or persons claiming under them or in trust for them or lawfully claiming any estate, right or interest whatsoever at law in the said Flat hereby granted, sold or expressed so to be freely and clearly and absolutely and forever released and discharged or otherwise by the Vendors and Confirming Party and well and sufficiently saved, kept harmless and indemnified from or against all former and

other estates, titles, charges and encumbrances whatsoever had made, executed, occasioned or suffered by the Vendors or the Confirming Party or any other persons lawfully claiming or claiming under or in trust for the Vendors or Confirming Party ;

3. AND THAT the Vendors herein shall from time to time and at all times hereafter, at the request and cost of the Purchasers, do and execute all such further and other lawful acts, deeds, things, matters, Deed of Rectification, conveyances, assurances in law whatsoever for the better, further and more perfectly and absolutely granting the said Flat hereby granted and sold unto and to the use of the Purchasers the manner aforesaid as by the Purchasers shall be reasonably required.
4. AND THAT the said flat (as described in the "B" Schedule) are not attached to any proceedings connected with the Department of Income Tax. Wealth Tax, Gift Tax or otherwise and no certificate has been filed in the office of the Certificate Officer under the provisions of the execution of any Certificate at Public Demand Recovery act and no steps have been taken in execution of any certificate at the instance of the said Departments.

5. AND THAT the Purchasers shall be entitled to sell, gift, transfer, mortgage, lease, assign or otherwise deal with the said flat along with the undivided proportionate share of land and right of common passages and spaces and portions and amenities etc. hereby acquired in the manner as the Purchasers shall think fit and proper subject to the terms and conditions laid down herein without any consent or objection of the other flat owners or the Vendors who have acquired right, title and interest similar to that of Purchasers or who might acquire the same in future.
6. AND THAT each apartment/ flat constitutes a single residential unit, transferable and heritable as such, but shall not be partitioned or divided as such.
7. AND THAT the percentage, of the proportionate undivided interest shall remain unaltered at all points of time and the same shall always remain impartible and indivisible and the flat owners shall be entitled to that as per the provisions of the West Bengal Apartment Ownership Act, 1972;
8. AND THAT the Confirming Party and Vendors hereby declare that the building situated on the property described in the "A" Schedule has been constructed as per the provisions of the West Bengal Apartment Ownership Act, 1972, as amended up to date.

**AND THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS, CONFIRMING PARTY AND/OR THE OWNERS OF THE OTHER FLATS IN THE SAID BUILDING AS FOLLOWS:**

1. THAT the Purchasers shall abide by the bye laws, regulations etc. of the Association of the flat owners in the said building and shall bear and pay all the common expenses, such as, proportionate share of tax till the Flat is separately assessed, proportionate cost of maintenance, repair, replacement of the common areas of the building, e.g. outer wall, stair case, lobby, entrance, terrace, landing, structure, rain water pipes, water tank and reservoir, plumbing, electrical wirings, drainage, common parts of the fixtures, cleaning expenses, security expenses, service charges etc.
2. AND THAT the Purchasers shall use the Flat for domestic purpose only.
3. AND 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 the common spaces/ parts/ portions/ amenities/



conveniences as described in the FIRST, SECOND AND THIRD SCHEDULE below.

4. AND THAT the cost of maintaining, replacing, repairing, white washing, painting and decorating the main structure and particularly the common portions of the roof terrace and structure of the building, rainwater pipes, water tanks, motor pumps, tube well, gas pipes, electrical wires, sewerages, drains, transformers and all other common parts of the fixtures, fittings and equipment in, under or upon the building enjoyed or used in common by the Purchasers and the occupiers thereof, shall be borne by the said Society, Association or Company.
5. AND THAT the Purchasers shall get supply of water from the joint overhead tank.
6. AND THAT the Purchasers shall be liable and agree to make payment of the proportionate share of maintenance and Service charges on the basis of per square feet regularly and punctually to the said Society, Association or Company on and from the date of taking possession of the property.
7. AND THAT as long as the separate electric meter of the Purchasers are not installed he shall consume electricity from the joint meter and shall pay the charges including meter rent

and other allied charges on the basis of reading from a sub-meter.

8. AND THAT the Purchasers shall also take electricity and other necessary connection in their own name.
9. AND THAT in the event of any capital expenditure for repair, maintenance etc. for Common purpose of the Purchasers shall be liable to make payment of their proportionate share as shall be determined by the said Society, Association or Company.
10. AND THAT the Purchasers shall be liable to pay the Municipal Taxes, Rates and other outgoing of the like nature in respect of their flat in full.
11. AND THAT the Purchasers shall have the absolute right to mutate **their** names in the records of Howrah Municipal Corporation and the B.L. and L.R. office and shall pay the taxes in respect of their Flat to be separately assessed by the authorities. So long as the Flats of the building are not separately assessed for the tax purpose, the Purchasers shall pay to the Confirming Party a proportionate share of the said taxes in respect of their Flat in the said building. Such apportionment shall be made by the Confirming Party in consultation with the Purchasers on the basis of the area purchased by the Purchasers.
12. AND THAT the Confirming Party shall appoint a Caretaker to look after the building and its common parts till the said

Society, Association or Company takes charge of the building. Till that point of time, the flat owners will pay an amount fixed by mutual arrangement to the Confirming Party for looking after the building and its common parts, if necessary.

13. AND THAT the Purchasers shall permit the Vendors or the Confirming Party or his/their authorized agent with or without workmen, to enter into the Flat at all reasonable time on notice (without notice in case of emergency) to check view or examine the state or condition thereof and also for cleaning/ repairing and/or maintenance of the sewers, drains pipes, rain water pipes, electric cables etc.

14. AND THAT the Purchasers shall not cause or to be caused the common areas and spaces to become dirty and shall not accumulate or throw dirt, refuse, garbage, rubbish in the said Flat or in the common areas or spaces.

15. AND THAT the Purchaser§ shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or cause disturbance and annoyance to the other Flat owners;

16. AND THAT the Purchasers shall not add or demolish any material structure or excavate any additional basement and for doing such things the unanimous consent of the other flat owners in the building should be obtained first;

17. AND THAT the Purchasers shall not display any hoardings, placards or signboards on the terrace of the said unit or anywhere else in the said premises. It is also made expressly clear hereby that in no event the Purchasers shall be entitled to put any permanent apparatus or thing protruding outside the outermost wall of the said building.

18. AND THAT the Purchasers shall fix their name plate in front of the main door of their Flat.

19. AND THAT the Purchasers shall keep the internal portions of the said flat in good and sound conditions so as to support and protect the other parts of the building.

20. AND THAT the Purchasers shall not use stove or "chulas" in the stairs or in the common parts and shall not allow smoke to spread in the other parts.

21. AND THAT the Purchasers shall not be permitted to fix, install or run any plant and machinery in anywhere in the said flat save and except air conditioner or other electrical appliances for domestic use.

22. AND THAT the Purchasers shall have right to use and enjoy all the common areas, spaces, amenities, convenience and services etc. as described in the THIRD SCHEDULE below, equally with the other flat owners.

23.AND THAT the Purchasers shall have no claim and or right of any nature or kind over in respect of the terrace and the roof of the said building except the right of drying cloths and installing dish antenna and the Vendors and the confirming party shall have the right to make additional stories or put additional structures on the roof and or terrace as may be permitted by the Howrah Municipal Corporation or any other competent authority and such properties shall be the properties of the Vendors and the confirming party hereto who will entitle to determine the use thereof and also be entitle to dispose it of in any manner they like and that the Purchasers shall not be entitled to raise any objection or put up any claim of any nature or obstruction thereto and towards that Purchasers hereby accords their irrevocable consent but in that case the Purchasers shall have right over the ultimate roof or terrace.

**SCHEDULE - 'A'**

**(The entire property)**

All that piece and parcel of the property situated within District and District Sub Registry Office and Additional District Sub-Registry Office at Howrah, Mouja & P.S. Shibpur, Howrah Municipal Corporation Ward No. 40, Holding No. 30, Onkarmal Jetia Road measuring about 04 Cottahs 05 Chittacks Bastu land together with construction of multi storied building going thereon corresponding to J.L No. 1, Sheet No. 116 R.S Khatian 199, R.S Dag 168, is the total property for development which is butted and bounded as follows.

On the East      Onkarmal Jetia Road.

On the West                      Beyond common passage Property within  
30/1/1/A/1 and 30/1/1/11 Onkarmal Jetia Road.

On the North      Onkarmal Jetia Road.

On the South      Beyond common passage Property  
within 28/3 Onkarmal Jetia Road.

**SCHEDULE - "B"****(The description of the Flat to be sold)**

All that piece and parcel of the property situated within State of West Bengal District Howrah, District Sub Registry Office Howrah and Additional District Sub-Registry Office at Howrah, Mouja Shibpur, Post Office Shibpur, Police Station Shibpur, Howrah Municipal Corporation Ward No. 40, Holding No. 30, Onkarmal Jetia Road measuring 04 Cottahs 05 Chittacks Bastu land corresponding to J.L No. 1, Sheet No. 116 RS Khatian 199, R.S Dag 168 together with construction of multi storied building going on within which a complete residential flat No. A, on the First Floor, measuring more or less 830sq.ft including 25% super built up area along with proportionate undivided share of land and common right of using common things in a common manners specified in schedule 'C' herein below is the property under this Agreement for Sale which is butted and bounded as follows.

On the East	Flat B.
On the West	Common space
On the North	Beyond common space Onkarmal Jetia Road.
On the South	Common space

## SCHEDULE - 'C'

### (Common things)

Within the A Schedule property the following things will remain common for common enjoyments of the all the flat owners within the A Schedule property and the common things will be commonly maintained by the common expenses of all the flat, owners within the A Schedule property. The common things are the common space, open space, stair case, staircase room, roof, parapet wall on the roof, septic tank, underground water reservoir, overhead water tank, sewerage line, electric line, water line, meter space, pump space, main entrance door for ingress and egress to the A Schedule property, boundary wall of the A Schedule property with lift facility. The common things on common space or open space or staircase, staircase room, roof will be the common things for common enjoyment of all the flat owners within the A schedule property. That, all the flat owners within the A Schedule property with the help of the Developer form an Association of the flat owners and the said Association according to the formation of its rules and regulation and collecting monthly subscriptions from the flat owners within the A Schedule property will maintain the common items and or common filings as fully described herein above.



IN WITNESSES WHEREOF the Owner, the Developer and the Purchasers to this Deed of Conveyance signed the same after going through the contents very carefully and admitting the same to be written correct as per their own advice and direction on the day month and year first written above.

WITNESSES

The Owners namely Anamika  
Bhattacharya and Aniruddha  
Bhattacharya being represented by their  
constituted attorney For Ashoka Infra  
Realtors Private Limited

Director

2.

For Ashoka Infra Realtors Private  
Limited

Director

Signature of Developer

Signature of the Purchaser

Typed by me.

(Sraboni Roychowdhury)  
Shibpur, Howrah

Drafted by me

Advocate.  
Judges' Court Howrah

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the above named Purchaser(s) the above mentioned sum of **Rs. XXXXXXXX/= (Rupees XXXXXXXXXXXXXXX)** only as an advance for sale of the Said Flat/unit and Garage in terms of the Third Schedule mentioned hereinabove out of the total consideration amount of Rs. **Rs. XXXXXXXXX (Rupees XXXXXXXXXXXXXXX XXXX)**, in the manner as follows:

S.L. No.	Date	Cheque / Cash	Name of Bank & Branch	Amount
1				
2.				
3.				

**(Rupees XXXXXXXXXXXXXXX) only.**

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**DEVELOPER/CONFIRMING PARTY**

Witnesses:

1.

2.

Drafted by:

SALIL CHATTERJEE Advocate,  
Howrah Judges Court

☎ - 9804265426