

## CONVEYANCE

**THIS CONVEYANCE** made on this            day of            Two  
Thousand Twenty    (2020)

### **AMONG**

(1) **SRI PRASENJIT KAR @ SRI PRASENJIT KUMAR KAR @ SRI SAMBHU KAR (PAN-APYPK2484B)**, (2) **SRI PREMJIT KAR (PAN-ALPK7704M)**, (3) **SRI PULJIT KAR (PAN-ANMPK1376N)**, all are son of Late Panu Kar, by faith-Hindu, by nationality-Indian, by occupation-Service, residing at premises No. 40, Old Nimta Road, Post Office and Police Station-Belgharia, District-North 24 Parganas, Kolkata-700056, all Vendors represented by their constituted attorney **NIGAM CONSTRUCTION**, a proprietorship firm, having its registered office at premises No. 71, Tarun Pally, Tarun Tirtha, Ground Floor, Room No. 4, Post Office & Police Station-Belgharia, District-North 24 Paraganas, Kolkata-700056 being represented by its proprietor namely **SRI GAUTAM KAR (PAN-AMUPK9834E)**, son of Late Bimal Chandra Kar, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at 52, Dr. Shyama Prasad Mukherjee Road, Post Office & Police Station-Belgharia, District-North 24 Paraganas, Kolkata-700056, by virtue of Power of Attorneys, viz, Power of Attorney dated 07.03.2018 and registered at the office of the Additional District Sub-Registrar, Belgharia and entered into Book No. 1, Volume No. 1526-2018, Pages from 34368 to 34388, being Deed No. 152601582 for the year 2018, hereinafter referred to as the **VENDORS/LAND OWNERS** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject shall deemed to mean and include all their heirs, successors, executors, administrators and assigns) of the **FIRST PART**

### AND

(1) **XXX XXXXX XXXXX (PAN XXXXXXXXXXXXX)**, Wo/So XXX XXXX XXXX, By religion XXXX, by Nationality-Indian, by occupation-XXXXXXXXXX

(2) **XXX XXXXX XXXXX (PAN XXXXXXXXXXXXX)**, Wo/So XXX XXXX XXXX, By religion XXXX, by Nationality-Indian, by occupation-XXXXXXXXXX, both are residing at ..... hereinafter called the **"PURCHASERS"** (which expression shall unless repugnant to the

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context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**;

**AND**

**NIGAM CONSTRUCTION**, a proprietorship firm, having its registered office at premises No. 71, Tarun Pally, Tarun Tirtha, Ground Floor, Room No. 4, Post Office & Police Station-Belgharia, District-North 24 Paraganas, Kolkata-700056 and represented by its proprietor, namely, **SRI GAUTAM KAR (PAN-AMUPK9834E)**, son of Late Bimal Chandra Kar, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at 52, Dr. Shyama Prasad Mukherjee Road, Post Office & Police Station-Belgharia, District-North 24 Paraganas, Kolkata-700056, hereinafter referred to as the "**DEVELOPER/CONFIRMING PARTY**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject shall deemed to mean and include all his successors-in- office) of the **THIRD PART**;

**WHEREAS** after the partition of India a large number of residents of former East Pakistan now Bangladesh crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

**ANDWHEREAS** ALL THAT piece and parcel of Bastu land measuring 02 (two) cottahs 03 (three) chittacks 03 (three) square feet be the same a little more or less **TOGETHERWITH** structure standing thereon lying and situated at Mouza and Police Station-Belgharia, and appertaining to J.L. No. 3, R.S. No. 17, Touzi No. 178, R.S. Khatian No. 652, R.S. Dag No. 1777, Holding no. 865/2, 865 within Ward No. 26 of Kamarhati Municipality and the same is at present known and called as premises No. 40, Old Nimta Road, Post Office and Police Station-Belgharia, Kolkata-700056 originally belonged to one Guru Prasad Ghosh;

**ANDWHEREAS** the said Guru Prasad Ghosh sold, transferred and conveyed 5(five) cottahs 2(two) chittacks 13 (thirteen) square feet of bastu land to Prasenjit Kar by a registered deed of sale dated October 06, 1975 duly registered at the office of the Sub-Registrar Cossipore Dum Dum and entered into Book No. 1, Volume No. 143, Pages 278 to 280, being deed no. 8826 for the year 1975;

**AND WHEREAS** the said Prasenjit Kar while owned, seized and possessed of the said 5(five) cottahs 2 (two) chittacks 13(thirteen) square

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feet bastu land and he sold, transferred and conveyed 2(two) cottahs 15(three) chittacks 10(ten) square feet out of 5(five) cottahs 2(two) chittacks 13(thirteen) square feet land of premises No. 40, Old Nimta Road, Post Office and Police Station-Belgharia, Kolkata - 700056.

**ANDWHEREAS** the said Prasenjit Kar while owned, seized and possessed of the aforesaid 02 (two) cottahs 03 (three) chittacks 03 (three) square feet of land absolutely and free from all encumbrances duly mutates his name in the assessment register of local Kamarhati Municipality under Municipal Holding no. 865 within Ward No. 26 and the same is at present known and called as premises No. 40, Old Nimta Road, Post Office and Police Station - Belgharia, Kolkata - 700056.

**ANDWHEREAS** the said Prasenjit Kar after obtaining a building sanction plan from the Kamarhati Municipality constructed a two storied building over the aforesaid 2(two) cottahs 3(three) chittacks 3(three) square feet of land of premises No. 40, Old Nimta Road, Post Office and Police Station-Belgharia, Kolkata-700056;

**ANDWHEREAS** the said Prasenjit Kar sold, conveyed and transferred a shop room No. 3 having super built up area of 72 square feet be the same a little more or less on the south facing on the ground floor **TOGETHER WITH** proportionate share of land and common space for entrance and exit of the shop of said property to Anil Chandra Das through a registered deed of sale dated December 19, 2008 and the same was duly registered at the office of the Additional District Sub Register, Cossipore Dum Dum and entered into Book No. I , Volume No. 251, Pages 111 to 116, Being Deed No. 9872 for the year 2008 ;

**ANDWHEREAS** the said Anil Chandra Das while owned, seized and possessed of the aforesaid shop room No. 3 having super built up area of 72 square feet be the same a little more or less on the south facing on the ground floor absolutely and free from all encumbrances duly mutates his name in the assessment register of local Kamarhati Municipality under Municipal Holding no. 865/2 within Ward No. 26 and the same is at present known and called as premises no. 40, Old Nimta Road, Post Office and Police Station - Belgharia, Kolkata - 700056;

**ANDWHEREAS** the said Anil Chandra Das sold, conveyed and transferred a shop room No. 3 having super built up area of 72 square feet be the same a little more or less on the south facing on the ground floor **TOGETHER WITH** proportionate share of land and common space for entrance and exit of the shop of said property to Prasenjit kar through a registered deed of sale dated February 09, 2018 and the same

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was duly registered at the office of the Additional District Sub Register, Belgharia and entered into Book No. 1 , Volume No. 1526, Pages 19706 to 19726, Being Deed No. 152600930 for the year 2018 ;

**ANDWHEREAS** in the aforesaid manner and by virtue of the aforesaid two registered deeds of sale , viz, Deed No. 8826 for the year 1975 and deed No. 152600930 for the year 2018 the aforesaid Prasenjit kar become the absolute owner in respect of **ALL THAT** piece and parcel of land measuring 2(two) cottahs 3(three) chittacks 3(three) square feet be the same a little more or less and lying and situated at Mouza Belgharia, within the jurisdiction of the Additional District Sub Registration Office Belgharia, Police Station – Belgharia and appertaining to J.L. No. 3, R.S. No. 17, Touzi No. 178, R.S. Khatian No. 652, R.S. Dag No. 1777, Holding no. 865/2, 865 within Ward No. 26 of Kamarhati Municipality and the same is at present known and called as premises no. 40, Old Nimta Road, Post Office and Police Station – Belgharia, Kolkata – 700056 along with the structure standing thereon which is more fully and particularly described in the FIRST SCHEDULE PART-I hereunder written and owned, seized and possessed of the same absolutely and free from all encumbrances by mutating his name in the records of the local Kamarhati Municipality ;

**ANDWHEREAS** ALL THAT piece and parcel of Bastu land measuring 1(one) cottah 1(one) chittack 5(five) square feet be the same a little more or less **TOGETHER WITH** structure standing thereon lying and situated at Mouza and Police Station – Belgharia, and appertaining to J.L. No. 3, R.S. No. 17, Touzi No. 178, R.S. Khatian No. 652, R.S. Dag No. 1120/1777, Holding no. 862 within Ward No. 26 of Kamarhati Municipality and the same is at present known and called as premises no. 40, Old Nimta Road, Post Office and Police Station – Belgharia, Kolkata – 700056 originally belonged to one Guru Prasad Ghosh;

**AND WHEREAS** the said Guru Prasad Ghosh owned, seized and possessed of the aforesaid 1(one) cottah 4(four) chittacks of land absolutely and free from all encumbrances under Municipal Holding no. 862 within Ward No. 26 of local Kamarhati Municipality and the same is at present known and called as premises No. 40, Old Nimta Road, Post Office and Police Station – Belgharia, Kolkata – 700056;

**ANDWHEREAS** the said Guru Prasad Ghosh sold, transferred and conveyed 1(one) cottah 4(four) chittacks of bastu land to Panu kar by a registered deed of sale dated August 03, 1990 duly registered at the office of the Additional District Sub-Registrar Cossipore Dum Dum and entered

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into Book No. 1, volume no. 88, page 249-256, being deed no. 4019 for the year 1990;

**ANDWHEREAS** the said Panu Kar while owned, seized and possessed of the said 1(one) cottah 4(four) chittacks bastu land and he sold, transferred and conveyed 2(two) chittacks 40(forty) square feet out of 1(one) cottah 4(four) chittacks land of premises No. 40, Old Nimta Road, Post Office and Police Station – Belgharia, Kolkata – 700056;

**ANDWHEREAS** the said Panu Kar after obtaining a building sanction plan from the Kamarhati Municipality constructed a one storied building over the aforesaid 1(one) cottah 1(one) chittack 5(five) square feet of land of premises No. 40, Old Nimta Road, Post Office and Police Station – Belgharia, Kolkata – 700056;

**ANDWHEREAS** while owned, seized and possessed of the said property in the aforesaid manner the said Panu Kar died intestate on March 07, 2012 leaving his three sons, viz, Prasenjit Kar, Premjit Kar and Puijit Kar as his legal heirs and successors in terms of the provisions of Section 8 of the Hindu Succession Act, 1956 ;

**ANDWHEREAS** in view of the death of the said Panu Kar , the aforesaid Prasenjit Kar, Premjit Kar and Puijit Kar became the joint owners of the aforesaid land measuring 1(one) cottah 1(one) chittack 5(five) square feet with structure standing thereon which is more fully and particularly described in the FIRST SCHEDULE PART-II hereunder written and by the way of inheritance and owned, seized and possessed of the same absolutely and free from all encumbrances and hindrances by mutating their names in the record of the local Kamarhati Municipality;

**ANDWHEREAS** the aforesaid bastu land measuring 1(one) cottah 1(one) chittack 5(five) square feet be the same a little more or less at Mouza and Police Station – Belgharia, appurtenant to J.L. No. 3, R.S. No. 17, Touzi No. 178, R.S. Khatian No. 652 R.S. Dag No. 1120/1777, holding no. 862, ward no. 26 of Kamarhati Municipality, being premises no. 40, old Nimta Road Post Office and Police Station – Belgharia, District – North 24 Parganas, Pin – 700056 belonging to Prasenjit Kar, Premjit Kar and Puijit Kar, the Vendor/Land owner no. 1,2,3 herein is situated by the side of the land measuring 2(two) cottahs 3(three) chittacks 3(three) square feet be the same a little more or less and lying and situated at Mouza Belgharia, J.L. No. 3, R.S. No. 17, Touzi No. 178, R.S. Dag Nos. 1777 & 1120/1777, under R.S. Khatian No. 652, L.R. Dag No. 1120/1777, L.R. Khatian Nos. 4584, 4587 & 4588 within the local limits of Ward No. 26 Kamarhati Municipality having Holding No. 865, Premises No. 40, Old Nimta Road, Kolkata-700056, within the jurisdiction of the

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*Prasenjit Kar*  
Proprietor



office of the Additional District Sub registry Office at Belgharia, District North 24 Pargana.

**ANDWHEREAS** the **LANDOWNERS** herein are being desirous to raise a G+IV storied building over the first schedule land has applied before the municipal authorities of Kamarhati Municipality for sanctioning a building plan of a multi storied building over the said property ;

**ANDWHEREAS** the said Prasenjit Kar, Premjit Kar and Puijit Kar, the Vendor/Land owner Nos. 1,2 and 3 herein entered into a Development Agreement with the Promoter herein on March 07, 2018 for the purpose of constructing a G+IV storied building over plot of land measuring 1(one) cottah 1(one) chittack 5(five) square feet and 2(two) cottahs 3(three) chittacks 3(three) square feet be the same a little more or less being premises no. 40, Old Nimta Road, Post Office and Police Station- Belgharia, Kolkata-700056 upon amalgamation of the same with the adjacent plot which is more fully described in 'FIRST SCHEDULE PART - I & II' hereunder written and the same was duly registered at the office of the Additional District Sub-Registrar Belgharia and entered into Book No. I, Volume No. 1526, pages from 35012 to 35045, being no. 152601563 for the year 2018;

**ANDWHEREAS** the said Prasenjit Kar, Premjit Kar and Puijit Kar,, the Vendor/Land owner no. 1, 2 and 3 herein also executed a General Power of Attorney in favour of the proprietor of the Developer/Confirming Party herein for the purpose of promotional work in respect of the property described in 'FIRST SCHEDULE PART - I & II' hereunder written and the same was duly registered at the office of the Additional District Sub-Registrar, Belgharia and entered into Book No. I, Volume No. 1526, Pages - 34368 to 34388, being Deed No. 152601582 for the year 2018;

**ANDWHEREAS** the Vendor/Land owner no. 1, 2 and 3 decided to amalgamate both the plots belonging to them in order to create a new large plot of 3(three) cottahs 4(four) chittacks 8(eight) square feet be the same a little more or less and for the said purpose they applied before the municipal authorities of Kamarhati Municipality;

**ANDWHEREAS** the municipal authorities of Kamarhati Municipality by their amalgamation certificate dated January 16, 2019 (issued in view of the decision arrived at the meeting of the Board of Councilors dated January 03, 2019) amalgamated both the plots belonging to the Vendor/Land owner nos. 1, 2 and 3 and the new holding no. 865 at present the said property is known and called as premises No. 40, Old

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Nimta Road, Post Office and Police Station–Belgharia, District–North 24 Paraganas, Pin-700056;

**ANDWHEREAS** the Vendors/Land owners thereafter obtained a building sanction plan from the authorities of local Kamarhati Municipality for raising a multi-storied building over the land measuring 3(three) cottahs 4(four) chittacks 8(eight) square feet be the same a little more or less being the land described in FIRST SCHEDULE PART I & II hereunder written through plan no. 488/18-19 dated April 06, 2019.

**ANDWHEREAS** the Purchasers herein of the Second Part after taking inspection in respect of the title of the land, Sanction Plan and its Design and Drawing and other specification whatsoever satisfied themselves desire to purchase a **ALL THAT** a self contained and independent flat being **Flat No.** ..... on the .....Floor (..... **Portion**) measuring a **Carpet Area** of ..... **Sq. Ft.** (.....**Sq. Ft. Covered Area**) with marble floor with the common rights and facilities on the ground floor of the said G+IV Storied building known as and called as **“OXIZEN TOWER”** be the same a little more or less consisting of .... (...) Bedrooms, ....(.....) toilet, ....(.....) balcony, ....(.....) kitchen cum dining/drawing with undivided proportionate share of the land underneath as described in the **SCHEDULE “A”** written hereinabove, lying under Kamarhati Municipality, being premises No. 40, Old Nimta Road, Post Office Belgharia, Police Station–Belgharia, District North 24 Paragans, Kolkata-700056, being Municipal Holding No. 865 of Ward No. 26 of Kamarhati Municipality under the Jurisdiction Registrar of Assurence at Kolkata, District Registrar at Barasat, Additional District Sub-Registration Office at Belgharia in the District of North 24 Parganas.

**ANDWHEREAS** the party of the Second Part/the Purchasers herein intend to purchase a self contained **ALL THAT** a self contained and independent flat being **Flat No.** ..... on the .....Floor (..... **Portion**) measuring a **Carpet Area** of ..... **Sq. Ft.** (.....**Sq. Ft. Covered Area**) with marble floor with the common rights and facilities on the ground floor of the said G+IV Storied building known as and called as **“OXIZEN TOWER”** be the same a little more or less consisting of .... (...) Bedrooms, ....(.....) toilet,

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.....(.....) balcony, .....(....) kitchen cum dining/drawing with undivided proportionate share of the land underneath as described in the **SCHEDULE "A"** written hereinabove, lying under Kamarhati Municipality, being premises No. 40, Old Nimta Road, Post Office Belgharia, Police Station-Belgharia, District North 24 Paragans, Kolkata-700056, being Municipal Holding No. 865 of Ward No. 26 of Kamarhati Municipality under the Jurisdiction Registrar of Assurance at Kolkata, District Registrar at Barasat, Additional District Sub-Registration Office at Belgharia in the District of North 24 Parganas and the Party of the First Part & Third Part has agreed to sell the sell out of Developer's Allocation morefully and particularly described in the Second Schedule hereunder and hereinafter referred as the 'Said Flat' together with undivided common areas, stairs, Lift, facilities & amenities appended thereto at and for a total consideration of **Rs. XXXXXXXXX/- (Rupees XXXXXXXXXXXXXXXX)** only free from all encumbrances and accordingly both the parties herein entered into a Agreement for Sale free from all encumbrances.

**NOW THIS INDENTURE WITNESSETH** in pursuance of the said Agreement and in consideration of the sum of **Rs. XXXXXXXXXXXXX/- (Rupees XXXXXXXXXXXXXXXX)** only paid by the Purchasers to Developer on or before execution of these presents (the receipts whereof the Developer doth hereby admit and acknowledge and the Developer do and each of them doth hereby confirm, acquit, release and forever discharge the Purchasers as well as the said **ALL THAT** a self contained and independent flat being **Flat No. ....** on the .....Floor (..... **Portion**) measuring a **Carpet Area** of ..... **Sq. Ft. (.....Sq. Ft. Covered Area)** with marble floor with the common rights and facilities on the ground floor of the said G+IV Storied building known as and called as "**OXIZEN TOWER**" be the same a little more or less consisting of .... (....) Bedrooms, ....(.....) toilet, .....(.....) balcony, .....(....) kitchen cum dining/drawing with undivided proportionate share of the land underneath as described in the

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**SCHEDULE "A"** written hereinabove, lying under Kamarhati Municipality, being premises No. 40, Old Nimta Road, Post Office Belgharia, Police Station-Belgharia, District North 24 Paragans, Kolkata-700056, being Municipal Holding No. 865 of Ward No. 26 of Kamarhati Municipality under the Jurisdiction Registrar of Assurence at Kolkata, District Registrar at Barasat, Additional District Sub-Registration Office at Belgharia in the District of North 24 Parganas hereby sold and conveyed the Developer do and each of them doth hereby grant, transfer and convey **ALL THAT** a self contained and independent flat being **Flat No. ....** on the .....Floor (**..... Portion**) measuring a **Carpet Area** of ..... **Sq. Ft.** (**.....Sq. Ft. Covered Area**) with marble floor with the common rights and facilities on the ground floor of the said G+IV Storied building known as and called as **"OXIZEN TOWER"** be the same a little more or less consisting of .... (....) Bedrooms, ....(.....) toilet, ....(.....) balcony, ....(....) kitchen cum dining/drawing with undivided proportionate share of the land underneath as described in the **SCHEDULE "A"** written hereinabove, lying under Kamarhati Municipality, being premises No. 40, Old Nimta Road, Post Office Belgharia, Police Station-Belgharia, District North 24 Paragans, Kolkata-700056, being Municipal Holding No. 865 of Ward No. 26 of Kamarhati Municipality under the Jurisdiction Registrar of Assurence at Kolkata, District Registrar at Barasat, Additional District Sub-Registration Office at Belgharia in the District of North 24 Parganas out of the First Schedule property alongwith the undivided proportionate share in the land on which the said **Flat No. .... on the ..... (..... Portion)** is erected or built and to use the common areas and facilities mentioned in the Third Schedule hereto and subject to bear and pay proportionate share of the liabilities and obligations mentioned in the Fourth Schedule and subject to and on the terms and conditions contained in the Schedule hereto, free from all encumbrances **TO HAVE AND TO HOLD** the said entire **Flat No. .... on the ..... (..... Portion)** unto and to use of the Purchasers absolutely and forever **PROVIDED HOWEVER** that notwithstanding anything contained herein (including the Schedule

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hereunder written) **AND** subject to the provisions hereinbefore contained and without prejudice to the same the Developer do hereby covenant with the Purchaser that the Developer have good right, full power and absolute authority to grant, convey, transfer and assure the said **Flat No. .... on the ..... (..... Portion)** and every part thereof unto the Purchasers in the manner aforesaid but subject to the terms, obligations and conditions herein contained and that the Purchasers shall or may all times hereinbefore peaceably and quietly possess and enjoy the same and every part thereof according to the terms herein contained and such as therein provided to receive and realize the rents, issues and profits thereof without any eviction, interruption, claim and demand whatsoever by the Developer or any person claiming lawfully or equitably through under or in trust for him or them **AND** the Developer do further covenant with the Purchasers that the Developer and all persons having or lawfully or equitably claiming through under or in trust for the Developer as aforesaid shall and will time to time and at all times hereinafter at the request and costs of the Purchaser cause to be done or executed all such acts, matters and things whatsoever for further better and more perfectly assuring the said **Flat No. .... on the ..... (..... Portion)** and every part thereof unto the Purchasers in the manner and subject to the terms, obligations and conditions herein contained as shall or may be reasonably required **AND ALSO** the Developer do hereby covenant with the Purchasers that the Developer herein will upon every reasonable request of the Purchasers and at the costs of the Purchasers produce for inspection the documents of title relating to the **Flat No. .... on the ..... (..... Portion)** hereby sold and furnish such copies or extract therefrom as the Purchasers may require and will keep the said documents safe uncanceled and undefaced. The Purchasers agreed that this registered Deed will be forced subject to Clearings of all Dues. The Purchasers do and each them doth hereby covenant with the Vendor that

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they shall observe, perform and comply with all terms, conditions and covenants mentioned in the several Schedule written hereunder and declare and confirm that they have purchased the property subject to all matters written hereunder.

**NOW IT IS FURTHER AGREED AND DECLARED** by and between the Vendor and the Purchasers as follows :-

1. The Purchasers shall be liable to pay directly to the Kamarhati Municipality and/or other appropriate authorities and to contribute in proportion to the floor area of the said **Flat No. .... on the ..... (..... Portion)** hereby conveyed to them towards or in the accounts of the payment of the municipal taxes and other outgoings payable in respect of the said and/or the said premises and in cases where the said payment shall not be made directly to the Kamarhati Municipality and/or any statutory authorities aforesaid the same shall be made over by the purchasers to the Owners/Developers of the other Flats of the buildings for the said purpose represented as a body by an Association or Society of the purchasers of the flats of the said building of the said purpose. The owners of the other flats of the Association when formed shall have the right of realization of their dues from their if the same is in arrear through the proper Court of Law. The costs of the maintenance of the common areas and facilities of the said land and building as defined in Section 3D of the West Bengal Apartment Ownership Act, 1972 as amended upto date be borne by the purchasers with all other owners of the other flats in proportion to the covered area of the said flat and in the event of non-payment dues from the purchasers may be released by the owners of the other flats of the said building or by the Association or Society when formed in like manner as aforesaid.

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Proprietor

2. The Purchasers shall have full and absolute ownership and proprietary rights and interests in the said flat except that of demolishing committing waste of the said flat of the said building or any part thereof in any manner so as to effect the Vendor or other Owners who have already purchased or acquired or may hereafter purchase or acquire similar proprietary rights and interest in any flat as covered by these presents.
3. The Purchasers shall be the absolute owners of the said **Flat No. .... on the .... (..... Portion)** and shall have further right to sell, mortgage, let out, lease out or transfer by way of gift or otherwise alienate the whole or any part or portion of the said **Flat No. .... on the .... (..... Portion)** hereby conveyed without the consent of the Vendor/Developer herein or any other owner or owners of other flats of the said building.
4. The Purchasers will have right of undivided share and interests in the said soil of land morefully described in the First Schedule hereunder written shall remain joint for ever with the Owners of other Flats of the said building, it being hereby further declared that the interest in the said soil or the said plot of land is impartible.

**FIRST SCHEDULE PART I ABOVE REFERRED TO :**

**ALL THAT** piece and parcel of land underneath measuring about 2 (two) Chottahs 3 (three) Chittaks 3 (three) Square feet more or less **TOGETHER WITH** a residential two storied building (G+1) having cemented floor and residential covered area of 600 (six hundred) Square Feet structure standing thereon along with all ease mentary rights over the adjacent common passages of the said property and lying and situated at Premises No. 40, Old Nimta Road, Post Offic - Belgharia, Police Station - Belgharia, District North 24 Paragans, Pin -700056, Mouza Belgharia, viz (erstwhile village Belgharia), comprised in part of J.L. No. 3, R.S. No. 17, Touzi No. 178, R.S. Dag No. 1777, under R.S. Khatian No. 652, together with right to take electric connection, water

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pipes connection, cable, sewer and drain being Municipal Holding No. 865/2 of Ward No. 26 of Kamarhati Municipality and within the jurisdiction of the office of the Additional District Sub registry Office at Belgharia and which is being butted and bounded as follows :

- ON THE NORTH BY** : Property of prasenjit Kar  
**ON THE SOUTH BY** : 23 feet Old Nimta Road  
**ON THE EAST BY** : House of Swadhin Kar  
**ON THE WEST BY** : Property of Mira Kundu

**FIRST SCHEDULE PART II ABOVE REFERRED TO :**

**ALL THAT** piece and parcel of land underneath measuring about 1 (one) Chottah 1 (one) Chittak 5 (five) Square feet more or less **TOGETHER WITH** a residential one storied building having cemented floor and residential covered area of 700 (seven hundred) Square Feet structure standing thereon along with all easementary rights over the adjacent common passages of the said property and lying and situated at Premises No. 40, Old Nimta Road, Post Office-Belgharia, Police Station-Belgharia, District North 24 Paragans, Kolkata-700056, Mouza-Belgharia, viz (erstwhile village Belgharia), comprised in part of J.L. No. 3, R.S. No. 17, Touzi No. 178, R.S. Dag No. 1120/1777, under R.S. Khatian No. 652, together with right to take electric connection, water pipes connection, cable, sewer and drain being Municipal Holding No. 862 of Ward No. 26 of Kamarhati Municipality and within the jurisdiction of the office of the Additional District Sub registry Office at Belgharia and which is being butted and bounded as follows :

- ON THE NORTH BY** : House of Others  
**ON THE SOUTH BY** : 24 feet Common Passage thereafter Property of Prasenjit Kar  
**ON THE EAST BY** : House of Swadhin Kar  
**ON THE WEST BY** : Property of Mira Kundu.

**FIRST SCHEDULE PART III ABOVE REFERRED TO :**

**(AMALGAMATED PROPERTY)**

**ALL THAT** piece and parcel of land underneath measuring about 03 (three) cottahs 04 (four) chhattack 08 (eight) square feet be the same a little more or less together with G+IV Storied building to be constructed known as "**OXIZEN TOWER**" appertaining to Mouza-Belgharia comprised in part of J.L. No. 3, R.S. No. 17, Touzi No. 178, R.S. Dag Nos. 1777 & 1120/1777, under R.S. Khatian No. 652, L.R. Dag No.

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*Prasenjit Kar*  
 Proprietor

1120/1777, L.R. Khatian Nos. 4584, 4587 & 4588 within the local limits of Ward No. 26 Kamarhati Municipality having Holding No. 865, Premises No. 40, Old Nimta Road, Kolkata-700056, within the jurisdiction of the office of the Additional District Sub registry Office at Belgharia, District North 24 Parganas and which is being butted and bounded as follows :

**ON THE NORTH BY** : By Others Property;  
**ON THE SOUTH BY** : 23 feet Old Nimta Road;  
**ON THE EAST BY** : House of Swadhin Kar;  
**ON THE WEST BY** : Property of Rita Kundu.

**SECOND SCHEDULE ABOVE REFERRED TO :**

**ALL THAT** a self contained and independent flat being **Flat No. ....** on the .....Floor (..... Portion) measuring a **Carpet Area** of ..... **Sq. Ft.** (.....**Sq. Ft. Covered Area**) with marble floor with the common rights and facilities on the ground floor of the said G+IV Storied building known as and called as **"OXIZEN TOWER"** be the same a little more or less consisting of .... (....) Bedrooms, ....(.....) toilet, ....(.....) balcony, ....(....) kitchen cum dining/drawing with undivided proportionate share of the land underneath as described in the **FIRST SCHEDULE PART III** written hereinabove, lying under Kamarhati Municipality, being premises No. 40, Old Nimta Road, Post Office Belgharia, Police Station-Belgharia, Kolkata-700056, being Municipal Holding No. 865 of Ward No. 26 of Kamarhati Municipality under the Jurisdiction Registrar of Assurance at Kolkata, District Registrar at Barasat, Additional District Sub-Registration Office at Belgharia in the District of North 24 Parganas along with proportionate undivided share of land underneath and all common areas, Lift facilities, amenities and easement rights and sketch map or plan showing border **"RED"** is annexed herewith and is a part of this Deed.

**THIRD SCHEDULE ABOVE REFERRED TO**

**(COMMON PARTS/ PORTIONS)**

**Common parts/portions described in this Deed of Conveyance shall mean:-**

1. The foundations, columns, girders, beam, supports, main walls, corridor, stairs and entrance and exist, the roof of the building along with roof right and main gate and common passage.

NIGAM CONSTRUCTION

*(Signature)*

Proprietor



2. All drainage and sewerage lines and other installations except only those installed within the exclusive area of any flat and/or exclusively for its use.
3. Staircase, lobbies/unless it is exclusively attached to the Flat/on all the floors, including installations.
4. Electric and electrical wiring and other fittings (excluding only those installed within the exclusive area of any flat and/or exclusively for its use). The Purchasers also paid the agreed amount relating to installation, electricity separately in common meter box.
5. 24 hours Water Supply from Water pump, water pump space, overhead water tank, water reservoir, deep tube well together with all common plumbing installations for carriage of water (save only those exclusively within and for the exclusive use of any flat) septic tank proportionate spaces around the building.
6. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces on or about the land and the building as may be necessary for passage to and/or user the Flats in common by the Co-Owner/S.
7. Lift & Lift Machine Room.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**The Purchasers will bear the expenses mentioned hereunder :**

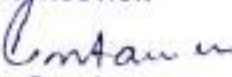
1. The expenses of maintaining, repairing redecorating of the main structure and the outer side of the building and in particular the gutter, rain water pipes and electric wires in under or upon the building and to enjoyed or used in common with the occupiers, Purchasers of other flats and the main entrance passage, landings and staircase of the building as enjoyed in common with the occupiers of other flats in the said building.

NIGAM CONSTRUCTION

*Constance W.*  
Proprietor

2. The Municipal Taxes including Surcharge and/or other outgoings, levies etc. for ..... Floor Flat will be paid by the Purchasers from the date of possession or from the date of registration of the flat whichever is earlier.
3. The cost of clearing and lighting the passage, landings, staircase etc. and other parts of the building.
4. The salaries of Jamadars, Care-taker, officers, Clerks, Bill Collectors, Chowkidars, Sweepers, Electricians, Plumbers and other employees.
5. The cost of working and maintenance of pumps and of common lights, service charge.
6. All expenses of common service and in connection with common areas and facilities.
7. Such other expenses as are necessary or incidental for the maintenance upkeep of the premises.

NIGAM CONSTRUCTION

  
Proprietor



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

**SIGNED, SEALED & DELIVERED**

by the Parties at Kolkata

in the presence of :-

**WITNESSES :-**

1.

(Constitute Attorney of SRI PRASENJIT KAR  
@ SRI PRASENJIT KUMAR KAR @ SRI  
SAMBHU KAR, SRI PREMJIT KAR & SRI  
PULJIT KAR)

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**SIGNATURE OF THE OWNERS/VENDORS**

2.

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**SIGNATURE OF THE PURCHASERS**  
NIGAM CONSTRUCTION

*Constantin*  
Proprietor

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**SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY**

**Drafted by me :-**

NIGAM CONSTRUCTION

*Constantin*  
Proprietor

## MEMO OF CONSIDERATION

RECEIVED of and from the above mentioned Purchasers the within mentioned sum of **Rs. XXXXXXXXXXXXX/- (Rupees XXXXXXXXXXXXX)** only as full and final consideration AS per terms of these presents, as per memo given below :-

### MEMO

Cheque No.	Date	Bank	Branch	Amount
				Rs.
				Rs.
				Rs.
Total				<b>Rs. XXXXXXXXXXXX</b>

(Rupees XXXXXXXXXXXXXXXXXXXXXXX) only

### WITNESSES :-

1.

2.

NIGAM CONSTRUCTION

*Carntan a*  
Proprietor

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**SIGNATURE OF THE DEVELOPER**