

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this _____ day of
Two Thousand and Nineteen (2019).

B E T W E E N

(1) **SMT. SWAPNA MALAKAR**, having PAN – AOQPM4099F, wife of Sri Narayan Chandra Malakar, by occupation – Housewife and (2) **SRI NARAYAN CHANDRA MALAKAR**, having PAN – AOQPM4098E, son of Late Nibaran Chandra Malakar, by occupation - Business, both by faith - Hindu, by Nationality - Indian, both are residing at 4 No. Khalishakota Pally, P.O. Rajbari, P.S. Dum Dum, Kolkata – 700 081, Dist. North 24-Parganas, hereinafter called as the "**VENDORS**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

The Vendors herein are represented by their constituted Attorney **DREAM DEVELOPER**, having PAN – AAOFD2731K, a Partnership Firm, having its Principal place of business at 40/1, Jessore Road, City Mall Market, Ground Floor, P. O. Rajbari, P. S. Airport, Kolkata - 700 081, Dist. North 24-Parganas, represented by its Partners viz. (1) **SRI ASHIM MALAKAR**, having PAN – ANEPM7282K, son of Late Suklal Malakar, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 2½ No. Airport Gate, Motilal Colony, P. O. Rajbari, P.S. Dum Dum, Kolkata – 700 081, District North 24-Parganas and (2) **SRI BARUN SAHA**, having PAN – APMPS8297Q, son of Sri Birendra Nath Saha, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 10/6, Pulin Avenue, P. O. Rajbari, P. S. Dum Dum, Kolkata - 700 081, District North 24-Parganas by virtue of a Development Power of Attorney dated 20th day of April, 2018 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2018, Pages from 162822 to 162844, Being No. 150603483 for the year 2018.

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DREAM DEVELOPER, having PAN – AAOFD2731K, a Partnership Firm, having its Principal place of business at 40/1, Jessore Road, City Mall Market, Ground Floor, P. O. Rajbari, P. S. Airport, Kolkata - 700 081, Dist. North 24-Parganas, represented by its Partners viz. (1) **SRI ASHIM MALAKAR**, having PAN – ANEPM7282K, son of Late Suklal Malakar, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 2½ No. Airport Gate, Motilal Colony, P. O. Rajbari, P.S. Dum Dum, Kolkata – 700 081, District North 24-Parganas and (2) **SRI BARUN SAHA**, having PAN – APMPS8297Q, son of Sri Birendra Nath Saha, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 10/6, Pulin Avenue, P. O. Rajbari, P. S. Dum Dum, Kolkata - 700 081, District North 24-Parganas, hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Partners for the time being and the heirs and successors in its office and assigns) of the **SECOND PART**.

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(1) _____, son / wife / daughter of _____, by faith - _____, by Nationality - Indian, by occupation - _____, residing at _____ and (2) _____, son / wife / daughter of _____, by faith - _____, by Nationality - Indian, by occupation - _____, residing at _____

---, hereinafter called as the "**PURCHASER(S)**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS the Vendor No. 1 Smt. Swapna Malakar purchased a plot of land measuring an area of 9 (nine) Cottahs 7 (seven) Chittacks more or less but presently as per physical measurement 5 (five) Cottahs 5 (five) Chittacks 2.5 (two point five) sq. ft. more or less (after deduction of Road and others) lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in Dag No. 1849 & 1847, under Khatian No. 355, 354, within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, presently in the District of North 24-Parganas, which is morefully mentioned in the Part - I of the First Schedule hereunder written from Sri Nibaran Chandra Malakar by virtue of one Deed of Bengali Saf Bikray Kobala duly registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 104, pages 106 to 109, Being No. 5442, for the year 1980 against valuable consideration mentioned thereon.

AND WHEREAS by virtue of aforesaid Saf Bikray Kobala, the Vendor No. 1 Smt. Swapna Malakar became the sole and absolute owner of the said property and mutated her name in the records of local North Dum Dum Municipality and obtained Holding No. 309, K. K. Pally and is paying municipal taxes in her name as absolute owner and occupier thereof and is now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same as the Vendor No. 1 Smt. Swapna Malakar will think fit and proper.

AND WHEREAS the Vendors herein Smt. Swapna Malakar and Sri Narayan Chandra Malakar jointly purchased a piece and parcel of a plot of land measuring an area of 4 (four) Cottahs 6 (six) sq. ft. more or less including passage lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under R. S. Khatian No. 342, within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, presently in the District of North 24-Parganas which is morefully mentioned in the Part - II of the First Schedule hereunder written from Sri Saibal Dasgupta by virtue of one Deed of Conveyance duly registered before the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 61, pages 299 to 320, Being No. 2829, for the year 1990 against valuable

consideration mentioned thereon, where Sri Parimal Datta and others signed therein as the Confirming Party

AND WHEREAS by virtue of aforesaid Deed of Conveyance the Vendors herein became the joint owners of the said property and mutated their names in the records of local North Dum Dum Municipality and obtained Holding No. 150 (1338), Chandpur Pally and are paying municipal taxes in their names as absolute owners and occupiers thereof and are now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same as the Vendors shall think fit and proper

AND WHEREAS the Vendors herein Smt. Swapna Malakar and Sri Narayan Chandra Malakar jointly purchased a piece and parcel of a plot of land measuring an area of 4 (four) Cottahs 9 (nine) Chittacks 41 (forty one) sq. ft. more or less including passage lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under R. S. Khatian No. 342, within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, presently in the District of North 24-Parganas, which is morefully mentioned in the Part - III of the First Schedule hereunder written from Sri Saibal Dasgupta by virtue of one Deed of Conveyance duly registered before the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 61, pages 321 to 340, Being No. 2830, for the year 1990 against valuable consideration mentioned thereon, where Sri Parimal Datta and others signed therein as the Confirming Party

AND WHEREAS by virtue of aforesaid Deed of Conveyance the Vendors herein became the joint owners of the said property and mutated their names in the records of local North Dum Dum Municipality and obtained Holding No. 149 (1337), Chandpur Pally and are paying municipal taxes in their names as absolute owners and occupiers thereof and are now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with absolute right to sell, convey and transfer the same as the Vendors shall think fit and proper

AND WHEREAS the Vendors herein Smt. Swapna Malakar and Sri Narayan Chandra Malakar jointly purchased a piece and parcel of a plot of land measuring an area of 4 (four) Cottahs 32 25 (thirty two point two five) sq. ft. more or less including passage as per physical measurement 4 (four) Cottahs 22.5 (twenty two point five) sq. ft. more or less lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under R. S. Khatian No. 342, within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, presently in the District of North 24-Parganas, which is morefully mentioned in the Part - IV of the First Schedule hereunder written from Sri Saibal Dasgupta by virtue of one Deed of Bengali

Saf Bikray Kobala duly registered before the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 13, pages 357 to 368, Being No. 3384, for the year 1990 against valuable consideration mentioned thereon.

AND WHEREAS by virtue of aforesaid Deed of Conveyance the Vendors herein became the joint owners of the said property and mutated their names in the records of local North Dum Dum Municipality and obtained Holding No. 148 (1335), Chandpur Pally and are paying municipal taxes in their names as absolute owners and occupiers thereof and are now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same as the Vendors shall think fit and proper.

AND WHEREAS the Vendor No. 1 Smt. Swapna Malakar purchased a plot of land measuring an area of 2 (two) Cottahs more or less, lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under Khatian No. 342, within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, presently in the District of North 24-Parganas which is morefully mentioned in the Part - V of the First Schedule hereunder written from Sri Saibal Dasgupta by virtue of one Deed of Bengali Saf Bikray Kobala duly registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 121, pages 381 to 392, Being No. 5159, for the year 1991 against valuable consideration mentioned thereon.

AND WHEREAS by virtue of aforesaid Saf Bikray Kobala, the Vendor No. 1 Smt. Swapna Malakar became the sole and absolute owners of the said property and mutated her name in the records of local North Dum Dum Municipality and obtained Holding No. 42 (1425), K. K. Pally and is paying municipal taxes in her name as absolute owner and occupier thereof and is now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with absolute right title and interest to sell, convey and transfer the same as the Vendor No. 1 Smt. Swapna Malakar will think fit and proper.

AND WHEREAS the Vendor No. 1 Smt. Swapna Malakar purchased a plot of land measuring an area of 1 (one) Cottah 15 (fifteen) Chittacks 38 (thirty eight) sq. ft. more or less, lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under Khatian No. 342, within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, presently in the District of North 24-Parganas, which is morefully mentioned in the Part - VI of the First Schedule hereunder written from Smt. Anjali Rani Dey by virtue of one Deed of Bengali Saf Bikray Kobala duly registered before the Sub-Registrar at Cossipore Dum

Dum and recorded in Book No. 1, Volume No. 112, pages 191 to 202, Being No. 4157, for the year 1987 against valuable consideration mentioned thereon.

AND WHEREAS by virtue of aforesaid Saf Bikray Kobala, the Vendor No. 1 Smt. Swapna Malakar became the sole and absolute owner of the said property and mutated her name in the records of local North Dum Dum Municipality and obtained Holding No. 155 (1472), Chandpur Pally and is paying municipal taxes in her name as absolute owner and occupier thereof and is now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with absolute right title and interest to sell, convey and transfer the same

AND WHEREAS in that circumstances, the Vendors herein became the joint owners of the specific land as per physical measurement 21 (Twenty One) Cottahs 6 (Six) Chittacks 32 (Thirty Two) Sq. ft. more or less, morefully mentioned in the Part - VII of the First Schedule hereunder written and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Vendors will think fit and proper.

AND WHEREAS with a view to develop the aforesaid plot of land by raising construction of several numbers of multi storied buildings consisting of several self contained flats and / or units, the Vendors herein entered into a registered Development Agreements dated 20.04.2018, with the Developer herein under some terms and conditions mentioned which was duly registered before the Additional District Sub-Registrar at Cossipore Dum Dum, and recorded in Book No. 1, Volume No. 1506-2018, Pages 162423 to 162456, Being No. 150603472 for the year 2018 and the Vendors herein also executed one Development Power of Attorney dated 20.04.2018, duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2018, Pages from 162822 to 162844, Being No. 150603483 for the year 2018 empowering the Developer to do all acts, deeds and things in respect of the said property on their behalf and to construct and complete the said building as well as to sell, convey and transfer the Developer's Allocated units of the proposed building to any intending buyer or buyers as the Developer will think fit and proper

AND WHEREAS in terms of the said Development Agreements and Development Power of Attorney, the Developer herein obtained a Building Sanctioned Plan vide No. ----- dated ----- -- from the concerned North Dum Dum Municipality and started construction on the same which is now completed in all respect and in habitable nature together with the facilities of water and electricity connection

AND WHEREAS the Vendor and the Developer herein have agreed to sell and the Purchaser agreed to purchase one Flat No. _____, on the _____ Floor, at _____ side, measuring super built-up area of _____ Sq.ft. more or less of the said building including all the easement right and other rights, common facilities of the said building and all appurtenances of the said property more fully and particularly described in the Schedule B hereunder written together with right to use common parts, areas, facilities and amenities whatsoever at the said building, free from all encumbrances together with undivided proportionate share or interest in the land at or for the total consideration of Rs. _____/- (Rupees _____) only.

NOW THESE INDENTURE WITNESSETH that pursuant to said Agreement and in consideration of a total sum of Rs. _____/- (Rupees _____) only paid by the Purchaser to the Vendor and Developer (the receipt whereof the Vendor and the Developer doth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the Purchaser his heirs, executors, administrators and representatives and /or assigns free from all encumbrances, whatsoever as also the flat hereby intended to be sold and transferred by the Vendor and the Developer do hereby absolutely and indefeasibly grant, convey, sell, transfer, assign and assure unto and in favour of the Purchaser ALL THAT the piece and parcel of a residential one Flat No. _____, on the _____ Floor, at _____ side, measuring super built-up area of _____ Sq.ft. more or less morefully described in the Schedule 'B' written hereinafter with undivided proportionate share and interest of the land of the building of the Schedule 'A' hereunder written along with all proportionate right, title and interest in all common areas, facilities, including easements and passages morefully described in the Schedule 'C' written hereinafter and also the other rights and facilities as per provisions of the West Bengal Apartment Ownership Act, 1972 along with common liabilities morefully described in Schedule 'D' written hereinafter and rights and obligations TO ENTER INTO AND TO HAVE AND TO HOLD, OWN POSSESS AND ENJOY the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with the rights and appurtenances thereto or in connection therewith unto and to the use of the Purchaser, his heirs, executors, administrators, representatives and covenants with the Purchaser his heirs, executors, administrators, representatives and / or assigns that and / or assigns forever free from all encumbrances and the Vendor and the Developer do and each of them doth hereby indemnify and promise to keep the Purchaser indemnified against encumbrances claim, liens, etc. whatsoever created or suffered by the Vendor and the Developer for themselves, their heirs, executors, administrators and representatives and covenants with the Purchaser his heirs, executors, administrators and representatives and / or assigns that notwithstanding any act, deed or thing whatsoever made or suffered by the Vendor by any of his predecessors and predecessors in title, done or executed or knowingly suffered to the contrary the Vendor at all material times hereto before and now had / have good right, full power, absolute authority and indefeasible title to grant, sale, convey, transfer, assign and assure the said flat hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser his heirs, executors,

administrators, representatives and / or assigns in the manner aforesaid AND THAT the Purchaser his heirs, executors, administrators, representatives and / or assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property or every part thereof and receive the rents, issues and profits thereof without any lawful eviction hindrances and interruption disturbances, claim or demands, whatsoever from or by the Vendor and the Developer or any person or persons lawfully or equitably claiming any right, title and interest thereof from under or in trust for them or from or under any of their predecessors in title and that free and clear, freely and clearly absolutely acquired, exonerated and released or otherwise by and at the costs and expenses of the Vendor and the Developer sufficiently save indemnify from against and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor and the Developer or any of their predecessors in title.

AND THAT the Vendor and the Developer and the Purchaser herein agreed and declare as follows -

The Vendor and the Developer declare that they have not entered into any agreement with anybody for sale of the said flat hereby sold and transferred.

The Vendor and the Developer have not received any notice from any authority and declare that the said flat is not affected by any Notice or Scheme of the North Dum Dum Municipal Authority or the Government or any other Public Body or Bodies and further declare that at present the said flat is not affected by any Notice of acquisition or requisition by any authority.

The Purchaser herein shall be entitled to use and enjoy the common passage leading to the said building for ingress to and egress from the said flat.

The Purchaser herein will be entitled to make and effect necessary repairs, additions, alterations, modification, plastering and white washing of inside walls of the said flat at his own cost including all other things required for proper and beneficial use and enjoyment of the said flat without affecting other flat of the said building.

The Purchaser shall and may at all times hereafter peacefully and equitably hold, posses and enjoy the said flat and each and every part thereof forever and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand and from or by the Vendor and the Developer or his heirs, executors, administrators, representatives and or assigns and / or successors in office.

The Vendor and the Developer have delivered absolute peaceful vacant possession of the said flat fully described in Schedule 'B' hereinafter written to the Purchaser on execution and registration of this Deed of Conveyance.

The Common area are staircase, electric room, drains, roof wall, all side spaces, back spaces, passages, paths, drains etc.

AND it is further agreed and declared amongst the Parties as follows

The Purchaser shall be liable to make payment of all the rates and taxes in respect of the said flat hereby conveyed to the municipal authorities or other appropriate authority on and from the date of the said purchase. If however any Association of owners of the flats of the said

premises is formed, the Purchaser shall be entitled to make payment of the same through the said Association, if so decided and / or agreed to from the date of formation of the said Association.

2. The Purchaser shall have all the estate right, title, interest, property claim whatsoever of the Vendor and the Developer had or have in respect of the said flat free from all encumbrances and attachments whatsoever save and except the rights of demolition or committing waste in respect of the said flat or the said property in any manner so as to affect the Vendor and the Developer or other co-owners who have acquired or may hereafter purchase or acquire similar property rights in respect of the other flats and that the Purchaser shall have the right, title and interest in respect of the proportionate share of and in the said property and enjoy the same with other co-owners who have acquired similar right, title and interest in the said property.
3. The Purchaser shall also be entitled to sell, mortgage, lease out or otherwise alienate the said flat hereby conveyed subject to the terms herein contained to any one without the consent of the Vendor and the Developer or any other co-owners who may have acquired before or hereafter any right, title or interest similar to those acquired by the Purchaser under the terms of this conveyance.
4. The Purchaser shall use and / or maintain repair, replace reconstruct all common items at the proportionate cost of all the co-owners of the said property.
5. Subject to the provisions of the agreement the Vendor and the Developer and their heirs, executors, administrators, representatives and / or assigns and or successors in office shall and will from time to time hereafter, upon the request and cost of the Purchaser and his heirs, administrators, representatives and / or assigns do execute and cause to be done and executed all such deeds, acts and things whatsoever for further or more perfectly assuring the title of the said flat with all appurtenances and amenities and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or any reasonably be required and the Vendor and his executors, administrators, representatives and or assigns shall at all times hereafter upon the request of the Purchaser and his heirs, executors, administrators, representatives and / or assigns cause to be produced and file all deeds and documents relating to the said flat including the land conveyed herein.
6. The Purchaser shall bear and pay the maintenance and repairing cost of the roof and roof walls and the outer walls of the building according to their proportionate share.

WHILE using the said unit or any part thereof or the common parts or the common portions the Purchaser shall not do any of the following acts, deeds and things.

1. Insurance, harm or damage the common parts or the common portions or any other units of the said building, by making any alteration withdrawing any support or otherwise.
2. Alter any outer portion elevation or colour scheme of the said unit or the said building.
3. Throw or accumulate or cause to be thrown or accumulated dirt, rubbish of the said unit in the common parts or the common portions save at the place indicated therefor.

THE REFERRED 'A' TO ABOVE REFERRED TO

PART - I

ALL THAT piece and parcel of a plot of land measuring an area of 9 (nine) Cottahs 7 (seven) Chittacks more or less but after deduction of Road area and others as per final physical measurement 5 (five) Cottahs 5 (five) Chittacks 2.5 (two point five) sq. ft. more or less (Road area : 1 Cottah 9 Chittacks) lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in Dag No. 1849 & 1847, under Khatian No. 355, 354, being Holding No. 309, K. K. Pally, Ward No. 28 (Old) 19 (New), within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, in the District of North 24-Parganas and the said plot is butted and bounded as follows : -

<u>ON THE NORTH</u>	:	Land under C. S. Dag No. 2115
<u>ON THE SOUTH</u>	:	15' ft. wide Road and land under Dag No. 1847 & 1849
<u>ON THE EAST</u>	:	Land under Dag No. 1847 & 1849.
<u>ON THE WEST</u>	:	Plot No. 'A'

PART - II

ALL THAT piece and parcel of a plot of land measuring an area of 4 (four) Cottahs 6 (six) sq. ft. more or less including passage lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under R. S. Khatian No. 342, being Holding No. 150 (1338), Chandpur Pally, Ward No. 28 (Old) 19 (New), within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, in the District of North 24-Parganas and the said plot is butted and bounded as follows : -

<u>ON THE NORTH</u>	:	Plot No. 'A'
<u>ON THE SOUTH</u>	:	Plot No. 'C'
<u>ON THE EAST</u>	:	Plot No. 7.
<u>ON THE WEST</u>	:	Land of C. S. Dag No. 1846.

PART - III

ALL THAT piece and parcel of a plot of land measuring an area of 4 (four) Cottahs 9 (nine) Chittacks 41 (forty one) sq. ft. more or less including passage lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under R. S. Khatian No. 342, being Holding No. 149 (1337), Chandpur Pally Ward No. 28 (Old) 19 (New), within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, in the District of North 24-Parganas and the said plot is butted and bounded as follows : -

<u>ON THE NORTH</u>	:	Land under C. S. Dag No. 2114, Road and C. S. Dag No. 2115.
<u>ON THE SOUTH</u>	:	Plot No. B.
<u>ON THE EAST</u>	:	Plot No. 8 & 9.
<u>ON THE WEST</u>	:	Land of C. S. Dag No. 1846.

PART - IV

ALL THAT piece and parcel of a plot of land measuring an area of 4 (four) Cottahs 32 25 (thirty two point two five) sq. ft. more or less including passage as per physical measurement 4 (four) Cottahs 22 5 (twenty two point five) sq. ft. more or less, lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under R. S. Khatian No. 342, being Holding No. 148 (1335), Chandpur Pally, Ward No. 28 (Old) 19 (New), within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, in the District of North 24-Parganas and the said plot is butted and bounded as follows :-

<u>ON THE NORTH</u>	Plot No. B, land of owners and 15' ft Road
<u>ON THE SOUTH</u>	Dag No. 2147
<u>ON THE EAST</u>	Plot No. 6
<u>ON THE WEST</u>	Land of Dag No. 1846

PART - V

ALL THAT piece and parcel of a plot of land measuring an area of 2 (two) Cottahs more or less, lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under Khatian No. 342, being Holding No. 42 (1425), K. K. Pally Ward No. 28 (Old) 19 (New), within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, in the District of North 24-Parganas and the said plot is butted and bounded as follows :-

<u>ON THE NORTH</u>	Dag No. 1806/2115.
<u>ON THE SOUTH</u>	Dag No. 1806/2115.
<u>ON THE EAST</u>	15' ft. wide Road.
<u>ON THE WEST</u>	N. C. Malakar

PART - VI

ALL THAT piece and parcel of a plot of land measuring an area of 1 (one) Cottah 15 (fifteen) Chittacks 38 (thirty eight) sq. ft. more or less, lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under Khatian No. 342, being Holding No. 155 (1472), Chandpur Pally, Ward No. 28 (Old) 19 (New), within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, in the District of North 24-Parganas and the said plot is butted and bounded as follows :-

<u>ON THE NORTH</u>	Land of owners.
<u>ON THE SOUTH</u>	Land of owners.
<u>ON THE EAST</u>	15' ft. wide Road.
<u>ON THE WEST</u>	Land of owners.

PART - VII

(Description of the total property)

ALL THAT piece and parcel of total plot of land as per physical measurement 21 (Twenty One) Cottahs 6 (Six) Chittacks 32 (Thirty Two) Sq.ft. more or less together with under construction of multi-storied buildings standing thereon being Amalgamated Holding No. , Chandpur Pally, lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag

No 1849 & 1847, 1806/2115, under R. S. Khatian No. 342, 355, 354, New Modified Khatian No. 3799, 3800, Ward No. 28 (Old) 19 (New), within the jurisdiction of Dum Dum Police Station within the local limits of North Dum Dum Municipality, in the District of North 24-Parganas and the said plot is butted and bounded as follows :-

<u>ON THE NORTH</u>	: 15' ft. wide Road, R. S. Dag No. 1806/2115
<u>ON THE SOUTH</u>	: 15' ft. wide Road & Belghoria Express Highway & Service Road.
<u>ON THE EAST</u>	: 16' ft. wide Road & R. S. Dag No. 1806/2115
<u>ON THE WEST</u>	: R. S. Dag No. 1846 (Property of Narayan Chandra Malakar & Swapna Malakar)

THE SCHEDULE 'B' ABOVE REFERRED TO

(DESCRIPTION OF THE PROPERTY HEREBY CONVEYED)

ALL THAT piece and parcel of one Flat No. _____, on the _____ Floor, at _____ side measuring super built-up area of _____ Square feet, consisting of _____ Bed Rooms, _____ Dining cum Drawing, _____ Kitchen, _____ Toilet and _____ Balcony with Tiles Flooring AND Lift facilities of the said building, together with undivided proportionate and impartible share of land and interest of the Schedule 'A' land and also right to use main entrance, passage, stair case, landing underground and overhead water reservoir, water line and pump, electric wiring, telephone line, septic tank etc. and to affix antenna over the roof and enjoy the common areas including uninterrupted user and enjoyment of the roof along with right to easement in all common parts and areas and the relevant Map or Plan of the said flat is annexed hereto and thereon coloured RED which is the part of this Deed.

THE SCHEDULE 'C' ABOVE REFERRED TO :

(COMMON AREAS AND FACILITIES)

1. The Open space means open area in front of the building and other sides of the building, covered space, electrical, plumbing, sanitary and other installations of common utility and other common parts.
2. Maintenance, gate, boundary walls, lift, stair case, top roof for only use right, landings, lobbies, passages, stair case room, underground water reservoir, overhead water tank, pipe lines, drainage, sewers, septic tank, rain water pipes, supply of water for 24 hours, fixtures, fittings, water pump, motor, pump room and lighting of common areas, common meter.
3. The foundation columns, girders, beams, supports, main walls, the main gate of the premises and the landings to the building and stair case.
4. Septic tank sock pits and the sewerage thereto connected
5. All other arrears facilities and amenities in the premises, which are intended for common use

1. All costs of maintenance, operating, replacing, white washing, painting, rebuilding, construction, decorating, redecorating and lighting the common parts and also the outer walls of the building.
2. Municipal Taxes of Multi storied building and other outgoing expenses save those separately assessed on the respective flats.
3. Costs and charges of establishment for maintenance of the building.
4. All expenses referred to shall be proportionate borne by the Co-Purchaser on and from the date of taking possession and occupation of his respective flats but the Purchaser shall not be liable to bear such charge in respect of unsold flat.

IN WITNESS WHEREOF all the Vendor and the Developer and Purchaser hereto have set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the Parties at Kolkata in the

Presence of -

1.

As the constituted Attorney of -
 (1) SMT. SWAPNA MALAKAR, and (2)
SRI NARAYAN CHANDRA MALAKAR,

 SIGNATURE OF THE VENDORS

2.

 SIGNATURE OF THE DEVELOPER

Drafted by -

 SIGNATURE OF THE PURCHASER

RECEIVED of and from the within named Purchaser within mentioned sum of Rs. _____/-
 (Rupees _____) only as total consideration