

**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**, **Aadhaar No. 887025981433**, 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**, **Aadhaar No. 716920162836** 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.

**A N D**

**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**, **Aadhaar No. 887025981433**, 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**, **Aadhaar No. 716920162836** 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**.

**A N D**

(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. I, 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. I, 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. 890 of 2019 - 2020 dated 12-03-2020 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 carpet 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 carpet 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 WHEREAS** the Vendors / Developer are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land free from all encumbrances and liabilities whatsoever that notwithstanding any deed, matter or things whatsoever by the Vendors / Developer done or executed or caused to be done or executed knowingly suffered to the contrary. The Vendors / Developer have good right, transfer, assign and assure all that singular undivided share or interest in the said premises or grant, sold, conveyed, transferred, assign and / or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid according to the meaning and true intent of these presents free from all encumbrances and without any hindrance eviction, interruption, disturbance, claims or demands whatsoever. That the Vendors / Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers do acknowledge execute and perform al such further and other lawful reasonable acts, deeds, conveyances, matters and things whatsoever for further

better and more perfectly assuring the right, title of the said Flat of the said multi storied building particularly mentioned.

**2. THE PURCHASERS SHALL BE ENTITLED AND / OR RIGHTS AS MENTIONED HEREIN :**

- a) The said self contained Flat being No. ----- on the ----- Floor, ----- side of the building having Carpet Area ----- Sq.ft. more or less of which Covered area ----- more or less.
- b) To use all common facilities, common areas, comprised in the said Flat and the said land so the existing facilities including septic tank could not be disturbed in any way by other flat owners and all the owners shall have to maintain it in proper manner.
- c) To use and / or extend the electric line and / or connection of such manner in respect of the aforesaid flat described in the Schedule "C" hereunder written.
- d) To use, occupy and enjoy and / or deal with the Flat being No. ----- on the ----- Floor, ---- ----- side of the building having Carpet Area ----- Sq.ft. more or less of which Covered area ----- more or less of the said multi storied building particularly mentioned in the Schedule "C" hereunder written. Schedule "C" hereunder written. Schedule "B" hereunder written as an absolute owner thereof subject to the terms and conditions as hereinbefore stated.

**3. THE VENDORS / DEVELOPER AND THE PURCHASERS AGREE AND CONVEYANCE WITH EACH OTHER AS FOLLOWS :**

- a) All costs and expenses for replacement and enlargement or alteration and / or in the part of existing water tank, other fittings of any part whereof or replacement or expansion thereof which are used or useable shall be common incurred by the Purchasers proportionately with the other owners or occupiers of the said Multi storied building.
- b) The Vendors and the Purchasers and or the person authorized by the Purchasers occupying the said Flat being No. ----- on the ----- Floor, ----- side of the building having Carpet Area ----- Sq.ft. more or less of which Covered area ----- more or less shall be liable to keep all the common areas of the said Building including all paths, passages, staircase, lobbies, lift etc. maintaining a proper condition and shall also bear and pay proportionate expenses in respect thereof. The Purchasers or their agents and assigns shall not in any way obstruct or caused to be obstructed the common passage roof or staircase of the said Building and shall not do or caused to be done or allowed in any acts, deeds, matters and things whereby the use and enjoyment of the common parts, common amenities and covenants of the said building to be in any way, prejudicially affected.
- c) The Purchasers shall repair the interior of the said Flat but not affect the exterior of the said Multi storied building. Without the consent of the Vendors / Developer and / or other Flat / Flat Owners.
- d) Purchasers shall not pull down or demolish the structure in any way so, as the Flat is not separately assessed.
- e) The Purchasers shall not store anything of combustible and inflammable and explosive articles which may cause danger, nuisance and annoyance to the other Flat / Flat owners.
- f) The Purchasers shall have liberty and full power to grant, sale, gift, lease, convey, transfer, let-out, mortgage, assign and assure the said premises again rents of the Schedule "B" of the property ins the said premises.
- g) The Purchasers shall not claim any partition of the said land described in the Schedule "A" on which the said Multi storied Building. Constructed and / or which the Proportionate undivided share or interest in the land hereby sold and conveyed to the Purchasers.
- h) The Purchasers shall not use the said flat in such manner which may or likely to cause nuisance or annoyance of the Other occupiers in the said building and the Vendors / Developer shall not use the said building for any illegal or immoral purpose which will cause nuisance or annoyance to the residents of the said building.

**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 : -

- ON THE NORTH** : Land under C. S. Dag No. 2115.  
**ON THE SOUTH** : 15' ft. wide Road and land under Dag No. 1847 & 1849.  
**ON THE EAST** : Land under Dag No. 1847 & 1849.  
**ON THE WEST** : 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 : -

- ON THE NORTH** : Plot No. 'A'.  
**ON THE SOUTH** : Plot No. 'C'  
**ON THE EAST** : Plot No. 7.  
**ON THE WEST** : 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 : -

- ON THE NORTH** : Land under C. S. Dag No. 2114, Road and C. S. Dag No. 2115.  
**ON THE SOUTH** : Plot No. B.  
**ON THE EAST** : Plot No. 8 & 9.  
**ON THE WEST** : 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 : -

**ON THE NORTH** : Plot No. B, land of owners and 15' ft. Road  
**ON THE SOUTH** : Dag No. 2147.  
**ON THE EAST** : Plot No. 6.  
**ON THE WEST** : 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 : -

**ON THE NORTH** : Dag No. 1806/2115.  
**ON THE SOUTH** : Dag No. 1806/2115.  
**ON THE EAST** : 15' ft. wide Road.  
**ON THE WEST** : 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 : -

**ON THE NORTH** : Land of owners.  
**ON THE SOUTH** : Land of owners.  
**ON THE EAST** : 15' ft. wide Road.  
**ON THE WEST** : 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. 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 : -

**ON THE NORTH** : 15' ft. wide Road, R. S. Dag No. 1806/2115.  
**ON THE SOUTH** : 15' ft. wide Road & Belghoria Express Highway & Service Road.  
**ON THE EAST** : 16' ft. wide Road & R. S. Dag No. 1806/2115

**ON THE WEST** : R. S. Dag No. 1846 (Property of Narayan Chandra  
Malakar & Swapna Malakar)

**THE SCHEDULE 'B' ABOVE REERRED TO**  
**(DESCRIPTION OF THE PROPERTY HEREBY CONVEYED)**

**ALL THAT** piece and parcel of one Flat No. \_\_\_\_\_, on the \_\_\_\_\_ **Floor**, at \_\_\_\_\_ side, measuring **carpet** 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.

**NOW THIS AGREEMENT WITNESETH AS FOLLOWS :**

1. The sale consideration of the Schedule property is fixed at Rs.-----/- (Rupees -----) only
2. The Purchasers shall use the flat only for the residential purpose only.
3. The payment of Rs.-----/- (Rupees -----) only is paid by the Purchasers to the Developer / Confirming Party / Seller at the time of booking of the said Flat via Online Transfer (IMPS) Rs.-----/- (Rupees -----) only will be paid within -----
4. The balance payment of Rs.-----/- (Rupees -----) only will be paid by the Purchasers via Bank Loan to the Developer / Confirming Party / Seller along with GST.

The consideration for the purchase of the Flat TOGETHER WITH undivided impartible proportionate share a land have agreed to be paid shall be payable by the Purchaser to the Developer in the following manner :

- a) 25% of total value will be paid by the Purchasers to the Developer at the time of execution of this agreement.
  - b) 30% of total value will be paid after completion of roof casting
  - c) 20% of total value will be paid after completion of brick work.
  - d) 20% of total value will be paid after completion of Flooring, plastering and electrical wiring.
  - e) Balance 5% of total value will be paid by the Purchaser to the Developer at the time of taking physical possession of the concerned Flat.
5. The DEVELOPER / CONFIRMING PARTY / SELLER confirms with the Purchasers that he / she / they has / have not entered into any deed of sale, mortgage or exchange whatsoever with any other person relating to the Schedule Property of this Agreement.
  6. The DEVELOPER / CONFIRMING PARTY / SELLER hereby assures the Purchaser that he / she / they has / have absolute power to convey the same and there are no encumbrances, liens, charges, Government dues, attachments, acquisition or requisition, proceedings etc.
  7. The DEVELOPER / CONFIRMING PARTY / SELLER agrees to put the Purchaser in absolute and vacant possession of the schedule property after executing the sale deed and registering the same in the jurisdictional Sub-Registrar's Office.
  8. The DEVELOPER / CONFIRMING PARTY / SELLER has specifically agreed and covenants the Purchaser that he / she / they shall and all acts, deeds and things which are necessary and requisite to convey absolute and marketable title in respect of the schedule property in favour of the Purchasers or his / their nominee.

9. IT IS AGREED between the Parties that all expenses towards Stamp Duty, Registration charges & ensuing Taxes shall be borne by the Purchaser only & the registration process will be done by the Lawyer of the Developer.
10. The Purchaser shall have the right to nominate or assign his/their right under this agreement to pay person / persons of his / their choice and the SELLER shall execute the Sale Deed as per terms and conditions of this agreement in favour of the Purchaser or his / their nominee or assignee.
11. Flat will be handed over after all the payments are cleared i.e. total valuation of flat, all taxes (GST)
12. The Purchasers shall be liable to pay municipal taxes for the said flat to the concerned authorities.
13. The Developer shall bring the personal electric meter from C.E.S.C. Ltd. in the Purchasers name for which the purchaser has / have to pay to the Developer. Also Mother Meter (Common) & Lift Meter installation charges shall be paid by the purchaser to the Developer with proportionate share among all the flat holders.
14. CARPET area means covered area + proportionate share of stair case along with 20% additional service area jointly calculated.
15. Final sale amount will be calculated after final measurement of the said Flat.

15. Specification of work :

STRUCTURES	Will be R.C.C. Column, Beams and R.C.C. Pillar, Cement being used – Dalimia DSP/ACC/Konark & Iron Rod ISI mark 500+ TMT Bar
BRICK WORK	Will be done by NKP/BBS No. 1/Special Bricks with 8", 5", 3" thickness.
FLOORING	Will be Marble or Vitrified Tiles of virtuous quality.
DOOR / WINDOW	Will be Flush door of virtuous quality / Iron with Aluminium & Glass Windows.
KITCHEN	Walls will be covered with 3 feet Digital Tiles of good quality Kitchen slab will be of Granite & Black Stone with Steel Sink.
BATH ROOM / WASH ROOM	Walls will be covered with 6 feet Digital Tiles of good quality all fittings will be of good quality as per availability in market.
WALLS	Walls will be covered 3 Quote Putty Burger / Birla.
ELECTRIC	Concealed electric wiring, meter fittings, points and Modular switches for Bed Room, dining / living, kitchen and toilet. All wiring will be done with ISI mark Wires (Mescab/Finolex)
EXTRA WORK	Any extra work has to be decided by our authorized Engineer. Such additional / alteration work will be charged extra & will be borne by the Purchaser. All extra work amount has to be cleared before taking possession of the said 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 money of the said flat as per Memo of consideration below.

**MEMO OF CONSIDERATION**

Cash/

Cheque No.     D a t e                                     B a n k & B r a n c h                                     A m o u n t

**WITNESSES**

1.

2.

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SIGNATURE OF THE DEVELOPER