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Stamp Paid

Registrar u/s 7 (2)
North 24 Parganas, Barisal
(D. S. R. - II)

North 24 Parganas, Barisal,
(D. S. R. - II)
- 8 DEC 1999

STAMP AFFIXED BY

STAMP SUPERINTENDENT
BARISAL COLLECTORATE

THIS INDENTURE made this 8th day of December, 1999

(One thousand Nine Hundred Ninety Nine) A.D. 14.16.41.746

Deficit Stamp duty Rs. 57160

Stamp paid on

as per Banker's Cheque/Demand Draft

No. 250024-678/62

date of 12.12.1999

Register u/s 7 (2)

North 24 Parganas, Barisal

(D. S. R. - II)

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B. By an Indenture of conveyance dated 19th day of August, 1949 made between Ram Coowar Bangur, Naraindas Bangur, Gobind Lal Bangur, Gokul Chand Bangur and Narsingdas Bangur, the partners of the said firm Messrs. Mugneeram Bangur and company therein jointly called the vendors of the one part and One Amalgamated Development Limited therein called the Purchaser of the other part and registered at Cossipore Dum Dum Sub-Registration Office in Book No. I, Volume No. 54 at pages 1 to 52 Being No. 3423 for the year 1949 the said Ram Coowar Bangur and four others for the consideration therein mentioned granted sold transferred and conveyed unto the said Amalgamated Development Limited all that a piece or parcel of land being C.S. Plot (Dag) Nos. 1274/1332, 1295 and 1296 of Mouza Krishnapur .

C. The said Amalgamated Development Limited has since properly developed the said land namely C.S. Plot (Dag) Nos. 1274/1332, 1295 and 1296 and other contiguous lands being to it by opening out and constructing roads and drains along side the said roads and divided the lands into several blocks and further sub-divided into small self contained building sites or plots according to Scheme Plan and numbered the Scheme Plots consecutively as 1, 2, 3 etc. for identification and named the whole scheme as 'Bangur Avenue' .

D. According to development Scheme Plan as aforesaid the Scheme Plot No. 81, Block- "A" of Bangur Avenue measuring an area of 5 cottahs 10 chittacks and 14 square feet comprised in part of C.S. Plot (Dag) Nos. 1274/1332,

1295 and 1296 of Mouza Krishnapur was formed .

E. On revisional survey Settlement the land comprised in C.S. Plot (Dag) No. 1274/1332¹²⁹⁵ and 1296 of Mouza Krishnapore have since been transferred to Mouza Shyamnagar, J.L. No. 32/20, Police Station Dum Dum. (Now Lake Town due to division of Mouza Krishnapore and the said C.S. Plot (Dag) Nos. 1274/1332, 1295 and 1296 were changed and renumbered .

F. By an Conveyance dated the 16th day of July, 1958 made between the said Amalgamated Development Limited therein called the Vendor of the one part and one Ila Maity therein called the Purchaser of the other part and Registered at the Cossipore Dum Dum Sub-Registration Office in Book No. I, Volume No. 179 at pages 88 to 96 Being No. 5260 for the year 1958 the said Amalgamated Development Limited for and in consideration therein mentioned granted sold transferred and conveyed upto the said Smt. Ila Maity All That a piece or parcel of vacant land hereditaments and premises measuring an area of 5 cottahs 10 chittaks and 14 square feet be the same a little more or less being scheme Plot No. 81 of Block- 'A' of Bangur Avenue, Calcutta 700 055 comprising in part of C.S. Plot (Dag) Nos. 1274/1332, 1295 and 1296 of Mouza Krishnapore as fully and specifically described in the Schedule thereunder written and delineated in the map or plan annexed thereto and thereon bordered in 'Pink' Lines .

G. The said Smt. Ila Maity thereafter started erection of dwelling house on the Western portion of the said plot

of land P-81 of Block-'A' of Bangur Avenue (Calcutta - 700 055) according to sanctioned building plan of the South Dum Dum Municipality leaving a piece or vacant land measuring an area of 1 Cottah 8 Chittaks more or less .

H. By a conveyance dated the 24th day of June, 1964 registered at the Office of the Sub-Registrar Cossipore Dum Dum in Book No. I, Volume No. 79, at pages 65 to 69, Being No. 5075 for the year 1964, the said Smt. Ila Maity for the consideration therein mentioned indefeasibly conveyed to her sister Smt. Gaeta Maity All That a piece or parcel of land measuring an area of 4 cottahs 2 chittacks and 14 Square Feet be the same a little more or less together with incomplete building thereon standing situate and lying on the Western Portion of plot No. 81 of Block- 'A' of Bangur Avenue (Calcutta - 700 055) as fully described in the Schedule thereunder written with condition to recovery the same if and when the said Smt. Ila Maity would repay the said consideration money .

I. By a conveyance registered at the Office of the Cossipore Dum Dum Sub-Registration Office in Book No. I, Volume No. 61 at pages 296 to 300 Being No. 4913 for the year 1968, the said Smt. Ila Maity for consideration therein 1 and conveyed to one Bimal Ghosh All That vacant land 'ng an area of 1 Cottah and 8 Chittaks be the same a 1. 'e or less situate and lying on the Eastern portion t No. 81 as fully described the Schedule an and delineated in the map or plan annexed shown as Lot A and thereon bordered in

J. By a conveyance dated the 14th day of July, 1971 made between the said Smt. Geeta Maity and Smt. Ila Maity and registered at the Alipore District Registration Office in Book No. I , Volume No. 83 at Pages 16 to 19 Being No. 2347 for the year 1971 the said Geeta Maity on getting back the said consideration money reconveyed in favour of the said Smt. Ila Maity All That the said property being piece or parcel of land measuring an area of 4 cottahs 2 chittacks and 14 square feet be the same a little more or less together with the brick built dwelling house thereon standing situate and lying at and being demarcated Western portion of Scheme Plot No. 81 of Block- 'A' of Bangur Avenue, Calcutta- 700 055 as fully described in the schedule thereunder written.

K. The said Smt. Ila Maity with a view to sell the said property being land measuring an area of 4 cottahs 2 chittacks and 14 square feet together with the building thereon standing situated on the Western portion of Scheme Plot No. 81 divided the said property into two distinct demarcated lots or portions according to Scheme Plan, the demarcated Eastern portion containing land an area of 1 cottah 11 chittacks and 18 square feet be the same a little more or less together with brick built construction structure thereon standing marked and shown as lot 'B' and the demarcated Western portion thereof containing land area of 2 cottahs 6 chittacks and 3 square feet be the same a little more or less together with brick built construction/structure thereon standing was marked and shown as Lot 'C' in the Plan annexed thereto .

L. By an Indenture of conveyance dated 6th day of March, 1972 and made between the said Smt. Ila Maity therein called the Vendor of the First Part and One Saroj Ranjan Maity therein called the Confirming Party of the Second Part and One Rina Guha therein called the Purchaser of the Third part and Registered at the Alipore District Registration Office in Book No. I, Volume No. 21 at Pages 43 to 52 Being No. 744 for the year 1972 for the consideration therein mentioned granted sold transferred and conveyed unto the said Rina Guha All That brick built construction/dwelling house together with the piece or parcel of land thereunto belonging on part whereof the same is erected or built containing an area of 2 Cottahs 6 Chittacks and 3 square feet be the same a little more or less situate and lying at and being Western portion of Plot No. 81 of Block- "A" of Bangur Avenue, Calcutta- 700 055 being Western part of Municipal Holding No. 366(formerly No. 363) of Bangur Avenue comprised in part of C.S. Plot (Dag) Nos. 1274/1332, 1295 and 1296 of Mouza Krishnapore more fully and particularly described in the Schedule thereunder written and delineated in the map or plan annexed thereto and thereon marked and shown as Lot 'C' and thereon bordered in 'RED' lines .

M. By an Indenture of conveyance dated 6th day of March 1972 and made between the said Ila Maity therein called the Vendor of the First Part the said Sri Saroj Ranjan Maity therein called the Confirming Party of the Second Part and one Bimal Kumar Bhattacharjee therein called the Purchaser of the Third part and Registered at the Alipore District Registration Office. in Book No. I, Volume No. 29 at pages 31 to 35 Being No. 745 for the year 1972 the said -

Smt. Ila Maity for the consideration therein mentioned granted sold transferred and conveyed unto the said Bimal Kumar Bhattacharjee All That brick built construction/dwelling house together with the piece or parcel of land there unto belonging on part thereof the same is erected or built containing an area of 1 Cottah 11 Chittacks and 18 Square feet be the same a little more or less situate and lying at and being Eastern portion of Plot No. 81 of Block-"A" of Bangur Avenue, Calcutta- 700 055 being Eastern part of Municipal Holding No. 366 (formerly No. 263) of Bangur Avenue comprised in part of C.S. Plot (Dag) Nos. 1274/1332, 1295 and 1296 of Mouza- Krishnapore more particularly described in the Schedule there- under written and delineated in the map or plan annexed thereto and thereon marked and shown as Lot 'B' and thereon bordered in 'RED' lines.

N. By an Indenture of conveyance dated 21st day of January 1993 made between the said Bimal Kumar Bhattacharjee therein called the vendor of the One Part and the said Sri Debabrata Sen the vendor herein therein called the purchaser of the other part and registered at the Bidhan Nagar (Salt Lake City) Sub-Registration Office in Book No. I, Being No. 369 for the year 1993 the said Bimal Kumar Bhattacharjee for the consideration therein mentioned granted sold transferred and conveyed unto the said Sri Debabrata Sen the vendor herein All That two storeyed brick built building together with the piece or parcel of land thereunto belonging whereon or on part whereof the same is erected built containing by measurement an area of 1 cottah 11 chittacks and 18 square feet more or less situate and lying at and being eastern portion of Plot No. 81 of Block-"A" of Bangur Avenue, Calcutta- 700 055 being Eastern

Eastern part of Municipal Holding No. 99 (formerly 366 prior thereto 263) of Bangur Avenue comprising in part of C.S. Plot (Dag) Nos. 1274/1332, 1295 and 1296 more particularly described in the Schedule thereunder as well as hereunder written and delineated in the map or plan annexed thereto and thereon marked and shown as Lot 'B' and thereon bordered in RED lines.

O. By an another Indenture of conveyance dated 19th day of May, 1993 made between the said Smt. Rina Guha therein called the Vendor of the One Part and the said Sri Debabrata Sen the Vendor herein therein called the purchaser of the other part and registered at the Bidhan Nagar (Salt Lake City) Sub-Registration Office in Book No. I Being No. 3877 for the year 1993 the said Smt. Rina Guha for the consideration therein mentioned sold transferred and conveyed unto the said Sri Debabrata Sen the Vendor herein All That two storeyed brick built building together with the piece or parcel of land thereunto belonging whereon or on part whereof the same is erected and built containing an area of 2 cottahs 6 chittacks and 3 square feet be the same a little more or less situate and lying at and being Western portion of Plot No. 81 of Block- 'A' of Bangur Avenue (Calcutta- 700 055) being Municipal Holding No. 98 (formerly No. 366 Prior thereto 263) of Bangur Avenue comprised in part of C.S. Plot (Dag) Nos. 1274/1332, 1295 and 1296 more particularly described in the Schedule thereunder as well as hereunder written and delineated in the map or plan annexed thereto and thereon marked and shown as Lot 'C' and thereon bordered in 'RED' lines.

P. Thus the said Sri Debabrata Sen became absolutely seised and possessed of and otherwise well and sufficiently entitled to the Plot of land marked as Lot 'B' and Lot 'C' being Plot No. 81 of Block-'A' of Bangur Avenue, Calcutta- 700 055 under Lake Town Police Station in the district of North 24-Parganas.

Q. After his purchases as aforesaid, the said Sri Debabrata Sen the Vendor herein got his name mutated as the owner of the said Plot No.81 of Block- 'A' of Bangur Avenue Marked as Lot- 'B' & Lot 'C' .

R. On the Application of the said Vendor the South Dum Dum Municipality amalgamated the said two portions of the said Plot of land marked as Lot 'B' and Lot 'C' and on such amalgamation the said Plot No. was numbered as 81 of Block- 'A' of Bangur Avenue (Calcutta- 700 055) and a new Holding numbered was given as 98 & 99 of Bangur Avenue .

S. The Vendor got a building plan in the name of the Vendor or sanction by the South Dum Dum Municipality being Plan No. 916 dated 18.02.1997 the construction of five-storeyed building for the present in the said property.

T. The sanctioned building plan comprised of self contained flats, shops, garage and other commercial spaces in the ground floor .

U. The Vendor decided to sell the flats or apartments in the said building on ownership basis .

V. The Vendor also decided to sell shops, car parking space and other commercial spaces or godown spaces on the ground floor of the said building .

W. The Purchaser has taken inspection of the layout plan and has made himself acquainted with marketable title of the vendor for purchasing the flat in the said building .

AND WHEREAS the said vendor due to his necessity of money intends to sell out the above mentioned flat being premises No. 81 Bangur Avenue, Calcutta- 700 055 on 4th floor measuring super built up area 1720 Sq.ft. together with undivided proportionate share and interest in the land described in the Schedule "A" & "D" herein written for the consideration of Rs. 4,98,800/- (Rupees Four Lakh ninety eight thousand eight hundred only) and the said flat described in the Schedule 'D' hereunder written, the purchaser who has agreed to purchase the same on the above mentioned consideration .

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 4,98,800/- (Rupees Four Lakh ninety eight thousand eight hundred only) of the lawful money paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor, do hereby admit, acknowledge) and all and from the payment of and discharge the purchaser and also the said Unit with common parts and proportionate and the easement right and the Vendor do hereby grant, convey, transfer, assure and assign unto in favour of the purchaser all that flat being premises on the 4th floor containing of an area as stated in the Schedule built up area 1720 Sq.ft. the said Unit described in the Schedule 'D' hereunder written and all that undivided proportionate share and interest in the land in which the said unit is situated being a portion

of Premises No. 81 Bangur Avenue, Calcutta- 700 055 being Municipal Holding No. 98 and 99 within the jurisdiction of South Dum Dum Municipality described in the Schedule "A" hereunder written with right of common parts in common with other owners/occupiers of the said building hereunder referred as common parts and also the right to use the common proportionate share with the co-owners subject to the limited and restricted right to the user of roof TO HAVE AND TO HOLD the said flat on the 4th floor at premises No. 81 Bangur Avenue, Calcutta- 700 055 undivided proportionate share or right and interest of the land described in the Schedule "b" hereunder written and hereby granted sold, conveyed or transferred with the common parts for the vendor has good right, full power absolute authority and indefeasible title to grant, convey, sell and transfer, assign and assure the said property hereby granted, sold and transferred and conveyed or expressed or entitled so to be unto and to the use of the Purchaser and the purchaser shall and may at all times hereafter possible and quietly possess and enjoy the said flat measuring super built up area measuring 1720 Sq.ft. and every part thereof and received rents, uses and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor or any person or persons lawful or equitable claiming from under or in trust for other and the vendor shall and will from time to time at all times hereafter at the request and cost of the purchaser, heirs, executors, administrators, representatives do and execute or caused to be done or execute all such acts, deeds and things whatsoever for further better and more perfectly assuring the said unit every part thereof

unto and to the use of the purchaser according to the true intent and meaning of this deed as shall or may be reasonably required and the said unit and the undivided proportionate share of the said land including common portion, the common parts, common easement right, paths and passages and all other properties hereby conveyed in the said building are freed discharged from and against all manner of encumbrances trust liens lispendens etc. whatsoever the purchaser shall use the flat on the 4th floor for the residential purposes only the purchaser shall also pay from the date of possession of the said unit the proportionate share of the consolidated Municipal rates and taxes which shall be payable from time to time and at all other impositions including betterment fees, if any in that behalf which shall be decided between the purchaser and all other purchaser or occupiers of the flats of the building. The purchaser undertake to be a member of the society or association to be formed consisting of all the purchasers, owners or occupiers of the flat for the purpose of management maintenance administration and all the said premises and in particular the common parts of the building and common portions of the premises.

The purchaser have examined the plan, the title of the vendor to the said property and the common parts and the common portions and the facilities provided or bring provided in the said building including the said unit and has fully satisfied themselves with regard to the title of the vendor the plan and the nature scope and extent of the benefits of the interest provided to them and shall not make any claim or demand whatsoever against the vendor in this respect.

The Purchaser shall not obstruct the Vendor or the Society or Association in its act relating to the common purposes, the purchaser shall not injure harm or damage common parts of the common portions or to any other units in the building by making any addition or alteration or withdrawing any support or otherwise shall not alter the outer portion elevation or colour Scheme or the said Unit of the said building or shall not throw or accumulate or cause to be thrown or accumulated any dirt or rubbish or other refuse with the said unit or in common parts of the common portions save at the place indicated thereof or shall not place or cause to be placed any articles or objects to in the common parts of the common portions save as permitted by the Vendors or the Society to be formed and shall not carry on or caused to be carried on any obnoxious injurious noisy illegal or immoral activity in the said unit or anywhere else in the said building or shall not keep or store any offensive combustible obnoxious dangerous articles in the said unit of the common parts of the common portions.

The Society, association as the case may be shall have to the exclusive right in their sole discretion to make rule and regulations for the purpose of maintenance, security, upkeep and administration of the general common areas and facilities and the building as well as regulating and/or preventing the entry of the purchaser's agents, servants, and/or visitors the entry of the flat, general common areas and facilities for security reasons and the purchaser shall comply with all such rules and regulations shall be laid down by the society or Association .

The Purchaser shall not at any time demolish or cause to be demolished damages or cause to be damaged the said flat nor take any alteration in the elevation railings and grill designs and outside colour scheme of the said apartment.

In case of default on the part of the Purchaser to make regular payment or maintenance charges and other dues and/or to comply with and carry out obligations to be observed and performed on the part of the purchaser, the vendor, Society, Association as the case may be shall be entitled to in their sole and absolute discretion without being liable for any action for loss and damage and without prejudice to take action or damages and for other reliefs to disconnect or stop supply of water and all other amenities if any so long or the same due and payable are not paid and/or breach or breaches committed are not remedied by the Purchaser.

The Purchaser shall have common title and interest in the soil as more fully described in the First Schedule hereunder written and which remain joint for all time with the other co-owner who may have or hereto before have acquired right title and interest in the said land and in any flat in the said building and the said land is impartible .

The Purchaser at his own costs besides joint electric meter is entitled to instal separate electric meter from the authority for their said flat. The said flat with undivided proportionate share and interest in the land on which the said building is erected togetherwith common parts or portions and easements are heritable and transferable like other properties.

THE SCHEDULE "A" ABOVE REFERRED TO :

ALL THAT Five storied brick built building together with the piece or parcel of land thereunto containing an area of 4 Cottahas 2 Chittacks and 14 Square feet be the same a little more or less situate and lying at and being Plot No. 81 of Block "A" of Bangur Avenue (Calcutta- 700 055) being Municipal Holding No. 98 and 99 (formerly Holding No. 366 prior thereto No. 263) of Bangur Avenue under Ward No. 22 within the jurisdiction of South Dum Dum Municipality under Bidhan Nagar (Salt Lake City) Sub-Registration Office (formerly Cossipore Dum Dum) within Lake Town(formerly Dum Dum prior thereto Rajarhat) Police Station comprised in Pargana Kalikata being Part of C.S.Plot (Dag) Nos. 1274/1332, 1295 and 1296 of C.S. Khatian No. 880, 120, 79, R.S.Plot Nos. 411, 412, 449, 413 and 448 of R.S.Khatian Nos. 285, 287 and 324 of Mouza Shyamnagar(formerly Mouza Krishnapore), J.L.No. 32/20 (formerly No. 17) R.S.No.180, Touzi Nos. 228 and 229 in the District of North 24-Parganas.

The said Plot No.81 is butted and bounded as follows :-

ON THE NORTH : By 20' feet Wide Common Passage,
ON THE EAST : By Lot "A"
ON THE SOUTH : By Plot No. 94,
ON THE WEST : By Plot No. 80

All of the said Block-"A" of Bangur Avenue .

THE SCHEDULE 'B' ABOVE REFERRED TO

- A) R.C.C. structure of the said flat .
- B) outside wall and out side work .

THE SCHEDULE 'C' ABOVE REFERRED TO :

The common areas and facilities shall include as follows :-

- 1) The land comprising in the Plot No. 81 of Block-'A' of Bangur Avenue (Calcutta - 700 055) together with all rights and appurtenance belonging thereto .
- 2) The foundation columns girders, beams supports main walls corridors lobbies stairs stairways and entrance to exists from the premises .
- 3) The yard and open spaces .
- 4) Installation of common services such as light, water, lift, sewerage etc.
- 5) The tanks, pumps motor, pipes and in general appurtenances and installations existing for common use .
- 6) Such other common facilities as may be specially provided for .
- 7) All other parts of the property necessary or convenient to its existence maintenance and safety or normally in common use .
- 8) The proportionate interest of the Purchaser in the common areas and facilities shall be proportionate area of the land and equivalent to the area purchased by the Purchaser .

9) Water supply system shall consists of water supplied from south Dum Dum Municipality and by sinking a Deep tube-well stored in underground tank and pumped to overhead tank and delivered to the flats therefrom . For deep Tube-well and for separate Electric meter and lift to be provided to the Purchaser .

THE SCHEDULE 'D' ABOVE REFERRED TO :

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ALL THAT Flat in complete condition being No. B1 & C1 on the North-West & Back/South portion of the Fourth floor of the said five-storied building in the said Premises No. 81 of Block-'A' of Bangur Avenue, Calcutta - 700 055 in the district of North 24-Parganas . The total built up area agreed to be sold is 1720 Square feet more or less together with area of common use and enjoyment comprised of Five Bed rooms, Two Drawing-Cum-Dining space, Two Toilet and one Verandah, Kitchen (except the roof right of the said sold property) . TOGETHER WITH undivided impartible proportionate variable share interest and ownership in the said land fully described in the SCHEDULE -'A' above written .

IN WITNESS WHEREOF the parties hereto hereunto set and subscribed their respective hands the Day month and year first above written .

SIGNED AND DELIVERED by
the VENDOR at Calcutta
in the presence of ;

1. Pankaj Kumar Halder
Kora, Madhyamgram
Barasat. H 29 (P85)

2. Shambhu Saha
Vill P.O. Udayagram
P.S. Barasat. H 24 (P83)

Subhas Ch. Basu
Subhas Ch. Basu, Advocate
Constituted Attorney in the Estate of
Lebabrata Ch.
277, Bangur Avenue, Block 'B'
Calcutta - 700 055.

Drafted by :-

Ajit Kumar Ghosh
Advocate .
Barasat District Judges
Court, Barasat, 24-Pgs. (N).

Types by :-

Sunil K. Saha
Sunil K. Saha
Barasat Court .



Registrar u/s 7 (2)
North 24-Parganas, Baranod,
(D. S. R. - II)

- 8 DEC 1999



Register v/s 7 (2)
North 24 Parganas, Barisal,
(D. S. R. - II)

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