

## **DEED OF CONVEYANCE**

District - Paschim Medinipur, Police Station, Municipality, Sub-registry Office, Pargana, Town- Midnapore, Municipal Ward No.12, Vidyasagar Sarani, Mouza- Keranitola, J.L. No.- 171,  **Holding No.632, mutated Holding No. ....**, R.S Khatian No.04,475,459, LR Kathian No. 1464, RS & LR Plot No. 492, 493, Area 0.1357 acres, Flat being No. "....." situated on .....**th** floor, **B+G+11** multistoried Building named and identified "**JACK PAUL ROYALE**" , **Super Built up** Area ..... **Sq. Ft.** with undivided proportionate share of the land which is shown in RED border line in the sketch map annexed with this deed, Total consideration Money of **Rs. ....**/- Deed Of Conveyance.

**SRI KAUSTAV PAUL, Pan-ANSPP1633K, Aadhaar No.- 3338 3694 0081**

S/o Sri Uday Ranjan Paul,

By religion-Hindu, By Occupation-Business, By Citizen-Indian, Residing at-Rabindranagar, P.O.-Midnapore, P.S. Midnapore (Kotwali), Midnapore Municipality, Word No.-12, Dist.- Paschim Medinipur, Pin-721101 herein after called the Owner (which Expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include his heirs, legal representative, executors administrators and assigns) of the **First Part**.

**AND**

**SHIVAM CONSTRUCTION, PAN- ACJFS5696M**, having its registered office at Old Art College Road, Zilla Parisad Complex, P.O.+P.S. + Pargana + Municipality + ADSR Office Midnapore, West Bengal, Pin.- 721101, represented by its partners :-

1. **SRI SANTANU CHAKRABORTY, PAN- AEOPC0889H**

S/o Sri Chandidas Chakraborty, **AADHAR- 6494 6615 4788**

By religion Hindu, By occupation- Business, by Citizen- Indian

2. **SMT SOMIA CHAKRABORTY, PAN-AUEPC5529J**

W/o Sri Santanu Chakraborty, **AADHAR- 9555 2365 1519**

By religion Hindu, by occupation- Business & Household Works, by citizen- Indian, both are resident of colonelgola (Bag Lane), at present residing at Raja Bazar, Mouza-Kamarara, Head Post office Road, P.O. + P.S.+ Pargana + Sub-registry Office + Municipality Midnapore, Dist- Paschim Medinipur, hereinafter jointly called the DEVELOPER (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their legal heirs, administrators, representatives, executors and assigns) of the **SECOND PART**.

**AND**

Name .....

Pan .....

Aadhar .....

Address .....

hereinafter jointly called the **Purchaser** (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their legal heirs, administrators, representatives, executors and assigns) of the **Third Part**.

WHEREAS THE ABOVE NAMED OWNER Sri Kaustav Paul became the owner of the land as described in the schedule (A) of this deed of Development Agreement by a registered deed of gift being No.-2825/2006 registered in the office of the A.D.S.R. Kharagpur executed by Smt. Menaka Sundari Paul W/O Late Radha Gobinda Paul, Resident of Rabindra Nagar, Midnapore, P.O. & P.S.-Midnapore, Municipal Ward No.12(new), 7(old), Dist Paschim Medinipur, and after receiving the land from Smt Menaka Sundari Paul owner is in possession of his land till date and mutated his land in present L.R. Settlement and said land has been recorded in L.R. Khatian No.-1464, L.R. Plot No.-492 area-0.1400 acres & L.R. Plot No.-493 area- 0.3906 acres in all 0.5306 acres as bastu land and the owner paid Government & Municipal Tax against receipt .

**AND WHEREAS** the First party /owners herein are the absolute owner and the owners seized and possess or otherwise well and sufficiently entitled to the land measuring an area- 0.3906 acres in all 0.5306 acres be the same more or less lying and situated at Mouza- Keranitola, J.L. No.-171, which is specifically mentioned in the schedule hereinafter written and be referred to as the “**SAID PREMISES**”.

**AND WHEREAS** after owned & acquired the aforesaid plot of land, the owner herein intend to develop their land by raising construction of a Multi Storied Building .

**AND WHEREAS** as the owner "SHIVAM CONSTRUCTION" is itself has constructed several Multi Storied Building within Midnapur Municipal area and as such partners of "SHIVAM CONSTRUCTION" have submitted a plan before the Midnapur Municipal authority for construction a Multi Storied Building over the schedule mentioned land and after considering the prayer concern Municipal authority has been pleased to sanctioned that Building Plan being PW No.-21 dt 04/06/2024.

**AND WHEREAS** after getting the Sanctioned Building Plan and other necessary permission for construction of Multi Storied Building over the schedule mentioned land from concerned Department the 1st party owners and as well as Developer herein started construction of the said proposed Building "**JACK PAUL ROYALE**" thereon as per Sanctioned and approved by the Midnapur Municipal authority vide plan No.-21 dated 04/06/2024.

**AND WHEREAS** in pursuance of the said agreement and/or scheme formulated by the Land owner and as well as the developer as aforesaid the purchaser/s has/have approached to the owners to transfer ALL THAT the undivided proportionate share or interest in the land comprised in the said premises appurtenant to the Flat intended to be owned by the purchaser/s on the said premises and has requested the developer to built, construct, erect and complete for and on behalf of and on account of and the costs of purchaser/s ALL THAT **Flat being No.- "....."** situated on the .....**Floor** of the said building now being constructed on the said premises (specifically and particularly described in the SECOND SCHEDULE herein after written) together with the common parts and/or general common area and facilities to be provided in the said building on the terms and conditions which are appearing herein below.

**AND WHEREAS** at the request of the Purchaser/s the Land owners and as well as the Builder herein agreed to Sell, Transfer and Convey the undivided proportionate share in the land comprised in the said premises and attributable to the said measuring about ..... **Sq.ft. (..... Sq. ft.) Super Built Up Area** and for a consideration of **Rs. ..../- (Rupees ..... ) Only** and with according to terms and conditions hereinafter written.

**NOW THIS DEED OF CONVEYANCE WITNESSETH** as follows:

- 1) That the purchaser/s has/have examined the plans, documents of title of the Land owners in respect of the land and premises, in respect of right of the developer as well as land owners have right to disposed of the flat and has thoroughly satisfied himself/herself/themselves about the same and shall not raise any objection with regard thereto or any change or amendments that developer may made in the plan and in case the area of the unit varies upon its completion then the total consideration payable hereunder shall also vary equitably.
  
- 2) That the Land owners and as well as the developer has agreed to sell and transfer and the purchaser/s has/have agreed to purchase and acquire **ALL THAT Flat No. - "....." situated on the .....<sup>th</sup> Floor of the building measuring an area about - ..... Sq.ft. (..... Sq. ft.) Super Built Up Area** together with the undivided proportionate share comprised in the said premises for and agreed consolidated consideration of **Rs. ....../- (Rupees .....)**  
**Only paid by Cheque/Bank Tranfer/RTGS/NEFT or NET Banking.**
  
- 3) Notwithstanding to what has been stated the consideration payable shall not be escalated for any other reason whatsoever.
  
- 4) The Land owners shall sell, convey and transfer the undivided proportionate share of the land comprised in the premises to the purchaser/s as agreed to be done by the owners and as well as the developer constructed the said Flat in accordance with the building sanctioned plan and as per specification annexed herewith and at present known and distinguished free from all encumbrances, attachments, charges, liens, lispens, claims, trusts, execution/attachments, proceedings and/or acquisitions/requisitions proceedings scheme or road alignment of Midnapur Municipal Authority and all other liabilities whatsoever and all the estate, right, title, interest, inheritance, use, trust, property, claim and demand whatsoever of owners into and upon the same or any part thereof **TOGETHER WITH** full power

and authorities to the purchaser/s to appear before any office of the Midnapur Municipality and/or any other authorities concerning the said portion or otherwise for the purpose of mutation in the name of purchaser/s in the records of the Midnapur Municipality and other government department as absolute owner/s of the same or HOWSOEVER OTHERWISE the portion as mentioned in the schedules hereto hereby sold or any part or portion thereof now are or at any time heretofore were or was situated, butted, bounded called, know, numbered, described or distinguished TOGETHER WITH right to use and enjoyment of the common areas and facilities as described in the schedule hereto by the purchaser/s TOGETHER WITH all and every manner of former and other rights, liberties, privileges, easements, profits, appendages and appurtenances whatsoever to the said premises or any part or portion thereof belonging to or in any way appertaining to or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and rents, issues and profits thereof and all the estate, right, title, interest, property, claim and demand whatsoever both at law and in equity of the Land owners into and upon the said portion or every part thereof TO HAVE AND TO HOLD the said portion unto and to the use of the purchaser/s absolutely and forever to the intent that the Purchaser/s herein henceforth is/ are the absolute owners of the said portion which is hereby granted and sold absolutely by the Land owners and forever free from all encumbrances attachments, charges and liabilities whatsoever.

**AND THE LAND OWNERS DO HEREBY DECLARE WITH THE PURCHASER/S as follows :**

(a) That notwithstanding any act, deed, matter or thing done, committed or knowingly suffered by the said Land owners is lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said portion hereby sold, conveyed, transferred and assigned for an estate of inheritance or an indefeasible estate equivalent thereto free from all encumbrances whatsoever and that the Land owners have full power and absolute indefeasible right and authority to sell and convey the said portion unto the purchaser/s in the manner aforesaid according to the true intent and meaning of these presents.

(b) It shall be lawful for the purchaser/s at all times hereinafter peacefully and quietly to enter into hold, occupy, own and enjoy the said portion and receive the rents, issues and profits thereof without any hindrance, interruption, disturbance, claim or demand whatsoever by the Land owners or any person or persons claiming any estate, right, title and interest from under through or in trust of the Land owners and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise the purchaser/s be well and sufficiently saved and kept harmless and indemnified from and against all estate, title, charges and encumbrances whatsoever made, done, executed or occasioned by the Land owners and shall at all times hereafter at the request of purchaser/s do and execute or caused to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said portion and every part thereof unto and to the use of the purchaser/s and according to the true intent and meaning of these presents as shall or may be reasonably required by the purchaser/s.

(c) It may be mentioned here that one partner of "**SHIVAM CONSTRUCTION**" **Somia Chakraborty** has executed a Registered Power Of Attorney Being No. IV-52/2016 in favour of another partner **Santanu Chakraborty** to execute all sorts of work in respect of all works of the partnership firm and as such her presence is not necessary before the registering authoring for registration of the Deed of Conveyance in favor of the Purchaser/s.

**AND THE PURCHASER/S DO HEREBY COVENANT WITH THE LAND OWNERS as follows :**

(a) The purchaser/s shall not store in the said portion any goods or hazardous or combustible nature of which are too heavy and in all circumstances effect the construction or the structure of the said building or the insurance of the building.

(b) The purchaser/s shall not commit or permit to be committed any alteration or change in pipes, conduits, cables, inner fixtures and fittings serving the said building and the said portion save in case of emergency or in the interest of the building without the consent of the society.

(c) The purchaser/s shall not do or permit to be done anything that may cause or is likely to cause any structural damage to the said premises or any other portions.

(d) The purchaser/s at all times be entitled to get telephone, air-conditioner, separate electric meter, telex, fix-up antenna at the top roof of the building and the Land owners or any co-owner or occupiers of the building or portion thereof shall have no right to raise objection for the same and the Purchaser/s shall also be entitled to other public utility service in the said property either in his/her/their name or in the name of his/her/their nominee or nominees at his/her/their own cost and liabilities.

(e) The purchaser/s shall be entitled to sell, gift, mortgage, lease or otherwise alienate the flat hereby conveyed to any one without the consent of the land owners or any other co-owners who may have acquired before or who may hereafter acquire any right, title or interest similar to these acquired by the purchaser/s under the terms of this Deed of Conveyance.

(f) The purchaser's undivided interest in the soil as more fully described in the schedule hereunder written shall remain joint for all times with the land owners and/or other co-owners who hereto before or hereafter have acquired right, title and interest in the land and in any flat in the building it being declared hereby that the interest in the soil is impartible.

(g) The purchaser/s and/or his/her/their agents shall have right of access to the top roof of the said building for the purpose of fittings and maintenance of Television Antenna and/or Radio Aerials, electrical wiring and for repairs to and maintenance of drainage pipes, water connections pipes and pipelines from the overhead water tank and they never claimed any ownership over the top roof of the building.

(h) The purchaser/s shall have the right of erection and maintaining temporary scaffolding, if necessary for effecting any repairs or white washing or painting of his/her/their flat.

(i) The purchaser/s shall have the absolute right of making such construction addition and alteration at his/her/their option within the said flat as permissible under the Bengal Municipal laws, with the prior permission of the land owners.

(j) The purchaser/s shall not claim any portion of top roof of the said multi storied building by any manner whatsoever, as the land owner as well as the developer will reserved top roof of the said multi storied building for their own use.



### **COMMON EXPENSES**

- i. All costs of maintenance, operating, replacing, repairing, white-color, washing, painting, decorating, rebuilding, re-constructions, re-decorations, lighting and the common portion and common areas of the building including the outer walls.
- ii. All charges and deposits for supplier of common utilities to the co-owners in common.
- iii. Municipal taxes, multi-storied building taxes and other levies in respect of the land and building those separately assessed of the purchaser's unit.
- iv. Insurance premium for insurance of the building.
- v. Costs of formation and operation of association of the Flat owners.
- vi. All litigations expenses in any for the common purpose and relating to the common use and enjoyment of the common portion of multi storied building.
- vii. Electricity charges for the electricity consumed for the operation of common portion of multi storied building
- viii. Expenses for Pump.
- ix. Costs of maintenance, repair, replacement of pumps and other common installation.

x. All other expenses, taxes and other levies as may become necessary of incidental there to or liable to be paid by the co-owners in common including such amounts as may be fixed for creating a fund for replacement, renovation, repairing and periodical repairing of the common portion & GST amount not refundable.

5. The Owners as well as the developer have constructed the Flat and in the manner and as per specification specially mentioned in the FOURTH SCHEDULE.

6. It is clarified that the purchaser/s is/are in no case entitled to terminate the agreement for purchase of Flat or terminate the contract placed hereunder on the owners & as well as developer for the construction of the said Flat by the land owner as well as developer for and on behalf of the purchaser/s. The remedy of the purchaser/s for default of the land owners as well as developer will only be the refund of his/her/their deposit at the time of refund.

7. All the payment mentioned in the Third Schedule shall be made before delivery of possession of the said Flat.

8. The purchaser/s shall remain liable to pay all amount becoming payable hereunder to the land owners as well as developer and to perform all his/her/their covenants hereunder.

9. The developer shall serve a written notice on the Purchaser/s informing the completion of the said unit and shall be called upon to take possession of the said Flat and thus after making the payments as mentioned in the THIRD SCHEDULE. After fulfilling all his/her/their covenants within 15 (fifteen) days from the service of notice of completion and until all the aforesaid payments are made and the covenants are fulfilled the developer shall not become liable to deliver such possession without prejudice to the purchaser/s provided the construction of the Flat has been completely strictly according to specification hereto enclosed.

10. After service of the notice of completion on the purchaser/s and the purchaser/s on being satisfied regarding the completion shall not raise any objection or claim regarding completion of the said Flat or any nature whatsoever. The said Flat shall for all purpose be deemed to be completed as soon as the same is externally and internally completed including common area inside attached with the Flat electric connection for the service line therein. However the individual energy meter of purchaser/s shall be arranged by the Land owners/developer at the cost of purchaser/s and electric supply arrangement shall be made by Land owners/ developer at the costs of till installation of purchaser/s own electric meter and purchaser/s shall pay in advance the proportionate charges for the limits if any, consumed by him/her. Total expenses for service and personal meter shall be borne by the Purchaser/s including security deposit for individual meter.

11. That for the purpose of construction of the said Flat the developer shall be only an agent of the purchaser/s (subject to such right powers and authorities of the developer as herein provided) and upon completion of the said Flat the physical possession shall be made over to the purchaser/s against payment of all the dues and amounts to the developer as herein provided and also complying with the terms and conditions herein contained. Until physical possession is made over to the purchaser/s the developer as, an agent of the purchaser/s shall hold the said flat till the physical possession shall be made over to the purchaser/s, the developer as an agent of the purchaser/s shall hold the said Flat in exclusive possession and purchaser/s in the manner herein contained and the purchaser/s has complied with and observed all the terms and conditions herein contained and on the part of the Purchaser/s to be observed performed and complied with.

12. That saves and except the right of construction, erection and completion of the said Flat for residential or commercial purpose whatsoever the developer also be liable to construct, erect and complete the other portions of the said premises including the common passage and stair case landing, the duct only unto the said Flat. The developer will get entire roof of the top floor of the said building.

13. That the purchaser/s shall neither do any act deed or thing in premises in any way hindered or impeded with nor shall in any way breach of terms and conditions herein contained.

14. That the purchaser/s shall neither cause any obstruction in the construction of the said building or other parts on the said property nor shall claim any other right whatsoever from the neighbored of adjacent Flat.

15. That after completion of the said Flat before the possession is made over by the Land owners to the Purchaser/s the total Super Built Up area comprised in the said Flat shall be certified by the Architect and such certificate shall be final, conclusive and binding upon the parties hereto. After completion of the said Flat if it is found that the super built up area is more than what has been stated under the agreement then in the said event before taking over the possession the Purchaser/s shall bound to make payment at the rate per square feet herein before mentioned for the excess area so found and similarly if the area shall found to be less what has been stated under this Deed of Conveyance then in that said event the developer shall liable to refund the excess amounts to the Purchaser/s.

16. Before taking possession of the said unit, the Purchaser/s shall not deal with let out, encumber or transfer the said flat in any manner alienate the said Flat or any part thereof.

17. Upon delivery of possession of the said flat, the Purchaser/s shall be entitled to use and possess the said Flat with right to let out having no right or interest in the land or building and the possession of any part thereof and the purchaser/s shall not obstruct the developer for completion of construction of the building or any part thereof.

18. As from and after registration and the delivery of possession of the said flat the purchaser/s covenants.

19. To pay and bear the common expenses, other outgoing and the municipality rates and taxes or and/or in respect of the premises and building proportionately and for the said flat wholly and the Purchaser/s shall pay service tax, GST and other rates and taxes for the flat/s.
20. To pay for electricity and other utilities consumed in or relating to the said flat/Parking Space.
21. The undivided proportionate share of the premises in various matters referred herein shall be bound to accept the same, notwithstanding there being and/or variations therein for the sake of convenience.
22. The Developer's Advocate(s) shall draw the sale deed of the undivided proportionate share of the land comprised in the premises and the covenant of the said Flat and shall draw all other papers, documents and/in connection with the various transfer as envisaged hereunder containing such covenants on the part of the parties thereof and/or the owners at the sole discretion of the developer or the developer's Advocate(s) as determined by them to be reasonable and at the cost and expenses of the Purchaser/s and/or proportionately by the co-owners. For all such legal expenses, the Purchaser/s shall pay reasonable charges to the developer.
23. That upon completion of the building of the purchaser/s shall execute all deeds and declarations as may be deemed proper or necessary by developer's Advocate for common purpose including declaration of membership and/or right and interest of the co-owner in the said premises.
24. That the entire cost and expenses for preparation, stamping, execution and registration of all documents shall be paid and borne by the purchaser/s.
25. That the purchaser/s shall be liable and agrees to make payment of the legal charges for all the documentation for sale of the Flat.
26. That the deed of conveyance of transfer shall be in such form and contain such from and contain such exceptions conditions and regulations as shall be drafted and prepared by developer's Advocate with purchaser/s and the purchaser/s hereby agree to accept the same AND be it mentioned here that the developer shall supply draft copy of Deed of Conveyance for knowledge of the purchaser/s.

27. That in addition to the said legal expenses referred to above, the purchaser/s shall and bear the stamp duties and registration charges for registering the Flat to the purchaser/s.

28. That in case the purchaser/s commits default in fulfilling above observing its covenants herein consigned within the period as mentioned herein above then and in such event, the agreement shall stand terminated and all rights and claims herein of the purchaser/s against the developer, the owners and/or premises, the building and/or said Flat shall stand extinguished notwithstanding anything contained in clause **6 (six)** herein above, the purchaser/s undivided proportionate share in the premises or right to receive the conveyance of such undivided proportionate share shall stand forfeited and/or terminated and the said unit and all constructions installations and fixers and all other rights and interest of the purchaser/s in the building and premises shall also stand forfeited and/or vested in the Purchaser/s or receive refund of any amount whatsoever paid hereunder including deposits after deduction of 18% against the deposited amount as service charges made as aforesaid and the developer shall be entitled to have all right and interest to transfer the said Flat in its own favour and/or in favour of its nominees without in any way, becoming liable to pay any amount or additional amount for the same.

29. The developer has completed the construction of the said Flat and hand over possession of the said Flat to the purchaser/s within 12 [twelve] months failing which the purchaser/s shall have the right to get possession of the Flat through Court by depositing remaining consideration money from the developer.

30. That certain portion of the buildings will be finished as the self contained Flat, in that event the Purchaser/s will not raise any objection, thereto.

31. That the purchaser/s shall not eligible to appoint any workers to do any sorts of work into his/her/their flat before taking possession of the Flat in question.

32. That the developer shall supply Xerox copy of the completion/occupation certificate to the Purchaser/s as and when the developer can manage the same;

33. That not to claim any right over and in respect of the roof or of the said Building or not to obstruct any further development or additional construction which may be made by the Land owners and developer in the said building or any part of the said premises as according to plan sanctioned by the local authority but the Purchaser/s can use the top roof of the multi storied building as common with all occupiers. That Purchaser/s shall not Claim any ownership on the Top Floor in any manner whatsoever.

34. That the original documents of the title of the property shall remain in the custody of the flat owners association only. The Purchaser/s shall be entitled to inspect of such documents and shall be produced or cause to produce in any Court of Law to show the title of the property through Association at the cost and expenses of the Purchaser/s.

35. That subject to the condition contained in the agreement including the Schedule and subject to provisions of Law for the time being in force the purchaser/s shall be entitled to the exclusive ownership, possession and enjoyment of the said Flat in the premises purchased together with the benefits and the facilities attached thereto subject to fulfilment of all the terms and conditions as written herein above.

36. That water for the building will be fetched from submersible pump and supplied through separate overhead water tank, no Flat owners raise any objection towards the supply of water towards the unit owner of any floor.

37. Car Parking space be provided by the land owners as well as developer and decision of the developer shall be final. No further request will be entertained in any manner whatsoever in the parking matter and all keys of the car shall be kept in a box of car parking area under C.C camera coverage and security cum driver shall arrange the car in the car parking area

**DEVELOPER** shall mean and include **SHIVAM CONSTRUCTION**, a Partnership Firm, having its registered office at- Old Art College Road, Vidyasagar Sarani (Bans Golee), Zilla Parishad Complex, P.O., P.S., Sub-Registry office, Municipality and Town- Midnapore, Dist- Paschim Medinipur, represented by its partner **Sri Santanu Chakraborty**, S/o Sri Chandidas Chakraborty, by occupation-Business, by Faith-Hindu, by Nationality-Indian, Residing at Rajabazar, Head Post Office Road, P.O., P.S.,Municipality-Midnapur, Dist-Paschim Medinipur, Pin - 721101 and its respective heirs, executors, trustees, legal representatives, administrators & assign.

**BUILDING** shall mean and include the said Multi-Storeyed R.C.C. frame structure containing numbers of residential flats on the upper floors and flat, commercial and car parking space in the Basement of the said property according to the said drawings plans and specification signed by the owners and simultaneously sanctioned by the competent authority and in conformity with the said details of construction specifically written in the Third Schedule hereunder subject to the terms and conditions hereinafter stated.

**PLAN** shall mean and include the drawings; plans and specification of the said building already approved by the owners and sanctioned by the **Midnapur Municipality vide Plan No.- 21 dated 04/06/2024.** with any renewal or amendments thereto and/or modification thereof made or caused by the developer after approval of the owners and sanctioned by the competent authority or other authority.

**COMMON AREAS, FACILITIES AND COMMON AMENITIES** shall mean and include Elevator, corridors, hallways, stairways, passage way, pump room, electric meter room, Deep tube well, over head water reservoir, water pump and electric motor, roof, open space around the building and other facilities and amenities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building as otherwise requires the items specified in Section 3(d) of the West Bengal Apartment ownership Act, 1972.

**PREMISES** shall mean and include, which is specifically and particularly mentioned and described in the **FIRST SCHEDULE** written hereunder.



**CO-OWNERS** shall mean and include all persons who have purchased or who have agreed to purchase flat, commercial and car parking space in the building including the developer for the flat, commercial and car parking space not yet agreed to be sold.

**ANNEXURE 'A'** shall mean and include the statements in details regarding type of finish and fittings, fixtures and facilities to be provided in the said flat, commercial and car parking space and annexed hereto marked with 'A' which shall deemed to be a part of this Deed of Conveyance.

**PROPORTIONATE OR PROPORTIONATELY** shall mean and include the proportion in which the area of any flat by the total area of the flat, commercial and car parking space in the said building except roof of the top floor.

**COVERED AREA** shall mean and include the plinth area of the flat plus Alcup, verandah plus proportionate share of the stair case.

**SUPER BUILT UP AREA** shall mean and include the area which will be certified by the architect of the developer as stated earlier and the said super built up area will be calculated as covered area plus *26% of the Covered Area*.

**SINGULAR** shall include the Plural and vice versa.

**MASCULINE** shall include the feminine and vice versa.

### **FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece and parcel situated at Mouza- Keranitola, J.L. No.-171, Dist. Paschim Medinipore, P.O.+P.S. Municipality, Sub- Registry Office Midnapore, Municipal Holding No.- 632, Ward No. - 7(Old), 12 (New), R.S. Khatian No.- 4,475,459, L.R. Khatian No.- 1464, R.S & L.R. Plot No.-492, 493, in all 53.06 dec or 0.5306 acres.

**SCHEDULE 'A' ABOVE REFERRED TO**

**[Schedule Description of the Land on which Multi- Storied Building is Standing]**

ALL THAT piece and parcel situated at Mouza- Keranitola, J.L. No.-171, Dist. Paschim Medinipore, P.O.+P.S. Municipality, Sub- Registry Office Midnapore, Ward No. - 7(Old), 12 (New), R.S. Khatian No.- 4,475,459, L.R. Khatian No.- 1464, R.S & L.R. Plot No.-492, 493, in all 53.06 dec or 0.5306 acres. ,Municipal Holding No.-632, **Mutated Holding No. ....**

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**Butted and Bounded by:**

North: 20` wide pucca Hospital Road

South: 30` wide pucca Rasta.

East: Land & House of Pabitra Tripathi.

West: Land & House of Panchu Rani Pad

**SCHEDULE 'B' ABOVE REFERRED TO**

(DESCRIPTION OF FLAT HEREBY SOLD)

**ALL THAT** one complete Flat- '.....', situated on .....<sup>th</sup> **Floor**, North Western side of the Multi Storied Building Named and identified "JACK PAULROYALE" measuring about **Super Build up area .....** **Sq.ft. (..... Sq. ft.)** and **Carpet Area .....** **sq. ft. (..... sq. ft.)** be the same a little more or less comprised with **2(Two) Bedroom/s, 1 (One) Drawing cum Dining, 1 (One) Kitchen, 2(Two) Toilet/s and 1(One) Balcony** known and identified as '.....' Flat together with the proportionate undivided interest or share of the land along with all proportionate rights on all common areas and facilities of the building, which is constructed on the premises mentioned in the Schedule-'A' of this Deed of Conveyance and to locate the sold flat a scale drawn map is annexed here with and shown in "RED" border line which will be treated as part of this Deed.

**FOURTH SCHEDULE ABOVE REFERRED TO SPECIFICATION OF WORK**

Structure	:	R.C.C. Construction Combined with cement & brick work
External	:	Walls are 9" (including plaster) with 1:6 proportion of cement mortar With sand, chips etc.
Internal	:	Walls are 6" (including plaster) with 1:6 proportion of Cement mortars. Finished with Plaster of parish with standard color .
Windows	:	Aluminum & glass sliding windows with M.S. Patti Frill.
Main Door	:	Standard Wood frame and standard wood with resin bounded burnish polished / color finished with security lock & Magic eye with Collapsible gate.
Structure	:	R.C.C. Construction combined with cement & brick work.
External	:	Walls are 9" (including plaster) with 1:6 proportion of cement mortar with sand, chips etc.
Internal	:	Walls are 6" thick at places (including plaster) with 1:6 cement mortars. Finished with plaster of Paris with standard color.
Windows	:	Aluminum & glass sliding windows with M.S. Patti Grill.
Main Door	:	Standard flush doors
Inside Door	:	Standard flush doors
Flooring	:	a) Room Floor Marble floor. b) Toilet floor Marble, wall-ceramics tiles (height up to toilet door level).
Toilet Door	:	Made of P.V.C.
Kitchen	:	a) Floor-Marble finished. b) Wall-Ceramic wall tiles up to 4" 0". c) Sink-Stainless Steel. d) Kitchen top Black stone slab.
Hardware & Sanitary ware	:	Standard quality (I.S.I. mark).
Electrical	:	a) Wiring Concealed wiring. b) Fittings Standard quality with I.S.I. mark.
Sewage System	:	Septic tank system with soak pit/ drainage.
Parking	:	Parking space will be provided at extra cost.
Lift	:	Lift Room, Lift Machine.

**IN WITNESS WHEREOF** the parties have here to set and subscribed their respective hands on the day, month and year first above written in their good health, open mind and not being influenced by anybody else.

**SIGNED, SEALED & DELIVERED**  
**BY THE LAND OWNERS CUM DEVELOPER AND**  
**THE PURCHASER/S** at Midnapore  
*In the presence of*

**Witnessess:**

1)

2)

*Drafted by me and prepared in my office :*

Computer typed by :

*This Deed has been written in 20 pages including stamp paper and having 2 witnesses and one extra page annexed with this Deed which contents both hands finger impression of Owner cum Developer, purchasers and annexed page be treated as part of this deed.*