

DEED OF CONVEYANCE

THIS INDENTURE is made on this the th day of
April, Two Thousand & Twenty Four (2024) A.D

BETWEEN

JAY MATA DI CONSTRUCTION (PAN – AATFJ0145J), a partnership firm, having its registered office at Debigarh -2, (Second Sarani) PO+PS-Madhyamgram, Dist. North 24 Parganas, Kol. 700129, represented by its partners namely **BISWAJIT MITRA** (PAN AFAPM6742G) (Adhar No. 289713502948) (EPIC No WB/13/090/0756515) S/O Lt. Nagendra Nath Mitra by faith Hindu, by-Nationality- Indian, by Occupation-Business **2. SAMPA MITRA** (PAN AIFPM6863J) (Adhar No. 4862 7133 3910) (EPIC No. CKW4102877) W/O Biswajit Mitra by faith Hindu, by-Nationality- Indian, by Occupation - Business **3. SWARNENDU MITRA** (PAN GFMPM6400P) (Adhar No. 7892 3405 7646) (EPIC No. YCW2168607) by faith Hindu, by-Nationality- Indian, By Occupation-Business **4) SRI ARDHENDU MITRA** (PAN – HZUPM6484E) (Voter ID No. – YCW2525475) (Aadhar No. – 2149-3026-4555), son of Sri Biswajit Mitra, By faith Hindu, By-Nationality- Indian, By Occupation-Student, all are residing at Debigarh -2, (Third Sarani) PO+PS-Madhyamgram, Dist. North 24 Parganas, Kol. 700129 hereinafter called and referred to as the “**LAND OWNERS**” (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives) of the **FIRST PART.**

AND

MR., (**PAN**-.....) (**EPIC NO**) S/O by faith by - Indian, by Occupation –, residing at PO-....., PS-

, Dist.- Pin -....., hereinafter referred to as the "**PURCHASER/ALLOTTEE**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, executors, administrators, representatives and assigns) of the THIRD PART.

HISTORY OF THE PROPERTY

WHEREAS ~~WHEREAS~~ Smt. Sulekha Sen, wife of Sri Mantu Sen, purchased all that piece and parcel of land measuring an area of 01 Cottah 15 Chittaks 19 sq.ft., be the same a little more or less, lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, comprised in R. S. Dag No. – 716 under Khatian No. – 237, lying within the jurisdiction of local Madhyamgram Municipality, A. D. S. R. O. – Barasat, P. S. – Barasat at present Madhyamgram in the District of North 24 Parganas, by a Registered Deed of Sale, being No. – 8713, dated – 24/09/1982, executed and registered by Pabitra Sarkar & Others, and the said Deed was registered with the office of S. R. O. Barasat, copied in Book No. – I, Volume No. – 134, Pages from 63 to 66, being No. – 8713, for the year 1982.

AND WHEREAS Sri Mantu Sen, son of Sri Monmohan Sen, purchased all that piece and parcel of land measuring an area of 07 Cottah 07 Chittaks 28 sq.ft., be the same a little more or less, lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, comprised in R. S. Dag No. – 716 under Khatian No. – 237, lying within the jurisdiction of local Madhyamgram Municipality, A. D. S. R. O. – Barasat, P. S. – Barasat at present Madhyamgram in the District of North 24 Parganas, by a Registered Deed of Sale, being No. – 4132, dated –

05/05/1982, executed and registered by said Pabitra Sarkar & Others, and the said Deed was registered with the office of S. R. O. Barasat, copied in Book No. – I, Volume No. – 70, Pages from 231 to 234, being No. – 4132, for the year 1982.

AND WHEREAS thus in the manner as recited above said Smt. Sulekha Sen & Sri Mantu Sen purchased in aggregating 09 Cottah 07 Chittaks 02 sq.ft. of land, be the same a little more or less, lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, comprised in R. S. Dag No. – 716 under Khatian No. – 237 and while they jointly, in their respective plot each, had been possessing and enjoying the same they jointly sold transferred and conveyed all that piece and parcel of land measuring an area of 05 Cottah, more or less, out of said 09 Cottah 07 Chittaks 02 sq.ft. of land, lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, comprised in R. S. Dag No. – 716 under Khatian No. – 237 in favour of Sri Dhanji Patel, Sri Rabilal Patel & Sri Chunilal Patel, [out of the said 05 Cottah of sold land said Sri Dhanji Patel purchased 40% share i.e. 02 Cottah of land and said Sri Rabilal Patel purchased 30% share i.e. 01 Cottah 08 Chittaks of land and said Sri Chunilal Patel 30% share i.e. 01 Cottah 08 Chittaks of land], by a Registered Deed of Sale, being No. – 10512, in the year 1987, and the said Deed was registered with the office of A. D. S. R. Barasat, North 24 Parganas, copied in Book No. – I, Volume No. – 158, Pages from 188 to 195, being No. – 10512 for the year 1987.

AND WHEREAS said Sri Mantu Sen also sold, transferred and conveyed all that piece and parcel of land measuring an area of 04 Cottah 07 Chittaks 02 sq.ft., more or less, lying and situated at Mouza – Doharia, J. L. No. – 45, Re.

Sa. No. – 132, comprised in R. S. Dag No. – 716 under Khatian No. – 237 in favour of Sri Vastaram Patel, Sri Rabilal Patel & Sri Chunilal Patel, [out of the said 04 Cottah 07 Chittaks 02 sq.ft. of sold land said Sri Vastaram Patel purchased 40% share i.e. 01 Cottah 12 Chittaks 36 sq.ft. of land and said Sri Rabilal Patel purchased 30% share i.e. 01 Cottah 05 Chittaks 06 sq.ft. of land and said Sri Chunilal Patel 30% share i.e. 01 Cottah 05 Chittaks 05 sq.ft. of land], by a Registered Deed of Sale, being No. – 10931 in the year 1987, and the said Deed was registered with the office of A. D. S. R. Barasat, North 24 Parganas, copied in Book No. – I, Volume No. – 160, Pages from 363 to 370, being No. – 10931 for the year 1987.

AND WHEREAS thus by virtue of aforesaid purchased said Sri Dhanji Patel become the owner of 02 Cottah of land and said Sri Vastaram Patel become the owner of 01 Cottah 12 Chittaks 36 sq.ft. of land and said Sri Rabilal Patel become the owner of 02 Cottah 13 Chittaks 06 sq.ft. of land and said Sri Chunilal Patel become the owner of 02 Cottah 13 Chittaks 05 sq.ft. of land and while they had been possessing and enjoying the same they amicably partitioned the said property by metes and bounds amongst themselves and by virtue of purchase and amicable partition said Sri Dhanji Patel was allotted demarcated 02 Cottah of land and said Sri Rabilal Patel was allotted demarcated 02 Cottah 13 Chittaks 06 sq.ft. of land said Sri Chunilal Patel was allotted demarcated 02 Cottah 13 Chittaks 05 sq.ft. of land and said Sri Vastaram Patel was allotted demarcated 01 Cottah 12 Chittaks 36 sq.ft. of land and they had been possessing and enjoying their respective demarcated plot of land as sixteen annas owner thereof, free from all encumbrances.

AND WHEREAS by a Registered Deed of Sale, being No. – 1590 in the year 1995 said Sri Dhanji Patel & Sri Rabilal Patel jointly sold, transferred and conveyed 03 Cottah 05 Chittaks 06 sq.ft. of land with dwelling house, being Scheme Plot No. – “A” [out of which said Sri Dhanji Patel sold 02 Cottah of land and said Sri Rabilal Patel sold 01 Cottah 05 Chittaks 06 sq.ft. of land], lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, comprised in R. S. Dag No. – 716 under Khatian No. – 237 in favour of SMT. DHANAGOURI PATEL, and delivered khas possession in her favour, and the said Deed was registered with the office of A. D. S. R. Barasat, North 24 Parganas, copied in Book No. – I, Volume No. – 31, Pages from 197 to 206, being No. – 1590 for the year 1995.

AND WHEREAS by a Registered Deed of Sale, being No. – 1591 in the year 1995 said Sri Vastaram Patel & Sri Rabilal Patel jointly sold, transferred and conveyed 03 Cottah 04 Chittaks 36 sq.ft. of land with dwelling house, being Scheme Plot No. – “B” [out of which said Sri Vastaram Patel sold 01 Cottah 12 Chittaks 36 sq.ft. of land and said Sri Rabilal Patel sold 01 Cottah 08 Chittaks of land] lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, comprised in R. S. Dag No. – 716 under Khatian No. – 237 in favour of Smt. Laxmi Patel, and delivered khas possession in her favour, and the said Deed was registered with the office of A. D. S. R. Barasat, North 24 Parganas, copied in Book No. – I, Volume No. – 31, Pages from 207 to 216, being No. – 1591 for the year 1995.

AND WHEREAS thus in the manner as depicted above said SMT. DHANAGOURI PATEL become the sole and absolute owner of all that piece and parcel of land measuring an area of 03 Cottah 05 Chittaks 06 sq.ft. with

dwelling house, being Scheme Plot No. – “A” , lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, comprised in R. S. Dag No. – 716 under Khatian No. – 237 and said Smt. Laxmi Patel become the sole and absolute owner of all that piece and parcel of land measuring an area of 03 Cottah 04 Chittaks 36 sq.ft. with dwelling house, being Scheme Plot No. – “B” , lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, comprised in R. S. Dag No. – 716 under Khatian No. – 237 and said Sri Chunilal Patel become the sole and absolute owner of all that piece and parcel of land measuring an area of 02 Cottah 13 Chittaks 05 sq.ft. of land with dwelling house, being Scheme Plot No. – “C” , lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, comprised in R. S. Dag No. – 716 under Khatian No. – 237.

AND WHEREAS there after said Smt. Laxmi Patel by a Registered Deed of Gift, being No. – 6471, dated – 24/09/2012, gifted, transferred and conveyed all that the said land measuring an area of 03 Cottah 04 Chittaks 36 sq.ft. with dwelling house, being Scheme Plot No. – “B” , lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, comprised in R. S. Dag No. – 716 under Khatian No. – 237 in favour of said Sri Chunilal Patel and delivered khas possession in his favour and the said Deed of Gift was registered with the office of A. D. S. R. Barasat, North 24 Parganas, copied in Book No. – I, CD Volume No 25 Pages from 907 to 924 being No. – 6471 for the year 2012.

AND WHEREAS thus by way of Gift said Sri Chunilal Patel also become the sole and absolute owner of all that piece and parcel of land measuring an area of 03 Cottah 04 Chittaks 36 sq.ft. with dwelling house, being Scheme Plot No. – “B” , lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132,

comprised in R. S. Dag No. – 716 under Khatian No. – 237 and he had been possessing and enjoying the same peacefully, free from all encumbrances.

AND WHEREAS by a Registered Deed of Gift, being No. – 06480, submitted on 21/09/2012 and registered on 24/09/2012, said Sri Chunilal Patel gifted, transferred and conveyed all that the said land measuring an area of 03 Cottah 04 Chittaks 36 sq.ft. with dwelling house, being Scheme Plot No. – “B” , lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, comprised in R. S. Dag No. – 716 under Khatian No. – 237, lying within the jurisdiction of local Madhyamgram Municipality, A. D. S. R. O. – Barasat, P. S. – Barasat at present Madhyamgram in the District of North 24 Parganas, in favour of his brother SRI DEORAM PATEL alias SRI DEBRAM PATEL, son of Late Punjaram Patel, and delivered khas possession in his favour and the said Deed was registered with the office of A. D. S. R. Barasat, North 24 Parganas, copied in Book No. – I, CD Volume No. – 25, Pages from 1079 to 1097, being No. – 06480 for the year 2012.

AND WHEREAS thus, by way of gift, after becoming the sole and absolute owner of said 03 Cottah 04 Chittaks 36 sq.ft. of land being **Scheme Plot No. – “B”** said SRI DEORAM PATEL alias SRI DEBRAM PATEL, got his name duly recorded in the records of present L. R. Settlement Operation, under L. R. Khatian No. – 4834, R. S. & L. R. Dag No. – 716, Area of Land – 5.57 Decimals, as 90 share out of 6.19 Acres and he also converted the Nature of the said land from “BAGAN” to “BASTU” (**Vide Memo No. – 195/BL&LRO/BST- II, dated – 12/06/2023**) from the Office of the Block Land & Land Reforms Officer, Barasat – II, North 24 Parganas, Government of West Bengal and he also got his name duly mutated in the office of local Madhyamgram Municipality, under Ward

No. – 10, Holding No. – 367, Premises at Jessore Road (South) and he has been possessing and enjoying the same peacefully without interruption of others and said SRI DEORAM PATEL alias SRI DEBRAM PATEL.

AND WHEREAS by another Registered Deed of Gift, being No. – 06478, submitted on 21/09/2012 and registered on 24/09/2012, said Sri Chunilal Patel gifted, transferred and conveyed all that the said land measuring an area of 02 Cottah 13 Chittaks 05 sq.ft. of land with dwelling house, being Scheme Plot No. – “C” , lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, comprised in R. S. Dag No. – 716 under Khatian No. – 237, lying within the jurisdiction of local Madhyamgram Municipality, A. D. S. R. O. – Barasat, P. S. – Barasat at present Madhyamgram in the District of North 24 Parganas, in favour of his said brother SRI DEORAM PATEL alias SRI DEBRAM PATEL and delivered Khas possession in his favour and the said Deed was registered with the office of A. D. S. R. Barasat, North 24 Parganas, copied in Book No. – I, CD Volume No. – 25, Pages from 1048 to 1065, being No. – 06478 for the year 2012.

AND WHEREAS thus, by way of gift, after becoming the sole and absolute owner of said **02 Cottah 13 Chittaks 05 sq.ft.** of land being Scheme Plot No. – “C” said SRI DEORAM PATEL alias SRI DEBRAM PATEL, the Owner/ Vendor No. 1 herein, got his name duly recorded in the records of present L. R. Settlement Operation, under L. R. Khatian No. – 4689, R. S. & L. R. Dag No. – 716, Area of Land – 4.8282 Decimals, as 78 share out of 6.19 Acres and he also converted the Nature of the said land from “BAGAN” to “BASTU” (Vide

Memo No. – 197/BL&LRO/BST- II, dated – 13/06/2023) from the Office of the Block Land & Land Reforms Officer, Barasat – II, North 24 Parganas, Government of West Bengal and he also got his name duly mutated in the office of local Madhyamgram Municipality, under Ward No. – 10, Holding No. – 368, Premises at Jessore Road (South) and he has been possessing and enjoying the same peacefully without interruption of others and said SRI DEORAM PATEL alias SRI DEBRAM PATEL.

AND WHEREAS said SMT. DHANAGOURI PATEL, the Owner/ Vendor No. 2 herein, being the owner of **03 Cottah 05 Chittaks 06 sq.ft.** of land, being Scheme Plot No. – “A”, got her name duly recorded in the records of present L. R. Settlement Operation, under L. R. Khatian No. – 5853, R. S. & L. R. Dag No. – 716, Area of Land – 5.5091 Decimals, as 89 share out of 6.19 Acres and she also converted the Nature of the said land from “BAGAN” to “BASTU” **(Vide Memo No. – 196/BL&LRO/BST- II, dated – 13/06/2023)** from the Office of the Block Land & Land Reforms Officer, Barasat – II, North 24 Parganas, Government of West Bengal and she also got his name duly mutated in the office of local Madhyamgram Municipality, under Ward No. – 10, Holding No. – 366, Premises at Jessore Road (South) and she has been possessing and enjoying the same peacefully without interruption of others and said SMT. DHANAGOURI PATEL.

AND WHEREAS SMT. DHANAGOURI PATEL & SRI DEORAM PATEL alias SRI DEBRAM PATEL had sold the land measuring **09 (Nine) Cottahs 07 (Seven) Chittaks 02 (Two) sq.ft.**, be the same a little more or less, out of which 03 Cottah 04 Chittaks 36 sq.ft. of land in Scheme Plot No. – “B”, under L. R. Khatian No. – **4834** (Stands in the name of Debram Patel), being Holding No. –

367 (Stands in the name of Deoram Patel) and 02 Cottah 13 Chittaks 05 sq.ft. of land in Scheme Plot No. – “C”, under L. R. Khatian No. – **4689** (Stands in the name of Deoram Patel), being Holding No. – 368 (Stands in the name of Deoram Patel) and 03 Cottah 05 Chittaks 06 sq.ft. of land in Scheme Plot No. – “A”, under L. R. Khatian No. – **5853** (Stands in the name of Dhana Gouri Patel), being Holding No. – 366 (Stands in the name of Dhangouri Patel), the said total land comprised in R. S. & L. R. Dag No. – 716, lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, under Khatian No. – 237 corresponding to L. R. Khatian No. - 4834, 4689 & 5853 lying within the jurisdiction of local Madhyamgram Municipality, under Ward No. – 10, Holding No. – 367, 368 & 366, Premises at Jessore Road (South), A. D. S. R. O. – Barasat, P. S. – Barasat at present Madhyamgram in the District of North 24 Parganas, more fully and particularly described in the Schedule to the present owner by a deed of sale which was registered at DSR-II at Barasat recorded in Book No1, Volume No 1502-2023 pages from 201977 to 202009 being Deed No 1502-07610 for the year 2023.

AND WHEREAS during enjoyment of the said property then present owner had mutated the said land measuring **09 (Nine) Cottahs 07 (Seven) Chittaks 02 (Two) sq.ft.**, to the BL & LRO at Barasat –II vide LR Khatian No. 8236 in LR Dag No 716 . That land owner also mutated the said land to the Madhyamgarm municipality vide Holding No 366 Jessore Road South, Assessee no 1329677.

AND WHEREAS the land owners had started for developing the said premises by constructing a multi-storied building (**B+G+4**) over the said plot of land as per

building plan to be sanctioned by the Madhyamgram Municipality vide no COM-52/MM/2023-24 Dt. 20/12/2023.

AND WHEREAS all that the Self-contained a flat vide no on the Floor measuring Carpet area Sq.ft., saleable area Sq.ft. more or less (including Super Built up area) and a covered Garage on Basement measuring Sq. ft. more or less of the Five storied building (G+4 presently existing) within the said building in the name and style of "THE GRAND" being more fully described in the Schedule 'B' of this deed of sale and the said building raised over the land being mentioned and elucidated in the Schedule - 'A' of this indenture.

AND WHEREAS the Brick Built Self-Contained a flat vide no on the Floor measuring Carpet area Sq.ft., saleable area Sq.ft. more or less (including Super Built up area) and a covered Garage on Basement measuring Sq. ft. more or less described under the Schedule -'B' here of TOGETHERWITH the impartial proportionate share to the land underneath is the Sale matter and prime object of this Deed.

AND WHEREAS the Purchaser having interested to purchase a self-contained a flat vide no on the Floor measuring Carpet area Sq.ft., saleable area Sq.ft. more or less (including Super Built up area) and a covered Garage on Basement measuring Sq. ft. more or less from the Land Owner in the said building duly inspected all the relevant title deeds, documents of the said Owners, the Land Owner 's authority and right therein, the sanctioned building plan, structural plan and also areas,

dimensions, measurements, specifications and other details whatsoever concerning the said property/building and the flat and having satisfied herself with regard thereto;

AND WHEREAS the Purchaser approached the Land Owner and agreed to purchase a a flat vide no on the Floor measuring Carpet area Sq.ft., saleable area Sq.ft. more or less (including Super Built up area) and a covered Garage on Basement measuring Sq. ft. more or less (herein after referred to as the said flat fully mentioned in the SCHEDULE "B" hereunder written along with undivided proportionate impartible share or interest in the land underneath the said building together with all easement rights over all the common parts and portions in the said building fully mentioned in the "C" SCHEDULE hereunder written at or for the price of **Rs.**/- (.....).

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the said sum of **Rs.**/- (.....) well and truly paid by the Purchaser to the Developer on or before the execution of these presents (the receipt whereof the Developer do hereby admit and acknowledge) and of and from the payment of the said amount and every part thereof the Owners and the Developer do hereby absolutely and indefeasibly grant sell convey transfer assign and assure unto and in favour of the PURCHASER the said residential a flat vide no on the Floor measuring Carpet area Sq.ft., saleable area Sq.ft. more or less (including Super Built up area) and a covered Garage on Basement measuring Sq. ft. more or less (herein after

referred to as the said Flat), fully mentioned in the SECOND SCHEDULE hereunder written together with ALL THAT the impartible and undivided proportionate share or interest in the land comprised in the said premises appertaining to Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, under Khatian No. – 237 corresponding to L. R. Khatian No. - 4834, 4689 & 5853 Corresponding LR Khatian No. 8236 in RS & LR Dag No 716 lying within the jurisdiction of local Madhyamgram Municipality, under Ward No. – 10, Holding No 366 Jessore Road South, Assessee no 1329677 A. D. S. R. O. – Barasat, P. S. – Barasat at present Madhyamgram in the District of North 24 Parganas, Kol 129, fully and particularly described in the FIRST SCHEDULE hereunder written TOGETHER WITH the flat with all fittings, fixtures, easements, rights, privileges along with the right to use and enjoy the common areas and installations fully mentioned in the THIRD SCHEDULE hereunder written in common with the co-owners of the building AND the reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Flat AND all the estate right title interest property claim and demand whatsoever on the Owners/Developer out of or upon the said share in the said premises and the said flat and all other benefits and rights herein comprised and hereby granted sold conveyed and transferred or expressed or intended so to be and every part thereof respectively TOGETHER WITH their and every of their respective rights liberties and appurtenances whatsoever to and unto the PURCHASER AND TOGETHER WITH all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Flat belonging

to the PURCHASER TO HAVE AND TO HOLD the said share in the said premises and the said Flat and the other benefits and rights hereby granted sold conveyed and transferred and every part or parts unto the PURCHASER absolutely and forever free from all encumbrances trusts liens lispens attachments whatsoever (save those as are expressly mentioned herein) AND observance fulfilment and performance of the restrictions terms and conditions covenants and obligations AND the Owners and the Developer shall have no liability and/or right whatsoever on the said Flat described in the "Second Schedule" hereunder written after the date of execution of this Deed of Conveyance AND it shall be lawful for the PURCHASER from time to time and at all times hereafter to peaceably and quietly hold use possesses and enjoy the said Flat and the share in the said premises and to receive the rents issues and profits thereof without any interruption hindrance claim or disturbance through under or in trust for the Owners or the Developer AND further the Owners and the Developer and all other person or persons having or lawfully equitably claiming any estate, right, title or interest whatsoever in the said Flat and proportionate share in the said land from through under or in trust for the Owners and the Developer shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the said PURCHASER do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said Flat here by sold, granted, transferred, conveyed, assigned and assured and

every part thereof unto and to the use of the PURCHASER shall or may be reasonably required.

THIS INDENTURE FURTHER WITNESSETH as follows: -

- i) **PREMISES** shall mean the ALL THAT piece and parcel of Bastu land measuring total **09 (Nine) Cottahs 07 (Seven) Chittaks 02 (Two) sq.ft.**, more or less lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, under Khatian No. – 237 corresponding to L. R. Khatian No. - 4834, 4689 & 5853 Corresponding LR Khatian No. 8236 in RS & LR Dag No 716 lying within the jurisdiction of local Madhyamgram Municipality, under Ward No. – 10, Holding No 366 Jessore Road South, Assessee no 1329677 A. D. S. R. O. – Barasat, P. S. – Barasat at present Madhyamgram in the District of North 24 Parganas, Kol 129 fully mentioned in the FIRST SCHEDULE hereunder written and wherever the context so permits or intends shall also include the building thereon.
- ii) **SAID SHARE** of the said premises shall mean an undivided impartible proportionate share in the land comprised in the said premises attributable to the said flat, described in the Second Schedule hereunder written.
- iii) **BUILDING** shall mean and include the building constructed by the Developer on the said premises.
- iv) **CO-OWNER** shall according to its context mean all the persons who have acquired and who may hereafter acquire or own flats/Shops in the said premises.

- v) **COMMON** areas and installations shall mean and include the stair-case landings, lobby, passage, terrace, pathways, installation at the premises as mentioned in the Third Schedule hereunder written and expressed or intended for common use and enjoyment of the co-owners.
- vi) **COMMON EXPENSES** shall mean and include the purpose of maintaining the premises in particular the common area and installations, collection and disbursement of the common expenses and dealing with the matters of common interest of the co-owners and matters relating to the most beneficial use and enjoyment of their respective units exclusively as mentioned in the Fourth Schedule hereunder written and the said expenses to be paid proportionately along with other co-owners of the premises.
- vii) **SAID UNIT** shall mean the said complete flat and/or other spaces as mentioned and described in the Second Schedule hereunder written and undivided proportionate share in the common areas and installations in the premises.
- viii) **ASSOCIATION** shall mean any association, syndicate, committee or society of all the co-owners that may be formed for the purpose of management, maintenance and administration of the common purpose.
- ix) **SINGULAR** number shall mean and include the plural number and vice versa.
- x) **MASCULINE** gender shall mean and include the feminine gender and vice versa.

THE PURCHASER DOETH HEREBY COVENANT WITH THE OWNERS AND THE DEVELOPER as follows: -

1. The PURCHASER bind themselves to pay regularly and punctually all Municipal rates and taxes and other outgoings and impositions (including water tax, Urban Land Tax or any other taxes that may be imposed etc.) in respect of the said Unit wholly and in respect of the building and the premises proportionately and the liability of the PURCHASER for payment of the same shall accrue with effect from the date of registration of this deed of conveyance.
2. The Purchaser agrees to specific conditions and covenant running with the land that the land of the said property shall be always indivisible and impartible and the PURCHASER shall own only undivided proportionate shares in the same and the PURCHASER shall not claim any division or partition or separation thereof.
3. The PURCHASER shall pay and meet all the charges for electricity and other utilities/services Municipal rates or taxes relating to the flat wholly upon mutation. Beside the above the PURCHASER shall proportionately pay the association the cost of maintenance and management of common service & facilities as mentioned in the Fourth Schedule hereunder written.
4. The PURCHASER shall not for any reason whatsoever obstruct the Land Owner in completing and/or carrying out the present and future construction of the building nor shall obstruct the Land Owner and/or the Owners in their transferring Owners' Allocation of the said building/premises to any other person or persons.

5. The PURCHASER shall have the right to obtain all necessary connection and/or lines amenities for the use and enjoyment of the said Flat hereby purchased.
6. The PURCHASER, their employees, the visitors and agents shall have the right of ingress in and ingress out of the said flat through staircase landings corridors, and passage leading to the main entrance common spaces and/or the road.
7. The PURCHASER, their servant and/or agents shall not in any way obstruct or cause to be obstructed the common passage landing areas roofs or staircases of the premises nor store therein any rubbish or other materials goods or furniture nor shall do or cause to be done or allow any act deed matter or thing whereby the use and enjoyment of the common parts the common amenities and the common convenience of the said building be in any way prejudicially affected or vitiated.
8. That upon registration the PURCHASER shall have right to mutate their names as joint owners of the said flat in the records of the Madhyamgram Municipality and/or have the said flat separately numbered and assessed for taxes and the Vendors/Developers shall whenever required by the Purchaser give their consent or approval in writing for the purpose of such mutation and separate assessment.
9. The Purchaser shall keep the said unit and other partition walls, sewers, drains pipes and entrance and main entrance exclusively serving the said unit in good condition.

10. The Purchaser shall observe and perform all rules regulations and restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.

11. That the PURCHASER on purchasing the flat shall be entitled to sale, mortgage, lease, or otherwise alienate the said Flat subject to the terms and conditions contained herein without the consent of the other co-owners of the said premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the PURCHASER. It is also agreed that the PURCHASER shall acquire full right, title and interest in the said flat hereby sold to her on the basis of registration of the sale deed of the said flat.

12. As long as the said Flat in the said building is not separately assessed for municipal taxes and other charges, the PURCHASER shall pay proportionate share of water charges and municipal taxes and other statutory taxes as assessed on the whole building to the Land Owner and on its formation to the Association as mentioned above. Once the said flat is separately assessed the PURCHASER shall be liable directly to the authority/department concerned for such payment of rates and taxes.

13. That the PURCHASER shall have the right of half of the depth of the ceiling above, the pillars and the joints and the common partition wall demarcation her flat from the adjacent flat and full ownership of other walls, doors, windows and all fittings and shall be entitled to repair and maintain the same but she shall not be entitled to damage or open door or window on common wall encroaching the privacy of the adjoining Flat owners. The

PURCHASER shall have no right of demolishing their flat nor seek partition of the common area and facilities.

14. The PURCHASER shall allow the Land Owner /Association and its workmen to enter into the said flat for carrying out the works required for the common purpose on receipt of prior notice in this regard.

15. The PURCHASER shall not store in the said flat any goods, which are of hazardous obnoxious combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the said flat is situated or storing of which is unlawful. In case any damage is caused to the building / flat due to negligence or default of the PURCHASER, the PURCHASER shall be liable for the consequences of the breach for any such default.

16. The PURCHASER shall not demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the flat or any part thereof or to the building nor any alteration in the elevation and outside colour scheme of the building/shop and shall not change or in any other manner damage columns, beams, walls, slabs or R.C.C. or other structural foundation in the flat or any portion of the building causing danger to the building.

17. In using the said Unit and the common areas and installations of the said building and the premises, neither the PURCHASER nor any member of the family of the PURCHASER shall do the following act;

- i) Make any unnecessary noise;
- ii) Leave any litter other than in a place provided for the purpose;

iii) Leave or cause to be left any article or thing where they may or are likely to obstruct the free use of other parts of the building by others.

18. The PURCHASER shall sign all papers and documents and do all other acts, deeds, things as the Developer/ Association may lawfully require there to do from time to time for safeguarding the said building and the interest of other co-owners.

19. The PURCHASER shall co-operate for formation of the association and bear and pay the proportionate costs and expenses for formation of the Association.

THE FIRST SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF LAND

ALL THAT piece and parcel of Bastu land measuring about **09 (Nine) Cottahs 07 (Seven) Chittaks 02 (Two) sq.ft.**, along with B+G+4 multistoried building in the name & style of **THE GRAND** standing thereon, lying and situated at Mouza – Doharia, J. L. No. – 45, Re. Sa. No. – 132, under Khatian No. – 237 corresponding to L. R. Khatian No. - 4834, 4689 & 5853 Corresponding LR Khatian No. 8236 in RS & LR Dag No 716 lying within the jurisdiction of local Madhyamgram Municipality, under Ward No. – 10, Holding No 366 Jessore Road South, Assessee no 1329677 A. D. S. R. O. – Barasat, P. S. – Barasat at present Madhyamgram in the District of North 24 Parganas, Kol 129 and the land is butted and bounded by: -

ON THE NORTH : 14 feet wide Road.

ON THE SOUTH : L/O Rajesh Jadav and another's Land.

ON THE EAST : 60 feet wide Jessore Road.

ON THE WEST : H/O Ganesh Karmakar

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a demarcated self-contained residential flooring a flat vide no on the Floor measuring Carpet area Sq.ft., saleable area Sq.ft. more or less (including Super Built up area) and a covered Garage on Basement measuring Sq. ft. more or less , consisting ofBed Rooms, ... Dinning, ... Kitchen, ... Toilet, Balcony, **within the Multi-storied Building**, together with undivided proportionate share of underneath land and other common amenities and facilities including easement and quasi-easement rights along with restrictions and reservations as stated aforesaid as attached with the Basement, Ground Floor of the Multi-storied Building, having Madhyamgram Municipality, under Ward No. – 10, Holding No 366 Jessore Road South, Assesse no 1329677 A. D. S. R. O. – Barasat, P. S. – Barasat at present Madhyamgram in the District of North 24 Parganas, Kol 129 fully described “A” SCHEDULE herein above written along with other common amenities and facilities allotted thereto from better enjoyment of the said Unit(s).

THE Flat is butted & Bounded by :

On the North

On the South

On the East

On the West

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common rights and facilities)

- a. Entrance and exists internal roads, and footpath.
- b. Common durwans space, Caretaker Room, Security Camera Room, (if any).
- c. Boundary walls and main gates.
- d. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive are of any unit and/or exclusively for its use).
- e. Staircases lobbies on all the floors and vacant area of the ultimate roof of the building (Roof right will not be available for Garage, Flat and Godown owners, but rights attached to the Ground Floor and Particular Floor will be available only).
- f. Tube well and water supply system, water pumps, water pump rooms, overhead tank, septic tank together with all common plumbing installation for carriage of water (save only those as are exclusively within for the use of any unit.)
- g. Lighting fixtures and fittings in common area from common use.
- h. Lift, Lift Duct, Lift Pit etc.
- i. All other areas meant for Common use within the Building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
Cost of maintenance of common service & facilities

- a. All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating and rebuilding, reconstructing, lighting the common portions and common areas in the proposed building including the outer walls.
- b. The salary of all persons employed for the common purposes including security personnel, sweepers, plumbers, electricians, telephone operators, generator operator, Lift operators etc. **(if any)**.
- c. The insurance premium for insuring the proposed buildings, if any.
- d. .All charges and deposits for supplies of common utilities to the co-owners in common.
- e. Ground rent, municipal tax, water tax and other levies in respect of the land and the proposed building save those separately assessed in favour of the Purchaser/Purchasers.
- f. Costs/expenses of constitution and operation of the association.
- g. Costs of running, maintenance, repairs and replacement of pumps.
- h. Electricity charges for the electrical energy consumed for the operation of the common services including common area Lightings, water pumps, Lift etc.
- i. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
- j. The expenses incurred for maintain in office for common purposes.

- k. All other expenses, including rent, rates and taxes if any payable to local bodies and other levies etc. as are deemed by the Vendors or Govt. authority concern to be necessary or incidental 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, painting and/or periodic repairing of the common portions.

IN WITNESS WHERE OF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESSES:-

1

**SIGNATURE OF THE OWNERS/
VENDOR**

2.

Drafted and prepared by-

Partha Pratim Mandal

Advocate

Enrolment No.- WB/108/2001

District Judges' Court, Barasat,
North 24 Parganas (W.B.)

SIGNATURE OF THE PURCHASE

MEMO OF CONSIDERATION

Received of and from the within the named PURCHASER the sum **Rs.**
...../- (.....) being the
consideration money payable under this presence:

Date	Cash/Cheque No.	Bank	Branch	Amount.
By Total				Rs./-

WITNESSES:-

1.

**SIGNATURE OF THE
VENDORS/OWNER**

2.