

# DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (Two Thousand Twenty Three);

## **BETWEEN**

**1. SMT. AVA KOLEY** wife of Late Dilip Kumar Koley having (**PAN No. DZWPK7111J**), (**Aadhaar No- 5509 6517 7956**), by Nationality – Indian, by Faith Hindu, by Occupation – Housewife, **2. SRI DEBASISH KOLAY @ DEBASISH KOLEY** son of Late Dilip Kumar Kolay having (**PAN No. FFTPK0890D**), (**Aadhaar No- 9838 6762 9776**), by Nationality – Indian, by Faith Hindu, by Occupation – Business, both are residing at 58/25, H. K. Sarkar Road, Koley Para, P.O. Talpukur, P. S. Titagarh, Kolkata 700 123 in the District of North 24-Parganas and **3. SRI JOYDEB KUMAR KOLEY @ JOYDEB KOLEY @ JOYDEB KR KOLEY** son of Late Gour Chandra Koley having (**PAN No. AMEPK8360K**), (**Aadhaar No- 9526 8845 7127**), by Nationality – Indian, by Faith Hindu, by Occupation – service all are residing at 58/25, H. K. Sarkar Road, Koley Para, P.O. Talpukur, P. S. Titagarh, Kolkata 700 123 in the District of North 24-Parganas, West Bengal, hereinafter jointly called and referred to as the **LANDOWNERS/VENDORS** (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include their respective heirs, legal representatives, executors and assigns) of the **FIRST PARTY**.

The Land owners represented by their constituted attorney **M/S. S. S. ENTERPRISE** having **PAN – ADQFS7372A** a Partnership Firm having its Office at 142/2, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata 700 122, West Bengal, represented by its Partners, **1. SRI SALIL BISWAS** son of Late Mahananda Biswas, having (**PAN - AMRPB0576D**), (**Aadhaar No- 7235 8350 9529**), by Religion Hindu, by Occupation - Business, by Nationality Indian, residing at 142/173, Barasat Road, P.O. Nona Chandanpukur, P.S.

Titagarh, District:- North 24-Parganas, Kolkata - 700122, West Bengal and **2. SRI SUBARAN MONDAL** son of Sri Datakarna Mondal, having **(PAN - BFYPM7105L)**, **(Aadhaar No- 5166 6985 5641)**, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at Ruiya Paschimpara, Khardah, P.O. Patulia, P.S. Khardah, District:- North 24 Parganas, PIN- 700119, West Bengal, by virtue of a Registered Power of Attorney which was duly registered before A.D.S.R. Barrackpore and copied in Book No. I, Volume No.1505-2020 , Pages from 81907 to 81943, Being No. 150502464 for the year 2020.

**1. SMT. AVA KOLEY & 2. SRI DEBASISH KOLEY @ SRI DEBASISH KOLAY** the Land owners further represented by their constituted attorney **M/S. S. S. ENTERPRISE** having **PAN – ADQFS7372A** a Partnership Firm having its Office at 142/2, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata 700 122, West Bengal, represented by its Partners, **1. SRI SALIL BISWAS** son of Late Mahananda Biswas, having **(PAN - AMRPB0576D)**, **(Aadhaar No- 7235 8350 9529)**, by Religion Hindu, by Occupation - Business, by Nationality Indian, residing at 142/173, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata - 700122, West Bengal and **2. SRI SUBARAN MONDAL** son of Sri Datakarna Mondal, having **(PAN - BFYPM7105L)**, **(Aadhaar No- 5166 6985 5641)**, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at Ruiya Paschimpara, Khardah, P.O. Patulia, P.S. Khardah, District:- North 24 Parganas, PIN- 700119, West Bengal, by virtue of a Registered Power of Attorney which was duly registered before A.D.S.R. Barrackpore and copied in Book No. I, Volume No.1505-2020 , Pages from 81630 to 81660, Being No. 150502466 for

the year 2020.

**SRI JOYDEB KUMAR KOLEY @ JOYDEB KOLEY @ JOYDEB KR KOLEY** the Land owner further represented by his constituted attorney **M/S. S. S. ENTERPRISE** having **PAN – ADQFS7372A** a Partnership Firm having its Office at 142/2, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata 700 122, West Bengal, represented by its Partners, **1. SRI SALIL BISWAS** son of Late Mahananda Biswas, having (**PAN - AMRPB0576D**), (**Aadhaar No- 7235 8350 9529**), by Religion Hindu, by Occupation - Business, by Nationality Indian, residing at 142/173, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata - 700122, West Bengal and **2. SRI SUBARAN MONDAL** son of Sri Datakarna Mondal, having (**PAN - BFYPM7105L**), (**Aadhaar No- 5166 6985 5641**), by Religion Hindu, by Occupation Business, by Nationality Indian, residing at Ruiya Paschimpara, Khardah, P.O. Patulia, P.S. Khardah, District:- North 24 Parganas, PIN- 700119, West Bengal, by virtue of a Registered Power of Attorney which was duly registered before D.S.R-I. Barasat North 24 Parganas and copied in Book No- I, Volume No- 1501-2018, Pages from 164762 to 164787, Being No- 150106037 for the year 2018.

**AND**

**M/S. S. S. ENTERPRISE** having **PAN – ADQFS7372A** a Partnership Firm having its Office at 142/2, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata 700 122, West Bengal, represented by its Partners, **1. SRI SALIL BISWAS** son of Late Mahananda Biswas, having (**PAN - AMRPB0576D**), (**Aadhaar No- 7235 8350 9529**), by Religion Hindu, by Occupation - Business, by Nationality

Indian, residing at 142/173, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata - 700122, West Bengal and **2. SRI SUBARAN MONDAL** son of Sri Datakarna Mondal, having (**PAN - BFYPM7105L**), (**Aadhaar No- 5166 6985 5641**), by Religion Hindu, by Occupation Business, by Nationality Indian, residing at Ruiya Paschimpara, Khardah, P.O. Patulia, P.S. Khardah, District:- North 24 Parganas, PIN- 700119, West Bengal hereinafter called and referred to as the "**DEVELOPERS**" (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include the said Firm its successors-in-office and/or representatives, executors and assigns) of the **SECOND PARTY**.

**AND**

(1) ..... son of ....., having (**PAN-.....**), (**AADHAAR - .....**), by Faith - Hindu, by Nationality - Indian, by Occupation - ....., (2) ..... wife of ....., having (**PAN-.....**), (**AADHAAR - .....**), by Faith - Hindu, by Nationality - Indian, by Occupation - ....., both are ....., P.O.- ....., P.S.- ....., District- ....., Pin- ....., West Bengal, hereinafter called and referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PARTY**.

**WHEREAS** Smt. Kamala Bala Koley, Sri Dilip Kumar Koley, Sri Gour Chandra Koley & Sri Joydeb Koley purchased a plot of land

measuring about 07 Cottahs 05 Chittacks or 12 Sataks more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas by virtue of a Registered Sale Deed on 22.09.1976 which was duly registered before S.R. Barrackpore and duly copied in Book No. I, Volume No. 64, Pages from 111 to 115, Being No. 3691 for the year 1976 from Bijali Kumar Chatterjee and Bidyut Kumar Chatterjee.

**AND WHEREAS** said Smt. Kamala Bala Koley, Sri Dilip Kumar Koley, Sri Gour Chandra Koley & Sri Joydeb Koley mutated their names before Barrackpore Municipality being Holding No. 58 (25), H.K. Sarkar Road under Ward No. 12.

**AND WHEREAS** while seized and possessed the same Smt. Kamala Bala Koley transferred her undivided 1/4<sup>th</sup> share of total land measuring about 07 Cottahs 05 Chittacks more or less which is lying and situated at Mouza-Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas by virtue of a Registered Sale Deed on 13.01.1997 which was duly registered before A.D.S.R. Barrackpore and duly copied in Book No. I, Volume No. 4, Pages from 255 to 262, Being No- 149 for the year 1997 in favour of Sri Dilip Kumar Koley.

**AND WHEREAS** said Sri Dilip Kumar Koley by way of said two Registered Sale Deeds became the absolute owner of the **undivided half share** of the plot of land measuring about 07 Cottahs 05 Chittacks more or

less i.e. 03 Cottahs 10 Chittacks 22.5 Sq.ft. more or less which is lying and situated at Mouza- Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas.

**AND WHEREAS** while seizing and possessing the same said Sri Dilip Kumar Koley died intestate leaving behind his wife namely Smt. Ava Koley and one son namely Sri Debasish Koley as his legal heirs and successors and they jointly inherited the aforesaid property left by said Sri Dilip Kumar Koley.

**AND WHEREAS** one of the owner Gour Chandra Koley executed a Registered WILL and bequeathed his 1/4<sup>th</sup> share of land in favour of Sri Joydeb Koley. Subsequently after death of Gour Chandra Koley, obtained probate from Ld. District delegate Court at Barrackpore vide Probate Case No. 385/13. And Learned Court issued Probate Certificate on 30.05.2017.

**AND WHEREAS** said Sri Joydeb Koley by way of Registered Sale Deed & Probate of the WILL became the absolute owner of the undivided half share of the plot of land measuring about 07Cottahs 05Chittacks more or less i.e. 03 Cottahs 10 Chittacks 22.5 Sq.ft. more or less which is lying and situated at Mouza- Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas.

**AND WHEREAS** thus said **Smt. Ava Koley, Sri Debasish Koley and Sri Joydeb Koley** became the joint owners of ALL THAT piece and parcel of land measuring an area of 07Cottahs 05Chittacks more or less which is lying and situated at Mouza-Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas and while enjoying the right title and interest of the same they mutated their names in the records of the Barrackpore Municipality and the said property was known reputed and numbered as Municipal Holding No. 58/25, H.K. Sarkar Road under Ward No. 12.

**AND**

**WHEREAS** said Sri Dilip Kumar Koley purchased a plot of land measuring an area about 10 Satak more or less which is lying and situated at Mouza- Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 ( Land measuring about 09 Satak) & C.S Dag No. 727 Corresponding to R.S Dag No. 7281 under R.S. Khatian No. 888 ( Land measuring about 01 Satak) within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas by virtue of a Registered Sale Deed on 12.02.1977 which was duly registered before A.D.S.R. Barasat and duly copied in Book No. I, Volume No. 14, Pages from 5 to 9, Being No. 409 for the year 1977 from Smt. Bijali Kumar Chatterjee and Sri Bidyut Kumar Chatterjee.

**AND WHEREAS** said Sri Dilip Kumar Koley by way said purchased he became the absolute owner of the plot of land measuring



about 10 Satak more or less and he mutated his name before Barrackpore Municipality being Municipal Holding No. 59 (25/1), H.K. Sarkar Road under Ward No. 12 and also before B.L & L.R.O.

**AND WHEREAS** while seizing and possessing the same said Sri Dilip Kumar Koley died intestate leaving behind his wife namely Smt. Ava Koley and one son namely Sri Debasish Koley as his legal heirs and successors and they jointly inherited the aforesaid property left by said Sri Dilip Kumar Koley.

**AND WHEREAS** by way of Inheritance said **Smt. Ava Koley** and **Sri Debasish Koley** became the joint owners of a plot of land measuring an area about 10 Satak more or less which is lying and situated at Mouza-Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 ( Land measuring about 09 Satak) & C.S Dag No. 727 Corresponding to R.S Dag No. 7281 under R.S. Khatian No. 888 ( Land measuring about 01 Satak) within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganasand while enjoying the right title and interest of the same they mutated their names in the records of the Barrackpore Municipality and the said property was known reputed and numbered as Municipal Holding No. 59 (25/1), H.K. Sarkar Road under Ward No. 12.

**AND**

**WHEREAS** said Sri Joydeb Koley @ Joydeb Kr. Koley purchased a plot of land measuring about 11 Satak more or less which is lying and situated at Mouza- Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag

No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas by virtue of a Registered Sale Deed on 12.02.1977 which was duly registered before A.D.R. Barasat and duly copied in Book No. I, Volume No. 7, Pages from 148 to 152, Being No. 408 for the year 1977 from Sri Bijali Kumar Chatterjee and Sri Bidyut Kumar Chatterjee.

**AND WHEREAS** said Sri Joydeb Koley @ Joydeb Kr. Koley by way said purchased he became the absolute owner of the plot of land measuring about 11 Satak more or less and he mutated his name before Barrackpore Municipality being Municipal Holding No. 60 (25/2), H.K. Sarkar Road under Ward No. 12.

**AND WHEREAS** the above named land owners of the first part are jointly and individually in respect of the property as mentioned in the First Schedule desirous to develop their property as described in the Schedule written hereunder by way of raising pucca multi-storied building (G+4) comprising of certain shop rooms and residential flat and garages upon the schedule property.

**AND WHEREAS** due to lack of fund of expenses the above named land owners of the First part is not in a position to materialize their desire as to affecting the development of their property as described in the schedule below.

**AND WHEREAS** the above named owners/vendors of the First Part have given an offer to the party of the Second Part to develop the said property by way of construction of a (G+4) multi storied building subject to the approval by the local Barrackpore Municipal Authority at the

developer's own costs and in pursuance of the Building Plan as would be sanctioned by the Local Barrackpore Municipality.

**AND WHEREAS** the Party of the Second Part having immense experience as building and having sound financial capability has accepted the said offer of the party of the First Part so as to effecting development upon the said property as described in the Schedule below after having due satisfaction relating to be right, title and interest of the owner of the First Part over the Schedule property written hereunder on terms and conditions let down hereunder and has mutually agreed by and between the parties hereto.

**AND WHEREAS** subsequently 1) **SMT. AVA KOLEY** 2) **SRI DEBASISH KOLEY** 3) **SRI JOYDEB KOLEY @ JOYDEB KR KOLEY** land owners of Holding No. 58/25, H.K. Sarkar Road under Ward No. 12 within the local limits of Barrackpore Municipality, are entered into a Registered Development Agreement which is registered before A.D.S.R.O. Barrackpore and copied in Book No. I, Volume No.1505-2020, Pages- 81506 to 81552, Being No-150502444 for the year 2020 and a Registered Power of Attorney which is registered before A.D.S.R.O. Barrackpore and copied in Book No. I, Volume No.1505-2020, Pages from - 81907 to 81943, Being No. 150502464 for the year 2020 and 1) **SMT. AVA KOLEY** 2) **SRI DEBASISH KOLEY** land owners of Holding No. 59 (25/1), H.K. Sarkar Road under Ward No. 12 within the local limits of Barrackpore Municipality are entered into a Registered Development Agreement which is registered before A.D.S.R.O. Barrackpore and copied in Book No. I, Volume No.1505-2020, Pages- 81865 to 81906, Being No-150502445 for the year 2020 and a Registered Power of Attorney which is registered before A.D.S.R.O.

Barrackpore and copied in Book No. I, Volume No.1505-2020, Pages from - 81630 to 81660, Being No. 150502466 for the year 2020 and **SRI JOYDEB KOLEY @ JOYDEB KR KOLEY** land owner of Holding No. 60 (25/2), H.K. Sarkar Road under Ward No. 12 under Barrackpore Municipality is entered into a Registered Development Agreement which is registered before D.S.R.-I Barasat North 24 Parganas and copied in Book No. I, Volume No.1501-2018, Pages- 164134 to 164167, Being No-150106008 for the year 2018 and a Registered Power of Attorney which is registered before D.S.R.-I Barasat North 24 Parganas and copied in Book No. I, Volume No.1501-2018, Pages from - 164762 to 164787, Being No. 150106037 for the year 2018 under the terms and conditions contained therein to raise construction of a multi-storied building thereon so that the Owners hand over the possession of the said Scheduled mentioned land along with present dilapidated structure to the Developer herein.

**AND WHEREAS** in registered development agreement vide No-150106008 and registered development power of attorney vide No-150106037 dated 31/08/2018 although the said property is situated and lying at Holding No. 60 (25/2), H. K. Sarkar Road, it has been wrongfully typed as 59(25/1) H. K. Sarkar Road.

**AND WHEREAS** accordingly one Declaration Deed has been executed stating that the actual and correct Holding No. is 60 (25/2), H. K. Sarkar Road, which was registered at the Office of the D.S.R.O.-I, Barasat North 24 Parganas and recorded in the Book No. I, Volume No- 1501-2021, Pages from 16511 to 16532, being Deed No- 150108103 for the year 2020 dated 22/12/2020.

**AND WHEREAS** the owners herein amalgamated their three plot

of land i.e. total land measuring about **20 Cottahs 05 Chittacks** more or less into a single holding and their new amalgamated Holding No- 58(25) H.K. Sarkar Road under Barrackpore Municipality under Ward No. 12 which is more fully described in the **SCHEDULE- A** hereunder written and seizing and possessing the same without any interruption from any corner.

**AND WHEREAS** the present owners/vendors view to develop the said plot of land and sanctioned a building Plan from Barrackpore Municipality vide No. 127/PS-GF/Plinth/Bg, dated 03.02.2022.

**AND WHEREAS** as per the aforesaid building plan Developer have started at their own cost the process of erection and / or construction of the G+4 multi storied building including the common parts facilities and / or amenities therein situated and lying at 58(25) H.K. Sarkar Road under Barrackpore Municipality under Ward No. 12 and the present owners/ vendors have expressed their desire to sell the portion or portions of the said building after completion on “Ownership basis”.

**AND WHEREAS** the Developers has exclusive right to sell the Developer’s Allocation and received the earnest money from the Purchasers in the name of the Firm as agreed between the Developers and the owners hereinabove in consonance with the Development Agreement and Power of Attorney executed in favour of Developers.

**AND WHEREAS** the Purchasers have inspected and satisfied with the title deeds of Land Owners sanctioned Building Plan and other necessary papers relating to the said land and being satisfied have

agreed.

**AND WHEREAS** the Purchasers herein has inspected and is satisfied with the construction of the said multi-storied building and all relevant documents of the said property of the Vendors/Developers herein and also the title and sanctioned plan in the name of the Vendors and also the Developers, thereafter Purchasers have agreed to purchase a **Flat** being No. "....." on the ..... **Floor**, ..... side, **Block-.....**, measuring about **Covered area ..... Sq.Ft** or **Super Built up Area ..... Sq.Ft.** more or less of the said building namely "**SHIV SHANKAR APARTMENT**" together with undivided proportionate share in the common areas and facilities, amenities at a total cost of **Rs. ....../-** [**Rupees .....**] **only** for the said Flat under the terms and conditions hereinafter appearing to which the Developers has agreed.

**AND WHEREAS** the Purchasers have agreed to purchase a **Flat** being No. "....." on the ..... **Floor**, ..... side, **Block-.....**, measuring about **Covered area ..... Sq.Ft** or **Super Built up Area ..... Sq.Ft.** more or less. The Purchasers have now approached to the Developers as well as the Power of Attorney Holder including the owners above named for acquiring all that the Units being **Flat** being No. "....." on the ..... **Floor**, ..... side, **Block-.....**, measuring about **Covered area ..... Sq.Ft** or **Super Built up Area ..... Sq.Ft.** more or less amounting to a total consideration amount of **Rs. ....../-** [**Rupees .....**] **only** forming part of the Developer's allocation (morefully and particularly described in the Second Schedule hereunder written) together with proportionate share in the common parts and common facilities to be determined by the Developers at the time of making over possession of the said Unit / Flat and together

with the proportionate share in the land comprised in the said premises and attributable to the said Unit / Flat (hereinafter collectively referred to as the SAID UNIT) for the consideration and on the terms and conditions hereinafter appearing .

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

In pursuance of the said agreement and in consideration of sum of **Rs. ....../- [Rupees .....]** only paid by the Purchasers to the Developers in manner stated in the memo of consideration appended below [the receipt whereof the Developers doth hereby as well as by the receipt hereunder written. admit and acknowledge and from the same and every part thereof doth hereby acquit, release and forever discharge the said proportionate share or interest in the said property represented by **Flat** being No. "....." on the ..... **Floor**, ..... side, **Block-.....**, measuring about **Covered area ..... Sq.Ft** or **Super Built up Area ..... Sq.Ft.** more or less with the undivided proportionate share or interest in the said comprised in the demised property more fully and particularly described **SECOND SCHEDULE** hereunder written (hereinafter referred to as the proportionate share) of land and in **ALL THAT** the piece and parcel of land measuring **20 Katha 05 Chottacks** more or less together with multi-storied residential cum commercial building known as "**SHIV SHANKAR APARTMENT**" along with all fixture and fittings if any together with all easement right, lying and situated at **Mouza- Chanak**, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to **R.S. & L.R. Dag No. 7276**, under R.S. Khatian No. 186 corresponding to **L.R. Khatian No- 9205, 9206 & 9207** and C.S Dag No. 727 Corresponding to **R.S. & L.R. Dag No. 7281** under R.S. Khatian No. 888

corresponding to **L.R. Khatian No- 9201 & 9202**, within the local limits of Barrackpore Municipality being Municipal Amalgamation  **Holding No. 58(25), H.K. Sarkar Road** under **Ward No- 12** under **P.S. Titagarh**, within the jurisdiction of Office of the Additional District Sub Registrar, Barrackpore in the District North 24-Parganas more fully and particularly described in the **FIRST SCHEDULE** hereunder written and the Developers herein has constructed the unit for and on behalf of the Purchasers as per said sanctioned plan duly sanctioned by the Barrackpore Municipality and in further consideration of the Purchasers agreed to comply with all the terms and conditions covenants and situations mentioned herein below **TOGETHR WITH** the right to use the common parts with the Owners and/or occupier of the other portions of the Building more fully and particularly described in the **THIRD SCHEDULE** hereunder written and in further consideration of the payment as specified in the **FOURTH SCHEDULE** hereunder written **TOGETHER WITH** right to use common passage of the said building with the Owners and/or Occupier of the said building for the purpose of egress and ingress or **HOWSOEVER OTHERWISE** the said proportionate share or any part thereof were or was situated or bounded called, known, numbered, described or distinguished **TOGETHER WITH** all the walls, yards, compound, way, paths passages water sources and other rights, liberties, privileges, easements, appendages and appurtenances whatsoever to the said proportionate share belonging or in any view appertaining thereto or usually held used occupied or enjoyed therewith or known as part or parcel thereof **AND THE REVERSIONS REMAINDERS AND THE RENT ISSUES AND PROFITS OR AND** in connection with the said proportionate share **AND ALL** the estate right, title, interests, claims and demand whatsoever of the Vendors into or upon the said proportionate



share **AND ALL OTHER RIGHTS** herein comprised and hereby sold, granted, conveyed, transferred, assigned and assured and/or interested so to be the every part or parts thereof respectively **TOGETHER WITH** there and every part of their respective rights, appurtenances whatsoever to and unto the Purchasers free from all encumbrances, trust, liens and attachments **TOGETHER WITH** easements or quasi-easements and other stipulations and provision in connection with beneficial use and enjoyment of the said proportionate share and **TO HAVE AND TO HOLD** the said proportionate share and all other rights, here sold, granted, conveyed, transferred, assigned and assured as every part thereof respectively absolutely and forever.

**THE VENDORS AND THE DEVELOPERS DO AND EACH OF THEM DOTH HEREBY CONVENANT WITH THE PURCHASERS:**

[a] That notwithstanding any act deed or thing whatsoever heretofore done committed or knowingly suffered by the Vendors and the Developers to the contrary the Developers are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

[b] That the Developers have good rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said proportionate undivided share in the said land and the said flat and every part thereof unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these present.

[c] That the Land Owners / vendors and the developers shall have no right over the roof after delivery of building and original documents related to this property in favour of flat owners or flat owner's association. The developers have every right to amalgamate the adjacent plot of any side of the land at any time for construction purpose and the mandatory open space of the building shall be treated as common space in future.

[d] That it shall be lawful for the Purchasers at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said flat and receive the rent issues and profits thereof without any lawful eviction, interruption hindrance, disturbance, claim or demand, whatsoever from or by the Developers or any person or persons having or lawfully or the Developers or any person or persons having or lawfully or equitably claiming any estate right, title and interest whatsoever in the said proportionate undivided share in the said land, and the flat from under through or in trust for the Developers and free clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Developers well and sufficiently saved defended kept harmless and indemnified or from the against all charge lispendens and encumbrances, whatsoever made done executed or knowingly suffered by the Vendors and the Developers.

[e] That the Developers all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said proportionate share in the said flat from through under or in trust for the Vendors and the said flat from through under trust for the Vendors and the Developers shall and will from time to time and all times hereafter at the request and cost of the Purchasers does make acknowledge and execute or

cause to be done made acknowledge and executed all such further and other acts, deeds, things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

**THE PURCHASERS DOTH HEREBY COVENANTS WITH THE VENDORS AND THE DEVELOPERS AS FOLLOWS :**

[a] That the Purchasers shall maintain at their own cost the unit hereby sold and conveyed in good condition.

[b] The Purchasers shall keep the walls of the said unit and partition walls, sewers, drains, pipe and other fittings and fixture appurtenances thereto belonging in good tentable repair and condition as in particularly so as to support, shelter and project and parapets and other portion of the building besides the said unit.

[c] That the Purchasers shall not use the unit for any purpose other than for residential purpose and shall not store or allow to be stored any inflammable goods other than domestic use.

[d] That the Purchasers shall not any time demolish or cause to be demolished, damage or cause to be damaged the unit or any part thereof which will weaken the main structure of the building or do any such thing without approval of Vendor's/Developer's Architects and Engineers.

[e] Upon the formation and registration of the said Society/Association the respective obligations and convenience of the Vendors, the Purchasers

and all other person and parties owning other units in the said building herein contained shall cease and shall vest in the Society/Association.

[f] The Purchasers, their servants and agents shall not in any way obstruct or cause to be obstructed the common passages, landings, staircase of the said property not store therein any rubbish or other materials.

[g] From the date of delivery of possession of the said premises and/or unit or flat the Purchasers shall have to pay the proportionate share of monthly maintenance charges for service and maintenance of common parts, common easements, etc. as mentioned in the Fourth Schedule hereto.

[h] So long as the said premises shall not be separately assessed for Municipal Taxes, the Purchasers shall pay the proportionate share of the Municipal Taxes, rates [both owner and occupier] Surcharge if any assessed on the said property and the building thereon.

[i] The Purchasers shall be allowed to install or affix any name plate, signboard in the place specified for the purpose in the said building.

[j] That, the Purchasers shall pay monthly lift maintenance charges compulsorily whether they use the lift or not.

[k] That the Purchasers shall have absolute right to sell, mortgage, gift, lease or any kind of transfer the said flat hereby sold, conveyed, granted, transferred including the super built-up area.

[l] That the Purchasers shall not throw or accumulate dirt, rubbish, rags or other refuses or permit the same to be thrown or allow the same to be accumulated in their flat or in the compound or any portion of the said building.

[m] That the Purchasers shall have the common right of use and enjoyment of the roof of the top floor of the building and the Purchasers their heirs, executors, administrators, representatives, assigns shall not claim any right for further construction on the roof for any purpose.

(n) The Vendors and the Developers will support any application made by the Purchasers for mutation of the name of the Purchasers on the flat hereby sold and will at the cost of the person requiring the same to do all that may be required to do for obtaining mutation in favour of the Purchasers.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(Description of the Total Property)**

**ALL THAT** piece and parcel of land measuring an area **20 Katha 05 Chottacks** which is lying and situated at **Mouza- Chanak**, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to **R.S. & L.R. Dag No. 7276**, under R.S. Khatian No. 186 corresponding to **L.R. Khatian No- 9205, 9206 & 9207** and C.S Dag No. 727 Corresponding to **R.S. & L.R. Dag No. 7281** under R.S. Khatian No. 888 corresponding to **L.R. Khatian No- 9201 & 9202**, within the local limits of Barrackpore Municipality being Municipal Amalgamation **Holding No. 58(25), H.K. Sarkar Road** under **Ward No- 12** under **P.S. Titagarh**, within the jurisdiction of Office of the Additional District Sub Registrar, Barrackpore in the District North 24-Parganas. Which is butted and bounded by:-

**ON THE NORTH** : By H.K. Sarkar Road.  
**ON THE SOUTH** : Others House (R.S. Dag No- 7281P).  
**ON THE EAST** : R.S. Dag No- 7276, 7277, 7279;

**ON THE WEST** : 03'-00" wide Municipal Drain;

**SECOND SCHEDULE ABOVE REFERRED TO**

**[Description of the said FLAT is sold]**

**ALL THAT** piece and parcel of Self contained residential **Marble Flooring Flat** being No. "....." on the ..... **Floor**, ..... side, **Block-.....**, measuring about **Covered area** ..... **Sq.Ft** or **Super Built up Area** ..... **Sq.Ft.** more or less, consisting of ..... (.....) Bedroom, ..... (.....) Drawing cum Dining, ..... (.....) Kitchen, ..... (.....) Toilet, ..... (.....) Bath, ..... (.....) W.C., ..... (.....) Balcony, marked by **RED** **Border** in the annexed **Site Plan** with **Lift Facility** together with common portions, areas and facilities, that specification more fully described in the Third Schedule, having undivided impartible proportionate share in the land more specifically described in the First Schedule and/or common facilitated of the Ground plus three Storied building namely **"SHIV SHANKAR APARTMENT"**, situated and standing on the land more fully stated in the First Schedule, being municipal  **Holding No - 58(25), H.K. Sarkar Road** under P.S- Titagarh, within the local limits of jurisdiction of Barrackpore Municipality having under **Ward No - 12**, Dist. North 24 Parganas. Kolkata – 700123. The sold Flat delineated with **'RED'** border line in the **MAP** or Plan annexed herewith and annexed plan will be treated as a part and parcel of this **DEED**. Which is butted and bounded as follows:-

**ON THE NORTH** : .....

**ON THE SOUTH** : .....

**ON THE EAST** : .....

**ON THE WEST** : .....

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

**[common portions, areas and facilities include]**

- a] The said land described in the first schedule hereinabove written.
- b] The foundation, columns, girders, beams, supports, main walls, stair, stair case, lift and entrances and exists of building.
- c] Concealed electrical wiring and fitting and fixtures for lighting in the staircase, common passage, lift and other common areas in the building and the said land.
- d] Drains and sewers from the building to the Municipal ducts.
- e] Staircase and lobbies of marble flooring having lighting fixtures.
- f] Water pump and meter together with the space required therefore, deep tube well, overhead tank and distribution pipes from the tank to different units and from deep tube well to the tank and water purifier room.
- g] Water and evacuation pipes from the units to drains and sewers common to the building.
- h] Boundary walls and main gate at said land.

It is clarified that the common portion shall include the open space reserved in the said land surrounding the said building left open as per building regulations. The roof and the parapet walls of the building will also be a part of common portion for the co-owner of the building. The co-owners are not entitled to make any kind of temporary or permanent construction on the roof of the building and/or the common passage.

- i] Common Two Wheeler Parking.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**

**[Cost of maintenance of common service or facilities]**

1. Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters, fresh and rain water pipe, drains, sewerage and water storage tanks and electric wires, motors, generators, lift and other applications and passages in or under or upon the building and enjoyed or used by the Purchasers in common with the other occupiers of flat and main entrance passage landing staircase of the building enjoyed by the Purchasers or used by him in common as aforesaid and boundary walls of the building, compound, terraces etc.
2. Cost of cleaning and lighting the passage, landing, staircase and other parts of the building as enjoyed or used by the Purchasers in common as aforesaid.
3. Cost of maintenance and decorating the exteriors of the building.
4. Cost of working and maintenance of light and service charges.
5. Municipal rates and taxes, save those separately assessed for individual unit.
6. Premium of insurance of the building.
7. Costs and charges of establishment for maintenance of the building and the said salaries of all persons employed for the same purpose.
8. The office expenses incurred for maintaining the flat for common purpose.



9. All other expenses and outgoing as are deemed by the Developers to the necessary incidental for and regulating interest and/or the rights of the Purchasers and occupiers including the Developers and the owners or co-shares.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**

**[Easements]**

The Purchasers and other co-owners shall be entitled to all right privileges, vertical and lateral supports, easements, quasi-easements, appendages and/or appurtenances whatsoever belonging to and/or any wise appertaining to their respective flat/ apartment or the roof or the building or therewith usually held , used, occupies or enjoyed or reputed to be known as part hereafter morefully specified.

1. The right to access in common with the co-owners of the building at all times and for all normal domestic purpose connected with the use and enjoyment of the said flat/ apartment and other flat /apartments in the said building.

2. The right of way in common as aforesaid and at all times and for all purposes connected with the reasonable use and enjoyment of the respective flat of the co-owners comprised within the said building and the said land.

3. The right of paths and passages in all the common portions for Gas, Electricity, Water from and to the respective flat of the co-owners and the

roof of the building through pipes, drains, wires and conduits lying or being in under through or over the said building and the said land as they may be reasonably necessary for the beneficial occupation of the Areas of the co-owners for all purpose whatsoever.

4. The right of passage of utilities including connection for Telephones, Television pipes, cables, conduits etc. through each and every part of the building including the said unit.

5. Right to support, shelter and protection of each portion of the building by other and/or other thereof as far as they protect the same.

6. The absolute unfiltered and unencumbered right over the common portions subject to the terms and conditions herein contained.

7. Such right, supports, easements and appurtenances as usually held, used, occupied or enjoyed as part or parcel of the said unit.

8. Right to install television antenna on the stair cover of the roof of the building without in any manner disturbing any co-owners entitled exclusively to the same.

9. The right with or without workmen are necessary supply of materials of the Purchasers to enter from time to time upon the other parts of the building including the other units for the purposes of repairing so far as may be necessary such pipes, drains, wires and conduits and for the purpose of rebuilding repairing or cleaning any part or portions of the said building, in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entries.

10. The right to use stair case and lift in common with co-owners of the building.

**IN WITNESSES WHEREOF** the parties herein have hereunto set and subscribed their respective signatures and seals on this the day, moth and year first above written.

**SIGNED, SEALED AND DELIVERED**  
**BY THE PARTIES IN THE PRESENCE OF :**

1.

2.

---

Signature of the Owners/  
Vendors

**Drafted and prepared by :-**

(.....)

Advocate,  
..... Court.  
En :.....

---

Signature of the Developers

**Typed by :**

(.....)

---

Signature of the Purchasers

**RECEIVED Rs. ..../- [Rupees .....]**

**only** from the within named Purchasers being full and final consideration money as per following memo:

**MEMO OF CONSIDERATION :**

<u>Date</u>	<u>Cash/Draft Cheque No</u>	<u>Issuing Bank/Branch</u>	<u>Amount (Rs.</u>
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**Total : Rs...../-**

**[Rupees .....] only.**

**WITNESSES :**

1.

2.

\_\_\_\_\_  
Signature of the Developers