

DEED OF CONVEYANCE

THIS CONVEYANCE made this day of Two Thousand
(201....)

AMONG

(1) **Mrs. RAMA AICH**, (PAN **CLJPA6219B**) daughter of Late Sudhir Ranjan Das & W/o. Mr. Manish Aich, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 2 Vivekananda Colony, Panihati (M), 24 Parganas North, Kolkata – 700114.

(2) **Mr. ASHISH DAS**, (PAN **DTQPD5615G**) son of Late Sudhir Ranjan Das, by faith Hindu, by Nationality Indian, by occupation service, residing at 57 Teachers Co-Operative Society, Kamarhati (M), 24 Parganas North, Kolkata – 100109.

(3) **Ms. RINKU DAS**, (PAN **AZPPD2946Q**) daughter of Late Sudhir Ranjan Das, by faith Hindu, by Nationality Indian, by occupation service, residing at 57 Teachers Co-Operative Society, Kamarhati (M), 24 Parganas North, Kolkata – 100109.

(4) **Mrs. BINAPANI CHAKRABORTY**, (PAN **BPJPC1273C**) daughter of Late Umesh Chandra Chakraborty & W/o. Mr. Satish Chakraborty, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 1/84 Jatindas Nagar, Belghoria Kamarhati (m), Kolkata – 700056.

(5) **Mrs. CHABI RANI CHAKRABORTY**, (PAN **BQVPC1582P**) wife of Late Haripada Chakraborty and daughter of Late Bishweswar Chakraborty, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 54 Teachers Co-Operative Society, Kamarhati (M), 24 Parganas North, Kolkata – 100109.

(6) **Mr. ARUN CHAKRABORTY**, (PAN **BPJPC1247F**) son of Late Haripada Chakraborty, by faith Hindu, by Nationality Indian, by occupation business, residing at 54, Teachers Co-Operative Society, Kamarhati (M), 24 Parganas North, Kolkata – 100109.

(7) **Mr. SHYAMAL CHAKRABORTY**, (PAN **BODPC0249F**) son of Late Haripada Chakraborty, by faith Hindu, by Nationality Indian, by occupation

service, residing at 54 Teachers Co-Operative Society, Kamarhati (M), 24 Parganas North, Kolkata – 100109.

(8) Mrs. BHARTI CHAKRABORTY (PAN -----) daughter of Late Haripada Chakraborty & wife of Mr. Gopal Chakraborty, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 48 Suraj Sen Street, Belghoria, Kolkata – 700056.

(9) Mrs. SIMA MUKHERJEE (PAN **BGPPM6572D**) wife of Mr. Somnath Mukherjee, by faith Hindu, by Nationality Indian, by occupation housewife, residing at Natagarh, Canal Side, Panihati (m), Kolkata – 700112.

(10) Mrs. MADHABI KUSARI (PAN **BZPPK3542J**) wife of Late Dipak Kusari, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 8/1 Abdul Latif Street, Belghoria Kolkata – 700056.

(11) Mrs. DIPA BANIK (PAN **AXPPB3126JU**) wife of Mr. Debabrata Banik, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 19/1/, Rashbihari Ghosal Lane, Malipanchghara, Howrah-711107.

(12) Mrs SANDHYA DAS (PAN **DYFPD4116J**) wife of Mr. Parimal Das, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 60, Adarsha Pally, Belghoria, Kamarhati (m) Kolkata -700056.

(13) Mrs SIPRA DUTTA (PAN BZMPD9290F) wife of Late Molay Dutta , by faith Hindu, by Nationality Indian, by occupation housewife, residing at 87 Uday Villa Udbastu Pally, Kamarhati (m) Kolkata – 700056. all the vendors represented by their constituted attorney ADITYA CONSTRUCTION) (Deed No. 128) 2017-2018 (ABKFA0046K) a PARTNERSHIP FIRM having its Registered Office at (47, Tarun Pally, D P Nagar, Belghoria, North 24 Parganas, Kamarhati(m) Kolkata-700056 WB being represented by its partners 1) BISWAJIT TRIVEDI (PAN AHPPT5484K) (AADHAAR 7533 7949 2018) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 2) DEBABRATA SINHA (PAN CGKPS9161C) (AADHAAR 2466 8515 9987) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 vide two separate Development Power of Attorney dated 04th May 2018 and registered at the office of the Additional District Sub Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2018, Pages from 63814 to 63836, Being No. 152602571 for the year 2018 & dated 18th May 2017 Book No. I, CD Volume No. 1526-2017, Pages from 38293 to 38326, Being No. 152601399 for the year 2017 respectively

hereinafter jointly referred to as the VENDORS/LANDOWNERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs/heiress, executors, administrators, legal representatives and assigns) of the FIRST PART

AND

(1) XXX XXXXXX XXXXXX (PAN XXXXXXXXXXXXX), Wo/So of xxx xxxxx xxxxx, by religion XXXXX, by Nationality Indian, by occupation- XXXXX

(2) XXX XXXXX XXXXXXXX (PAN XXXXXXXXXXXXX), Wo/So of xxxx xxxxx xxxxxxxx, by religion xxxxx, by Nationality Indian, by occupation- xxxxx, both are residing at, District

..... hereinafter jointly 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 respective heirs, executors, administrators, representatives and assigns) of the **SECOND PART**

AND

ADITYA CONSTRUCTION) (Deed No. 128) 2017-2018 (**ABKFA0046K**) a PARTNERSHIP FIRM having its Registered Office at (47, Tarun Pally, D P Nagar, Belghoria, North 24 Parganas, Kamarhati(m) Kolkata-700056 WB being represented by its partners **1) BISWAJIT TRIVEDI** (PAN **AHPPT5484K**) (AADHAAR **7533 7949 2018**) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 **2) DEBABRATA SINHA** (PAN **CGKPS9161C**) (AADHAAR **2466 8515 9987**) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 hereinafter referred to as the **"PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **THIRD PART**

WHEREAS by a deed of indenture, dated 30.03.1981 THE BARRACKPORE SUBDIVISIONAL CO-OPERATIVE TEACHERS COLONY SOCIETY LIMITED purchased a land from the Government of West Bengal ALL THAT piece or parcel of land measuring about 4.78 acres appertaining to R.S .DAG Nos. 113, 114, 115,116 &117, under Khatian Nos. 6 J. L No.2 in Mouza – Basudebpur, District 24 Parganas North.

WHEREAS there after the said THE BARRACKPORE SUB – DIVISIONAL CO-OPARATIVE TEACHERS COLONY SOCIETY LIMITED divided the said land in different plots and said the plots among the member of the society.

And whereas one Mr. UMESH CHANDRA CHAKRABORTY son of late Gobindo Chakraborty was one of the member of the said society purchased a plot measuring about 2 Cottahs 0 chittacks and 0 sq.ft be the same little more or less from the said society on 18.07.1982 and for the sake brevity herein after called the said land which was registered on 18th July 1982 in the office of the Additional District Sub Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 299-1982, Pages from 133 to 135, being No. 6451 for the year 1982.

AND WHEREAS having been owner of said land the said Mr. Umesh Chandra Chakraborty duly constructed one stoned building measuring an area of 300 sq.ft. thereupon and died intestate on 19th January 1991 leaving them surviving his one son namely Hari Pada Chakraborty and one daughter namely Binapani Chakraborty as his only legal heirs/ heiress and successors to her estate and accordingly after the demise of said Mr. Umesh Chandra Chakraborty the said property devolved upon her aforesaid legal heirs and successors became the joint owners of the said property by virtue of inheritance and under the Hindu Succession Act 1956 and his wife predeceased him

AND WHEREAS having been owners of said land the said Mr. Hari Pada Chakraborty died intestate on 08th November 2007 leaving behind his widow **Chabi Rani Chakraborty** and two son Arun Chakraborty and Shyamal Chakraborty & five daughters Bharati Chakraborty, Sima Mukherjee, Madhabi Kusari, Dipa Banik, Sandhya Das as his legal heirs/ heiress and successors to his estate and accordingly after the demise of said Mr. Hari Pada Chakraborty his aforesaid legal heirs and successors became the joint owners of the said property by virtue of

inheritance and under the Hindu Succession Act 1956

AND WHEREAS in the event that have happened the said Binapani Chakraborty, Chabi Rani Chakraborty, Arun Chakraborty, Shyamal Chakraborty, Bharati Chakraborty, Sima Mukherjee, Madhabi Kusari, Dipa Banik and Sandhya Das by way of inheritance from their respective predeceased in interest are thus now joint owners of the land measuring an area of **ALL THAT** piece or parcel of land measuring an area of 2 (Two) Cottahs 0 (Zero) chittacks be the same a little more or less together a Kutcha House measuring an area of 300 sq.ft. and presently the said property has been reassessed and renumbered appertaining to Mouza Basudebpur, J.L. No. 2, C.S. & R.S. Plot No. 113, lying and situated at **Premises No. 54, Holding No. 426** (New), 426 (Old), under Kamarhati Municipality, Ward No. 24, P.S. Belghoria, District North 24 Parganas fully mentioned in the **First Schedule Part-I** hereunder written.

WHEREAS by a deed of indenture, dated 30.03.1981 THE BARRACKPORE SUBDIVISIONAL CO-OPERATIVE TEACHERS COLONY SOCIETY LIMITED purchased a land from the Government of West Bengal ALL THAT piece or parcel of land measuring about 4.78 acres appertaining to R.S .DAG Nos. 113, 114, 115, 116 & 117, under Khatian Nos. 6 J. L No.2 in Mouza – Basudebpur, District 24 Parganas North.

WHEREAS there after the said THE BARRACKPORE SUB – DIVISIONAL CO-OPERATIVE TEACHERS COLONY SOCIETY LIMITED divided the said land in different plots and said the plots among the member of the society.

AND WHEREAS one Mr. MILAN DAS one of the member of the said society purchased a plot measuring about 2 Cottahs 8 Chittacks and 36 Sq. Ft. be the same little more or less from the said society on 08.07.1982 and for the sake brevity herein after called the said land which was registered in the office of the Additional District Sub Registrar Cossipore Dum Dum. Being no-6449 for the year 1982.

AND WHEREAS Mrs. SIPRA DUTTA purchases the said Land measuring 1 Cottahs 1 Chittacks and 0 Sq. Ft. from Mr. MILAN DAS by a sale Deed being no- 1289 recorded in Book – I for the year 2009 registered at Cossipore Dumdum on 17th February 2009.

WHEREAS the Owner Mrs. SIPRA DUTTA is seized and possessed of otherwise well and sufficiently entitled to all that the land and premises situate of land containing by estimation an area of 1 Cottahs – 1 Chittack – 0 Sq. Ft more or less lying and situated at Mouza – Basudebpur , Plot No. 54/A, C.S/R.S.DAG No. 113, 114, 115, 116 & 117, under Khatian No. 6, J.L No. 2, Holding at 425/1, Teacher's Co-Operative Society, P.S.-Belghoria, District 24 Parganas North, Kolkata – 700056

AND WHEREAS the said Smt. Binapani Chakraborty, Smt. Chabi rani Chakraborty, Sri. Arun Chakraborty, Sri. Shyamal Chakraborty, Smt Bharati Chakraborty, Smt Sima Mukherjee, Smt Madhabi Kusari, Smt. Dipa Banik, Smt. Sandhya Das and Smt. Sipra Dutta having decided to develop the "said land " and to erect a **G+ Three Storied** commercial cum residential building thereat, duly proposed the Developer to the planned development of the said property after demolition of the existing old dwelling house and by constructing a new **G+ Three Storied** residential-cum-commercial building thereon comprising of self-contained residential flats/units / shops / garages etc. on ownership basis according to the sanctioned building plan to be sanctioned by the **Kamarhati** Municipality.

AND WHEREAS on 18th May 2017 the landowners herein executed and registered a Development Agreement with the ADITYA CONSTRUCTION the Developer herein and registered at the office of the Additional District Sub Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2017, Pages from 38110 to 38159, being No. 152601394 for the year 2017 for such purposes under the terms and conditions fully mentioned therein.

AND WHEREAS in terms of the said Development Agreement the Owners herein on the same date i.e. 18th May 2017 executed a Development Power of Attorney in favor of the said **ADITYA CONSTRUCTION**, the Developer herein being represented by its Partners **1) BISWAJIT TRIVEDI** (PAN AHPPT5484K) (AADHAAR 7533 7949 2018) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 **2) DEBABRATA SINHA** (PAN CGKPS9161C) (AADHAAR 2466 8515 9987) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 and registered at the Office of the Additional

District Sub- Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2017, Pages from 38293 to 38326, Being No. 152601399 for the year 2017.

WHEREAS by a deed of indenture, dated 30.03.1981 THE BARRACKPORE SUB – DIVISIONAL CO - OPERATIVE TEACHERS COLONY SOCIETY LIMITED purchased a land from the Government of West Bengal ALL THAT piece or parcel of land measuring about 4.78 acres appertaining to DAG Nos. 113, 114, 115, 116 & 117, under Khatian Nos. 6, J. L No.2 in Mouza Basudebpur, P.O-Agarpara, and District-24 Parganas North.

WHEREAS there after the said THE BARRACKPORE SUB – DIVISIONAL CO-OPERATIVE TEACHERS COLONY SOCIETY LIMITED divided the said land in different plots and sold the said plots amongst the member of the society.

AND WHEREAS one Mr. SUDHIR RANJAN DAS one of the member of the said society purchased a plot measuring about 3 Cottahs – 0 Chittack – 0 Sq. Ft be the same little more or less from the said society on 30th March 1981 and for the sake brevity herein after called the said land which was registered in the office of the Additional District Sub Registrar Cossipore Dum Dum and entered in Book No. I, CD Volume No. 76-1981, Pages from 139 to 144, being No. 3162 for the year 1981.

AND WHEREAS having been owner of said land the said Mr. Sudhir Ranjan Das duly constructed one stoned building measuring an area of 400 sq.ft. thereupon and died intestate on 20th November 2016 leaving them surviving his one son namely Mr. Ashish Das and two daughters namely Mrs. Rama Aich and Ms. Rinku Das as his only legal heirs/ heiress and successors to her estate and accordingly after the demise of said Mr. Sudhir Ranjan Das the said property devolved upon her aforesaid legal heirs and successors became the joint owners of the said property by virtue of inheritance and under the Hindu Succession Act 1956 and his wife predeceased him.

AND WHEREAS the said Mr. Ashish Das, Mrs. Rama Aich and Ms. Rinku Das having decided to develop the "said land " and to erect a **G+ Three Storied** commercial cum residential building thereat, duly proposed the Developer to the planned development of the said property after demolition of the existing old dwelling house and by constructing a new **G+ Three Storied** residential-cum-commercial building

thereon comprising of self-contained residential flats/units / shops / garages etc. on ownership basis according to the sanctioned building plan to be sanctioned by the **Kamarhati** Municipality.

AND WHEREAS on 04th May 2018 the landowners herein executed and registered a Development Agreement with the "**ADITYA CONSTRUCTION**" the Developer herein and registered at the office of the Additional District Sub Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2018, Pages from 63447 to 63477, being No. 152602559 for the year 2018 for such purposes under the terms and conditions fully mentioned therein.

AND WHEREAS in terms of the said Development Agreement the Owners herein on the same date i.e. 04th May 2018 executed a Development Power of Attorney in favor of the said "**ADITYA CONSTRUCTION**", the Developer herein being represented by its Partners **1) BISWAJIT TRIVEDI** (PAN AHPPT5484K) (AADHAAR 7533 7949 2018) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 **2) DEBABRATA SINHA** (PAN CGKPS9161C) (AADHAAR 2466 8515 9987) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 and registered at the Office of the Additional District Sub- Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2018, Pages from 63814 to 63836, Being No. 152602571 for the year 2018.

AND WHEREAS the Owners in course such owning and possessing of the property mentioned hereinabove and hereunder written in the schedule having desirous of developing jointly the said premises by constructing a new building after demolishing the existing structure in accordance with the plan or plans sanctioned by **Kamarhati** Municipality at the aforesaid land of the Owners and accordingly the said three holdings being Holding No. **365** Teachers Co-operative Society, Holding No. **425/1** Teachers Co-operative Society & Holding No. **426** Teachers Co-operative Society duly amalgamated in to a single holding being **Holding No. 365** Teachers Co-operative Society fully mentioned in the **First Schedule Part-III** hereunder written.

AND WHEREAS the said Developer herein having decided to develop the "said land" and to erect a **G + Three Storied** commercial cum residential building thereat duly obtained a building sanction plan Being BP No 137/19-20 dated 30.07.2019 sanctioned by the **Kamarhati Municipality**.

AND WHEREAS in terms of the hereinbefore in part recited deed of Development Agreement the said Developer has completed the construction of the said pucca brick built **G+Three Storied** residential cum commercial building on the said land consists of several flats, units & garage in the said building and premises known as "**ADITYA ENCLAVE**" fully mentioned in the **FIRST SCHEDULE** hereunder written and the said Developer and the Owners intend to sell certain flats in the said building;

AND WHEREAS the Purchasers having interested to purchase a self-contained residential flat in the said building duly inspected all the relevant title deeds, documents of the said Owners, the Developer'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 has satisfied themselves with regard thereto;

AND WHEREAS the Purchasers approached the Developer and agreed to purchase from the Developer's allocation a **Flat Being Flat No** , measuring a carpet area of **..... sq. ft.** be the same a little more or less (.....sq.ft. covered area) & havingsq.ft balcony on the **Facing** on the **Floor** comprising of **bed rooms, dining/drawing, ... kitchen, toilets & balconies** of the **G Plus Three storied** (herein after referred to as the said **Flat**) fully mentioned in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said flat 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 **THIRD SCHEDULE** hereunder written at or for the price of **Rs./-(Rupees)** only

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the said sum of **Rs./-(Rupees)** only well and truly paid by the Purchasers 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 Purchasers the said **Flat Being Flat No.**, measuring a carpet area of **..... sq. ft.** be the same a little more or less & having **.....sq.ft** balcony on the **..... Facing** on the **..... Floor** comprising of **..... bed rooms, dining/drawing, one kitchen, toilets & one balconies** of the **G Plus Three storied** 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 Basudebpur, Plot No. 57, C.S.DAG No. 113, under Khatian Nos. 6, J. L No.2 , Holding 365 Teachers' Co Operative Society, P.O. – Belghoria, District 24 Parganas North, Kolkata-700056, District North 24 Parganas 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 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 Purchasers **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 Purchasers **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 Purchasers absolutely and forever free from all encumbrances and attachments whatsoever (save those as are expressly mentioned herein) **AND** observance fulfillment 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 Purchasers 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 Owner or the Developer **AND** further the Owner 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 Owner 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 Purchasers 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 Purchasers shall or may be reasonably required.

THIS INDENTURE FURTHER WITNESSETH as follows: -

- i) **PREMISES** shall mean the bastu land measuring an area of **6(six) Cottahs 1 (one) chittack 0 (zero) square feet** be the same a little more or less together with **G+ Three Storied** building to be constructed known as **"ADITYA ENCLAVE"** appertaining to Mouza Basudebpur, Plot No. 57 C.S.DAG No. 113, , under Khatian Nos. 6, J. L No.2 , Holding at 365 Teachers' Co Operative Society, P.O. – Belghoria, District 24 Parganas North, Kolkata-700056, District North 24 Parganas fully mentioned in the **FIRST SCHEDULE PART-III** 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 and 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 ail the persons who have acquired and who may hereafter acquire or own Rats 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 PURCHASERS DOTH HEREBY COVENANT WITH THE OWNERS AND THE DEVELOPER as follows:-

1. The Purchasers binds themselves to pay regularly and punctually all Municipal rates and taxes and other outgoings and impositions (including Urban Land Tax or any other taxes that may be imposed etc.) in respect of the said flat wholly and in respect of the building and the premises proportionately and the liability of the Purchasers for payment of the same shall accrue with effect from the date of registration of this deed of conveyance.
2. The Purchasers agrees to specific conditions and covenant running with the land that the (and of the said property shall be always

indivisible and impartible and the Purchasers shall be owning only undivided proportionate shares in the same and the Purchasers shall not claim any division or partition or separation thereof.

3. The Purchasers 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 Purchasers 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 Purchasers shall not for any reason whatsoever obstruct the Developer in completing and/or carrying out the present and future construction of the building nor shall obstruct the Developer and/or the Owners in their transferring Owners' Allocation or Developer's residual allocation of the said building/premises to any other person or persons.
5. The Purchasers 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 Purchasers, their employees, the visitors and agents shall have the right of ingress in and egress out of the said flat and passage leading to the said flat and/or the road.
7. The Purchasers, their servant and/or agents shall not in any way use, obstruct or cause to be obstructed the common passage Sanding 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 Purchasers shall have right to mutate their name as owners of the said flat in the records of the Kamarhati Municipality and/or have the said Rat separately numbered and assessed for taxes and the Vendor/Developer shall whenever required by the Purchasers give their consent or approval in writing for the purpose of such mutation and separate assessment.
9. The Purchasers shall keep the said flat and other partition walls, and entrance and exits of the said flat exclusively serving the said flat in good condition.
10. The Purchasers 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 Purchasers 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 Purchasers. It is also agreed that the Purchasers shall acquire full right, title and interest in the said flat hereby sold to him/them 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 Purchasers shall pay proportionate share of municipal taxes and other statutory taxes as assessed on the whole building to the Developer and on its formation to the Association as mentioned above. Once the said flat is separately assessed the Purchasers shall be liable directly to the authority/department concerned for such payment of rates and taxes.

13. That the Purchasers shall have the right of half of the depth of the ceiling above, the pillars and the joints and the common partition wall demarcation their flat from the adjacent garage/flat and full ownership of other walls, shutter and ail fittings and shall be entitled to repair and maintain the same but he/she/they- shall not be entitled to damage or open door or window on common wall encroaching the privacy of the adjoining garage/flat owners. The Purchasers shall have no right of demolishing their fiat nor seek partition of the common area and facilities,
14. The Purchasers shad allow the Developer/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 Purchasers 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 Purchasers, the Purchasers shall be liable for the consequences of the breach for any such default.
16. The Purchasers 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 color scheme of the building/flat and shall not change or in any other manner damage columns, beams, walls, slabs or R.C.C. or other structural foundation in the fiat or any portion of the building causing danger to the building. The Purchasers shall however be allowed to repair and change the shutter of the flat when the same become old and broken and can

also fix personal service amenities etc. in their flat without disturbing the co-owners.

17. In using the said flat and the common areas and installations of the said building and the premises, neither the Purchasers nor any member of the family of the Purchasers 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 Purchasers 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 Purchasers shall co-operate for formation of the association and bear and pay the proportionate costs and expenses for formation of the Association.

ALL THAT piece or parcel of land measuring an area of 3(three) Cottahs 1 (one) chittack be the same a little more or less together with **G+ Three Storied** building to be constructed known as "**ADITYA ENCLAVE**" appertaining to Mouza Basudebpur, Plot No. 54 & 54/1, C.S.DAG No. 113, 114, 115,116 & 117, under Khatian Nos. 6, J. L No.2 , Holding at 426, 425/1 Teachers' Co Operative Society, P.O. – Belghoria, District 24 Parganas North, Kolkata-700056 within the local limits of Kamarhati Municipality and the same is butted and bounded by:

ON THE NORTH	:	18'-0" wide Municipal Road	BY
ON THE SOUTH	:	other land;	
BY ON THE EAST	:	08'-0" wide Municipal Road;	
BY ON THE WEST	:	House of BANAMALI BISWAS & Others.	

THE SCHEDULE A-II ABOVE REFERRED TO

ALL THAT piece or parcel of land measuring an area of 3(three) Cottahs 0 (zero) chittack 0(zero) square feet be the same a little more or less together with **G+ Three Storied** building to be constructed known as "**ADITYA ENCLAVE**" appertaining to Mouza Basudebpur, Plot No. 57, C.S.DAG No. 113, 114, 115, 116 & 117, under Khatian Nos. 6, J. L No.2 , Holding at 365, Teachers' Co Operative Society, P.O. – Belghoria, District 24 Parganas North, Kolkata-700056 within the local limits of Kamarhati Municipality and the same is butted and bounded by:

- ON THE NORTH BY** : House of Smt Chabi Ranichakraborty & others;
ON THE SOUTH BY : Other land;
ON THE EAST BY : 08'-0'' wide Municipal Road;
ON THE WEST BY : House of BANAMALI BISWAS & Others.

THE SCHEDULE A-III ABOVE REFERRED TO
(Amalgamated total property)

ALL THAT piece or parcel of land measuring an area of **6(six) Cottahs 1 (one) chittack 0 (zero) square feet** be the same a little more or less together with **G+ Three Storied** building to be constructed known as "**ADITYA ENCLAVE**" appertaining to Mouza Basudebpur, Plot No. 57, C.S.DAG No. 113, under Khatian Nos. 6, J. L No.2 , Holding 365 Teachers' Co Operative Society, P.O. – Belghoria, District 24 Parganas North, Kolkata-700056 within the local limits of Kamarhati Municipality and the same is butted and bounded by:

- On the North** : 20'-0'' wide Municipal Road
On the South : Other Land
On the East : 08'-0'' wide Municipal Road
On the West : H/o of BANAMALI BISWAS & Others

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a residential **Flat Being Flat No ,** measuring a carpet area ofsq. ft. be the same a little more or less & havingsq.ft balcony on the **Facing** on the **Floor** comprising of **bed rooms, dining/drawing, kitchen, toilets & balconies** of the **G Plus Three storied** building known as "**ADITYA ENCLAVE**" being Premises Nos. 57, Holding No. 365, under Kamarhati Municipality, Ward No. 24, P.S. Belghoria, District North 24 Parganas, together with the undivided proportionate share, right, title, interest, possession of the said land underneath along with undivided proportionate share and right of all common facilities and common amenities belonging to the said building as well as belonging to the said Premises including all easement rights and all rights of ingress and egress of the said flat, at the said schedule property of the said¹ building hereby agreed to sell and transfer by the Owners/Developer/ Confirming Parties to the Purchasers.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common rights and facilities)

1. The said land described in the First Schedule hereinabove written.
2. The foundation, columns, beams, supports main walls, stair, stairways, lift and entrances and exits of the building.
3. Concealed electrical wiring and fittings and fixtures for lighting in the staircase, common passage and other common areas in the building and the said land.
4. Drains and sewers from the building to the Municipal ducts.
5. Staircase lift and lobbies.
6. 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 overhead tank.
7. Water and evacuation pipes from the units to drains and sewers

common to the building.

8. Boundary walls and main gate of the said land.
9. Lift
10. Roof Right for all purposes,

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Cost of maintenance of common service & facilities.

1. Cost of maintenance, repairing, re-decorating etc. of the main structure and in particular the gutters, fresh and rain water-pipe drains, sewers, overhead/ underground water storage tanks, septic tank and electric wires, motors, generators, lift and other appliances and passages in or under or upon the building and enjoyed or used by the Purchasers in common with the other occupiers of the flats and the main entrance, passages landings, staircases of the building enjoyed by the Purchasers or used by them in common as aforesaid.
2. Cost of cleaning and lighting the passages, landing, staircase, lift and other parts of the building as enjoyed or used by the Purchasers in common as aforesaid.
3. Cost of working and maintenance of light and service charges.
4. Cost of maintenance and decorating the exterior of the building.
5. Municipal rates and taxes save those separately assessed.
6. Premium for insurance of the building, if any.
7. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same.

8. All legal expenses appertaining to the maintenances and protection of the said building and disputes regarding claims and/or demands from Municipality and/or local authorities.
9. All charges for maintaining the office for common purposes.

IN WITNESS WHEREOF the Parties hereto set and subscribed their respective hands and seals hereunto on the day, month and the year first above written.

WITNESSES:

1.

2.

As constituted Attorney of -----
-----, -----, -----
-----, -----
-, -----, -----
-----, ----- & ----

SIGNATURE OF THE VENDORS/LAND OWNERS

SIGNATURE OF THE PURCHASERS

**SIGNATURE OF THE DEVELOPERS /
CONFIRMING PARTIES**

Drafted by me

SWAPAN KUNDU
Advocate
Sealdah Civil Court
Enroll No- F 841/10

MEMO OF CONSIDERATION

RECEIVED of and from the within named
Purchasers the within mentioned sum of Rs.

...../- (Rupees
.....) being the
consideration money payable under this
presence,

Rs./-

MEMO

SL/No	Date	Cheque No.	Bank	Branch	Amount (Rs).
1.					
2.					
3.					
4.					
	Total				

(Rupees) only

WITNESSES

1.

SIGNATURE OF THE DEVELOPERS/

2.

CONFIRMING PARTIES