

**THIS DEED OF CONVEYANCE** made this      day of      Two Thousand Twenty

**BETWEEN**

(1) **SRI DIPAK KARMAKAR, (having PAN-AIEPK9983A and Phone-9831007742) (Aadhaar No.2950 7807 3688)**, son of Late Gopal Chandra Karmakar, by faith-Hindu, Nationality - Indian, by occupation-Business, residing at 1/11A, Ekta Heights, 56 Raja S. C. Mallick Road, P.O. and P.S. Jadavpur, Kolkata-700032, (2) **SMT. SIKHA KARMAKAR, (having PAN-AOCPK3801M and Phone-6291188431) (Aadhaar No.3342 1726 3274)**, wife of Sri Dipak Karmakar, by faith-Hindu, Nationality - Indian, by occupation-Business, residing at 1/11A, Ekta Heights, 56 Raja S. C. Mallick Road, P.O. and P.S. Jadavpur, Kolkata-700032, (3) **MISS DIPANWITA KARMAKAR, (having PAN-DXQPK2755C and Phone-7980663507) (Aadhaar No.6325 7830 4956)**, daughter of Sri Dipak Karmakar, by faith-Hindu, Nationality - Indian, by occupation-Unemployed, residing at 1/11A, Ekta Heights, 56 Raja S. C. Mallick Road, P.O. and P.S. Jadavpur, Kolkata-700032 and (4) **MISS PURABI DEY, (having PAN-ALNPD9604P and Phone-7001553881) (Aadhaar No.9734 7281 5820)**, daughter of Late Samarendra Nath Dey, by faith-Hindu, Nationality - Indian, by occupation-Business, residing at 3/36A/1, Vidyasagar, P.O. Naktala, P.S.Netaji Nagar, Kolkata-700047, (5) **M/S. PARADISE LAND AND HOUSING CO. (having PAN-AIEPK9983A)** a proprietorship Firm, having its office at 1D, Milan Park, P.O. Garia, P.S. Patuli, District-South 24 Parganas, Kolkata-700084, being represented by its sole proprietor, **SRI DIPAK KARMAKAR, (having PAN-AIEPK9983A and Phone-9831007742) (Aadhaar No.2950 7807 3688)**, son of Late Gopal Chandra Karmakar, by faith-Hindu, Nationality - Indian, by occupation-Business, residing at 1/11A, Ekta Heights, 56 Raja S. C. Mallick Road, P.O. and P.S. Jadavpur, Kolkata-700032, hereinafter jointly and Collectively called and referred to as **the PROMOTERS/OWNERS** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns) of the **FIRST PART**. Owner No.1, 2, 3 and 4 are being represented by/or acting through their Constituted Attorney **SRI DIPAK KARMAKAR**, the proprietor of M/S. Paradise land and housing co., one of the co-owners (owner no.5 herein) **(having PAN-AIEPK9983A and Phone-9831007742) (Aadhaar No.2950 7807 3688)**, son of Late Gopal Chandra Karmakar, by faith-Hindu, Nationality - Indian, by occupation-Business, residing at 1/11A, Ekta Heights, 56 Raja S. C. Mallick Road, P.O. and P.S. Jadavpur, Kolkata-700032. Authority given by General Power of Attorney registered in Book-.....IV, CD Volume No....., pages from ..... to ....., Being No. .... for the year 2020 of A.D.S.R. Garia. Owner No.5, (5) **M/S. PARADISE LAND AND HOUSING CO. (having PAN-AIEPK9983A)** a proprietorship Firm, having its office at 1D, Milan Park, P.O. Garia, P.S. Patuli, District-South 24 Parganas, Kolkata-700084, being represented by its sole proprietor, **SRI DIPAK KARMAKAR, (having PAN-AIEPK9983A and Phone-9831007742) (Aadhaar No.2950 7807 3688)**, son of Late Gopal Chandra Karmakar, by faith-Hindu, Nationality - Indian, by occupation-Business,

residing at 1/11A, Ekta Heights, 56 Raja S.C.Mallick Road, P.O. and P.S. Jadavpur, Kolkata-700032.

**AND**

....., son of ....., by occupation-....., having PAN-..... (2) ....., wife of ....., by occupation-....., having PAN-....., both by faith-....., Nationality-Indian, residing at ....., P.O & P.S....., Kolkata-....., District-....., hereinafter called the **PURCHASER/S** ( which term or expression shall unless excluded by/or repugnant to the context be deemed to mean and include her/his/their executors, heirs, administrators, Legal represented and assigns) **OF THE OTHER PART**

**WHEREAS:**

**A.** The Owners are seized and possessed of and/or sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or less 31 Cottahs 14 Chattaks 30 Sq.ft but as per L. R. Records and also Municipal assessment records land measures more or less **50.5 decimals** (the split up of the land being :- **7 decimals** (as per R.O.R share- 0.5833) out of 12 decimals of R.S.Dag No.170, **L.R.Dag No.183, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, R.S.Khatian No.620 plus **6 decimals** (as per R.O.R.share-10000) of R.S.Dag No.171, **L.R.Dag No.184, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, R.S.Khatian No.1317 plus **21 decimals** (as per R.O.R.share-0.8400) out of 25 decimals of R.S.Dag No.172, **L.R.Dag No.185, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, C.S.Khatian No.592, R.S.Khatian No.1232 plus **4.5 decimals** (as per R.O.R.share-0.5000) out of 9 decimals of R.S.Dag No.173, **L.R.Dag No.186, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, R.S.Khatian No.708 plus **3 decimals** (as per R.O.R.share-0.3333) out of 9 decimals of R.S.Dag No.173/2191, **L.R.Dag No.191, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, R.S.Khatian No.1306 plus **4 decimals** (as per R.O.R.share-10000) of R.S.Dag No.178, **L.R.Dag No.192, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, R.S.Khatian No.813 plus **5 decimals** (as per R.O.R.share-10000) of R.S.Dag No.179, **L.R.Dag No.193, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, R.S.Khatian No.817) situate and lying at **Mouza-Kumrakhali, J.L.No.48, R.S.No.131, Touzi No.260, Pargana-Medanmolla, Police Station-Narendrapur, (Previously Sonarpur), A.D.S.R. office at Garia, comprising in R.S. Dag Nos. 170, 171, 172, 173, 173/2191, 178 and 179, L.R. Dag Nos.183, 184, 185, 186, 191, 192 and 193, appertaining to C.S. Khatian No. 592, R.S. Khatian Nos. 620, 1317, 1232, 708, 813, 817 and 1306, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, Holding No.2102, Dakshin Kumrakhali, Ward No.27 of Rajpur-Sonarpur Municipality, P.S. Narendrapur (previously Sonarpur) District-South 24-Parganas, Kolkata-700103, hereinafter referred to as the **“SAID ENTIRE PRIMISES”** more fully

described in **SECOND SCHEDULE** and also demarcated in a Plan Annexed hereto and marked ANNEX-A .

**B.** The Title Documents of the Owners as follows:- One **Abdul Rahaman Dhali** sold, transferred and conveyed the Danga land measuring 25 decimals in Dag No. 172, Khatian No.592 of Mouza - Kumrakhali, J.L.No.48 on 14/12/1948 to Adhar Chandra Ghosal, Tarini Kumar Sarkar and Abul Hasem Sardar, registered at S.R. Baruiপুর office and recorded in Book No.I, Volume No.66, Pages-143 to 149, being No.5681 for the year 1948.

**WHEREAS** one Santimay Sarkar, son of Late Tarini Kumar Sarkar was seized and possessed of or otherwise well and sufficiently entitled to the property in Mouza-Kumrakhali, J.L.No.48 comprising in Dag Nos. 170, 171, 172, 173, 173/2191, 178 and 179 appertaining to Khatian Nos. 592, 620, 1317, 1232, 708, 1306, 813 and 817, P.S. Sonarpur, District-South 24-Parganas by purchase through separate sale deed (the split up of the deeds which registered being :- i) on 26/02/1955, Book No.1, being No.1226 for the year 1955 from Uma Sankar Sural, registered at S.R. Baruiপুর office, (ii) on 18/06/1955, Book No.I, Volume No.58, Pages- 35 to 37, being No.4394 for the year 1955 from Adhar Chandra Ghosal, registered at S.R. Baruiপুর office, (iii) on 18/06/1955, Book No.I, Volume No.58, Pages- 38 to 41, being No.4395 for the year 1955 from Abdul Hasem Sardar, registered at S.R. Baruiপুর office, (iv) on 13.03.1957, Book No.I, Volume No.23, Pages – 175 to 178, being No.1281 for the year 1957 from Parijan Bibi, registered at S.R. Baruiপুর office, (v) on 16.07.1958, Book No.I, Volume No.74, Pages – 28 to 30, being No.5916 for the year 1958 from Abdul Rahaman Dhali registered at S.R.Baruiপুর office and also (vi) the said Tarini Kumar Sarkar, gifted some portion on 4/12/1974 Book No.I, Volume No.75, Pages-246 to 255, being No.4767 for the year 1974, registered at S.R. Sonarpur office.

**AND WHEREAS** the Santimay Sarkar sold, transferred and conveyed the land measuring more or less 4 Cottahs 14 chattaks 42 Sq.ft. comprising in Dag Nos.172, 178 and 173/2191 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 1232, 813 and 1306 of Mouza - Kumrakhali, J.L.No.48 which was executed on 04/11/1994 also registered to **Sri Asish Chowdhury**, registered at Sonarpur office and recorded in Book No.I, Volume No.90, Pages 98 to 103, Being No.6151 for the 1994.

**AND WHEREAS** the Santimay Sarkar sold, transferred and conveyed the land measuring more or less 2 Cottahs 5 chattaks 43 Sq.ft. comprising in Dag Nos.172, 173 and 173/2191 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 1232, 708 and 1306 of Mouza - Kumrakhali, J.L.No.48 which was executed on 09/12/1994 to **Smt. Sanchita Mukherjee**, registered on 06/01/1995 and registered at Sonarpur office and recorded in Book No.I, Volume No.04, Pages- 195 to 200, Being No.216 for the year1995.

**AND WHEREAS** the said Santimay Sarkar sold, transferred and conveyed the land measuring more or less 6 cottahs 6 Chattaks 40 Sq.ft. comprising in Dag No.172, C.S.Khatian No.592,R.S.Khatian No.1232 of Mouza - Kumrakhali, J.L.No.48 on 18/01/1994 to **Sri Debasish Chowdhury**, executed and registered at Sonarpur office and recorded in Book No.I, Being No.219 for the year 1994.

**AND WHEREAS** the Santimay Sarkar sold, transferred and conveyed the land measuring more or less 5 Cottahs 4 chattaks 1 Sq.ft. comprising in Dag Nos.170, 171, 172 178 and 179 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 620, 1317, 232, 813 and 817 of Mouza - Kumrakhali, J.L.No.48 on 04/11/1994 to **Sri Narayan Chowdhury**, executed and registered at Sonarpur office and recorded in Book No.I, Volume No.90, Pages 104 to 110, Being No.6152 for the year 1994.

**AND WHEREAS** the Santimay Sarkar sold, transferred and conveyed the land measuring more or less 3 Cottahs 7 chattaks 37 Sq.ft. comprising in Dag Nos.173 and 173/2191 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 708 and 1306 of Mouza - Kumrakhali, J.L.No.48 executed on 09/16/1994 to **Sri Debasish Chowdhury** and **Sri Ashish Chowdhury** registered on 6/1/1995 and registered at Sonarpur office and recorded in Book No.I, Volume No.4, Pages-206 to 211, Being No.218 for the year1994.

**AND WHEREAS** the Santimay Sarkar sold, transferred and conveyed the land measuring more or less 6 Cottahs 8 chattaks 39 Sq.ft. comprising in Dag Nos.170, 171 and 172 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 620, 1317 and 1232 of Mouza - Kumrakhali, J.L.No.48 on 07/10/1994 to **Smt. Gouri Chowdhury**, executed and registered at Sonarpur office and recorded in Book No.I, Volume No.53, Pages-354 to 359, Being No.6070 for the year 1994.

**AND WHEREAS** the said **Sanchita Mukherjee** sold, transferred and conveyed the land measuring more or less 2 Cottahs 5 chattaks 43 Sq.ft. comprising in Dag Nos.172, 173 and 173/2191 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 1232, 708 and 1306 of Mouza - Kumrakhali, J.L.No.48 which was executed on 12/12/2007 and completion on 12/12/2007 to **ATAS PROJECTS PRIVATE LIMITED** and registered at Sonarpur office and recorded in Book No.I, **Being No.7835 for the year 2007.**

**AND WHEREAS** the said **Smt. Gouri Chowdhury** executed an **agreement for sale** regarding the land measuring more or less 6 Cottahs 8 chattaks 39 Sq.ft. comprising in Dag Nos.170, 171 and 172 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 620, 1317 and 1232 of Mouza - Kumrakhali, J.L.No.48 which was executed on 17/10/2007 and completion on 12/12/2007 with

**ATAS PROJECTS PRIVATE LIMITED**, registered at Sonarpur office and recorded in Book No.I, **Being No.7836 for the year 2007.**

**AND WHEREAS** the said **Sri Debasish Chowdhury** and **Sri Aasish Chowdhry** executed an **agreement for sale** regarding the land measuring more or less 3 Cottahs 7 chattaks 37 Sq.ft. comprising in Dag Nos.173 and 173/2191 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 708 and 1306 of Mouza - Kumrakhali, J.L.No.48 which was executed on 17/10/2007 and completion on 12/12/2007 with **ATAS PROJECTS PRIVATE LIMITED** registered at Sonarpur office and recorded in Book No.I, **Being No.7837 for the year 2007.**

**AND WHEREAS** the said **Sri Debasish Chowdhury** executed an **agreement for sale** regarding the land measuring more or less more or less 6 cottahs 6 Chattaks 40 Sq.ft. comprising in Dag No.172, C.S.Khatian No.592, R.S.Khatian no.1232 of Mouza - Kumrakhali, J.L.No.48, which was executed on 17/10/2007 and completion on 12/12/2007 with **ATAS PROJECTS PRIVATE LIMITED** registered at Sonarpur office and recorded in Book No.I, **Being No.7838 for the year 2007.**

**AND WHEREAS** the said **Sri Aasish Chowdhury** executed an **agreement for sale** regarding the land measuring more or less 4 Cottahs 14 chattaks 42 Sq.ft. comprising in Dag Nos.172, 178 and 173/2191 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 1232, 813 and 1306 of Mouza - Kumrakhali, J.L.No.48 which was executed on 17/10/2007 and completion on 12/12/2007 with **ATAS PROJECTS PRIVATE LIMITED** registered at Sonarpur office and recorded in Book No.I, **Being No.7839 for the year 2007.**

**AND WHEREAS** the said **Sri Narayan Chowdhury** executed an **agreement for sale** regarding the land measuring more or less 5 Cottahs 4 chattaks 1 Sq.ft. comprising in Dag Nos.170, 171, 172 178 and 179 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 620, 1317, 1232, 813 and 817 of Mouza - Kumrakhali, J.L.No.48 which was executed on 17/10/2007 and completion in 24/01/2008 with **ATAS PROJECTS PRIVATE LIMITED** registered at Sonarpur office and recorded in Book No.I, **Being No.421 for the year 2008.**

**AND WHEREAS** as per registered agreement for sale **the said SRI AASISH CHOWDHURU** sold, transferred and conveyed the land more or less 4 Cottahs 14 chattaks 42 Sq.ft. comprising in Dag Nos.172, 178 and 173/2191 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 1232, 813 and 1306 of Mouza - Kumrakhali, J.L.No.48 which was executed on 30/9/2008 and completion on 01/10/2008 to **ATAS PROJECTS PRIVATE LIMITED** registered at Sonarpur office and recorded in Book No.I, C.D.Volume No.28, Pages- 2507 to 2519, **Being No.10133 for the year**

**2008.**

**AND WHEREAS** as per registered agreement for sale the said **SRI DEBASISH CHOWDHURY** sold, transferred and conveyed the land more or less 6 cottahs 6 Chattaks 40 Sq.ft. comprising in Dag No.172, C.S.Khatian No. 592, R.S.Khatian no.1232 of Mouza - Kumrakhali, J.L.No.48 which was executed on 30/9/2008 and completion on 01/10/2008 to **ATAS PROJECTS PRIVATE LIMITED** registered at Sonarpur office and recorded in Book No.I, C.D.Volume No.28, Pages- 2520 to 2532, **Being No.10140 for the year 2008.**

**AND WHEREAS** as per registered agreement for sale the said **SRI NARAYAN CHOWDHURY** sold, transferred and conveyed the land more or less 5 Cottahs 4 chattaks 1 Sq.ft. comprising in Dag Nos.170, 171, 172 178 and 179 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 620, 1317,1232, 813 and 817 of Mouza - Kumrakhali, J.L.No.48 which was executed on 30/09/2008 and completion on 01/10/2008 to **ATAS PROJECTS PRIVATE LIMITED** registered at Sonarpur office and recorded in Book No.I, C.D.Volume No.28, Pages- 2533 to 2545, **Being No.10142 for the year 2008.**

**AND WHEREAS** as per registered agreement for sale the said **SRI DEBASISH CHOWDHURY** and **SRI AASHISH CHOWDHURY** jointly sold transferred and conveyed the land more or less 3 Cottahs 7 chattaks 37 Sq.ft. comprising in Dag Nos.173 and 173/2191 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 708 and 1306 of Mouza - Kumrakhali, J.L.No.48 which was executed on 30/9/2008 and completion on 01/10/2008 to **ATAS PROJECTS PRIVATE LIMITED** registered at Sonarpur office and recorded in Book No.I, C.D.Volume No.28, Pages- 2546 to 2558, **Being No.10143 for the year 2008.**

**AND WHEREAS** as per registered agreement for sale the said **SMT. GOURI CHOWDHURY** sold, transferred and conveyed the land more or less 6 Cottahs 8 chattaks 39 Sq.ft. comprising in Dag Nos.170, 171 and 172 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 620, 1317 and 1232 of Mouza - Kumrakhali, J.L.No.48 which was executed on 30/9/2008 and completion on 01/10/2008 to **ATAS PROJECTS PRIVATE LIMITED** registered at Sonarpur office and recorded in Book No.I, C.D.Volume No.28, Pages- 2559 to 2571, **Being No.10144 for the year 2008.**

**AND WHEREAS** the said **Santimay Sarkar**, son of Late Tarini Kumar Sarkar alias Tarini Sarkar transferred and conveyed the land more or less 2 Cottahs 14 chattaks 8 Sq.ft. comprising in Dag No.172 appertaining to C.S.Khatian No.592, R.S.Khatian No.1232 of Mouza - Kumrakhali, J.L.No.48 which was executed on 19/11/2008 to **ATAS PROJECTS PRIVATE LIMITED**

registered at Sonarpur office and recorded in Book No.I, C.D.Volume No.40, Pages- 264 to 278, **Being No.11187 for the year 2008.**

**AND WHEREAS** by virtue of aforesaid Seven sale deeds, the said the said **ATAS PROJECTS PRIVATE LIMITED** became the absolute owner of the land measuring more or less 50.5 decimals situated and lying at Mouza-Kumrakhali, J.L.No.48, comprising in R.S.Dag Nos. 170, 171, 172, 173, 173/2191, 178 and 179 appertaining to C.S.Khatian No.592, R.S.Khatian Nos. 620, 1317, 1232, 708, 1306, 813, 817 and 1306 District-South 24-Parganas.

**AND WHEREAS** thereafter the said **ATAS PROJECTS PRIVATE LIMITED** mutated their names in the records of B.L. and L.R.O. Sonarpur under L.R. Khatian No.2830, L.R. Dag No.183, 184, 185, 186, 191, 192 and 193 and got their Danga and Sali land of L.R. Dag No.183, 184, 186, 191, 192 and 193, converted to Multi storied building (Bahutal Aabaasan) under orders of the Collector u/s 4C of the WBLR Act 1955 and B.L. and L.R.O. Sonarpur and in the assessment register of Rajpur-Sonarpur Municipality their names have been recorded under Holding No.2102, Dakshin Kumrakhali, Ward No.27 in respect of the aforesaid property and paying rates and taxes regularly in their names to the said office of the Rajpur-Sonarpur Municipality and B.L. and L.R.O. in respect of the above mentioned landed property and thereafter obtained an approved building plan from Rajpur-Sonarpur Municipality vide sanctioned **Plan No.359/CB/27/110 dated 15/06/2015.**

**AND WHEREAS** the said **ATAS PROJECTS PRIVATE LIMITED** sold, transferred and conveyed the land more or less 31 Cottahs 14 Chattaks 30 Sq.ft but as per L.R.Records and also Municipal assessment records land measures more or less **50.5 decimals** comprising in R.S. Dag Nos. 170, 171, 172, 173, 173/2191, 178 and 179 , L.R.Dag Nos.183, 184, 185, 186, 191, 192 and 192, appertaining to C.S.Khatian No.592, R.S. Khatian Nos.620, 1317, 1232, 708, 813 , 817 and 1306, L.R.Khatian No. 2830, Holding No.2102, Dakshin Kumrakhali, Ward No.27 of Rajpur-Sonarpur Municipality in favour of **(1) SRI DIPAK KARMAKAR, (2) SMT. SIKHA KARMAKAR, (3) MISS DIPANWITA KARMAKAR, (4) MISS PURABI DEY, and (5) M/S. PARADISE LAND AND HOUSING CO.** by way of five separate sale deeds which was duly registered at A.D.S.R.Garia and recorded in **Book No.I, Volume No. 1629-2019, Pages from 112965 to 113037, Being No. 3460; Book No. I, Volume No. 1629-2019, Pages from 113253 to 113326, Being No. 3477; Book No. I, Volume No. 1629-2019, Pages from 113663 to 113736, Being No. 3496; Book No. I, Volume No. 1629-2019, Pages from 114228 to 114300, Being No. 3585 and Book No. I, Volume No. 1629-2019, Pages from 116207 to 1162276, Being No. 3613 for the year 2019** and also a deed of declaration executed on 12/09/2019 at A.D.S.R. Garia and recorded in Book No.I, Volume No.1629-2019, Pages-141340-141360, being



No.4423 for the year 2019. By virtue of aforesaid deed of sale, the said Promoter/Owners became the absolute owners of the land measuring more or less 31 Cottahs 14 Chattaks 30 Sq.ft but as per L.R. Records and also Municipal assessment records land measures more or less **50.5 decimals** comprising in R.S. Dag Nos. 170, 171, 172, 173, 173/2191, 178 and 179 , L.R.Dag Nos.183, 184, 185, 186, 191, 192 and 192, appertaining C.S.Khatian No.592, R.S. Khatian Nos.620, 1317, 1232, 708, 813 , 817 and 1306, L.R. Khatian No. 2830.

**AND WHEREAS** the Promoter/Owners herein mutated their names in the records of B.L. and L.R.O. Sonarpur under L.R. Khatian No.3875, 3876, 3877, 3878 and 3879 and in the assessment register of Rajpur-Sonarpur Municipality their names have been recorded under Holding No.2102, Dakshin Kumrakhali, Ward No.27 in respect of the aforesaid property and paying rates and taxes regularly in their names to the said office of the Rajpur-Sonarpur Municipality and B.L. & L.R.O. in respect of the above mentioned landed property now being known numbered and distinguished as holding No.2102, Dakshin Kumrakhali, Kolkta-700103 (hereinafter called the SAID PREMISES fully described in the **SECOND SCHEDULE** hereunder written and the said Promoter/Owner No.5 herein on behalf of the other owners revised the said approved building plan and obtained an approved revised building plan from Rajpur-Sonarpur Municipality vide sanctioned **Plan No. 289/Rec/CB/27/13 dated 26.02.2020 for construction of (G+IV) storied residential building** and the building has been named as **“Bijay Residency”**.

**AND WHEREAS** thus by virtue of said purchase and after mutating their names in the record of B.L. & L.R.O. Sonarpur under L.R. Khatian No.3875, 3876, 3877, 3878 and 3879 and in Assessment Register of Rajpur-Sonarpur Municipality under Holding No.2102, Dakshin Kumrakhali, Ward No.27 and by paying rates and taxes regularly in their names to the said offices became the full and absolute owners of the Said Land measuring more or less 31 Cottahs 14 Chattaks 30 Sq.ft but as per L.R. Records and also Municipal assessment records land measures more or less **50.5 decimals** and seized and possessed of and otherwise well and sufficiently entitled to the said land. The owners/Vendors acquiring an equal undivided 1/5th share or interest each into or upon the said property.

**AND WHEREAS** by an Agreement dated....., 2020 and made between the Owners herein it was mutually agreed between themselves to carry out necessary work of construction for development of the said PREMISES and also for commercial exploitation thereof on the terms, conditions and stipulations more particularly contained in the said agreement (hereinafter referred to as the said Agreement).

**AND WHEREAS** by virtue of the Said Agreement dated....., **M/S. PARADISE LAND & HOUSING CO.** one of the Co-owners, i.e. Vendor/owner No.5 herein is entitled to take all necessary steps required for construction and development of the said property and commercially exploit the same. It is also agreed between the Co-owners that the said **M/S. PARADISE LAND & HOUSING CO.** is entitled to enter into negotiations and make sale of the Units to intending Buyers/Purchasers and sign all agreements, deeds and documents. Said **M/S. PARADISE LAND & HOUSING CO.** is also entitled to receive all sale proceeds on behalf of the other Co-owners.

**AND WHEREAS** for that purpose, the said **(1) SRI DIPAK KARMAKAR, (2) SMT. SIKHA KARMAKAR, (3) MISS DIPANWITA KARMAKAR, (4) MISS PURABI DEY,** joint Co-owners herein for execution of the project appointed **Sri Dipak Karmakar,** the proprietor of **M/S. PARADISE LAND & HOUSING CO,** one of the co-owners (owner no.5 herein), their Constituted Attorney by executing a General Power of Attorney registered in Book-.....IV, CD Volume No....., pages from ..... to ....., Being No. .... for the year 2020 of A.D.S.R. Garia for doing all the works required for construction of the housing complex and transferring the title of the flats, car-parking spaces with proportionate share of impartible land to the purchaser of the same on behalf of the vendors and to commence construction and/or erection of the building or buildings in terms of the Sanctioned Building Plan No. **289/Rec/CB/27/13 dated 26.02.2020** issued by Rajpur-Sonarpur Municipality unto and in favour of the owners/Vendors and the project has been named as **“BIJAY RESIDENCY”**.

**AND WHEREAS** M/S Paradise Land & Housing Co has undertaken and executed the construction works of the project on the said land by constructing buildings in accordance with the approved Building Plan No. **289/Rec/CB/27/13 dated 26.02.2020** and complying with general specification of construction and obtained completion plan being no..... dated ..... with completion certificate from the concerned authority of Rajpur-Sonarpur Municipality.

**AND WHEREAS** the Developer and the owners of the land offered to the purchasers herein to sell a flat identified by flat No..... on the ..... floor ..... side of the building, (in approved building plan the flat is marked as ‘.....’), having carpet area measuring about.....Sq.ft. corresponding to Built up area of ..... Sq.ft. and also super built up area of ..... Sq.ft. with car parking space on the ground floor of the complex named **‘BIJAY RESIDENCY’** and the purchasers herein accepted the offer and agreed to purchase the said flat No. .... on the .....floor, ..... side of the building (in approved building plan the flat is marked as ‘.....’), having carpet area measuring about.....Sq.ft. corresponding to Built up area of ..... Sq.ft. and also super built up area of ..... Sq.ft. with car parking space on

the ground floor at a price or consideration of Rs...../- and a car-parking space no..... of an area ..... sft more or less on the ground floor of the building at or for a price or consideration of Rs...../- totaling Rs...../- (Rupees ..... only) for flat and car-parking space, free from all encumbrances.

**AND WHEREAS** the purchasers herein, has gone through the Title Deeds, and inspected the building plan and other relevant papers and documents and being fully satisfied to the title of the property and also the right and interest acquired by Purchaser/s and further that the said premises is freed and discharged of all encumbrances, liens, lispens, charges and attachments and the purchaser/s and the Owners/Vendors herein entered into an agreement on ..... as per West Bengal Housing Industry Regulatory Authority Act and on the terms and conditions contained in the said agreement (hereinafter referred to as the said **AGREEMENT FOR SALE**). **Which was duly registered at Garia A.D.S.R. office and recorded in Book No.I, being No..... for the year.....** regarding purchase of the said **Flat or Unit No.....** on the ..... **floor** having carpet area measuring about.....Sq.ft. corresponding to Built up area of ..... Sq.ft. and also super built up area of ..... Sq.ft. and car parking space on the ground floor of the said premises more fully and particularly described and mentioned in the **THIRD SCHEDULE** hereunder written (hereinafter referred to as the **'SAID FLAT'**) **TOGETHER WITH** the undivided proportionate share or interest in the land attributable to the said flat or Unit more fully and particularly described and mentioned in the **SECOND SCHEDULE** hereunder written and together also with common parts and facilities appertaining thereto more fully and particularly described and mentioned in **FOURTH SCHEDULE** hereunder written at or for the total consideration of **Rs...../- (Rupees.....)** and in pursuance of said registered agreement for sale the Purchaser/s hath from time to time made payment of agreed sum of **Rs.....** (.....).

K. That the undivided share in the land shall be the land only underneath the building and such undivided share shall be determined by the Promoter in its absolute discretion and shall always remain impartible.

L. That the right of the Purchaser shall remain restricted to the said unit only and shall have no right nor shall claim any right over and in respect of other units and/or other spaces both open and covered space.

M. The said building has been completed with such materials and specifications such specifications recommended by the Architect and in no event the Purchaser shall be entitled to claim any damages or make any claims on any account regarding the quality of materials and specifications and the Purchaser hereby consents to the same.

- N. That the Promoter/Owner agreed to transfer the said Unit/Flat in favour of the Purchaser.
- O. In pursuance of the said Agreement for Sale, the Purchaser herein from time to time made payment of the full consideration money agreed to be paid by the purchaser to the Promoter/Owners and the Promoter has constructed erected and completed the said unit for and on behalf of and on account of the Purchaser.
- P. The Purchaser has now called upon the Promoter/Owners to convey and transfer to the Purchaser the said unit together with proportionate undivided impartible share or interest of the Promoter/Owners in the land upon which the said building is constructed together with the proportionate share in the common areas parts and facilities for consideration of a sum of Rs..... (Rupees..... only) being the amount paid by the purchaser to the Promoter/Owners in terms of the said 'Agreement for Sale'.
- Q. That in future if the Central Govt. of India or Govt. of west Bengal shall impose any income tax upon the Govt. valuation in respect of the said flat which is fixed by the competent Registry office to the owners/promoter then the purchaser shall be liable to pay the said extra taxable amount to the Owners/Promoter if required.
- R. This Deed of Conveyance shall be deemed to have commenced on and with effect from the date of execution of this presents.
- S. The said building has been completed in all respect and it is ready for possession and obtained completion plan and certificate from the authority and the Purchaser/s has/ have been put in possession of the said Flat/Unit on ownership basis TOGETHER WITH the undivided proportionate indefeasible share or interest in the land on which the said building is erected or built and more fully and particularly described and mentioned in the THIRD SCHEDULE hereunder written and hereinafter collectively referred to as "THE SAID FLAT".

**M. Prior to the execution and registration of the Deed of Conveyance, the Owners herein assure, represent and confirm that :**

1. The Promoter/Owners are the joint owners of the Second Schedule property.
2. The promoter/Owners further confirm that save and except them, no one can claim any right title interest in the Second Schedule property.
3. That there is no legal bar or impediment in the Promoter/Owners transferring and selling the said proportionate share of land in favour of the purchaser herein.
4. The Promoter/Owner has full right and absolute authority to execute this Conveyance and to deal with the said unit/flat.
5. That the recitals of title mentioned hereinbefore are true and factual and the owners have not suppressed any facts relating to the title of the said premises and there are no other incidents relating to the said premises other than those that are recited herein above.
6. The Developer has constructed and completed the said unit as per the specification

mentioned in the 'Said Agreement for Sale'.

7. That the said unit is free from all encumbrances of every nature or kind including, but not limited to, lispendens, attachments, liens, charges, mortgages, trusts, leases, tenancies, thika tenancies, reversionary rights, residuary rights, claims or statutory prohibitions.

**N. Prior to the execution and registration of the Deed of Conveyance, the Purchaser assures, represents and confirms that :**

1. The Purchaser has inspected the title of the seller in respect of the premises searched through the documents and satisfied thereof.
2. The Purchaser has inspected the building plan duly sanctioned by the Competent Authority.
3. The Purchaser has also satisfied as to the measurement of total area of the 'Said Flat' together with undivided proportionate indefeasible share and interest in the land and premises and has agreed not to challenge or dispute the same in any manner whatsoever.
4. The Purchaser has agreed not to raise any objection regarding title of the said premises and the Developer shall be entitled to modify or alter the said plan and/or submit revised plan in respect of the said building except the said unit to which the purchaser hereby consented and agreed.
5. The Purchaser has fully satisfied with the materials used in and workmanship of the construction of the said building and that of the said unit/flat and the purchaser has no objection regarding the same and fully satisfied with the same.
6. The Purchaser has also satisfied regarding the structural stability, quality and specification of construction of the said building.

**NOW THIS INDENTURE WITNESSETH** as follows :-

I. That in pursuance of the said Agreement for sale and in consideration of the sum of Rs **/(Rupees** **only)** the lawful money of the Union of India well and truly paid by the Purchasers to the Owner/Promoter herein at or before the execution hereof (the receipt whereof the Promoter/Owner herein doth hereby and also by the separate receipt hereunder written admit and acknowledge to have been received of and from the payment of the same and every part thereof release and acquit the Purchaser/s) AND IN FURTHER consideration of the Purchaser/s agreeing to pay the Municipal and all other rates and taxes, maintenance and service charges and all other amounts payable by the Purchaser herein as mentioned in these presents, the Vendors herein doth hereby grant, assure and convey unto and in favour of the Purchaser/s **ALL THAT "THE SAID FLAT"** in **BIJAY RESIDENCY**, more fully described and mentioned in the **THIRD SCHEDULE** hereunder written **TOGETHER WITH** undivided proportionate indefeasible share or interest in the land underneath the premises and attributable to the said Flat and more fully and particularly described in the **SECOND**

**SCHEDULE** hereunder written **TOGETHER ALSO WITH** the proportionate share in the common parts and portions, more fully and particularly described in the **FOURTH SCHEDULE** hereunder written **TO HAVE AND HOLD** the “**THE SAID FLAT**” **TOGETHER WITH** undivided proportionate indefeasible share or interest in the land and all other benefits, and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or portion thereof absolutely and forever **SUBJECT TO** covenants and conditions whatsoever obligatory on the part of the purchaser/s to be observed and performed specifically in Fourth Schedule **AND ALL** the estate right, title, claim, demand whatsoever for the vendors into and upon the said land hereditaments and holding together with undivided proportionate share or interest **TO HAVE AND TO HOLD** the said flat together with the undivided proportionate share in all common parts as aforesaid free from all encumbrances, attachments, liens, lispendences, claims, demands, trusts and liabilities and the vendors/or Promoters do hereby covenant with the purchasers that notwithstanding any act, deed, matter or thing by the vendors/or Promoters done executed or knowingly suffered in the contrary the vendor has acquired good right, full power and absolute authority and indefeasible title in the said land hereditaments and the ownership flat and every part thereof hereby conveyed or expressed or intended so to be unto and to the use of the purchaser/s in manner aforesaid and the purchaser/s shall and may at all times hereafter peaceably and quietly own possess and enjoy the said flat together with undivided proportionate share of the land and holding and receive and realise rents, issues and profits without any lawfully eviction, interruption, claim or demand whatsoever by the vendor or any persons or persons lawfully or equitably claiming from under or in trust in title and at all times hereafter at the request and costs of the purchaser/s make do and execute or caused to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said flat and or the property and every part thereof hereby granted and conveyed **NOTWITHSTANDING HOWSOEVER** the purchaser/s shall hold the **SAID FLAT** and all other property or properties thereof fully described in the Second Schedule hereunder written to the intend and purposes the purchasers remain howsoever responsible to the covenants and conditions contained hereunder written.

**II. THE PROMOTER and/or VENDORS**, doth hereby covenant with the Purchaser/s as follows :-

**a)** That notwithstanding any act, deed, matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary, the Vendors/or Promoters and are now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the “**SAID FLAT**” Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or

inheritance without any manner or conditions, use, trust, encumbrances or make void the same.

b) That notwithstanding any act, deed or things whatsoever done as aforesaid Vendors/or promoters and the Vendors/or promoters respectively now have good right, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the “THE SAID FLAT” Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto hereby conveyed, transferred or expressed so to be unto and to the use of the Purchaser/s in the manner as aforesaid.

c) That the Purchaser/s shall and may at all times hereafter peaceably and quietly hold, possess and enjoy “THE SAID FLAT” Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto and receive all the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever by the Owners or any person or persons having or lawfully or equitably claiming as aforesaid.

d) That the Vendors/or promoters doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser or to its Attorneys or agents at or before any trial examination or commission for inspection or otherwise as the occasion shall require the title deeds in connection with the said premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

e) The Purchaser/s shall have the right of execution, maintenances repairing, replacing, painting of the doors, windows inside decoration of the said flat and provided any such act, does not cause obstruction or nuisance or permanent obstruction to the other flat owners.

f) The Purchaser/s being absolute owners shall have the rights to sell, transfer, mortgage lease or otherwise alienate and encumber the property hereby conveyed without interference of any other person or persons.

g) The Purchaser/s shall have right to use all common facilities, open spaces around the four side of the building and right of egress and ingress through the gate provided for common passage and entrance.

h) The entire Building Complex is named as **BIJAY RESIDENCY** and the said name shall not be changed under any circumstances.

### **III. THE PURCHASER/S DOTH HEREBY COVENANT AND AGREE WITH THE VENDORS and/or PROMOTERS as follows :**

As from the date of possession of the said Unit, the Purchaser/s agree and covenant to observe and perform several restrictions and other obligations:-

1. The Purchaser/s neither have nor shall claim from the vendors any independent right, title and interest in any other part or portion of the building save and except the flat hereunder conveyed but shall have common right and facilities and benefits provided in **Fourth Schedule** hereunder written
- 2) i) To co-operate with the other co-purchasers and the owner and the Society/Association including the Vendors in the management and maintenance of the New building.
- ii) To observe the rules framed from time to time of the Society/Association.
- iii) Not to do anything or prevent the owners and/or developer from making further or additional construction and notwithstanding any temporary disruption in the purchaser's enjoyment of the said flat with/without car parking space.
- iv) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said flat which in the opinion of the Owners /Association differ from the colour scheme of the building or which in the opinion of the Owner / Association may affect the elevation in respect of the exterior walls of the said building.
- v) The Purchaser shall not fix or install an Antenna on the roof or terrace of the said building.
3. To allow the Owners / the member of the Association/ other flat owners on 48 hrs notice with/without workmen to enter into the said unit and/or roof or rear Lawn if any for the purpose of maintenance and repairs.
4. To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in **FIFTH Schedule** hereunder written proportionately for the building and/or common parts/areas and wholly for the said unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Owners/ Association as the case may be.
5. To pay charges for electricity in or relating to the said Flat/unit wholly and proportionately relating to common parts.
6. Not to Sub-divide the said unit or any portion thereof.
7. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said unit or in the compound or any portion of the building except in the spaces of garbage to the provided in the ground floor of the said building.
8. Not to store or bring and allow to be stored and brought in the said flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc.in any manner.
9. Not to hang from the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.



10. Not to fix or install air-conditions in the said unit save and except at places which have been specified in the said unit for such installation.
11. Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or any open passages or amenities available for common use.
12. Not to damage or demolish or cause to be damaged or demolished the said unit/flat apartment or any part thereof at any time.
13. Not to install grills the design of which have not been suggested approved by the Architect.
14. Not to do or permit to be done any act or thing which may render void and insurance in respect of the said unit/flat or any part of the said building if the building is insured.
15. Not to make structural additions and/or alteration such as beams, columns, partition walls etc or improvements of any nature.
16. Not to use the said unit/flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building
17. The Purchasers shall be liable to pay proportionately all common charge and taxes, Municipal taxes, common electricity other levies and outgoing maintenance charges and repairs of all equipments, installation, common portions and repairs and paintings of the outer wall of the building and other expenses necessary for the said building from the date of deemed possession of the property hereby conveyed.
18. The Purchasers shall get the flat mutated in the record of Rajpur-Sonarpur Municipality and shall pay all taxes in impositions separately along with the proportionate common expenses and water charges other taxes and impositions so to be levied by the Rajpur-Sonarpur Municipality or State Government or by any other Competent Authorities and until such times as the flat /apartments comprised in the said units to be separately assessed and/or mutate in respect of municipal rates and taxes of imposition the Purchasers shall pay proportionate share of such municipal rates and taxes or impositions on demand from time to time by the Owners/Associations to be formed by the flat owners on their own initiative and endeavor.
19. The Purchasers before accepting possession have taken inspection of the area and construction of the flat and found it in good condition and order and have got no dispute thereof.
20. That the terms & conditions and stipulations made herein is final and conclusive and shall prevail over all other conditions and stipulations made there in before.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(DEFINITIONS)**

**ARCHITECT-** shall mean SANYALSON ASSOCIATE CONSULTANT (P) LTD. Kolkata or

such other person or firm who may be appointed as Architect of the building by the Developer.

**PREMISES** - shall mean **ALL THAT** piece and parcel of land measuring more or less 31 Cottahs 14 Chattaks 30 Sq.ft but as per L. R. Records and also Municipal assessment records land measures more or less **50.5 decimals** (the split up of the land being :- **7 decimals** (as per R.O.R share- 0.5833) out of 12 decimals of R.S.Dag No.170, **L.R.Dag No.183, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, R.S.Khatian No.620 plus **6 decimals** (as per R.O.R.share-10000) of R.S.Dag No.171, **L.R.Dag No.184, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, R.S.Khatian No.1317 plus **21 decimals** (as per R.O.R.share-0.8400) out of 25 decimals of R.S.Dag No.172, **L.R.Dag No.185, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, C.S.Khatian No.592, R.S.Khatian No.1232 plus **4.5 decimals** (as per R.O.R.share-0.5000) out of 9 decimals of R.S.Dag No.173, **L.R.Dag No.186, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, R.S.Khatian No.708 plus **3 decimals** (as per R.O.R.share-0.3333) out of 9 decimals of R.S.Dag No.173/2191, **L.R.Dag No.191, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, R.S.Khatian No.1306 plus **4 decimals** (as per R.O.R.share-10000) of R.S.Dag No.178, **L.R.Dag No.192, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, R.S.Khatian No.813 plus **5 decimals** (as per R.O.R.share-10000) of R.S.Dag No.179, **L.R.Dag No.193, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, R.S.Khatian No.817) situate and lying at **Mouza-Kumrakhali, J.L.No.48, R.S.No.131, Touzi No.260, Pargana-Medanmolla, Police Station-Narendrapur, (Previously Sonarpur), A.D.S.R. office at Garia, comprising in R.S. Dag Nos. 170, 171, 172, 173, 173/2191, 178 and 179, L.R. Dag Nos.183, 184, 185, 186, 191, 192 and 193, appertaining to C.S. Khatian No. 592, R.S. Khatian Nos. 620, 1317, 1232, 708, 813, 817 and 1306, L.R. Khatian No.3875, 3876, 3877, 3878 and 3879**, Holding No.2102, Dakshin Kumrakhali, Ward No.27 of Rajpur-Sonarpur Municipality, P.S. Narendrapur (previously Sonarpur) District-South 24-Parganas, Kolkata-700103 free from all encumbrances morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

**MAP OR PLAN** :- shall mean the plans designs drawings and specifications of the building and already sanctioned by the Authorities concerned including revision or variation therein if any revision of alteration required and made from time to time and the Purchaser consents to such revision or alteration.

**SPECIFICATIONS**:- shall mean the specifications and materials to be used in the construction of the building and/or flats and/or constructed and/or open portions on the said premises.

**COMMON PARTS, PORTIONS, AREAS AND INSTALLATION** :- shall mean and include the entrances, lobbies, staircases, lifts, lift-shafts, stair-lobbies, pump rooms, machine rooms, water tank, water reservoir, generator room, ultimate roof and other facilities and amenities

whatsoever, passages, construction and installation comprised in and required for maintenance and enjoyment of the building and/or spaces at the said premises more fully and particularly mentioned in the **FOURTH SCHEDULE** hereunder written and expressly or intended by the Owners/Vendors and the Developer for common use and enjoyment of the Purchaser of different portions of the said buildings but shall not include the car parking spaces in the ground floor of the said premises and such other open and covered spaces which the developer may use or permit to be used for other purposes and the developer shall have the absolute right to deal with the same to which the purchaser hereby confirms and consents.

**COMMON EXPENSES**- shall mean and include all expenses and charges to be incurred by the co-owners including deposits for maintenance, management and up-keep of the new buildings and common areas and installation and rendering common services as are mentioned in the **FIFTH SCHEDULE** hereunder written.

**CO-OWNERS**- shall according to its context mean all persons who have agreed to purchase or acquire own flats/units/constructed spaces/car parking spaces in the new buildings.

**BUILDING**- shall mean the new building or buildings constructed on the said premises.

**UNDIVIDED SHARE**- shall mean all that the undivided variable impartible proportionate share in the land comprised in the said premises attributable to and allocable to the said Flat.

**FLAT**- shall mean the Flat agreed to be purchased along with the proportionate share in the common areas or parts and common facilities, with/without car parking space in the ground floor of **Multi-storied buildings known as BIJAY RESIDENCY at holding No.2102, Dakshin Kumrakhali** more fully and particularly described in the **THIRD SCHEDULE** hereunder written.

**SHARE OF EXPENSES**- wherever any expenses or costs are mentioned to be borne or paid proportionately by the purchaser then the amount payable by the purchaser shall unless otherwise specified be in proportion to the areas of the respective purchasers' respective flats which will also include the proportionate area of the total common areas for the time being constructed and completed in the building.

**SUPER BUILT UP AREA**- shall mean and include the area has been calculated on the built up area of the said Flat plus 33.33% of that area as certified by the Architect.

**TRANSFER-** with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer for flat in a multi-storied building to the purchaser.

**THE SAID FLAT-** shall mean ALL THAT the flat/unit of **Multi storied buildings known as Bijay Residency** at Holding No.2102, Dakshin Kumrakhali, more fully described and mentioned in the **THIRD SCHEDULE** hereunder written.

**ASSOCIATION-** shall mean the Association/ Syndicate/Committee or Society that may be formed and registered by the Owners/Occupiers for the common purposes as maybe deemed proper and necessary by the Owners.

**ULTIMATE ROOF -** shall mean and include the portion of the roof that would be available after sale, disposal or being otherwise deal with by the Developer for common use and facilities.

**SINGULAR and MASCULINE -** shall mean and include Plural and Feminine and vice-versa.

### **SECOND SCHEDULE ABOVE REFERRED TO**

#### **(Described in the said Premises)**

ALL THAT piece and parcel of land measuring more or less 31 Cottahs 14 Chattaks 30 Sq.ft but as per L.R.Records and also Municipal assessment records land measures more or less **50.5 decimals** ( the split up of the land being :- **7 decimals** ( as per R.O.R share- 0.5833) out of 12 decimals of Danga Land of R.S.Dag No.170, **L.R.Dag No.183**, R.S.Khatian No.620 plus **6 decimals** (as per R.O.R.share-10000) of Danga of R.S.Dag No.171, **L.R.Dag No.184**, R.S.Khatian No.1317 plus **21 decimals** (as per R.O.R.share-0.8400) out of 25 decimals of Danga of R.S.Dag No.172, **L.R.Dag No.185**,C.S.Khatian No.592, R.S.Khatian No.1232 plus **4.5 decimals** (as per R.O.R.share-0.5000) out of 9 decimals of Danga of R.S.Dag No.173, **L.R.Dag No.186**, R.S.Khatian No.708 plus **3 decimals** (as per R.O.R.share-0.3333) out of 9 decimals of Danga of R.S.Dag No.173/2191, **L.R.Dag No.191**, R.S.Khatian No.1306 plus **4 decimals** (as per R.O.R.share-10000) of Danga of R.S.Dag No.178, **L.R.Dag No.192**, R.S.Khatian No.813 plus **5 decimals** (as per R.O.R.share-10000) of Sali of R.S.Dag No.179, **L.R.Dag No.193**, R.S.Khatian No.817) along with 500 Sq.ft. Tin Shed structure standing thereon situate and lying at **Mouza-Kumrakhali, J.L.No.48, R.S.No.131 Touzi No.260, Pargana-Medanmolla, Police Station at Narendrapur, (Previously Sonarpur) A.D.S.R.office at Garia** comprising in R.S. Nos. 170, 171, 172, 173, 173/2191, 178 and 179 , L.R.Dag Nos.183, 184, 185, 186, 191, 192 and 192, appertaining C.S.Khatian No.592, R.S. Khatian Nos.620, 1317, 1232, 708, 813, 817 and 1306, L.R.Khatian No. 2830, Holding No.2102, Dakshin Kumrakhali, Ward No.27 of Rajpur-Sonarpur

Municipality, P.S.Narendrapur (previously Sonarpur) District-South 24-Parganas, Kolkata-700103.

Butted and bounded as follows:-

ON THE NORTH :- R.S.Dag Nos. 174,177 and 181  
 ON THE SOUTH :- R.S.Dag Nos. 167, 168, 169  
 ON THE EAST :- R.S.Dag No.180 and R.S.Dag No.170(P)  
 ON THE WEST :- Common Passage Avg.16.5 and 20' ft

### **THIRD SCHEDULE ABOVE REFERRED TO**

#### **(Description of the SAID FLAT)**

**ALL THAT** the Flat or **Unit No** on the **floor** having carpet area measuring about Sq.ft. corresponding to Built up area of Sq.ft. and also super built up area of Sq.ft. along with impartible undivided proportionate share in land and premises as described in the **Second Schedule** herein above stated along with common rights of the common parts and common maintenances as described in the **Fourth Schedule** herein below and common expenses as described in the **Fifth Schedule** herein below along with a **Car parking Space No.** on the Ground floor/or basement of the said Multi Storied buildings Known as "at Holding No. , under Rajpur-SonarpurMunicipality, Ward No.27, P.S. Narendrapur (Previously Sonarpur,) Kolkata-700 153 **OR HOWSOEVER OTHERWISE** and more particularly delineated in the map or plan annexed hereto by **RED** border. The said map or plan is part and parcel of this document.

### **FOURTH SCHEDULE ABOVE REFERRED TO**

#### **(Common parts and facilities)**

1. Stair case landing and passage on all floors
2. Lift with all its accessories and lift well.
3. Stair room, Lift machine room on the roof.
4. Columns foundations and plinths
5. Ultimate roof of the building.
6. Common passage and entrance lobby on the ground floor except car parking spaces.
7. Under ground and overhead water reservoirs.
8. Water pumps and pipe lines leading to the flats.
9. Generator for common services.
10. All sewer lines from toilets to ground floor and all internal sewer lines, drains and septic tanks.
11. Guards rooms, caretaker's rooms, toilets, meter room, children's play rooms and other rooms and facilities, if any, on the ground floor.

12. Boundary wall around the periphery of the premises, parapet walls on the roof.
13. Fire fighting system.
15. C. C. Camera in certain common spaces.
16. Iron removal plant with distribution system valves etc.
17. All other amenities that is for common use of all the flat owners.

**FIFTH SCHEDULE ABOVE REFERRED TO**

(common expenses)

1. The costs of cleaning and lighting the main entrance passages landing stair cases and other part of the said building so enjoyed or use by the purchaser/s in common as aforesaid and keeping the adjoining side space in good and repaired condition.
2. The costs of the salaries of the staff, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers and other service staff.
3. All the costs of working and maintenances of lifts, generators and common right and service charges.
4. All Municipal and other taxes and outgoing save those separately assessed on the flat owner or other co-flat owners.
5. All such other expenses as are deemed by the developer or the association of flat owners to be necessary or incidental for the maintenance and up keeping the said building and incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
6. The costs of replacement of equipment or facilities such as lifts, generators, tube well, transformer etc.
7. All the fees and disbursements paid to any caretakers/managers/agents if appointed by the Developer or association of flats owners in respect of the said building.
8. All such amount as shall be declared and fixed by the developer or association of flat owners in its absolute discretion for administration and other like purposes for common areas.
9. All costs of maintenance operating replacing white washing painting rebuilding reconstructing decorating re-decorating lighting the common pars and also the outer walls of the building.

**IN WITNESS WHEREOF** the Parties hereto have set and subscribed their respective hands and seals this the            day of            2020

SIGNED SELAED AND DELIVERED  
BY THE OWNERS/VENDORS/PROMOTERS  
AT KOLKATA IN PRESENCE OF :-

1.

2.

SIGNED SELAED AND DELIVERED  
BY THEPURCHASER/S AT KOLKATA  
IN PRESENCE OF :-

**MEMO OF CONSIDERATION**

**RECEIVED** from within-named Purchaser/s the within-mentioned sum of **Rs** on account of full and final settlement of the Consideration money by several cheques of different denomination drawn in favour of the OWNERS on diverse date. **Rs...../-** ( Rupees..... only )

WITNESSES :-

1.

2.

SIGNATURE OF THE PROMOTERS/OWNERS

Drafted by me

**(TARUN KANTI CHAKRABARTI)**

Advocate(F.No.853/95)

Baruipur Civil Court.

Kolkata-700144.

Typed by me

Sonarpur A.D.S.,R.office.

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