

Affix Stamp Paper of Rs. 5000/- (Maximum) at the
time of Registration

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the
.....day of January, Two Thousand
Twenty(2020) A.D.

BETWEEN

(1) SMT. SAPTAPARNA DAS (PAN - APLPD2481E) (Aadhaar No. – 9678-9034 -7179), wife of Sri Arnab Kumar Das of 5/12 Sarojinipally, Nabapally, P.S.- Barasat, District- North 24 Parganas,& **(2) SRI SAIBAL DUTTA (PAN – AGAPD6456H) (Aadhaar No. – 2429-3470-3316)**, son of Late Santosh Kumar Dutta, residing at Nabapally, Baluria Colony, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, both are by faith – Hindu, by Nationality – Indian, by Occupation – Business, hereinafter jointly and collectively referred and called to as the **LAND OWNERS/ VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

The Owners/ Vendors herein represented by their lawful and constituted attorney “**S. S. ASSOCIATES**” (PAN – ADVFS8067P), a Partnership firm, having its Trade License, incorporated under the Indian Partnership Act., having its office at 3/A, N.D.P. –I, Sarojinipally, P.O. – Nabapally, P.S. – Barasat in the District of North 24 Parganas, Kolkata – 700126, represented by its partners namely **1)SMT. SAPTAPARNA DAS (PAN No. - APLPD2481E)**, wife of Sri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata - 700126, **2)SRI SAIBAL DUTTA (PAN – AGAPD6456H)**, son of Late Santosh Kumar Dutta, residing at Nabapally, Baluria Colony, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, both are by faith – Hindu, by Nationality – Indian, by Occupation – Business,(By a Registered Development Power of Attorney, being No. – 152511889, dated – 20/12/2019,

registered with the office of D. S. R. – III, Barasat, North 24 Parganas, copied in Book No. – I, Volume No. – 1525-2019, Pages from 334267 to 334300, being No. – 152511889 for the year 2019).

AND

“**S. S. ASSOCIATES**” (PAN – **ADVFS8067P**), a Partnership firm, having its Trade License, incorporated under the Indian Partnership Act., having its office at 3/A, N.D.P. –I, Sarojinipally, P.O. – Nabapally, P.S. – Barasat in the District of North 24 Parganas, Kolkata – 700126, represented by its partners namely **1)SMT. SAPTAPARNA DAS (PAN No. - APLPD2481E)**, wife of Sri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata - 700126, **2)SRI SAIBAL DUTTA (PAN – AGAPD6456H)**, son of Late Santosh Kumar Dutta, residing at Nabapally, Baluria Colony, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, both are by faith – Hindu, by Nationality – Indian, by Occupation – Business, hereinafter called and referred to as the **DEVELOPER**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

SRI/SMT. ----- (PAN – -----), son of -----
, by faith – -----, by Nationality – -----, by Occupation -----,
residing at ----- P. S. – -----, District – -----, Pin - --
-----, herein after called and referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be

deemed to mean and include his legal heirs, executors, administrators, representatives and assigns) of the **THIRD PART.**

WHEREAS Kamala Bala Nandi, wife of Late Kamalesh Chandra Nandi, the predecessor-in-interest of the present Vendors/ Owners herein, become the sole and absolute owner of all that piece and parcel of land measuring an area of 04 Cottah, lying and situated under Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Touzi No. – 146, Pargana – Anowarpur, L. O. P. No. – 137 comprised in C. S. Dag No. – 1606, R. S. Dag No. – 1102, under C. S. & R. S. Khatian No. – 342, within the limit of Barasat Municipality, P. S. – Barasat, A. D. S. R. O. – Kadambagachi in the District of North 24 Parganas, by a Registered Deed of Gift being Gift Deed No. - 818, executed on 12/10/1988 registered on 13/10/1988, executed and registered by Refugee Relief and Rehabilitation Department, Government of West Bengal, and the said Deed was registered with the office of A. D. R., North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – VIII, Pages from 4190 to 4193, being No. – 818 for the year 1988.

AND WHEREAS after becoming the sole and absolute owner of the said 04 Cottah of land said Kamala Bala Nandi got her name duly mutated in the office of local Barasat Municipality, under Ward No. – 3, Holding No. – 412, premises at Shalbagan Road (2 No. Sarani), and she also constructed a one storied building over the said plot of land and she had been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority, free from all encumbrances.

AND WHEREAS thereafter said Kamala Bala Nandi died intestate on 21/11/2004 leaving behind her four sons and three daughters namely Sri

Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Tapasi Dam (Nandi) & Dilip Nandi as her legal heirs and successors to inherit the said 04 Cottahs of land with one storied building, in equal 1/7th share each, left by said deceased Kamala Bala Nandi, with the provisions of Hindu Succession Act., 1956.

AND WHEREAS thereafter said Dilip Nandi died intestate on 10/08/2009 leaving behind his wife Smt. Sadhana Nandi and two sons namely Sri Abhijit Nandi & Sri PrasenjitNandy as his legal heirs and successors to inherit the undivided 1/7th share of said property, in equal share each, left by said deceased Dilip Nandi with the provisions of Hindu Succession Act., 1956.

AND WHEREAS thus by way of inheritance as depicted above said Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. Madhuchhanda Halder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri Prasenjit Nandy & Smt. Tapasi Dam (Nandi), become the absolute joint owners of all that piece and parcel of land measuring an area 04 Cottah, be the same a little more or less, along with one storied pucca building measuring an area of 805 sq.ft., more or less, standing thereon, lying and situated under Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Touzi No. – 146, Pargana – Anowarpur, L. O. P. No. – 137 comprised in C. S. Dag No. – 1606, R. S. Dag No. – 1102, under C. S. & R. S. Khatian No. – 342, within the limit of Barasat Municipality, P. S. – Barasat, A. D. S. R. O. – Kadambagachi in the District of North 24 Parganas, and they got their names duly mutated in the office of local Barasat Municipality under Ward No. - 3, Holding No. -412, Premises at Shalbagan Road (2 No. Sarani)

and they jointly, in their respective share each, had been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority.

AND WHEREAS by a Registered Deed of Gift, being No. – 152508439, executed on 24/09/2018 and registered on 26/09/2018, said **SMT. TAPASI DAM**, wife of Sri Chanchal Kumar Dam and daughter of Late Kamalesh Chandra Nandi, gifted **ALL THAT** piece and parcel of undivided BAGAN land (proposed Bastu) measuring an area of 09 Chittaks 6.43 sq.ft. along with part of one storied cemented finished flooring building measuring an area of 115 sq.ft., as her undivided 1/7th share, out of the total land measuring an area of 04 Cottah, be the same a little more or less, along with one storied pucca cemented finished flooring building measuring an area of 805 sq.ft., more or less, standing thereon, lying and situated under Mouza – Noapara, L. O. P. No. – 137 comprised in C. S. Dag No. – 1606, R. S. Dag No. – 1102, under C. S. & R. S. Khatian No. – 342, within the limit of Barasat Municipality, under Ward No. - 3, Holding No. -412, Premises at Shalbagan Road (2 No. Sarani), P. S. – Barasat, A. D. S. R. O. – Kadambagachi in the District of North 24 Parganas, in favour of said Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri PrasenjitNandy, the Vendors/ Owners herein, and delivered khas possession in their favour, and the said Deed of Gift was registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2018, Pages from 238588 to 238643, being No. - 152508439 for the year 2018.

AND WHEREAS thus by way of inheritance and by way of gift, as depicted above, said Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri PrasenjitNandy, become the absolute joint owners of **ALL THAT** piece and parcel of measuring an area of 04 Cottah, be the same a little more or less, along with one storied pucca cemented finished flooring building measuring an area of 805 sq.ft., more or less, standing thereon, lying and situated under Mouza – Noapara, L. O. P. No. – 137 comprised in C. S. Dag No. – 1606, R. S. Dag No. – 1102, under C. S. & R. S. Khatian No. – 342, within the limit of Barasat Municipality, P. S. – Barasat, A. D. S. R. O. – Kadambagachi in the District of North 24 Parganas and said Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri PrasenjitNandy, jointly seized, possessed and sufficiently entitled to all that piece and parcel of land measuring an area of 08 Chittaks, be the same a little more or less, lying and situated under Mouza – Noapara, L. O. P. No. – 137 comprised in C. S. Dag No. – 1606, R. S. Dag No. – 1102, under C. S. & R. S. Khatian No. – 342, within the limit of Barasat Municipality, P. S. – Barasat, A. D. S. R. O. – Kadambagachi in the District of North 24 Parganas.

AND WHEREAS to establish their [Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri Sankar Nandy, Smt. Madhuchhanda Halder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri PrasenjitNandy] peaceful respective possession over the said property and also to avoid future complication and after careful consideration of their physical possession and satisfied about their respective possession and enjoyment of the property, the Concerned B. L.& L. R. O was pleased to

record the names of Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri PrasenjitNandy, in the previous R. S. Records in respect of said 04 Cottah 08 Chittaks of land of Mouza – Noapara, J. L. No. – 83, L. O. P. No. – 137, and the details are as under :-

| Name | R/ No. | R. S. Khatian No. | R. S. Dag No. | Area of Land | Classification of Land |
|--|------------|-------------------------|---------------------|--------------------|---------------------------|
| Dipak Kumar Nandi | 12/83/2019 | 342 | 1102 | 1.24 Dec. | BASTU |
| Pradip Kumar Nandi | 11/83/2019 | 342 | 1102 | 1.24 Dec. | BASTU |
| SankarNandy | 8/83/2019 | 342 | 1102 | 1.24 Dec. | BASTU |
| MadhuchhandaHalder (Nandi) | 10/83/2019 | 342 | 1102 | 1.24 Dec. | BASTU |
| Chhanda Das (Nandi) | 6/83/2019 | 342 | 1102 | 1.24 Dec. | BASTU |
| Sadhana Nandi | 5/83/2019 | 342 | 1102 | .42 Dec. | BASTU |
| Abhijit Nandi | 7/83/2019 | 342 | 1102 | .41 Dec. | BASTU |
| PrasenjitNandy | 9/83/2019 | 342 | 1102 | .41 Dec. | BASTU |
| Total Land – 7.44 Dec. equivalent to 04 Cottah 08 Chittaks (M/L) | | | | | |

AND said Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri PrasenjitNandy, also

got their names duly mutated in the office of local Barasat Municipality, under Ward No. – 3, Holding No. – 412, Premises at Shalbagan Road (2 No. Sarani) and jointly had been possessing and enjoying the same peacefully, without interruption of others, free from all encumbrances, charges, liens, mortgages whatsoever.

AND WHEREAS by a Registered Deed of Conveyance, being No. – 152509667, submitted on 21/11/2018 and registered on 22/11/2018, said Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri PrasenjitNandy jointly sold, transferred and conveyed all that the said piece and parcel of land measuring an area of 04 (Four) Cottah 08 (Eight) Chittaks, be the same a little more or less, along with one storied pucca cemented finished flooring building measuring an area of 805 sq.ft., more or less, standing thereon, lying and situated under Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Touzi No. – 146, Pargana – Anowarpur, comprised in C. S. Dag No. – 1606, R. S. Dag No. – 1102, under C. S. & R. S. Khatian No. – 342, within the limit of Barasat Municipality, P. S. – Barasat, A. D. S. R. O. – Kadambagachi in the District of North 24 Parganas in favour of **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das & **SRI SAIBAL DUTTA**, son of Late Santosh Kumar Dutta, the Land Owners'/ Vendors herein, and delivered khas possession in their favour and the said Deed was registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2018, Pages from 273392 to 273457, being No. – 152509667 for the year 2018.

AND WHEREAS after purchasing the said property said **SMT. SAPTAPARNA DAS & SRI SAIBAL DUTTA**, the Land Owners'/ Vendors herein, got their names duly recorded their names in the office of local B. L. &

L. R. O., BST – I, and the name of Smt. Saptaparna Das recorded under L. R. Khatian No. – 1719, R. S. & L. R. Dag No. – 1102, Area of Land – 3.71 Decimals, Nature of Land – BASTU (Vide Case No. – 57/2019) & the name of Sri SaibalDutta recorded under L. R. Khatian No. – 1720, Area of Land – 3.72 Decimals, Nature of Land – BASTU, (Vide Case No. – 58/2019) and they also got their names duly mutated in the office of local Barasat Municipality, under Ward No. – 03, Holding No. – 412, Premises at Shalbagan Road, and they also sanctioned a multi-storied (G + 4) building plan from the local Barasat Municipality, (Vide Sanctioned Serial No. - 1435, dated – 29/06/2019) and they jointly have been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority and the said property is free from all encumbrances, charges, liens, mortgages whatsoever.

AND WHEREAS the Vendors/Owners are now desirous of developing their land by constructing multi-storied building as per the said building plan sanctioned by the Barasat Municipality but the Owners due to financial stringency, it will neither be practical nor possible for them to develop the said premises by constructing the Multi Storied building thereat in accordance with the building plan is in the lookout for a responsible and reputable Promoter/Developer in conjunction with the Owners.

AND WHEREAS with a view to construct a Multi Storied Building (G+4) over the said First schedule of property the Land Owners/ Vendors hereto entered into a Registered Development Agreement, being No. - 152511877, dated – 20/12/2019, registered with the office of D. S. R. – III, North 24 Parganas, Barasat, with “**S. S. ASSOCIATES**” , a Partnership firm, having its Trade License, incorporated under the Indian Partnership Act., having its office at 3A, N.D.P. –I, Sarojinipally, P.O. – Nabapally, P.S. – Barasat in the District of

North 24 Parganas, Kolkata – 700126, represented by its partners namely **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, & **SRI SAIBAL DUTTA**, son of Late Santosh Kumar Dutta, the Developer herein, under some terms and conditions embodied therein.

AND WHEREAS the Owners/ Vendors herein also executed and registered a Development General Power of Attorney in favour of the Developer herein, being No. – 152511889, dated – 20/12/2019, registered with the office of D. S. R. – III, Barasat, North 24 Parganas, copied in Book No. – I, Volume No. – 1525-2019, Pages from 334267 to 334300, being No. – 152511889 for the year 2019.

AND WHEREAS in pursuance of the said plan sanctioned by the Barasat Municipality the Developer has completed the construction of the said multistoried building over the “A” Scheduled of land hereunder written and now the Developer has provided a Flat, **Being Flat No. – “-----”, measuring a carpet area of more or less ----- sq.ft., covered area ----- sq.ft., more or less & super built up area of -----sq.ft., more or less, on the----- Floor** (herein after referred to as the said Flat) for Sale to the intending Purchaser from the developer allocation wherein the Vendors/Developer will execute the Deed of Conveyance who will purchase of the said flat in the said building known as “**ANEEEK APARTMENT**”.

AND WHEREAS the Purchaser having interested to purchase a Flat in the said building duly inspected all the relevant title deeds, documents of the said Vendors/ Developer 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 have satisfied **himself** with regard thereto;

AND WHEREAS the Purchaser approached the Vendors/ Developer and agreed to purchase a residential flat **Being Flat No. – “-----”, measuring a**

carpet area of more or less ----- sq.ft., covered area ----- sq.ft., more or less & super built up area of ----- sq.ft., more or less, on the ----- Floor (herein after referred to as the said Flat) fully mentioned in the **SCHEDULE B** 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 **SCHEDULE C** 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 Purchaser to the Vendors/ Developer on or before the execution of these presents (the receipt whereof the Vendors/ Developer do hereby admit and acknowledge) and of and from the payment of the said amount and every part thereof the Vendors/ Developer do hereby absolutely and indefeasibly grant sell convey transfer assign and assure unto and in favour of the Purchaser the said flat **Being Flat No. - "-----"**, measuring a carpet area of more or less ----- sq.ft., covered area ----- sq.ft., more or less & super built up area of ----- sq.ft., more or less, on the ----- Floor fully mentioned in the "**B**" **SCHEDULE** hereunder written together with undivided proportionate share of land fully and particularly described in the "**A**" **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 "**C**" **SCHEDULE** hereunder written in common with the co-Owners of the building **AND** the reversion or reversions remainder or remainders and the rents issues and profits of and in connection

with the said flat **AND** all the estate right title interest property claim and demand whatsoever on the Owners/Developer out of or upon the said share in the said premises and the said **flat** and all other benefits and rights herein comprised and hereby granted sold conveyed and transferred or expressed or intended so to be and every part thereof respectively **TOGETHER WITH** their and every of their respective rights liberties and appurtenances whatsoever to and unto the Purchaser **AND TOGETHER WITH** all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said **flat** belonging to the Purchaser **TO HAVE AND TO HOLD** the said share in the said premises and the said **flat** and the other benefits and rights hereby granted sold conveyed and transferred and every part or parts unto the Purchaser absolutely and forever free from all encumbrances trusts liens lispendens 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 Vendors/ Developer shall have no liability and/or right whatsoever on the said **flat** described in the "B Schedule" hereunder written after the date of execution of this Deed of Conveyance **AND** it shall be lawful for the Purchaser from time to time and at all times hereafter to peaceably and quietly hold use possesses and enjoy the said flat and the share in the said premises and to receive the rents issues and profits thereof without any interruption hindrance claim or disturbance through under or in trust for the Vendors/ Developer **AND** further the Owners and the Developer and all other person or persons having or lawfully equitably claiming any estate, right, title or interest whatsoever in the said **flat** and proportionate share in the said land from through under or in trust for the Vendors/ Developer shall and will from time to time and at all times hereafter

upon every reasonable request and at the costs and expenses of the said Purchaser do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said **flat** here by sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchaser shall or may be reasonably required.

THIS INDENTURE FURTHER WITNESSETH as follows: -

- i) **PREMISES** shall mean the **ALL THAT** piece and parcel of BASTU land measuring an area of 04 Cottah 08 Chittaks but in physical measurement (According to Sanctioned Building Plan (Vide Sanctioned Serial No. - 1435, dated – 29/06/2019), the land area stands 04 (Four) Cottahs 07 (Seven) Chittaks 35 (Thirty Five) Sq.ft., be the same a little more or less, together with the said multi-storied building popularly called and known as “ANEK APARTMENT” standing thereon, lying and situated under Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Touzi No. – 146, Pargana – Anowarpur, comprised in C. S. Dag No. – 1606, R. S. & L. R. Dag No. – 1102, under C. S. & R. S. Khatian No. – 342 corresponding to L. R. Khatian No. – 1719 (Stands in the name of Saptaparna Das) & 1720 (Stands in the name of Saibal Dutta), within the limit of Barasat Municipality, under Ward No. – 03, Holding No. – 412, Premises at Shalbagan Road, P. S. – Barasat, A. D. S. R. O. – Kadambagachi in the District of North 24 Parganas, fully mentioned in the “A” SCHEDULE hereunder written and wherever the context so permits or intends shall also include the building thereon.

- ii) **SAID SHARE** of the said premises shall mean an undivided impartible proportionate share in the land comprised in the said premises attributable to the said flat and described in the "B" Schedule hereunder written
- iii) **BUILDING** shall mean and include the building constructed by the Developer on the said premises.
- iv) **CO-OWNERS** shall according to its context mean all the persons who have acquired and who may hereafter acquire or own flats 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 "C" 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 "D" 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 "B" Schedule hereunder written and undivided proportionate share in the common areas and installations in the premises.
- viii) **ASSOCIATION** shall mean any association, syndicate, committee or society of all the co-Owners that may be formed for the purpose of management, maintenance and administration of the common purpose.
- ix) **SINGULAR** number shall mean and include the plural number and vice versa.

x) **MASCULINE** gender shall mean and include the feminine gender and vice versa.

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDORS/ DEVELOPER as follows: -

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

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

11. That the Purchaser on purchasing the **flat** shall be entitled to sale, mortgage, lease, or otherwise alienate the said **flat** subject to the terms and conditions contained herein without the consent of the other co-Owners of the said premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the Purchaser. It is also agreed that the Purchaser shall acquire full right, title and interest in the said **flat** hereby sold to her on the basis of registration of the sale deed of the said **flat**.
12. As long as the said **flat** in the said building is not separately assessed for municipal taxes and other charges, the Purchaser shall pay proportionate share of water charges and municipal taxes and other statutory taxes as assessed on the whole building to the Vendors/ Developer and on its formation to the Association as mentioned above. Once the said flat is separately assessed the Purchaser shall be liable directly to the authority/department concerned for such payment of rates and taxes.
13. That the Purchaser shall have the right of half of the depth of the ceiling above, the pillars and the joints and the common partition wall demarcation their flat from the adjacent flat and full Ownership of other walls, doors, windows and all fittings and shall be entitled to repair and maintain the same but he shall not be entitled to damage or open door or window on common wall encroaching the privacy of the adjoining flat Owners. The Purchaser shall have no right of demolishing his/**her/their flat** nor seek partition of the common area and facilities.
14. The Purchaser shall allow the Vendors/ 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 Purchaser shall not store in the said **flat** any goods, which are of hazardous obnoxious combustible or dangerous in nature or are so heavy

as to damage the construction or structure of the building in which the said flat is situated or storing of which is unlawful. In case any damage is caused to the building / flat due to negligence or default of the Purchaser, the Purchaser shall be liable for the consequences of the breach for any such default.

16. The Purchaser shall not demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the flat or any part thereof or to the building nor any alteration in the elevation and outside colour scheme of the building/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 flat or any portion of the building causing danger to the building. The Purchaser shall however be allowed to repair and change the doors, windows, and grills when the same become old and broken and can also fix A.C. Machine personal service amenities etc. in **his/her/their** flat without disturbing the co-Owners.
17. In using the said Unit and the common areas and installations of the said building and the premises, neither the Purchaser nor any member of the family of the Purchaser shall do the following act;
 - i) Make any unnecessary noise;
 - ii) Leave any litter other than in a place provided for the purpose;
 - iii) Leave or cause to be left any article or thing where they may or are likely to obstruct the free use of other parts of the building by others.
18. The Purchaser shall sign all papers and documents and do all other acts, deeds, things as the Vendors/ Developer / Association may lawfully require **their** to do from time to time for safeguarding the said building and the interest of other co-Owners.

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

THE SCHEDULE "A" ABOVE REFERRED TO

(Entire Premises)

ALL THAT piece and parcel of BASTU land measuring an area of 04 Cottah 08 Chittaks but in physical measurement (According to Sanctioned Building Plan (Vide Sanctioned Serial No. - 1435, dated - 29/06/2019), the land area stands 04 (Four) Cottahs 07 (Seven) Chittaks 35 (Thirty Five) Sq.ft., be the same a little more or less, together with the said multi-storied building popularly called and known as "ANEK APARTMENT" standing thereon, lying and situated under Mouza - Noapara, J. L. No. - 83, Re. Sa. No. - 137, Touzi No. - 146, Pargana - Anowarpur, comprised in C. S. Dag No. - 1606, R. S. & L. R. Dag No. - 1102, under C. S. & R. S. Khatian No. - 342 corresponding to L. R. Khatian No. - 1719 (Stands in the name of Saptaparna Das) & 1720 (Stands in the name of Saibal Dutta), within the limit of Barasat Municipality, under Ward No. - 03, Holding No. - 412, Premises at Shalbagan Road, P. S. - Barasat, A. D. S. R. O. - Kadambagachi in the District of North 24 Parganas, fully mentioned in the "A" SCHEDULE hereunder written and wherever the context so permits or intends shall also include the building thereon, which is butted and bounded by:-

BUTTED AND BONDED BY

On the North - 22 feet wide Lane.

On the South - Padma Rani Sarkar.

On the East - Antalin Apartment.

On the West - 24 Feet wide Shalbagan 2 No. Sarani.

THE SCHEDULE "B" ABOVE REFERRED TO

(Description of Flat hereby sold)

ALL THAT piece and parcel of a vitrified tiles finished flooring self-contained residential Flat, Being Flat No. – "-----", measuring a carpet area of more or less ----- sq.ft., covered area ----- sq.ft., more or less & super built up area of ----- sq.ft., more or less, consisting of ----- Bed Rooms, ----- dining cum drawing, ----- Kitchen, ----- Toilet, ----- W. C., & ----- Balcony, at the -----side/ Corner on the ----- Floor, of the G Plus Four storied building, popularly called and known as "ANEK APARTMENT", lying within the jurisdiction of local Barasat Municipality, Barasat Municipality, under Ward No. – 03, Holding No. – 412, Premises at Shalbagan Road, P. S. – Barasat in the District of 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, at the said schedule property of the said building including common roof right. The flat is fully shown and delineated plan annexed hereto and boundary line marked by Red Colour. The said plan will be treated as part of this Deed of Conveyance. The flat is butted and bounded by :-

On the North -----.

On the South – -----.

On the East – -----.

On the West -----.

SCHEDULE "C" ABOVE REFERRED TO

(Common areas, common facilities and common amenities)

- i. Land under the said building described in the First Schedule.

- ii. All sides spaces, back spaces paths, passages, drains, ways in the said building.
- iii. General lighting of the common portions and spaces for installations of electric meter in general.
- iv. Drains and sewers from the building in the Municipal connection drains and/ or sewerage.
- v. Stair, and stair case landings.
- vi. Lift & Lift Room, Lobbies in each floor, Common Septic Tank, Common water pump, Common Water Tank, Common Electric line.
- vii. Water and sewerage evocation from the pipes of the every unit, to drain and sewerage common to the said building.
- viii. After delivery of possession maintenance cost will be borne by the flat owners.

SCHEDULE "D" 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 water storage tanks, septic tank and electric wires, motors, generators and other appliances and passages in or under *or* upon the building and enjoyed or used by the Purchaser in common with the other occupiers of the building and the main entrance, passages landings, staircases of the building enjoyed by the Purchaser or used by him in common as aforesaid.
2. Cost of cleaning and lighting the passages, landing, lift, staircase and other parts of the building as enjoyed or used by the Purchaser 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 same those separately assessed.
6. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same.
7. All charges and deposit for supply of common facilities.

Printed by :-

Barasat

Email – deedhome@gmail.com

MEMO OF CONSIDERATION

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

| Date | Cash/ Cheque/ D.D. No. | Bank/ P. O. | Branch | Rupees |
|-------|---------------------------|-------------|---------|-------------|
| ----- | ----- | ----- | ----- | Rs. ----- |
| ----- | ----- | ----- | ----- | Rs-----/- |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | Total - | Rs. -----/- |

(RUPEES -----)

WITNESSES:-

1.

2.

**SIGNATURE OF THE
DEVELOPER**
(Partners of S. S. ASSOCIATES)

