

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made on this .....  
day of ..... Two Thousand Twenty ..... (202.....)  
A.D.

**BETWEEN**

(1) **SRI MANOJ MAJUMDER**, (PAN.CVUPM5413J) (Aadhaar 3219 1861 0994) son of Late Niranjan Majumder, (2) **SMT. SIKHA MAJUMDER**, (PAN.BDYPM5099M) (Aadhaar 4659-2161-7637) alias Sikha Rani Majumder wife of Late Ratan Majumder (3) **SRI ARIJIT MAJUMDER**, having (PAN **CHFPM9921A**)(Aadhaar **7015 0811 0552**), son of Late Ratan Majumder, all by creed Hindu, Indian by National, all are residing at 574, Diamond Harbour Road, Post Office Thakurpukur, Police Station Thakurpukur, Kolkata: 700063, District 24 Parganas (South), (4) **SRI AMIT RANJAN SENGUPTA**, having (PAN: CRXPS0347G) (Aadhaar 2842-5733-1122) Son of Chitta Ranjan Sengupta, by creed- Hindu, Indian by National, residing at 574, Diamond Harbour Road, Post Office Thakurpukur, Police Station Thakurpukur, Kolkata: 700063, (5) **SMT. DULALI SARKAR**, having (PAN : DBFPS0349M) (Aadhaar 4503 0461 2427), wife of Sri Subir Sarkar and daughter of Late Nirajan Majumder, by creed- Hindu, Indian by National, residing at 228/6/1, Majhi Para Road, Post Office : Thakurpukur, Police Station : Haridevpur, Kolkata 700063, (6) **SMT. DOLI BASU**, having( PAN : AZGPB0128H) (6864 4283 1040), wife of Sri Sisir Kanti Bose and daughter of Late Niranjan Majumder, by creed : Hindu, Indian by National, residing at 108C, Vivekananda College Road, Post Office : Thakurpukur, Police Station Haridevpur, Kolkata 700063, District : 24 Parganas (South), (7) **SRI BIRAJ MAJUMDER**, having (PAN : AJXPMO674Q) (Aadhaar 6538 4370 7295), son of Late Niranjan Majumder, by creed : Hindu, Indian by National, residing at 118/B, Majhi Para Road, Post Office :

Thakurpukur, Police Station Thakurpukur, Kolkata : 700063 and (8) **SMT. ANJALI BASU**, having (PAN : AYJPB6833H) (Aadhaar 9446 3535 5544), wife of Sri Nihar Ranjan Bose and daughter of Late Niranjana Majumder, by creed: Hindu, Indian by National, residing at 83/1, Main Road East, Post Office : New Barrackpore, Police Station : New Barrackpore, Kolkata : 700131, No.1 by profession-Business, No. 2,5,6,,8 - Housewife, 3, 4 & 7 Service, hereinafter severally and collectively called **“THE OWNERS”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) represented by their lawful constituent attorney 1) **SRI SUBIKASH RAY** (PAN: AIXPR8559C) (Aadhaar 2087 7347 4129) son of Sailendra Nath Ray, by faith- Hindu, by occupation- Business, residing at 139 Majhi Para Road, P.O -Thakurpukur Police Station- Haridevpur, Kolkata- 700063 2) **SRI SANDIP KARMAKAR** (PAN: CNMPK7804F) (Aadhaar 58418404 7059) son of Late Santosh Karmakar, by faith- Hindu, by occupation- Business, residing at 102 Majhi Para Road, P.O- Thakurpukur Police Station- Haridevpur, Kolkata- 700063, partners of **M/S. MATREE BHUMI CONSTRUCTION**, (PAN:AAZFM9676K) a partnership Firm, having its registered office at 139 Majhi Para Road, Post Office– Thakurpukur, Police Station - Haridevpur, Kolkata – 700063 through a registered Power of attorney, registered before the A.D.S.R Behala and recorded therein Book No. I Volume NO. 1607-2021 Pages 330353 to 330409 being no. 160709300 for the year 2021 of the **FIRST PART.**

**A N D**

**SRI .....** (**PAN. ....**) (Aadhaar No. ....) S/D/W of ....., by faith- ....., by occupation- ..... residing at ....., P.O- .....P.S....., ..... herein after referred to as the **PURCHASER** (which expression shall unless otherwise repugnant to the context be deemed to mean and include his/her/their heirs, executors, successors, legal representatives, administrators and assigns) of the **SECOND PART.**

**A N D**

**M/S. MATREE BHUMI CONSTRUCTION, (PAN: AAZFM 9676K)** a partnership Firm, having its registered office at 139 Majhi Para Road, Post Office – Thakurpukur, Police Station - Haridevpur, Kolkata - 700063, represented by its Partners **1) SRI SUBIKASH RAY** (PAN: AIXPR8559C) (Aadhaar 2087 7347 4129) son of Sailendra Nath Ray, by faith- Hindu, by occupation - Business, residing at 139 Majhi Para Road, P.O -Thakurpukur Police Station- Haridevpur, Kolkata- 700063 **2) SRI SANDIP KARMAKAR** (PAN: CNMPK7804F) (Aadhaar 58418404 7059)son of Late Santosh Karmakar, by faith- Hindu, by occupation- Business, residing at 102 Majhi Para Road, P.O- Thakurpukur Police Station- Haridevpur, Kolkata- 700063, **3) SRI TAPAN HALDER** (PAN: ACHPH2873F) (8353 8450 1286) son of Sri Niranjana Halder, by faith- Hindu, by occupation-

Business, residing at 405, Majher Para Road, P.O- Thakurpukur, Police Station- Haridevpur, Kolkata- 700063 4) **SRI RAJU ADHIKARY** (PAN. AEHPA6344J)(Aadhaar 3260 2592 5719) son of Sri Manabendra Adhikary, by faith- Hindu, by occupation- Business, residing at 74/1A, Barisha Purba Para Road, P.O -Thakurpukur Police Station- Haridevpur, Kolkata- 700063 5) **SRI PRADIP SADHAK** (PAN: EFHPS2419H ) (Aadhaar 3211 8859 7562) son of Late Anuj Sadhak by faith- Hindu, by occupation- Business, residing at 110, Majher Para Road, Nabanagar, P.O Thakurpukur Police Station- Haridevpur, Kolkata - 700063 (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the successor- in-interest, administrators, legal representatives and assigns of the said partnership Firm and the legal heirs, executors, administrators, legal representatives and assigns of each of the said Partners ) of the **THIRD PART**.

**WHEREAS** at a material point of time one Charubala Majumder wife of Late Jagadish Kumar Majumder of 51B Rash Behari Avenue, Kolkata- 700029 was the lawful and absolute Owner of all that piece and parcel of land measuring about 22 decimal lying and situates at Mouza – Purba Barisha, Pargana – Khaspur, J.L. No. 23, R.S. No. 43, Touzi No. 240 R.S. Khatian No. 1659 under R.S. Dag No. 1872, Within the Kolkata Municipal Corporation Ward No. 124, Police Station – Behala then Thakurpukur thereafter Haridevpur Addl. District Sub Registry Office – Behala, District Sub Registry Office – Alipore, District South 24-Parganas, which she had purchased from it's the then

owner Ramesh Chandra Ghosh Majumder son of Late Purba Chandra Ghosh Majumder of 224/6 Bow Bazar Street, Kolkata by virtue of a deed of sale, written in Bengali Vernacular and registered before the District Sub Registrar at Alipore and recorded therein Book NO. I Volume NO. 21 Pages 197 to 200 being deed no. 1528 for the year 1949.

**AND WHEREAS** after purchasing the same said Charubala Majumder mutated her name before the then South Suburban Municipality and now within the limits of Kolkata Municipal Corporation Ward No. 124 and since then the premises is known and identified as K.M.C Premises No. 574 Diamond Harbour Road, Kolkata- 700063.

**AND WHEREAS** said after death of said Charubala Majumder her successors sold, transferred some portion of land and while retained rest of the land executed different deed of gifts.

**AND WHEREAS** accordingly, after that the successors of said Charubala Majumder i.e son and daughters of deceased son Niranjana Majumder (who died intestate on 17/9/1973) namely Ratan Majumder, Monoj Majumder, Biraj Majumder, Manju Sengupta, Dolly Basu, Dulali Sarkar, Anjali Basu ultimately became joint lawful owners of all that piece and parcel of land which is physically measuring about **ALL THAT** ALL THAT piece and parcel of land measuring an area of 10 (Ten) Cottahs 00 (Zero) Chittacks 00 (zero) sq.ft be the same a little more or less together with existing structures standing thereon, situate and lying at Mouza : Purba Barisha, J.L. No.23, R.S. No.43, Collectorate Touzi No.240, appertaining to R.S & L.R Dag

No.1872, R.S Khatian No. 1659, L.R Khatian No. 9503, being known and numbered as **K.M.C Premises No.574, Diamond Harbour Road, Police Station : Thakurpukur, Kolkata : 700063**, within the limits of the Kolkata Municipal Corporation, under Ward No.124, District : 24 Parganas (South) .

**AND WHEREAS** while enjoying the aforesaid land jointly said Ratan Majumder died intestate on 19.04.2006 leaving behind his wife Sikha Majumder and son Arijit Majumder to inherit his share in the all movable and immovable property.

**AND WHEREAS** thereafter said Smt. Manju Sengupta, who was issueless, also died interest on 13.06.2019 leaving behind her husband Amit Ranjan Sengupta to inherit her share in the property.

**AND WHEREAS** thus presently said Sri Manoj Majumder, Smt. Sikha Majumder, Sri Arijit Majumder, Sri Amit Ranjan Sengupta, Smt. Dulali Sarkar, Smt. Doli Basu, Sri Biraj Majumder, Smt. Anjali Basu became lawful and joint owners in respect of the property described herein above.

**AND WHEREAS** thereafter said Sri Manoj Majumder, Smt. Sikha Majumder, Sri Arijit Majumder, Sri Amit Ranjan Sengupta, Smt. Dulali Sarkar, Smt. Doli Basu, Sri Biraj Majumder, Smt. Anjali Basu also mutated their names before the Kolkata Municipal Corporation in respect of **K.M.C Premises No.574, Diamond Harbour Road, Police Station : Thakurpukur, Kolkata : 700063 and also before the B.L & L.R.O** and in the records of B.L. & L.R.O the names of Monoj Majumder in

respect of L.R Khatian NO. 10836, the names of Sikha Majumder in respect of L.R Khatian NO. 10842, the names of Arijit Majumder in respect of L.R Khatian NO. 10843, the names of Amit Ranjan Sengupta in respect of L.R Khatian NO. 10841, the names of Dulali Majumder in respect of L.R Khatian NO. 10837, the names of Dolly Basu in respect of L.R Khatian NO. 10838, the names of Biraj Majumder in respect of L.R Khatian NO. 10839, the names of Anjali Basu in respect of L.R Khatian NO. 10840, in Mouza- Purba Barisha, Dag No. 1872, District South 24 Parganas.

**AND WHEREAS** said Sri Manoj Majumder, Smt. Sikha Majumder, Sri Arijit Majumder, Sri Amit Ranjan Sengupta, Smt. Dulali Sarkar, Smt. Doli Basu, Sri Biraj Majumder, Smt. Anjali Basu also converted character of the land from Shali to Bastu vide conversion memo no. 17/610/CC/BLRO/Kol/2022 Date: 28/02/2022, conversion memo no. 17/609/CC/BLRO/Kol/2022 Date: 28/02/2022, conversion memo no. 17/606/CC/BLRO/Kol/2022 Date: 28/02/2022, conversion memo no.17/693/CC/BLRO/Kol/2022 Date: 08/03/2022, conversion memo no. 17/607/CC/BLRO/Kol/2022 Date: 28/02/2022, conversion memo no. 17/604/CC/BLRO/Kol/2022 Date: 28/02/2022, conversion memo no. 17/1108/CC/BLRO/Kol/2022 Date: 11/04/2022, conversion memo no. 17/605/CC/BLRO/Kol/2022 Date: 28/02/2022 respectively.

**AND WHEREAS** thus Owners herein became lawful joint Owner of **ALL THAT** piece and parcel of land measuring an area of 10 (Ten) Cottahs 00 (Zero) Chittacks 00 (zero) sq.ft be



the same a little more or less together with existing structures standing thereon, situate and lying at Mouza : Purba Barisha, J.L. No.23, R.S. No.43, Collectorate Touzi No.240, appertaining to R.S & L.R Dag No.1872, R.S Khatian No. 1659, L.R Khatian No. 10836, 10842, 10843, 10841, 10837, 10838, 10839, 10840, being known and numbered as **K.M.C Premises No.574, Diamond Harbour Road, Police Station : Thakurpukur, Kolkata : 700063**, within the limits of the Kolkata Municipal Corporation, under Ward No.124, District: 24 Parganas (South) which is free from all encumbrances, liens, lispensens, charges whatsoever.

**AND WHEREAS** in course of their joint peaceful enjoyment the aforesaid land Owners decided to construct a new building at the said Premises with modern amenities and facilities but due to lack of finance manpower and technical knowledge is in search of a suitable solvent Developer to implement the aforesaid intention and to that effect they offered the Developer **M/S. MATREE BHUMI CONSTRUCTION**, (PAN:AAZFM9676K) a partnership Firm, having its registered office at 139 Majhi Para Road, Post Office– Thakurpukur, Police Station - Haridevpur, Kolkata - 700063, represented by its Partners 1) **SRI SUBIKASH RAY** (PAN: AIXPR8559C) (Aadhaar 2087 7347 4129) son of Sailendra Nath Ray, by faith- Hindu, by occupation- Business, residing at 139 Majhi Para Road, P.O - Thakurpukur Police Station- Haridevpur, Kolkata- 700063 2) **SRI SANDIP KARMAKAR** (PAN: CNMPK7804F) (Aadhaar 58418404 7059)son of Late Santosh Karmakar, by faith- Hindu, by occupation- Business, residing at 102 Majhi Para Road, P.O- Thakurpukur Police Station- Haridevpur, Kolkata- 700063, 3)

**SRI TAPAN HALDER** (PAN: ACHPH2873F) (8353 8450 1286) son of Sri Niranjan Halder, by faith- Hindu, by occupation- Business, residing at 405, Majher Para Road, P.O- Thakurpukur, Police Station- Haridevpur, Kolkata- 700063 **4)**

**SRI RAJU ADHIKARY** (PAN. AEHPA6344J) (Aadhaar 3260 2592 5719) son of Sri Manabendra Adhikary, by faith- Hindu, by occupation- Business, residing at 74/1A, Barisha Purba Para Road, P.O -Thakurpukur Police Station- Haridevpur, Kolkata- 700063 **5)**

**SRI PRADIP SADHAK** (PAN: EFHPS2419H ) (Aadhaar 3211 8859 7562) son of Late Anuj Sadhak by faith- Hindu, by occupation- Business, residing at 110, Majher Para Road, Nabanagar, P.O Thakurpukur Police Station- Haridevpur, Kolkata - 700063 to develop the said Premises by constructing of a new Multi-storied building thereon and the Developer herein after coming to know such intention have entered into a registered agreement for Development on 13.08.2021 registered before the Addl. Dist. Sub Registrar at Behala and recorded therein Book No. I Volume NO. 1607-2021 Pages 319195 to 319271 being no. 160709282 for the year 2021 AND also empowered the Developer through registered Power of attorney, registered before the A.D.S.R Behala and recorded therein Book No. I Volume NO. 1607-2021 Pages 330353 to 330409 being no. 160709300 for the year 2021.

**AND WHEREAS** the by virtue of the said agreement Developers herein also empowered to enter into agreement for sale and to receive booking money, earnest money, and the balance consideration whatever from the intending Purchasers as per the said agreement in respect of Developer's allocation.

**AND WHEREAS** the Developer presently is in process of construction of the said multi-storied building on the aforesaid landed property after demolition the existing old building thereon as per sanctioned Plan sanctioned by the K.M.C vide building permit no. 2023160337 dtd. 17/10/2022.

Now the Developer, herein due to accumulation of fund in order to sell individual flat at **K.M.C Premises No.574, Diamond Harbour Road, Police Station : Thakurpukur, Kolkata : 700063** and agreed to sell All that self-contained residential flat No. ... on the .... floor ..... **side** measuring about ..... sq. mtr carpet area be the same little more or less consisting of .... bed rooms, ... drawing cum dining, 1 kitchen, 1 toilet, 1 W.C and ..... verandah together all common facilities and amenities together with undivided proportionate share of land including all common facilities and amenities of said Schedule - A building at a consideration of **Rs. ..../- (Rupees .....)** **only excluding G.S.T.** And the Purchaser herein have also agreed and offered to the Developer to purchase the aforesaid scheduled below flat by paying the said consideration money and accordingly entered into an agreement for sale on.....

**NOW THIS INDENTURE WITNESSTH** that in pursuance of the said agreement dtd..... and in consideration of said total sum of **Rs. ..../- (Rupees .....)** **only** of lawful money of the Union of India well and truly paid by the Purchaser/Purchasers to the **OWNERS/DEVELOPERS** herein as per memo of consideration below & the receipt where of the **OWNERS/DEVELOPERS** do hereby

admits and acknowledges and **OWNERS/DEVELOPERS** doth hereby also acquits, releases and handing over peaceful possession thereof and forever discharge the said Flat morefully and particularly described in the Schedule "B" hereunder in favour of Purchaser/Purchasers i.e **ALL THAT** self contained residential Flat No. .... on the South North West oriented on **the** ..... **Floor** measuring ..... sq. ft. More or less super built up area consisting of ..... bed rooms, 1 dining cum kitchen, 1 toilet, 1 W.C and Balcony morefully and particularly described in Schedule "B" together with undivided proportionate share of land (described in schedule A) including all common facilities and amenities of the said residential building and also all proportionate common areas and spaces particularly described in the Schedule "C" hereunder are hereby granted, transferred sold and conveyed. The OWNERS/DEVELOPERS do hereby absolutely and indefeasibly grants, conveys, assigns and assures unto the Purchaser/Purchasers and handing over peaceful possession on the flat and more particularly described in the schedule-"B" written below and all consequent and also other right thereof and subject to bear and pay proportionate share of liabilities and obligations and also the terms and conditions mentioned below **TO HAVE AND TO HOLD** the said flat and unto and to the use of the Purchaser/Purchasers absolutely and forever covenant with the Purchaser/Purchasers that the OWNERS/DEVELOPERS has good right full power and absolute authority to grant, convey, transfer and assure the said flat and every part thereof unto the Purchaser/Purchasers in the manner aforesaid but subject to the obligations and conditions herein contained and that the Purchaser/Purchasers shall or may at all times hereinafter peaceably and quietly possess and enjoy the same and every part thereof according to the terms and conditions hereinafter contained to receive and release the rents, issues, and profits thereof without any eviction interruption claim

or demand whatsoever by the OWNERS/DEVELOPERS or any person claiming lawfully or equitably claiming through under or in trust for him/her/them OWNER/ DEVELOPER do hereby further covenant with the Purchaser/Purchasers that the OWNERS/DEVELOPERS and all persons having lawfully and equitably claiming through under or in trust for him/her/them, the OWNER/ DEVELOPER as aforesaid shall and will from time to time and all times hereinafter at the request and cost of the Purchaser/Purchasers cause to be done, or execute all such acts, matters and things whatsoever for further and more perfectly assuring title of the said flat and every part thereof unto the Purchaser/Purchasers in the manner and subject to the terms obligations and conditions herein contained as shall or may be reasonably required. The Purchaser/Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to terms herein contained without the consent of the OWNER/ DEVELOPER or any other co-owners AND the OWNER/ DEVELOPER do hereby further covenant with the Purchaser/Purchasers that OWNERS/DEVELOPERS will upon every reasonable request of the Purchaser/Purchasers and all the time at cost of the Purchaser/Purchasers produce for inspection the documents of title relating to the said flat hereby sold and furnished such other copies and extracts there from as the Purchaser/Purchasers may require and will keep the said documents un-cancelled or un-defaced unless prevented from so doing by fire and unavoidable accident **AND** the Purchaser/Purchasers do hereby covenants with the **OWNER/ DEVELOPER** that the Purchaser/Purchasers or his/her/their agent, relation, servants, friends have the right of ingress and egress over common areas. That the Purchaser/Purchasers shall observe perform and comply with the terms conditions and covenants herein contained **OWNERS/DEVELOPERS** also declares that peaceful possession of the

scheduled flat is hereby granted in favour of the Purchaser/Purchasers from this day.

**AND IT IS FURTHER AGREED AND DECLARED BETWEEN THE PARTIES AS FOLLOWS:**

1. That Purchaser/ Purchasers herein shall henceforth bear proportionate expenses of K.M.C Tax including surcharges and other Taxes, outgoing, levies, and impositions as leviable time to time.
2. The Cost of insurance of the building against earthquake, fire, mob, violence riots and other natural calamities shall also be proportionately borne by the Purchaser/Purchasers with other flat Owners, if any.
3. The Purchaser/Purchasers shall at his/her/their own cost maintain the said flat in proper state of repair and shall abide by all laws, bye- laws and rules and regulations of the Govt., K.M.C Taxes or other statutory body.
4. The Purchaser/Purchasers shall be entitled to apply for and to have mutation in respect of his flat from the concerned authority.
5. The Purchaser/Purchasers shall also be entitled to apply before the CESC for having electricity in his/her/their own names in respect of the said flat.
6. The Purchaser/Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed.
7. The sale herein within the meaning of the Transfer of Property Act' 1982.
8. Khas, vacant, peaceful, satisfactory and physical possession of the said Flat and Appurtenances has been handed over to the Purchaser/Purchasers herein, which the Purchaser/Purchasers admits, acknowledges and accepts.

**PURCHASER/PURCHASERS COVENANT WITH THE OWNERS HEREIN:-**

1. The Purchaser/Purchasers have/has examined the right, title, interest of the OWNERS/DEVELOPERS and is fully satisfied about the same and shall not be entitled and covenant not to raise any requisition, query, clarification or objection regarding the same.
2. The Purchaser/Purchasers herein is satisfied with design, specifications, measurement and construction and description of all fixtures and fittings installed or provided in the said flat including quality, materials, workmanship and structural stability thereon.
3. Purchaser/Purchasers herein agreed to pay proportionate common expenses as to be fixed by the Flat Owner's association of the building and also agreed in case of any default in payment of maintenance for 3 months, he/she/they will be liable to pay interest on the maintenance amount due for the period of delay (at any rate of interest may be decided by the association time to time on its formation) i.e from the date of such default to date of payment. If Purchaser/Purchasers fails to make payment of common maintenance for 6 months, in that case she has no objection if Holding Flat Owner's Association restrict them for use of common services or discontinue the use of common service. Also agreed such services shall not be restored until all the amounts together with interest are paid in full by the Purchaser/Purchasers herein.
4. The Purchaser/Purchasers is also agreed that right of the Purchaser/Purchasers shall remain restricted to the said Unit and common areas and in not even the Purchaser/ Purchasers or any person claiming through these presents shall be entitled to stretch or expand his/her/their claims over and in respect of the other parts of the building.
5. The Purchaser/Purchasers hereby covenants and assures that he/she/they shall not interfere with the right of the OWNERS/DEVELOPERS in selling transferring, making out or letting

out the remaining unsold units/flats in the said building and to carry out renovations, improvements in the said new building.

**PURCHASER/PURCHASERS ALSO COVENANT WITH THE OWNERS HEREIN:-**

- a. Not to do act deed or things whereby and there under other co-owners and/or occupiers of the said building prejudice and the right of use and enjoyment of the undivided share in the said land and/or the flats and/or common parts of the said building effected.
- b. Not to deposit or throw neither permitted to throw any rubbish and/or waste in the staircase, lobby, landings, and ground floor passages or in any common areas of the complex of the said premises wherein the said flat is situated.
- c. The OWNERS/DEVELOPERS herein shall clear up all outgoings, rent and taxes to concerned authority/authorities payable for the period before registration of this deed of conveyance and if subsequently in future any dues found to be payable for the aforesaid period relating to the said property hereby sold and conveyed, then it will be obligation on the Part of the OWNERS/DEVELOPERS to clear up the said outstanding/dues payable if any.
- d. Not to carry on any obnoxious noisy offensive illegal or de-moral activity in the said flat or in any other portions of the said building including common parts thereof or in any portion of the said premises.
- e. Not to cause any nuisance or annoyance to the other occupants of other flats of the said building or any other buildings at the said premises in any manner whatsoever.
- f. Not to do anything whereby the other co-owners and/or occupiers of the building at the said premises are obstructed in or prevented from enjoyment of his/her/their respective occupations quietly and exclusively.



- g. Not to claim any partition of sub-division of common areas of the said building and Not to make any structure, addition, alterations or modifications of permanent nature, partition, sub-division in the flat and not to divided into smaller size or making separate independent portions of the said flat on permanent nature.
  - h. Not to use the said premises for any purpose other than residential.
  - i. Not to violate any rules or regulations laid down by the Association, if formed for use of the common portion.
  - j. Not to do anything which may cause any damage or deteriorate the condition or risk or prejudices to the floor or ceiling, columns, beams and/or common walls of the said flat .
  - k. The Purchaser/Purchasers hereby covenant to keep the flat walls and partition walls, sewers, drainage pipes and other fitting and fixtures and appurtenances thereto belonging in good conditions and in well repaired conditions so as to support shelter and protect the parts of the building other than the floor spaces so occupied.
  - l. THAT the Purchaser/Purchasers will regularly and punctually pay all costs, charges and expenses payable by the Purchaser/Purchasers to the Association for the betterment, maintenance, management, protection and up keepment of the said building.
  - m. To keep the said flat in good substantial repairs and conditions and free of any damage and destruction.
  - n. To pay all K.M.C rates and taxes and all other impositions, taxes, that may be levied on the said flat time to time until separately assessed.
  - o. That to pay proportionate common expenses as to be decided by the Flat Owner's association of the building and other facilities and amenities enjoyed and utilized in the said flat in common areas in facilities from the date of possession regularly and punctually.
- I. PROVIDED ALWAYS and it is hereby expressly agreed and declared by and between the parties hereto as follows:-.**

1. The **OWNERS/DEVELOPERS** have expressed his/her/their good right, full power and lawful and absolute authority and indefinite title by this presence to grant, sell, convey, transfer, assign and assure the said flat unto and to the use of the Purchaser/Purchasers in the matter aforesaid and that the OWNERS has not done and knowingly suffered any act, deed or things where by the said property including the said flat is encumbered or impeached in estate, title or otherwise.
2. There are no encumbrances, charges, trust, liens, attachment, claims, and demands whatsoever subsisting on the said property and that the same is not the subject matter of any wait or litigation proceedings, and has not been offered as security or otherwise of any Court or Revenue Authorities.
3. That the OWNERS at all times indemnify and keep indemnified with and save harmless the Purchaser/Purchasers against all claims, and demands whatsoever in respect of the said property hereby sold and conveyed and made good to the Purchaser/Purchasers to allow, cost and expenses, may be put or obliged to incurred or suffer by reason of any defect or deficiency in the title of the OWNERS and the said property or any mistake or deficiency in the extent description or other particulars of the said property.
4. Hereafter the Purchaser/Purchasers shall have right and or liberty to sell, transfer, assign, mortgage, lease or let-out the said flat and interest hereunder subject to the over all conditions.
5. The Purchaser/Purchasers' undivided interest in the soil shall remain joint for all times with the other Co-Owners who will acquire rights and interest in the land in any flat in the building, it being hereby declared that their interest in the soil is impartible.

6. The Purchaser/Purchasers shall have the common right and ownership of common areas in the premises (save and except car parking area as shown in the sanctioned plan).
7. The Floor plan or map of the flat showing the exact area of the flat marked in red verge annexed hereto will be treated as part of parcel of this indenture.

**Number:** Words denoting the singular number, include, where the context permits and requires, the plural number and vice versa.

**Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

**Documents:** A reference to a document includes an amendment and supplement to or replacement or notation of that document.

**SCHEDULE 'A' AS REFERRED TO ABOVE**

**(i.e. the entire premises.)**

**ALL THAT** piece and parcel of land measuring an area of 10 (Ten) Cottahs 00 (Zero) Chittacks 00 (zero) sq.ft be the same a little more or less together with existing structures standing thereon, situate and lying at **Mouza : Purba Barisha**, J.L. No.23, R.S. No.43, Collectorate Touzi No.240, appertaining to R.S & L.R Dag No.1872, R.S Khatian No. 1659, L.R Khatian No. 10836, 10842, 10843, 10841, 10837, 10838, 10839, 10840, **K.M.C Premises No. 574, Diamond Harbour Road, Police Station: Thakurpukur, Kolkata : 700063**, within the limits of the Kolkata Municipal Corporation, under Ward No.124, District : 24 Parganas (South) together with all right of easements,

common facilities and amenities annexed thereto, which is butted and bounded:-

**ON THE NORTH BY** :- By drain and Private passage.

**ON THE SOUTH BY** :- By land and house of Benimadhab Saha.

**ON THE EAST BY** :- 60 ft wide James Long Sarani.

**ON THE WEST BY** :- By land of Mr. Lahiri.

**SCHEDULE "B" ABOVE REFERRED TO**

**(Said Flat)**

**ALL THAT** self-contained residential flat No. ... on the .... floor ..... **side** measuring about ..... sq. mtr carpet area be the same little more or less consisting of .... bed rooms, ... drawing cum dining, 1 kitchen, 1 toilet, 1 W.C and ..... verandah be the same little more or less together all common facilities and amenities at **K.M.C Premises No.574, Diamond Harbour Road, Police Station: Thakurpukur, Kolkata : 700063** in the building namely "**Matreebhumi Apartment**" with undivided proportionate share of land including all common facilities user and easement rights on path and passages with all other rights, benefits, privileges, facilities and appurtenances etc. attached therein and thereto, on the property morefully and particularly described in Schedule A herein above.

**THE SCHEDULE "C" ABOVE REFERRED TO**

*(Common Areas/Portions)*

1. Entrance and exits to the said premises and the proposed building.
2. Boundary walls and main gate of the said premises and proposed building.

3. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
4. Space underneath the stairs of the ground floor where pumps & motors will be installed and electrical wiring and other fittings, (excluding only those as are to be installed within the exclusive area of any flat and / or exclusively for its use).
5. Electric room where meters will be installed and electric wiring and other fittings.
6. Lift, Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room(if any), lift room if any.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, equipment, installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and user of the flats/ units in common by the co-Owners.
9. Top Roof of the building.
10. Land underneath of the proposed building.
11. Septic Tank.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
**(Common expenses)**

On completion of the building, the Land Owners, the Developer and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding,

reconstructing, lighting in regarding to the common portions of the said Building including the outer and external walls of the said Building;

- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-Owners in common;
- d) K.M.C Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the Co-owners in common.

**THE SCHEDULE "F" ABOVE REFERRED TO**  
**WORK SCHEDULE/SPECIFICATION**

(Details of fixture, fittings, standard materials etc. to be provided in the flats within Owners' Allocation)

1. Entire flooring of the flat will be made of marble/floor tiles, interior walls of plaster of Paris.
2. Toilet floor will be made of marble, walls tiles up to 5' ft.

3. In the Kitchen one cooking platform of black stone, wall dado of glazed tiles up to 2'6" inches height over the platform and one basin and one sink will be provided with tap connection.
4. Door: Main door of the flat will be wooden frame with flash door, and another door will be wooden frame with commercial ply.
5. Window: Aluminum sliding window with grills will be provided including the 4 mm. glass.
6. In the toilet, one western/Indian commode with cistern shall be provided in addition to this 2 Tap connection, one shower connection, and one geyser connection shall be provided and in the W.C. one western commode with cistern shall be provided in addition to this 1 Tap connection shall be provided.
7. Height of the flat will be erected as per sanction of Building plan.
8. Concealed wiring with points as under:
  - (a) Bed room : 3 light points, 1 fan point, 1 plug point (5 Amp.)
  - (b) Toilet; 1 light point, 1 Plug Point (15 amp), 1 exhaust fan point, 1 gyser, washing machine.
  - (c) Kitchen : 1 light point, 3 plug point (two 5 Amp. ± one 15 Amp.), 1 chimney point.
  - (d) Drawing & dining: 3 light points, 2 fan points, 2 plug points (one 5 Amp. + one 15 Amp.
  - (e) Balcony: 1 light point and 1 plug point.
- (9) Calling bell connection in the each flat above/beside the door frame.
- (10) Sanitary/ plumbing fittings: All fittings of standard qualities will be provided and ensured that the fiat conform to class I standard.

(11) Special fittings as per Owners' choice will be provided at extra cost.

(12) Lift - reputed make.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

In the presence of :-

1. ....  
**Signature of the OWNERS**

2.. ....  
**Signature of the PURCHASER/PURCHASERS**

.....  
**Signature of the DEVELOPER**

Read over, explained in Vernacular to the Parties and admitted to be correct and Drafted by me and prepared in my serasta as per instructions and documents supplied by the parties herein.,

Advocate  
Alipore Judges Court, Kolkata- 700 027



**MEMO OF CONSIDERATION.**

Received a sum **Rs.** ...../- (**Rupees** .....)  
**only** as per the memo herein under from the above named  
 Purchaser/Purchasers being the full consideration for the above-  
 mentioned unit, which is morefully described in schedule "B".

Date	Cheque No.	Banker's name, Br	Amount paid	G.S.T	Amount (in Rs.) excluding GST

Total

**WITNESSES:**

1.

2.

.....

**DEVELOPER**

Typed by me.

B.Mondal,  
 Aparajita, Kol-104