



DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
_____, 2024 (TWO THOUSAND AND TWENTY FOUR) of the
CHRISTIAN ERA.

B E T W E E N;

(1) SHRI SATYAJIT MAITY, PAN NO. BNYPM5424J, Aadhaar No. 432029955076, Voter I. Card No. WB/19/089/318194, **(2) SHRI SOUMEN MAITY**, PAN NO. BMEPM8385F, Aadhaar No. 477924302598, Voter I. Card No. MGS1586155, both are Sons of Shyamapada Maity, both are by Nationality - Indian, by Faith - Hindu, by Occupation - No. 1 - Service, No. 2 - Business, both are residing at Vill - Tababeria, P.O. Beraberia, P.S. Amdanga, Dist - North 24 Parganas, PIN - 700121, hereinafter called and referred to as the **LAND OWNERS** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

The Land Owners herein is hereby represented by their constituted attorney **SHRI ASHOK SINGH**, PAN NO. BNGPS8226Q, Aadhaar No. 628646272217, Voter I. Card No. MGS1589191, Son of Late Prabhunath Singh, by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at Vill & P.O. Beraberia, P.S. Amdanga, Dist - North 24 Parganas, PIN - 700 121, the Sole Proprietor of **M/S. SINGH CONSTRUCTION**, having its Office at Vill & P.O. Beraberia, P.S. Amdanga, Dist - North 24 Parganas, PIN - 700 121, by virtue of a Registered Development Power of Attorney being No. 15103981 dated 15/03/2021 which was registered at D.S.R.-I, North 24 Parganas, at Barasat and recorded the same in Book No. I, Volume No. 1510-2021, Pages from 141126 to 141152 for the year 2021.

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M/S. SINGH CONSTRUCTION, having its Office at Vill & P.O. Beraberia, P.S. Amdanga, Dist - North 24 Parganas, PIN - 700 121, represented by its Sole Proprietor, **SHRI ASHOK SINGH**, PAN NO. BNGPS8226Q, Aadhaar No. 628646272217, Voter I. Card No. MGS1589191, Son of Late Prabhunath Singh, by Nationality - Indian, by Faith - Hindu, by

Occupation – Business, residing at Vill & P.O. Beraberia, P.S. Amdanga, Dist – North 24 Parganas, PIN – 700 121, hereinafter referred to and called as the **DEVELOPER** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, as proprietor successors-in-interest legal representatives and assigns) of the **SECOND PART.**

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hereinafter called and referred to as the **PURCHASER/S** (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his / their heirs successors, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS one Shri Bishnupada Maity was the absolute Owner and peaceful possessor of ALL THAT a piece and parcel of land measuring 29 Decimals more or less lying and situated at MOUZA – CHHARUHAT, J.L. No. 75, Pargana – Anowarpur, comprised in R.S. Khatian No. 190, in R.S. & L.R. Dag No. 612, under P.S. & A.D.S.R.O. Amdanga, Dist – North 24 Parganas, which was purchased by virtue of a Registered Deed of Sale being No. 5345 dated 05/07/1965 which was duly registered at Joint S.R.O. Habra-Amdanga, and recorded the same in Book No. I, Volume No. 51, Pages from 166 to 168 for the year 1965.

AND WHEREAS said Shri Bishnupada Maith after purchasing the aforesaid landed property measuring 29 Decimals by virtue of aforesaid Registered Deed of Sale being No. 5345 for the year 1965, became the absolute Owner of the said landed property and he mutated and recorded his name before the local B.L. & L.R.O. in L.R. Khatian No. 331 and while he seized, possessed and enjoyed the aforesaid landed property, sold, transferred and conveyed the land measuring 15 Decimals out of his aforesaid total land measuring 29 Decimals unto and in favour of Shri

Tapan Kumar Maity, Shri Pintu Maity and Shri Anup Kumar Maity by virtue of a Registered Deed of Sale being No. 1330 dated 23/03/990 which was duly registered at S.R.O. Amdanga and recorded the same in Book No. 1, Volume No. 19, Pages from 381 to 388 for the year 1990 and accordingly said Shri Bishnupada Maity delivered the kabs possession of the said landed property measuring 15 Decimals unto and in favour of said Shri Tapan Kumar Maity, Shri Pintu Maity and Shri Anup Kumar Maity.

AND WHEREAS said Shri Tapan Kumar Maity, Shri Pintu Maity and Shri Anup Kumar Maity after purchasing the aforesaid landed property measuring 15 Decimals by virtue of aforesaid Registered Deed of Sale being No. 1330 for the year 1990, became the absolute Owners of the said landed property and said Anup Kumar Maity while seized, possessed and enjoyed his aforesaid undivided 1/3rd share of the aforesaid landed property, died intestate as bachelor leaving behind him his only mother Smt. Nalini Bala Maity as his only legal heir and successor and after demise of said Anup Kumar Maity as bachelor, his aforesaid mother Smt. Nalini Bala Maity obtained the said deceased Anup Kumar Maity's undivided 1/3rd share of said landed property by way of inheritance under Hindu Succession Act left by said deceased Anup Kumar Maity.

AND WHEREAS said Shri Tapan Kumar Maity, Shri Pintu Maity and Smt. Nalini Bala Maity while seized, possessed and enjoyed the aforesaid landed property measuring 15 Decimals lying and situated at MOUZA - CHHARUHAT, J.L. No. 75, Pargana - Anowarpur, comprised in R.S. Khatian No. 190, corresponding to L.R. Khatian No. 331, in R.S. & L.R. Dag No. 612, under P.S. & A.D.S.R.O. Amdanga, Dist - North 24 Parganas, exchanged their aforesaid landed property with one Shri Shyamapada Maity by virtue of a Registered Deed of Exchange being No. 996 dated 05/03/2008 which was duly registered at D.S.R.-I, North 24 Parganas at Barasat and recorded the same in Book No. 1, C.D. Volume No. 1, Pages from 13456 to 13467 for the year 2008 and accordingly said Shri Tapan

Kumar Maity, Shri Pintu Maity and Smt. Nalini Bala Maity delivered the khas possession of the said landed property measuring 15 Decimals unto and in favour of said Shri Shyamapada Maity.

AND WHEREAS said Shri Shyamapada Maith after obtaining the aforesaid landed property measuring 15 Decimals lying and situated at MOUZA - CHHARUHAT, comprised in R.S. Khatian No. 190, corresponding to L.R. Khatian No. 331, in R.S. & L.R. Dag No. 612 by virtue of aforesaid Registered Deed of Exchange being No. 996 for the year 2008, became the absolute Owner of the said landed property and he mutated and recorded his name before the local B.L. & L.R.O. in L.R. Records of right and while he seized, possessed and enjoyed the aforesaid landed property died intestate leaving behind him his Wife Smt. Gita Maity and two sons namely Shri Satyajit Maity and Shri Soumen Maity as his only legal heirs and successors to inherit his aforesaid landed property and thereafter said Smt. Gita Maity died intestate leaving behind her said two sons namely said Shri Satyajit Maity and Shri Soumen Maity as her only legal heirs and successors and after demise of said Shyamapada Maity and after demise of said Gita Maity, their aforesaid two sons namely said **Shri Satyajit Maity and Shri Soumen Maity, the Land Owners herein** obtained the aforesaid landed property measuring 15 Decimals lying and situated at MOUZA - CHHARUHAT, comprised in R.S. Khatian No. 190, corresponding to L.R. Khatian No. 331, in R.S. & L.R. Dag No. 612, by way of inheritance under Hindu Succession Act left by said deceased Shyamapada Maity and deceased Gita Maity.

AND WHEREAS said **Shri Satyajit Maity and Shri Soumen Maity, the Land Owners herein** while seized, possessed and enjoyed their aforesaid landed property measuring 15 Decimals, for their better use and enjoyment, they partitioned their aforesaid landed property with the other adjacent landed property in same Dag No. 612 with other co-owner Shri Minty Maity by virtue of a Registered Partition Deed being No. 1820 dated 01/10/2018 which was duly registered at A.D.S.R.O. Amdanga and

recorded the same in Book No. I, Volume No. 1516-2018, Pages from 39244 to 39283 for the year 2018.

AND WHEREAS said **Shri Satyajit Maity and Shri Soumen Maity, the Land Owners herein** by virtue of aforesaid Registered Partition Deed being No. 1820 for the year 2018, obtained the landed property measuring 14 Decimals lying and situated at MOUZA - CHHARUHAT, comprised in R.S. Khatian No. 190, corresponding to L.R. Khatian No. 331, in R.S. & L.R. Dag No. 612, become the absolute joint owners of the said landed property measuring 14 Decimals and they mutated and recorded their names before the local B.L. & L.R.O. in L.R. Records of Right in L.R. Khatian Nos. 1398 & 1399 and paying respective rents and taxes to the concerned authorities on regular basis.

AND WHEREAS thus said to **Shri Satyajit Maity and Shri Soumen Maity, the Land Owners herein** become the absolute owners of **ALL THAT** a piece and parcel of Bastu Land measuring about **14 Decimals** more or less lying and situated at **MOUZA - CHHARUHAT**, J.L. No. 75, Pargana - Anowarpur, comprised in R.S. Khatian No. 190, corresponding to **L.R. Khatian Nos. 1398 & 1399**, in **R.S. & L.R. Dag No. 612**, within the local limits of Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Dist - North 24 Parganas, which is more fully described in the **FIRST SCHEDULE** hereunder written by virtue of aforesaid Registered Deed of Partition being No. 1820 for the year 2018 and they seize, possess and enjoying the same as rightful owners without any interruption and they have every right, title, interest and in physical possession over the said landed property which is free from all encumbrances and good marketable title and they have every right to transfer, sale, gift, liens, mortgage, develop in any manner whatsoever in favour of any third party or parties.

AND WHEREAS said **Shri Satyajit Maity and Shri Soumen Maity, the Land Owners herein** for better use and enjoyment of her said plot of land more fully described in the **FIRST SCHEDULE** hereunder written have

decided to construct a multi-storied (G+4) building over the said plot of land measuring 14 Decimals more or less and the Landowners herein having no experience, resources and manpower to implement the said development as they desire and accordingly they have decided to engage a Developer who have enough experience regarding the said Development works.

AND WHEREAS the said **Shri Satyajit Maity and Shri Soumen Maity, the Land Owners herein** with a view to construct of a Multi-Storied (G+4) Building over the said Plot of land measuring 14 Decimals more or less entered into a Registered Development Agreement being No. 150103977 dated 15/03/2021 which was duly registered at D.S.R.-I, North 24 Parganas at Barasat and recorded the same in Book No. I, Volume No. 1501-2021, Pages from 141126 to 141152 for the year 2021 with **M/S. SINGH CONSTRUCTION**, having its Office at Vill & P.O. Beraberia, P.S. Amdanga, Dist - North 24 Parganas, PIN - 700 121, represented by its Sole Proprietor, **SHRI ASHOK SINGH**, Son of Late Prabhunath Singh, by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at Vill & P.O. Beraberia, P.S. Amdanga, PIN - 700 121, Dist - North 24 Parganas, the **DEVELOPER** of the **SECOND PART** herein under certain terms and conditions mentioned therein.

AND WHEREAS in pursuance to the said Development Agreement being No. 150103977 dated 15/03/2021, the Land Owners herein have also executed a Registered Development Power of Attorney being No. 15103981 dated 15/03/2021 which was registered at D.S.R.-I, North 24 Parganas, at Barasat and recorded the same in Book No. I, Volume No. 1510-2021, Pages from 141126 to 141152 for the year 2021 in favour of said **SHRI ASHOK SINGH**, Son of Late Prabhunath Singh, by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at Vill & P.O. Beraberia, P.S. Amdanga, Dist - North 24 Parganas, PIN - 700 121, sole Proprietor of **M/S. SINGH CONSTRUCTION**, having its Office at Vill & P.O. Beraberia, P.S. Amdanga, Dist - North 24 Parganas, PIN - 700 121, as their Constituted Attorney.

AND WHEREAS said **M/S. SINGH CONSTRUCTION**, having its Office at Vill & P.O. Beraberia, P.S. Amdanga, Dist – North 24 Parganas, PIN – 700 121, represented by its Sole Proprietor, **SHRI ASHOK SINGH**, Son of Late Prabhunath Singh, the Developer herein by the strength of said Registered Development Agreement being No. 150103977 dated 15/03/2021 and Registered Development Power of Attorney being No. 15103981 dated 15/03/2021 to construct the entire building comprising of the Flats allotted to the Land Owners as well as the Flats / Garages / Shops / Offices / Godowns allotted to the developer and the common areas and facilities to be provided in the said building and to enter into any agreement for sale of all Flats / Garages / Shops / Offices / Godowns of the said building with the intending purchaser/s from their Developers' allocation as mentioned in the said Registered Development Agreement being No. 150103977 dated 15/03/2021 and to receive money from them towards consideration of the said Flats / Garages / Shops / Offices / Godowns including the consideration for the proportionate share or interest of the land and to execute and register the Sale Deeds / Documents / instruments on behalf of the Land Owner in respect their Developers' Allocation in the said proposed Multi-Storied Building and the common areas and facilities to be provided in the said building.

AND WHEREAS said **M/S. SINGH CONSTRUCTION**, having its Office at Vill & P.O. Beraberia, P.S. Amdanga, Dist – North 24 Parganas, PIN – 700 121, represented by its Sole Proprietor, **SHRI ASHOK SINGH**, Son of Late Prabhunath Singh, the Developer herein, with a view to construct a G+4 Storied Building over the said plot of land have prepared a building plan for construction of a proposed multi-storied (G+4) building known as **SINGH APARTMENT** over the said plot of land and obtained the sanctioned building plan from the local Zilla Parishad, North 24 Parganas at Barasat vide No. NZP/_____ dated /06/2022 and started the construction work of the said proposed multi-storied building.

AND WHEREAS the Developer has decided to sale the Flats for residential purpose and Covered Garage for Car Parking purpose on Ownership basis from its Developer's Allocation and accordingly the Developer have decided to sell one **FLAT** being No. _____ on the _____ **FLOOR** at _____ **SIDE**, measuring _____ **Sq.ft. Carpet Area** i.e. _____ **Sq.ft.** super built up area more or less (Covered Area + Proportionate area of stair, lift, corridor + 25% Service Area) consisting of _____ (_____) Bedrooms, 01 (One) Dining, 01 (One) Drawing, 01 (One) Kitchen, 02 (Two) Toilets and 01 (One) Balcony of the said multi-storied (G+3) building known as **SINGH APARTMENT** for residential purpose lying and situated at **MOUZA - CHHARUHAT**, J.L. No. 75, Pargana - Anowarpur, within the local limits of Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Kolkata - 700 121, Dist - North 24 Parganas, hereinafter referred to as "**the said FLAT**", which is more fully and particularly described in the **SECOND SCHEDULE** herein below **TOGETHER WITH** undivided proportionate impartible share of land which is more fully and particularly described in the **FIRST SCHEDULE** herein below **TOGETHER WITH** right to use the common areas, common service and facilities, amenities and common expenses and common user of the said building with proportionate share of stair, staircase, lobby, lift, lift room, septic tank, pump, pump-room, water reservoir, top roof of the said Multi-Storied building and common easement rights, which is more fully and particularly described in **THIRD SCHEDULE, FOURTH SCHEDULE and FIFTH SCHEDULE** herein below as and when it is completed at a consideration price of **Rs. _____/- (Rupees _____)** only per **Sq.ft.** i.e. at a total consideration price of **Rs. _____/- (Rupees _____)** only for the said Flat.

AND WHEREAS the Purchaser/s, herein being in need of his / her / their residential purpose in the said locality and being satisfied herself / himself / themselves with the right, title and interest of the Vendors herein and the sanctioned building plan and specification of the said Flat have agreed

to purchase the aforesaid **FLAT** being No. _____ on the _____
FLOOR at _____ **SIDE**, measuring _____ **Sq.ft. Carpet**
Area i.e. _____ **Sq.ft.** super built up area more or less (Covered
Area + Proportionate area of stair, lift, corridor + 25% Service Area)
consisting of _____ (_____) Bedrooms, 01 (One) Dining, 01 (One)
Drawing, 01 (One) Kitchen, 02 (Two) Toilets and 01 (One) Balcony of the
said multi-storied (G+3) building known as **SINGH APARTMENT** for
residential purpose lying and situated at **MOUZA - CHHARUHAT**, J.L. No.
75, Pargana - Anowarpur, within the local limits of Beraberia Gram
Panchayat under P.S. & A.D.S.R.O. Amdanga, Kolkata - 700 121, Dist -
North 24 Parganas, hereinafter referred to as "**the said FLAT**", which is
more fully and particularly described in the **SECOND SCHEDULE** herein
below **TOGETHER WITH** undivided proportionate share of land
measuring **14 Decimals** more or less together with a Multi-Storied (G+4)
Building known as **SINGH APARTMENT** standing thereon lying and
situated at **MOUZA - CHHARUHAT**, J.L. No. 75, Pargana - Anowarpur,
comprised in R.S. Khatian No. 190, corresponding to **L.R. Khatian Nos.**
1398 & 1399, in **R.S. & L.R. Dag No. 612**, within the local limits of
Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Dist -
North 24 Parganas, which is more fully and particularly described in the
FIRST SCHEDULE herein below **TOGETHER WITH** right to use the
common areas, common service and facilities, amenities and common
expenses and common user of the said building with proportionate share
of stair, staircase, lift, lift room, lobby, septic tank, pump, pump room,
water reservoir, top roof of the building with other owners or occupiers of
the other flats **AND** all estate, right, title, interest, property claim and
demand whatsoever and however of the said Flat free from all
encumbrances, charges, liens lispences whatsoever, except, the right
of demolition or committing waste to have and to hold the properties
hereby conveyed to the Purchaser/s absolutely and forever, which is more
fully and particularly described in the **THIRD SCHEDULE, FOURTH**
SCHEDULE, and **FIFTH SCHEDULE** mentioned herein in habitable

condition in the said Apartment as per rules and regulations of W.B. Apartment Ownership Act, 1972 at the said total consideration price of Rs. _____/- (Rupees _____) only for the said Flat and accordingly an agreement for sale has been executed by and between the parties herein.

AND WHEREAS the Developer Party herein has completed the said multi-storied (G+4) building known as **SINGH APARTMENT** in all respect according to the said Building Sanctioned Plan for onward sale of the same and had been looking for intending buyers in respect of the allocated area of the Developers.

AND WHEREAS after completion of the said Multi-Storied Building, the present Land Owners / Vendors as well as the Developer have got good, clear and marketable title over the land and building and the said land and building is free from all encumbrances, liens, charges and attachments whatsoever.

AND WHEREAS the Vendors and Developer herein hereby confirmed the sale of the said Flat with undivided proportionate share of the said land together with right to use the common facilities of the said building in favour of the Purchaser/s herein at the same consideration price of Rs. _____/- (Rupees _____) only.

NOW THIS DEED WITNESSETH that in pursuance of the said Agreement for Sale and in consideration of the said sum of Rs. _____/- (Rupees _____) only, of lawful money of the Union of India well and truly paid by the Purchaser/s to the Vendors / Developer at or before the execution of these presents (the receipt whereof the Vendors and Developer do hereby as also by the receipt hereunder written admit and acknowledge the same) the Vendors and Developer do hereby absolutely and indefeasible grant,

sell, convey, transfer, assign and assure and confirm unto the Purchaser/s **ALL THAT** the said **FLAT** being No. _____ on the _____ **FLOOR** at _____ **SIDE**, measuring _____ **Sq.ft. Carpet Area i.e.** _____ **Sq.ft.** super built up area more or less (Covered Area + Proportionate area of stair, lift, corridor + 25% Service Area) consisting of _____ (_____) Bedrooms, 01 (One) Dining, 01 (One) Drawing, 01 (One) Kitchen, 02 (Two) Toilets and 01 (One) Balcony of the said multi-storied (G+3) building known as **SINGH APARTMENT** for residential purpose lying and situated at **MOUZA - CHHARUHAT**, J.L. No. 75, Pargana - Anowarpur, within the local limits of Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Kolkata - 700 121, Dist - North 24 Parganas, hereinafter referred to as "**the said FLAT**", which is more fully and particularly described in the **SECOND SCHEDULE** herein below **TOGETHER WITH** the undivided proportionate and impartible share or interest of the said land morefully described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH** the exclusively right to own use and enjoyment of the covered open space of a Flat in or portion of the building described in the **SECOND SCHEDULE** hereto **AND TOGETHER WITH** the right to use and enjoy the common portions in common with the co-owners of the building **AND ALL** the estate right, title, interest property claim and demand whatsoever of the Vendors and Developer into out of or upon the said Flat and the undivided share in the said land all other benefits and rights herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively **TOGETHER WITH** their every right liberties and appurtenances whatsoever to and unto the Purchaser/s free from all encumbrances, trusts, charges, liens and attachments whatsoever (save only those as are expressly mentioned herein) **AND TOGETHER WITH** all easement or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Flat together with undivided share in the said land including those which are more particularly

mentioned in the **FIFTH SCHEDULE** hereto in common with the other co-owners of the building **TO HAVE AND TO HOLD** the said Flat together with undivided share in the said land and all other benefits privileges and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof absolutely and forever **AND ALSO SUBJECT TO** the Purchasers' paying and discharging all taxes and impositions on the said Flat wholly and the common expenses proportionately and all other outgoings in connection with the said Flat wholly and the said building and the said land in particularly the common portions proportionately.

THE VENDORS / DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS :--

- (i) The interest which the Vendors and Developer do hereby profess to transfer subsists and that the Vendors /Developer have full power and absolute authority to grant, convey, transfer, assign and assure the said Flat unto the Purchaser/s with undivided proportionate share of the said land and the properties appurtenant thereto in the manner aforesaid.
- (ii) That notwithstanding any act deed matter or thing by the Vendors and/or Developer or by any of their ancestors or predecessors-in-title done executed or knowingly suffered or permitted or suffered the contrary, Vendors are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat and/or the premises together with the said sanctioned plan hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or conditions, use, trust or other thing whatsoever alter defect encumber or make void the same **AND THAT NOTWITHSTANDING** any such act, deed, matter or thing whatsoever as aforesaid the Vendors have now good right full power and lawful and absolute Authority to sell, grant, convey, transfer, assign and assure the said

Flat hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be unto and to the use of the Purchaser/s absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.

- (iii) That notwithstanding any act, deed or thing whatsoever hereto before done committed or knowingly suffered by the Vendors to the contrary the Vendors have good right full power absolute authority and indefeasible title and/or otherwise well and sufficiently entitled to sell, grant, transfer, convey, assign and assure the said Flat unto the Purchaser/s in the manner aforesaid.
- (iv) It shall be lawful for the Purchaser/s from time to time and at all times hereinafter to enter into and upon hold and enjoy the said Flat as owner thereof and the properties appurtenant thereto and to receive rents, issues and profits thereto without any interruption, disturbance, claim or demand whatsoever from or by the Vendors and Developer or any person/persons claiming through under or in trust from the Vendors and Developers and the said Flat free from all encumbrances, trusts, liens and attachments.
- (v) The Vendors and Developer shall from time to time and at all times hereinafter upon every reasonably request and at the cost of the Purchaser/s make do acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further betterment or more perfectly assuring the said Flat and the properties appurtenant thereto unto the Purchaser/s in the manner aforesaid.
- (vi) The Purchaser/s shall have unfettered right to mutate his / her / their names in the office records of the local Gram Panchayat and or any other offices concerned and also get his ./ her / their said Scheduled Flat separately assessed as a separate unit in the records of the local Gram Panchayat or in the records of any other statutory, non-statutory or local body or bodies and the Vendors and Developer

herein shall extend all help in this regard by signing any applications, papers deeds and document if required for the same and supply such papers and documents to the Purchaser/s as per his / her / their requirement.

(vii) The Purchaser/s shall have also unfettered right to sell, gift, mortgage, lease, transfer, assign and or alienate the said Schedule Flat along with undivided proportionate share of the land and right of common spaces / parts / portions / amenities / conveniences hereby acquired as described in the **FIRST, SECOND, THIRD AND FOURTH SCHEDULE** hereunder in such manner whatsoever at his / her / their absolute discretion to any person or persons without reference to the Vendors and Developer or any other occupier or occupiers subject to the obligations and or covenants as considered in this instrument.

(viii) The common portion / parts / amenities / conveniences, general or restricted shall remain undivided and that no owner shall bring any action for partition or division thereon forever.

(ix) The Vendors hereby declare that the above mentioned building / flat / Car Parking Space / Shop / Garage has been constructed following all provisions / rules of West Bengal Apartment Ownership Act, 1972 subject to all subsequent amendments there to and rules made there under and sold, conveyed assured and assigned accordingly and be submitted the flats U/S. 10 of the said Act / Rules

IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HEREUNDER AS FOLLOWS :-

i) That the Purchaser/s shall not be entitled to put any obstruction or cause any nuisance or annoyance in common areas and/or in front of main gate wherein the Purchaser/s have right to use the same as common facilities jointly with other owners and/or occupiers.

- ii) That the Purchaser/s shall pay all such proportionate taxes, charges, levies, other maintenance costs and all other common expenses of common areas jointly with other owners more fully and particularly described in the **THIRD SCHEDULE, FOURTH SCHEDULE and FIFTH SCHEDULE** hereunder written.
- iii) That the right of the Purchaser/s shall remain restricted to the said flat undivided proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and common spaces / parts / portions / amenities / conveniences as described in the first, third, fourth and fifth schedule hereunder.
- iv) The said flat shall always be used by the Purchaser/s only for the purpose of residence.
- v) That the Purchaser/s is / are hereby agreed and undertake to join as the member of the Association/Society of Flat Owners if and when formed by the Flat Owners of the building and also from time to time sign and execute the applications, form and other papers for and in respect of the formation of Association and to maintained the roles and bye-laws of the said Association.
- vi) That so long the Association/ Society do not take up the management for the common-user maintenance, common user electrification charges and all other maintenance of building, the owners are jointly to manage the same proportionately.
- vii) That by virtue of the Deed of Conveyance the Purchaser/s shall mutate his / her / their names in respect of the said Flat mentioned in the **SECOND SCHEDULE** herein below as owner and to pay the taxes and others cost in the office of the local local Gram Panchayat or any other Authority.
- viii) That the Purchaser/s shall not demolish the said Flat or any part thereof but he / she / they can renovate the said Flat in inner side without any disturbance to other flat owners.

- ix) The Purchaser/s herein shall not keep/store any inflammable or combustible articles or chemicals or any offensive articles in the said Flat save and except cooking gas/fuel (only for cooking purposes) and not to install or affix any name plate, board or letter box at any place other than the place specified by the Developer or Owner's Association of the said building.
- x) That the Purchaser/s shall use the said Flat for her residential purposes and in case the Purchaser/s shall at any time hereinafter transfer, sell and or alienate the said Flat in any way whatsoever, the transferees from such transfer be bound to have the same right, title and interest as the Purchaser/s have herein.
- xi) That the common areas and facilities shall remain undivided, the Purchaser/s or other Flat Owners have no right to make any obstructions or partition thereon. Outside colour and elevation of the building will always be same.
- xii) That the Purchaser/s shall pay all such proportionate maintenance cost of common facilities including the taxes, charges and all other required amount to the local local Gram Panchayat or any local or other Authority in respect of their Flat and the Vendors are not responsible for the same.
- xiii) That the Purchaser/s to keep the internal portion of the said flat and every part thereof in good condition so as the support and protect other supporting parts of the building.
- xiv) That the Purchaser/s not to make any addition or alterations in structural work of the said flat and car parking space except with the prior approval and sanction of the local Gram Panchayat or appropriate authority.
- xv) That the Purchaser/s not to use stove or chulas in the common portions and/or allow smoke to spread and go in common areas.

- xvi) That the Purchaser/s not to do any act, good or thing whereby the Vendors are prevented from selling, assigning or disposing off any other portion or portions of which the Vendors are the only absolute owners, in the said building.
- xvii) To use in common with other occupiers and owners of other flats of the building, the common areas and facilities as described in the Third Schedule hereinafter written.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE TOTAL LAND WITH BUILDING)

ALL THAT a piece and parcel of Bastu Land measuring about **14 Decimals** more or less together with a G+4 Storied Building known as **SINGH APARTMENT** lying and situated at **MOUZA - CHHARUHAT, J.L. No. 75, Pargana - Anowarpur**, comprised in R.S. Khatian No. 190, corresponding to **L.R. Khatian Nos. 1398 & 1399**, in **R.S. & L.R. Dag No. 612**, under the Collector of North 24 Parganas for and on behalf of Government of West Bengal, within the local limits of Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Dist - North 24 Parganas, which is butted and bounded by as follows :-

ON THE NORTH :- 12' FT. Wide Common Passage;

ON THE SOUTH :- Land of Dag No. 613;

ON THE EAST :- 40' ft, Wide Nilganj Santoshpur Road;

ON THE WEST :- Land of Dag No. 605/733.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE FLAT HEREBY SOLD OUT)

ALL THAT one self-contained residential Floor Tiles Finished **FLAT** being No. _____ on the _____ **FLOOR** at _____ **SIDE**, measuring _____ **Sq.ft. Carpet Area i.e.** _____ **Sq.ft.** super built up area more or less (Covered Area + Proportionate area of stair, lift, corridor + 25% Service Area) consisting of _____ (_____) Bedrooms, 01 (One) Dining, 01 (One) Drawing, 01 (One) Kitchen, 02 (Two) Toilets and 01 (One) Balcony of the said multi-storied (G+3) building known as **SINGH**

APARTMENT for residential purpose lying and situated at **MOUZA - CHHARUHAT**, J.L. No. 75, Pargana - Anowarpur, within the local limits of Beraberia Gram Panchayat under P.S. & A.D.S.R.O. Amdanga, Kolkata - 700 121, Dist - North 24 Parganas, hereinafter referred to as "**the said FLAT**", **TOGETHER WITH** undivided and impartible proportionate share of land on which the structure of the building is erected, morefully described in the **FIRST SCHEDULE** hereinabove along with right to use and enjoy the common areas and facilities, utilities and amenities and common expenses as is more particularly described in the **THIRD & FOURTH SCHEDULE** and **FIFTH SCHEDULE** referred hereunder available under the provisions of the **WEST BENGAL APARTMENT OWNERSHIP ACT, 1972**. The relevant Map or Plan of the said flat is annexed hereto and thereon coloured **RED** which is the part of this Deed. which is butted and bounded as follows :-

ON THE NORTH :-

ON THE SOUTH :-

ON THE EAST :-

ON THE WEST :-

THIRD SCHEDULE ABOVE REFERRED TO
(Common portions areas and facilities includes)

1. The entire land or space lying vacant within the said premises as described in the First Schedule hereinbefore written and Roof of the floor (top floor) of the building.
2. The space within the building constructed on land of the said premises as mentioned in the First Schedule entrance thereto staircase, lift, lift room, landings, pump installations spaces, if any.
3. The foundation, columns, girders, beams, supports, main walls, the main gate of the premises and the passage leading to the building and the staircase.

4. The installation of common service such as the drainage system, water supply arrangements in the premises and the electric connection and other civil amenities, if any to the premises.
5. Overhead water tank constructed on the portion of the building, pump, motor, pipes, rain water pipes, sewerage and all apparatus and installation in the premises for common use.
6. Septic tanks, soak pits and sewerage lines thereto connected.
7. 24 Hours supply of water from Overhead tank to the respective Flats.
8. Tap water on the Ground Floor to be used in common with others.
9. Electric Meter installations for lighting in the common space, passages, stair case, motor operation for water pumps. The Purchaser/s shall have the right to install separate electric meter for his own flat.
10. The Purchaser/s shall have the right to install television antenna etc. on the Roof of the Top Floor of the said building and to fix wire therefrom to respective Flat and to have access for repairs and maintenance of the Television Antenna and also for repairing works of the Overhead Water Tank and Pipeline and fitting etc.
11. Lighting in the common spaces, passages, staircase including fittings and fixtures.
12. All other facilities and amenities in the premises which are intended for common use including roof of the building and parapet walls.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. The expenses of maintaining repairing reconstructing and renewing the main structure, the system rain water discharge arrangement for supply of electricity and all common areas in the said building and land.

2. The cost of cleaning and lighting the entrance of the land building the passage and spaces around the building lobby, corridors, staircase, lift, lift room.
3. Cost of repairing and decorating the exterior common areas of the building.
4. All taxes, levies impositions, deposits outgoings of the said land building and premises as a whole.
5. All litigation costs relating the common parts and interest and common areas in the land and the building.
6. All salaries, wages, fees and remuneration of necessary employees staff, required for the common purposes.
7. Cost of maintaining, repairing, replacing and installing equipment including pump, motor pipes etc. for common services.
8. Premium of insurance of the building.
9. Such expenses as would be necessary for on incidental to the said maintenance and up-keep of the premises areas facilities and amenities.
10. All other outgoings whatsoever which may be decided by the flat owners jointly or by its Association.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS)

The Purchaser/s and other co-owners shall be entitled to all rights privileges vertical and lateral supports, easements, quasi-easements appendages and/or appurtenances whatsoever belonging to and/or in anywise appertaining to their respective flat or the roof of the building or therewith usually held hole, use occupied or enjoyed or reputed to be known as part after more fully specified.

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

2. The right of way in common as aforesaid and at all times and for all purposes connected with the reasonable use and enjoyment of the said flat and other flats in the said building.
3. The right of way in common as aforesaid and at all times and for all purposes connected with the reasonable use and enjoyment of the respective flat of the co-owners of the said building and the said land.
4. The right of paths and passages in all the common for the gas and electricity water and soil from and to the respective flat of the developer and the roof of the building through pipes, drains, wires and conduits lying or being in under through or over the said building and the said land so far as they may be reasonably necessary for the beneficial occupation of the areas of the co-owners for all purposes whatsoever.
5. The right of passage of utilities including connection for telephones, television pipe, cables conduits etc. through each and every part of the building including the said flat.
6. Right to support, shelter and protect of each portion of the building by other and/or others thereof as far as they protect the same.
7. The absolute unfettered and unencumbered right over the common portions subject to the terms and conditions herein contained.
8. Such right supports easements and appurtenances as usually held used occupied or enjoyed as part or parcel of the said unit.
9. Right to install television antenna on the stair cover of the right of the building without in any manner disturbing any co-owner entitled excluding to the same.
10. The right with or without workmen and necessary materials of the Purchaser/s to enter from time to time upon the other parts of the building including the other units for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits and for the purpose of repairing or cleaning as aforesaid cannot be reasonably carried out without such entries with prior notice.
11. The right to use staircase, lift, lift room in common with the co-owners

IN WITNESS WHEREOF the Parties hereto put and subscribe their respective hands and seals the date month and year written hereinabove.
SIGNED SEALED AND DELIVERED-
in presence of :-

1)

Signature of **CONSTITUTED ATTORNEY**
ON BEHALF OF LAND OWNERS:

(1) SMT. SATYAJIT NAITY

(2) SHRI SOUMEN MAITY

SIGNATURE OF THE VENDORS

2)

Prepared and drafted by :-

Advocate

Judges' Court, Barasat,
Dist - North 24 Parganas,
Kolkata - 700 124

Computer type by :

(Rana Dey, Barasat)
Mob: 6291433676

SIGNATURE OF DEVELOPER

SIGNATURE OF THE PURCHASER/S