

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of
Two Thousand Twenty Three (2023).

BETWEEN

1. **MR BASUDEV DEY, (Pan No. ADVPD0734E), Mob-98302-35022**, son of Late Randa Prasad Dey by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Vill – Ramkrishna Pally, P.O – Batanagar, P.S – Mahashtala, Kolkata – 700 140, South 24 Parganas

2. **MR BRAHMA PADA SARKHEL (Pan No. AKLPS4309R), Mob-98746-49928**, son of Late Biswanath Sarkhel, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Flat No. 4B, T-3, HIG, “Greenfield Ambition” P.O – Hatiara, P.S – Narayanpur, Action area – 2D, Hatiara, North 24 Parganas, W.B, Kolkata – 157.

3. **MR TAPAS CHANDA (Pan No. ACSPC7585L), Mob- 98302-35011**, son of Late Soubhagya Chanda, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 6/2D, Rani Rasmani Garden Lane, P.O & P.S – Tangra, Kolkata – 700 015, South 24 Parganas

All are represented by their Constituted Attorney **Mr. Birendra Bhagat (Pan No. AGVPB4287H), Mob-98312-52702**, son of Munilal Bhagat, by faith Hindu, by occupation – Business, by Nationality – Indian, residing at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, Proprietor of **BHAGAT CONSTRUCTION** a proprietorship firm having its office at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120 hereinafter called and referred to as the “**OWNERS/VENDORS**” (which term and expression shall unless excluded by or repugnant to the subject and context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

..... **(PAN –**) **& (AADHAAR –**), son/ daughter/ wife of, by occupation –, by faith-, by nationality –, residing at P.O. –, P.S. –, West Bengal –, District –, hereinafter referred to as the **‘PURCHASER/S’**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ her/ their heirs executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

BHAGAT CONSTRUCTION a proprietorship firm having its office at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, represented by its Proprietor **Mr. Birendra Bhagat (Pan No. AGVPB4287H), Mob-98312-52702**, son of Munilal Bhagat, by faith Hindu, by occupation – Business, by Nationality – Indian, residing at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, hereinafter called and referred to as the **“DEVELOPER/ PROMOTER”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, administrators and assigns) of the **THIRD PART.**

WHEREAS said Basudev Dey became the owner of ALL THAT the piece and parcel of “Bagan” land containing by admeasuring an area of **1 (one) Cottahs 8 (eight) Chittack 4 (four) Sq.ft** comprised in R.S/L.R Dag No. 19, and “Bastu” land containing by admeasuring an area of **3(three) Chittack 15 (fifteen) Sq.ft** comprised in R.S/L.R Dag No. 19/732 and “Danga” land containing by admeasuring an area of **2 (two) Cottahs 15(fifteen) Chittack 15 (fifteen) Sq.ft** comprised in R.S/L.R Dag No. 20, i.e. in total Land **measuring 4 (four) Cottahs 10 (ten) Chittak 34(thirty four) Sq.ft** more or less, along with 100 Sq.ft tali Shade structure thereon **as demarcated Plot No. C-1**, L.R Khatian No. 1441, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, J.L.No. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist – 24Parganas(N) Kolkata – 700 135, by way of Deed of Conveyance (in Bengali) duly registered on 19/05/2014 at the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 9, Pages from 4435 to 4455, being No. 05612 for the year 2014.

AND WHEREAS said Basudev Dey executed a registered Development agreement on 13th August 2018 with present Developer **BHAGAT CONSTRUCTION** for developing the aforesaid plot of land, under some terms and conditions more fully described in the said Development Agreement which duly registered on 13/08/2018 at A.D.S.R Rajarhat, Newtown, recorded in Book No. I, Volume No. 1523-2018, pages from 308974 to 309005, being No. 09306 for the year 2018.

AND WHEREAS said Basudev Dey executed a registered Development Power of Attorney in favour of **Mr. Birendra Bhagat** the Developer herein which duly registered on 13/08/2018 at A.D.S.R Rajarhat, Newtown, recorded in Book No. I, Volume No. 1523-2018, pages from 329064 to 329082, being No. 09938 for the year 2018.

AND WHEREAS said Brahma Pada Sarkhel became the owner of ALL THAT the piece and parcel of "Bagan" land containing by admeasuring an area of **4 (four) Cottahs 4 (four) Chittack 42 (fourty two) Sq.ft** comprised in R.S/L.R Dag No. 19, and "Bastu" land containing by admeasuring an area of **5(five) Chittack 36 (thirty six) Sq.ft** comprised in R.S/L.R Dag No. 19/732, i.e. in total Land measuring **4 (four) Cottahs 10 (ten) Chittak 33(thirty three) Sq.ft** more or less, along with 100 Sq.ft Tali Shade Structure **as demarcated Plot No. A-1**, L.R Khatian No. 1440, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist - 24Parganas(N) Kolkata - 700 135, by way of Deed of Conveyance (in Bengali) duly registered on 19/05/2014 at the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 9, Pages from 4394 to 4413, being No. 05610 for the year 2014,

AND WHEREAS said Brahma Pada Sarkhel executed a registered Development agreement on 13th August 2018 with present Developer **BHAGAT CONSTRUCTION** for developing the aforesaid plot of land, under some terms and conditions more fully described in the said Development Agreement which duly registered on 13/08/2018 at A.D.S.R Rajarhat, Newtown, recorded in Book No. I, Volume No. 1523-2018, pages from 308892 to 308922, being No. 09309 for the year 2018

AND WHEREAS said Brahma Pada Sarkhel executed a registered Development Power of Attorney in favour of **Mr. Birendra Bhagat** the Developer herein which duly registered on 13/08/2018 at A.D.S.R Rajarhat, Newtown, recorded in Book No. I, Volume No. 1523-2018, pages from 329045 to 329063, being No. 09935 for the year 2018.

AND WHEREAS said Tapas Chanda became the owner of ALL THAT the piece and parcel of "Bagan" land containing by admeasuring an area of **3 (three) Cottahs 11 (eleven) Chittack 4 (four) Sq.ft** comprised in R.S/L.R Dag No. 19,

and “Bastu” land containing by admeasuring an area of **15(fifteen) Chittack 30 (thirty) Sq.ft** comprised in R.S/L.R Dag No. 19/732 i.e. in total Land **measuring 4 (four) Cottahs 10 (ten) Chittak 34(thirty four) Sq.ft** more or less, along with 100 Sq.ft Tali Shade Structure **as demarcated Plot No. B-1**, L.R Khatian No. 1439, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist - 24Parganas(N) Kolkata - 700 135, by way of Deed of Conveyance (in Bengali) duly registered on 19/05/2014 at the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 9, Pages from 4414 to 4434, being No. 05611 for the year 2014,

AND WHEREAS said Tapas Chanda executed a registered Development agreement on 13th August 2018 with present Developer **BHAGAT CONSTRUCTION** for developing the aforesaid plot of land, under some terms and conditions more fully described in the said Development Agreement which duly registered on 13/08/2018 at A.D.S.R Rajarhat, Newtown, recorded in Book No. I, Volume No. 1523-2018, pages from 308923 to 308953, being No. 09308 for the year 2018

AND WHEREAS said Tapas Chanda executed a registered Development Power of Attorney in favour of **Mr. Birendra Bhagat** the Developer herein which duly registered on 13/08/2018 at A.D.S.R Rajarhat, Newtown, recorded in Book No. I, Volume No. 1523-2018, pages from 329146 to 329164, being No. 09936 for the year 2018.

AND WHEREAS The present owners Basudev Dey, Brahma Pada Sarkhel and Tapas Chanda herein amalgamated their respective plot of land into a single plot of land in total measuring **14 (fourteen) Cottahs 0 (Zero) Chittack 11 (Eleven) Sq.ft more or less** described in the First Schedule hereunder written,

AND WHEREAS the Developer herein with a view to develop the said land by way of construction consists of numbers of flat, in the multi-storied building formulated scheme and necessary plans and specification for the purpose of construction of the said apartment building which has been sanctioned and approved by the Zilla Parishad Approval order No. 238RPS dated 25.02.2021.

AND WHEREAS under the aforesaid Development Agreement the Vendor specifically granted right to the Developer to enter into Agreement for sale of Flat or portion of the building and further more by a separate registered Development Power of Attorney executed immediately after the execution of the said Development Agreement, the vendors authorizes the developers to sell and transfer all the flats and portion of the building and enter into all contracts and agreement in connection thereof to any intending Purchaser or Purchasers in terms of the Development Agreement dated 13.08.2018.

AND WHEREAS by the Development Agreement dated 13.08.2018 the Developer have been empowered to build the proposed building upon the said land in accordance with the sanctioned approved by the Zilla Parishad Approval order No. 238RPS dated 25.02.2021 or enter into any contract or agreement with the intending Purchaser or take advance from the said intending Purchaser against the respective unit and also Promoter/Developer have been empowered to collect the consideration money from the sale of Promoters allocation from the intending Purchaser and issue money receipt in their own name and moreover take advance of consideration money from the intending Purchaser/s.

AND WHEREAS by virtue of the said Development Agreement and vested power the Developer has taken delivery of peaceful and khas possession of the Bastu land admeasuring an area of **14(fourteen) Cottahs 0(Zero) Chittack 11(Eleven) Sq.ft more or less** be the same little more or less, demarcate as **Plot No. A-1, B-1 & C-1**, comprised in R.S/L.R Dag No. 19 & 19/732 and 20, L.R Khatian No. 1439, 1440, & 1441, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, R.S Touzi – 10, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist – 24Parganas(N) Kolkata – 700 135, as specifically mentioned in the First Schedule mentioned hereinafter.

AND WHEREAS on being empowered and authorized by the Vendor the Developer herein started construction of the said proposed building upon the said land as per Plan approved by the Zilla Parishad Approval order No. 238RPS dated 25.02.2021.

AND WHEREAS in terms of the said Development Agreement and **Development** Power of Attorney the developer have right/authority to enter the agreement for sale and execute deed of conveyance of its allocated flats/car parking spaces with the intending purchaser or purchasers and receive advance/earnest money there from.

AND WHEREAS being so authorized as stated above the Developer has expressed to desire to sell a Flat out of the Developer's allocation and coming to know of that and having a requirement of the self same flat and car parking in the like area, the Purchaser offered to purchase the same which the Developer has accepted and entered into an Agreement for sale with the purchaser herein on on terms and conditions therein mentioned.

AND WHEREAS by virtue of an agreement for sale dated made between the Purchaser herein and the Vendors/Owners herein and the Developer herein, the Purchaser herein agreed to purchase one self-contained flat being **ALL THAT Flat No. "....."** measuring about **Sq. ft. being carpet area** including Verandah and **Sq. ft. being carpet area** excluding Verandah (**..... Sq. ft. being Super Built-up area**) on the **side** of the **Floor** of the said G+4 storied building along with **One covered Car Parking space in Block -**, of the Housing Complex christened as "**BHAGAT EXOTICA**" being erected at the Said Property being **Plot No. A-1, B-1 & C-1**, comprised in R.S/L.R Dag No. 19 & 19/732, and 20, L.R Khatian No. 1439, 1440, & 1441, lying and situate at Mouza-Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, R.S Touzi - 10, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist - 24Parganas(N) Kolkata - 700 135, together with undivided and indivisible proportionate share in the land underneath together with common rights, facilities and amenities and common service and expenses mentioned therein for and at a total price of **Rs /- (Rupees****) only**, hereinafter referred to as the "**said Flat and Car Parking Space**", more fully and particularly described in the **First Schedule Part II** hereunder written.

AND WHEREAS in terms of the agreement for sale dated the Owners/ Vendors and the Developer herein have agreed to sell and transfer oneself **ALL THAT Flat No. "....."** measuring about **Sq. ft. being carpet area** including Verandah and **Sq. ft. being carpet area** excluding Verandah (**..... Sq. ft. being Super Built-up area**) on the **side** of the **Floor** of the said G+4 storied building along with **One covered Car Parking space** in **Block -**, of the Housing Complex christened as "**BHAGAT EXOTICA**" being erected at the Said Property being **Plot No. A-1, B-1 & C-1**, comprised in R.S/L.R Dag No. 19 & 19/732, and 20, L.R Khatian No. 1439, 1440, & 1441, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, R.S Touzi - 10, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist - 24Parganas(N) Kolkata - 700 135, at or for a valuable consideration of **Rs. /-** (**Rupees**) **only**, and the same is more fully and particularly described in the **First Schedule Part II** hereunder written together with undivided, indivisible proportionate share in the land described in the First Schedule hereto along with proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other Mechanical spaces, common path of the properties necessary and convenient to its ingress to and egress from, maintenance for common use, motor, pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection etc. which has been mentioned more fully and particularly in the **Third Schedule** hereunder written with lawful aforesaid consideration subject to the purchaser' undertaking to pay proportionally all the common charges, fees, duties, levies, taxes, rents, impositions, outgoings etc. which are required for the purpose of the said premises and also for the purposes of the said building along with other owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **Fourth Schedule** hereunder written.

AND WHEREAS the Purchaser having agreed to purchase the said Flat and the Car parking space stated above and having paid the entire consideration money to the Developer herein, now call upon them to execute and register a proper Deed of Conveyance thereby selling, conveying and transferring the said Flat and the Car parking space unto and in favour of the Purchaser absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement dated and in consideration of the said sum of **Rs.**/- (**Rupees**) **only**, truly paid by the Purchaser to the Owners/Vendors herein through the Developer/Confirming Party herein in the manner stated in the memo of consideration hereunder written, the receipt whereof the Owners/Vendors and the Confirming Party as Developer hereby do and each of them do hereby admit, acknowledge and received from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the Purchaser as well as the said Flat and Car parking space along with the undivided, indivisible and proportionate share and right, title and interest into the said land and premises with the facilities in common with other flat owner/s or occupiers thereto. The Owners/Vendors and the Developer/Confirming Party do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser **ALL THAT Flat No. "....."** measuring about **Sq. ft. being carpet area** including Verandah and **Sq. ft. being carpet area** excluding Verandah (..... **Sq. ft. being Super Built-up area**) on the **side** of the **Floor** of the said G+5 / G+7 storied building along with **One covered Car Parking space** in **Block -**, of the Housing Complex christened as "**BHAGAT EXOTICA**" being erected at the Said Property being **Plot No. A-1, B-1 & C-1**, comprised in R.S/L.R Dag No. 19 & 19/732, and 20, L.R Khatian No. 1439, 1440, & 1441, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, R.S Touzi - 10, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist - 24Parganas(N) Kolkata - 700 135, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the "**said Flat and Car Parking Space**" together with the undivided proportionate indivisible share in the land described in the **First Schedule** hereto together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and to have the right of user in common of all the roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors into or upon the said land proportionately agreeing to pay proportionate expenses for maintenance of

the said common portion and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said Flat on the **Floor** and the said Car parking space of the said building having right to use, occupy, own possess the said Flat and Car parking space as mentioned in **SECOND SCHEDULE** hereunder written exclusively, subject to the Purchaser's paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said Flat and Car parking space and other outgoings so long separate assessment is not made for the **said Flat and Car Parking Space** in the name of the Purchaser.

The Vendors and the Developer do hereby covenant with the Purchaser as follows:-

1. **NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the owners/Vendors have good and absolute right, title and authority to grant, convey, transfer, assign and assure all that the said Flat and Car parking space mentioned in the **SECOND SCHEDULE** hereunder written along with common area with amenities and facilities provided thereat and described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred unto the Purchaser in the manner aforesaid and that the owners/Vendors and the Developer/confirming party have not done or suffered knowingly from anything whereby the said flat and Car parking space may be encumbered, affected or impeached in respect of the estate ,title or otherwise.
2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding pending and have not been offered as security or otherwise to any authority whatsoever or howsoever in respect of the said Flat and Car parking space.
3. That the Purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat and Car parking space without any let or hindrance, interruption, claim, disturbances or demand from or by the owners/Vendors or the Developer/confirming party or any person or

persons claiming through or under or in trust for the owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever. All the taxes, land revenue and other impositions payable in respect of the said flat and Car parking space up to the date of handing over the possession of the same to the Purchaser, shall be paid by the Owners/Vendors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the owners/Vendors to pay the same and if the same is paid by the Purchaser then it will be recoverable from Owners/Vendors prior to the date of delivery of possession of the said Flat and the Car parking space unto and in favour of the Purchaser and the Purchaser shall pay the entire taxes and outgoings in respect of the said flat and Car parking space after the instant Deed of Conveyance is registered, possession given subject to the formation of the Association as mentioned here to when the Purchaser shall pay the Government Rent and Municipal taxes and other outgoings exclusively for the said Flat and the Car parking space and shall pay for all the common portions proportionately to the said Association as would be so directed .

4. The owners/Vendors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Purchaser for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.

5. The Purchaser, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat and Car parking space.

6. The Purchaser shall not cause any obstruction to the others in any manner in the entrance or exit or to user of any common space in the premises, keep any dirt/rubbish/refuse etc. save and expect the place is reserved for the said purpose.

7. If the Vendors/Developer in future purchase/develop adjacent to the said land and amalgamate the same for construction of another phases or blocks and for such construction the common entrance road as well as common facilities is to be used for free access to the new Phase/Block in

that event the Purchaser/s of the apartment shall have no right to claim or demand whatsoever and also shall not raise any objection for the same whatsoever and if the Purchaser/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law and Purchaser/s also execute NOC in affidavit as may be

required by the competent authority of Rajarhat Bishnupur 2no. Gram Panchayat. or any authority whatsoever.

If the Vendors/Developer in future purchase/develop adjacent land to the said land and amalgamate the same for construction of another phases or blocks then the Purchaser/s shall not raise any objection with regard to the amalgamation and easementary rights attached thereto and for obtaining holding number and Sanction Plan for construction of another phases or blocks and if the Purchaser/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law.

The Purchaser/s of all the blocks of all the holdings shall enjoy all the common facilities and amenities in the premises such as Lift, Gymnasium, Children's Park, Games Room, Swimming pool, Community hall and any other amenities which are intended for common use in the said Premises.

The Purchaser/s shall also sign No Objection Certificate for amalgamation and easementary rights and shall also execute indenture of Easement, if required, for obtaining holding number and Sanction Plan for construction of another phases or blocks.

8. The Purchaser shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the Rajarhat Bishnupur 2no. Gram Panchayat.

9. That the Purchaser shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said flat and Car parking space which may cause sound pollution/air pollution, smoke etc to the occupant of the other flats in the building.

10. The Purchaser/s shall solely liable for the formation of the Flat Owners Association as per Act and Developer/Owners herein shall also cooperate with the purchaser/s for formation of the aforesaid Owner association by providing respective documents belongs to Developer and Owners respectively

11. That the Purchaser shall pay the proportionate share of premium of the Insurance for the said building if any.

12. The vendors/developers shall provide completion certificate of the said plan duly sanctioned by the Rajarhat Bishnupur 2no. Gram Panchayat. to the Purchaser/s within 15 days after receiving the same from the competent authority.

13. The Purchaser shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners inclusive of the owners/Vendors (or previous land lord) herein.

14. Purchaser herein shall use and enjoy all common facilities and amenities, more-fully described in the Para 13 of the Third Schedule hereunder written, with the flat owners/occupiers of the adjacent land/plot of the aforesaid housing projects christened as “**BHAGAT EXOTICA**” and all flat owners of the three plots shall also bear the common expenses and maintenance charges proportionately.

15. Indemnification by the Vendor about the correctness of the Vendors’ title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Owners/Vendors about the correctness of the owners/Vendors’ title, which if found defective or untrue at any time, the owners/Vendor, shall forthwith, take all necessary steps to remove and/or rectify the same.

THE FIRST SCHEDULE REFERRED TO ABOVE

(DESCRIPTION OF THE TOTAL LAND AND PREMISES)

ALL THAT the piece and parcel of land containing by admeasuring an area of **14(fourteen) Cottahs 0(Zero) Chittack 11(Eleven) Sq.ft more or less.** be the same little more or less, demarcate as **Plot No. A-1, B-1 & C-1,** comprised in R.S/L.R Dag No. 19 & 19/732 L.R Khatian No. 1439, 1440, & 1441, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, R.S Touzi - 10, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist - 24Parganas(N) Kolkata - 700 135. This is butted and bounded by:

ON THE NORTH : 6’ - 0” wide Common Passage

ON THE SOUTH : House

ON THE EAST : 6’ - 0” wide Common Passage
ON THE WEST ; 24’ - 0” wide Panchyat Road

The name of the said building project above is known, called and named as
“BHAGAT EXOTICA”

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Said Flat and Car Parking Space)

ALL THAT Flat No. “.....” measuring about **Sq. ft. being carpet area** including Verandah and **Sq. ft. being carpet area** excluding Verandah (**..... Sq. ft. being Super Built-up area**) on the side of the **Floor** of the said G+4 storied building consisting of Bed rooms, Dining/Drawing room, Kitchen, Toilets, Verandah along with **One Covered Car Parking space** in **Block** - of the Housing Complex christened as **“BHAGAT EXOTICA”** together with proportionate undivided share of land morefully described in the First Schedule and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **Third Schedule** hereunder written and the Flat is being erected as per aforesaid sanctioned Building Plan Approval order No. 238RPS dated 25.02.2021 sanctioned by the Zilla Parishad.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON RIGHTS AND SERVICES)

1. All left Mechanical land pathway, drive way etc.
2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.
3. The foundation columns, girders, beams, supports, main wall, the main gate and passage lending to the building and stair-case.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.
7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes (save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.
13. Lift, Power backup, Community Hall, CCTV in common areas and intercom facility etc. for the said Complex lying and situated at Rajarhat Bishnupur 2 No. Gram Panchyate of the said Complex more-fully described in the **FIRST SCHEDULE**.

FOURTH SCHEDULE ABOVE REFERRED TO**(Common expenses)**

1. **MAINTENANCE:** All expenses for cleaning, sweeping, maintaining white washing, painting, repairing, renovating and replacing including sanitary and plumbing.
2. **OPERATION:** All expenses for running and operating all machineries equipments and installation in common parts, water pump with motor and lighting the common areas generator if any include the costs of repairing renovating and replacing the same.
3. **INSURANCE:** Insurance premium against fire, riot, stick, malicious damage, earthquake etc. risks covering the said flat and the said building.
4. **MUNICIPAL LAND REVENUE AND OTHER TAXES:** Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.
5. **STAFF:** The Salaries or all other expenses for the staff employee or to be employed for common purpose including their bonus. If any and other emoluments benefits.
6. **FLAT OWNERS ASSOCIATION:** Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.
7. **RESERVE:** Creation of funds for replacement renovation and/or periodic expenses.
8. **OTHER:** All other expenses and/or outgoing expenses as may be incurred by the builder and/or the Association for common purpose.

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

SIGNED, SEALED & DELIVERED

At Kolkata

WITNESSES:

1.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/S

Drafted by

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser full consideration money to the tune of Rs./- (Rupees) only valid Indian Currency note with good health and sound mind and put my signature on this conveyance without any provocation of any person and/or without any pressure raised by any person.

Date	MODE OF PAYMENT	BANK	CHEQUE AMOUNT
TOTAL			

**Rs./- (Rupees) only,
SIGNED, SEALED & DELIVERED
in presence of the following
WITNESSES :**

- 1.**

- 2.**

SIGNATURE OF THE DEVELOPER

