

DEED OF CONVEYANCE

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

BETWEEN

SMT. HEERA DAS, (AADHAAR no. 989276918620) wife of Sri Arabinda Das, by religion- Hindu, by Nationality- Indian, by occupation- House wife, being represented by her constituted Attorney **SRI BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, by religion - Hindu, by Nationality- Indian, by occupation- Business, residing at Windsor Green, 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084, by virtue of a registered General Power of Attorney unto and in favour of the said **SRI BIKASH AGARWAL**, which was duly registered on 13/09/2018 before the office of the A.R.A.- III, Kolkata and recorded in Book No. IV, Volume No. 1903-2018, Pages from 174355 to 174378, Being No. 190306085 for the year 2018, hereinafter called and referred to as the "**OWNER/VENDOR**" (which term and expression shall unless excluded by or repugnant to the subject and context be deemed to mean and include her respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

MR./MRS./MS..... (PAN -) (**AADHAR NO -**), son/ daughter/ wife of, by occupation-, by faith -, by nationality - Indian, residing at, Post Office -, Police Station-, West Bengal -....., hereinafter called and referred to as the "**ALLOTEE**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ her/ their respective heirs executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

SRI BIKASH AGARWAL, son of Late Rajendra Kumar Agarwal, by religion- Hindu, by Nationality- Indian, by occupation- Business, residing at Windsor Green, 26, Mahamayatala Mandir Road, Mahamayatala, Post Office- Garia, Police Station- Sonarpur, Kolkata- 700 084, District- South 24-Parganas, hereinafter called and referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, legal representatives, successors-in-interest and assigns) of the **THIRD PART**.

WHEREAS one Prabhavati Biswas was the sole and absolute owner of **ALL THAT** piece and parcel of land measuring an area of more or less 5.03 Acres comprised in Mouza- Laskarhat, J. L. No.- 11, R.S. Dag no.- 388, R.S. Khatian No.- 56, Post Office- Tiljala, Police Station- formerly Tollygunje presently Tiljala, Kolkata- 700 039, Ward No.- 107, Additional District Sub Register at Sealdah and she got her name mutated in the Revisional Settlement Record vide R.S. Khatian No.- 56 and in order to sell out the entire property said Prabhavati Biswas made out a scheme to develop the said property, having been divided and demarcated into several plots of land having their descriptive numbers with road facilities.

AND WHEREAS said Prabhavati Biswas sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring an area of more or less 2 Cottah 10 Chittack 35 Sq. Ft. comprised in Mouza- Laskarhat, J. L. No. - 11, R.S. Dag no. -388, R.S. Khatian No.- 56, Post Office- Tiljala, Police Station- formerly Tollygunje presently Tiljala, Kolkata- 700 039, Ward No.- 107, Additional District Sub Register at Sealdah by virtue of a Sale Deed Being No. 5781 for the year 1985 dated 10.07.1985 registered at Sub Registrar at Alipore, unto and in favour of Smt. Heera Das.

AND WHEREAS said Prabhavati Biswas sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring an area of more or less 2 Cottah 3 Chittack 34 Sq. Ft. comprised in Mouza- Laskarhat, J. L. No. - 11, R.S. Dag no. -388, R.S. Khatian No.- 56, Post Office- Tiljala, Police Station- formerly Tollygunje presently Tiljala, Kolkata- 700 039, Ward No.- 107, Additional District Sub Register at Sealdah, by virtue of a Sale Deed Being No. 6509 for the year 1985 dated 30.07.1985, registered at Sub Registrar at Alipore, unto and in favour of Smt. Heera Das.

AND WHEREAS Smt. Heera Das became the absolute owner of **ALL THAT** piece and parcel of land measuring an area of more or less 4 Cottah 14 Chittack 24 Sq. Ft. comprised in Mouza- Laskarhat, J. L. No. -11, R.S. Dag no.- 388, R.S. Khatian No.- 56, Post Office- Tiljala, Police Station- formerly Tollygunje presently Tiljala, Kolkata- 700 039, Premises No.- 1558, Ward No.- 107, South 24 parganas, A.D.S.R. Sealdah, hereinafter referred to as the "**Project Land**", morefully described in the **First Schedule** hereunder written and she got her name mutated in respect of the said Land and was possessing the same by paying Rates and Taxes thereat regularly.

AND WHEREAS the said Smt. Heera Das, the Owner herein desire to promote her Said Land and property but due to paucity of fund, the Owner herein entered into a Development Agreement on 07/09/2016 before the office of the A.R.A.- I, Kolkata and recorded in Book No. I, Volume No. 1901-2016, Pages from 227715 to 227757, Being No. 190106860 for the year 2016 to promote her Said Property with **SRI BIKASH AGARWAL**, the Developer herein, and said Owner herein also executed and registered a General Power of Attorney unto and in favour of the said **SRI BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, which was duly registered on 13/09/2018 before the office of the A.R.A.- III, Kolkata and recorded in Book No. IV, Volume No. 1903-2018, Pages from 174355 to 174378, Being No. 190306085 for the year 2018.

AND WHEREAS as per the said Development Agreement and Power of Attorney the said Developer on behalf of the Owner/Vendor duly got sanctioned a **Building Plan No. 2019120052** dated **27/06/2019** for construction of **G+III** storied building for residential purposes at the said premises at the cost of the Developer.

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 therefrom.

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 Vendor/Owner 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+III storied building along with **One covered Car Parking space** of the Housing Complex christened as "**RAJWADA SOLUS**", being erected at the Said Property being Premises No. 1558, Laskarhat, under Kolkata Municipal Corporation Ward no. 107, Police Station- formerly Tollygunje presently Tiljala, Kolkata – 700039, District- South 24 Parganas, 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 **Second Schedule** hereunder written.

AND WHEREAS in terms of the agreement for sale dated the Owners/ Vendor 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+III storied building along with **One covered Car Parking space** of the Housing Complex christened as “**RAJWADA SOLUS**”, being erected at the Said Property being Premises No. 1558, Laskarhat, under Kolkata Municipal Corporation Ward no. 107, Police Station- formerly Tollygunje presently Tiljala, Kolkata – 700039, District- South 24 Parganas, at or for a valuable consideration of **Rs./- (Rupees**) **only**, and the same is more fully and particularly described in the **Second Schedule** hereunder written together with undivided, indivisible proportionate share in the land describe 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 doth 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+III storied building along with **Car Parking space** in **Block** -, of the Housing Complex christened as "**RAJWADA SOLUS**", being erected at the Said Property being Premises No. 1558, Laskarhat, under Kolkata Municipal Corporation Ward no. 107, Police Station- formerly Tollygunje presently Tiljala, Kolkata - 700039, District- South 24 Parganas, West Bengal, 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.
- 4.** 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 .

5. 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.

6. 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.

7. 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.

8. 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 Rajpur-Sonarapur Municipality or any authority whatsoever.

If the Vendor/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.

9. 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 Kolkata Municipal Corporation.

10. 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.

11. 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

12. That the Purchaser shall pay the proportionate share of premium of the Insurance for the said Kolkata Municipal Corporation building if any.

13. The vendors/developers shall provide completion certificate of the said plan duly sanctioned by the to the Purchaser/s within 15 days after receiving the same from the competent authority.

14. 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.

15. 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 "**RAJWADA SOLUS**" and all flat owners of the three plots shall also bear the common expenses and maintenance charges proportionately.

16. 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.

FIRST SCHEDULE
(DESCRIPTION OF PROJECT LAND)

ALL THAT piece and parcel of land measuring an area of more or less **4 Cottah 14 Chittack 24 Sq. Ft.** comprised in Mouza- Laskarhat, J. L. No.- 11, R.S. Dag no.- 388, R.S. Khatian No.- 56, Premises No. 1558, Mouza- Laskarhat, Police Station- formerly Tollygunje presently Tiljala, Kolkata- 700 039, Ward No.- 107 of Kolkata Municipal Corporation, District- South 24-Parganas together with the proposed building shall be constructed by the Developer herein as per building plan No. **2019120052** dated **27/06/2019**, sanctioned by the Kolkata Municipal Corporation, Premises No. 1558, Laskarhat, Mouza – Laskarhat, Police Station – Tiljala. The property is butted and bounded by:-

- ON THE NORTH** : By R.S. Dag No. 388 (part);
ON THE SOUTH : By R.S. Dag No. 388 (part);
ON THE EAST : By 16 ft' wide K.M.C. Road;
ON THE WEST : By R.S. Dag No. 380.

The name of the said building project above is known, called and named as “**RAJWADA SOLUS**”.

SECOND SCHEDULE
(DESCRIPTION OF THE SAID FLAT AND CAR PARKING SPACE)

ALL THAT Flat No. “.....” measuring about **Sq.ft. being Carpet area** including Balcony (..... **Sq.Ft. being Super Built-up area**)

on theside of the**Floor** of the said **Ground Plus Four** storied building consisting of Bed rooms, ,..... Dining, Drawing room,Toilet, W.C., Kitchen and Veranda along with one covered car parking space of the Housing Complex named and styled as “**RAJWADA SOLUS**” also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the Fourth Schedule hereunder written and the Flat & parking is being erected as per the Building **sanction plan no. 2019120052** dated **27/06/2019** sanctioned by the Kolkata Municipal Corporation, on the Said Property situated and lying at Mouza- Laskarhat, J.L. No.- 11, Ward No.107, within Municipal Premises No. 1558, Laskarhat, under Kolkata Municipal Corporation, Police Station- formerly Tollygunje presently Tiljala, Kolkata-700039, District- South 24 Parganas, West Bengal, morefully described in the Schedule - A herein above.

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, Gymnasium, Games Room, Power backup, Kid's play room, Swimming pool, Community Hall, CCTV in common areas and intercom facility etc. for the said Complex lying and situated at Municipal Holding No. 278, Kali Mohon Roy Chowdhury Road, Kolkata-700151, 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 VENDOR

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/S

Drafted by:

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs.**/- (**Rupees**) **only**, excluding of taxes towards the full and final consideration price of the within mentioned flat and car parking space of the building Premise/ Holding No. 1558, Laskarhat,, Kolkata – 700039, together with undivided proportionate share or interest in the land underneath as per memo below:-

Sl. No.	Date	Bank Branch	and	Cheque No.	cash	Amount
TOTAL						

Total Rs...../-(.....)

WITNESSES: -

1.

2.

SIGNATURE OF THE DEVELOPER