

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the ..... day of  
....., 2024

### **BETWEEN**

- (1) **SMT. REKHA SARDAR** (PAN : **AZIPS2742J**), wife of Sri Surath Sardar, by Nationality - India, by faith - Hindu, by occupation - Business, residing at "Rekha Neer" 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station - Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084;
- (2) **SRI SURATH SARDAR** (PAN : **AQQPS5976F**), son of Late Mahim Sardar, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at "Rekha Neer", 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station- Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084;
- (3) **SRI SAMIR SARDAR** (PAN : **DOBPS7793A**), son of Sri Surath Sardar, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at "Rekha Neer", 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station- Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084,
- (4) **SMT. SHANKARI BASU** (PAN : **AVKPB5557G**), wife of Late Manindra Nath Basu, by Nationaliy - Indian, by faith - Hindu, by occupation - Housewife, residing at Madhya Balia, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084;
- (5) **KUMARI BULA BASU** (PAN : **ATZPB7908E**), daughter of Late Manindra Nath Bose, by Nationaliy - Indian, by faith - Hindu, by occupation - Service, residing at Madhya Balia, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084;

For SURAKHA CONSTRUCTION  
*Surath Sardar* *Samir Sardar*  
Partner Partner

(6) **SMT. BANANI DAS BARMAN** (PAN : AVGPD1469F), wife of Prabir Das Barman and daughter of Late Manindra Nath Bose, by Nationaliy - Indian, by faith - Hindu, by occupation - Housewife, residing at Monorama Apartment, 1No. South Road, Police Station - Jadavpur, Kolkata - 700032;

(7) **SMT. BABY DUTTA MAJUMDER** (PAN : ANSPD0244J), wife of Subhasis Dutta Majumder and daughter of Late Manindra Nath Basu, by Nationaliy - Indian, by faith - Hindu, by occupation - Service, residing at 138, Sreerampur Road, Post Office - Garia, Police Station - Patuli, Kolkata - 700084;

(8) **SRI JYOTIRMAY BOSE** (PAN : ALWPB8500F), son of Late Manindra Nath Bose, by Nationaliy - Indian, by faith - Hindu, by occupation - Service, residing at Madhya Balia, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084; and

(9) **SRI BISWANATH BOSE** (PAN : APHPB1913K), son of Late Manindra Nath Bose, by Nationaliy - Indian, by faith - Hindu, by occupation - Service, residing at Madhya Balia, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084; hereinafter called and referred to as the "**VENDORS/ LAND OWNERS**" (which terms or expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their heirs, executors, administrators, successors, legal representative and/ or assigns) of the **FIRST PART**, being represented by their true and lawful constituted Attorney, **SURAKHA CONSTRUCTION** (PAN : ACGFS2283P), a partnership firm having its office at "Surakha Apartment" 492, Madhya Balia, Balia Main Road, Post Office - Garia, Police Station - Soanrpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084, being represented by its partners namely (1) **SRI SURATH SARDAR** (PAN : AQQPS5976F), son Late Mahim Sardar, and (2) **SRI SAMIR SARDAR** (PAN : DOBPS7793A), son of Sri Surath Sardar, both by Nationality - Idnian, by faith - Hindu, both by occupation - Business, both residing presently at "Rekha Neer", 37, Nafar

For SURAKHA CONSTRUCTION  
*Surath Sardar* *Samir Sardar*  
Partner Partner

Chandra Naskar Road, Post Office - Garia, Police Station - Sonarpur presently Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084.

**AND**

**SURAKHA CONSTRUCTION (PAN : ACGFS2283P)**, a partnership firm having its office at "Surakha Apartment" 492, Madhya Balia, Balia Main Road, Post Office - Garia, Police Station - Soanrpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084, being represented by its partners namely (1) **SRI SURATH SARDAR (PAN : AQQPS5976F)**, son Late Mahim Sardar, and (2) **SRI SAMIR SARDAR (PAN : DOBPS7793A)**, son of Sri Surath Sardar, both by Nationality - Idnian, by faith - Hindu, both by occupation - Business, both residing presently at "Rekha Neer", 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station - Sonarpur presently Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084, hereinafter called referred to as the **DEVELOPER/ PROMOTER/ CONFIRMING PARTY** (which terms or expressions shall, unless excluded by or repugnant to the context or subject, be deemed to mean and include its successors-in-office, administrators, legal representatives and/or assigns) of the **SECOND PART.**

**A N D**

(1) ..... (PAN : ..... & Aadhaar No. ....),  
..... of ..... and (2) ..... (PAN : ..... &  
**Aadhaar No. ....**), ..... of ....., both by Nationality - Indian,  
by faith - Hindu, by occupation - ..... and ..... respectively, both  
residing at ....., P.O.- ....., P.S.- ....., Dist.  
- ....., West Bengal, Pin Code - ....., M : .....,  
hereinafter (jointly/collectively) referred to as the **ALLOTTEES/ PURCHASERS**  
(which terms or expressions shall, unless excluded by or repugnant to the subject  
or context, be deemed to mean and include their heirs, executors, administrators,  
legal representatives and/ or assigns) of the **THIRD PART.**

For SURAKHA CONSTRUCTION  
*Samir Sardar*  
Partner  
*Samir Sardar*  
Partner

**A. DEFINITIONS** - For the purpose of this Agreement for Sale, unless the context otherwise requires -

- (a) **ACT** - Act shall mean Real Estate (Regulation and Development) Act, 2016.
- (b) **ARCHITECT** - shall mean such person or persons who may be appointed by the Developer as the Architect for the said Project;
- (c) **ASSOCIATION** - shall mean an Association of Allottees in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto;
- (d) **ADVOCATE** - shall mean **SAMAR DAS**, Advocate, High Court, Calcutta, Chamber at Kiron Apartment, Balia More, Garia, Kolkata - 700084 appointed by the Developer/Promoter inter alia, for preparation of this Agreement and Conveyance for transfer of the Apartment;
- (e) **CARPET AREA** - shall mean the net usable floor area of an apartment excluding the area covered by the external walls, area under services, shafts, and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment..
- (f) **BUILT UP AREA** : shall mean the aggregate of : (i) the Carpet Area of the Apartment, (ii) the area of the Deck(s) which exclusively comprise a part of the Apartment, (iii) the niches, loft and (iv) areas under the services' shafts within the apartment and external walls of the Apartment, all as computed by the Architect.
- (g) **SUPER BUILT UP AREA** : shall mean and include the total built up area forming part of the said flat plus such percentage attributable thereto for the common parts and portions as determined by the Architect at its sole discretion, and the decision of the Architect shall be final and binding on the Parties.

For SURAKHA CONSTRUCTION  
Sami Sarda Partner  
Sami Sarda Partner

- (h) **BUILDING/ NEW BUILDING** - shall mean the new residential buildings under construction at the said Land for the time being, the complex being named "**SURAKHA RESIDENCY - 6**", containing several independent and self-contained flats/apartments, parking spaces and other constructed areas;
- (i) **APARTMENT** shall mean the property specifically described in the Second Schedule hereunder written.
- (j) **CONSIDERATION MONEY** - shall mean total price of the aforesaid apartment/ unit.
- (k) **BOOKING AMOUNT** - shall mean 10% of the consideration for the Apartment which includes the Application Money;
- (l) **CANCELLATION CHARGES** - shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee(s) accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque and (iv) all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities;
- (m) **COMMON AREAS AND INSTALLATIONS**- shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written;
- (n) **COMMON MAINTENANCE EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Installations and for rendition of common services in common to the Allottee(s) as mentioned in the **Fourth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee(s);
- (o) **COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Installations, rendition of common

services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Installations of the Building and the Project in common.

(p) **PLAN** - shall mean the sanctioned plan of Rajpur- Sonarpur Municipality having Building Permit No. **SWS-OBPAS/2207/2023/2733** dated **02/01/2024** duly sanctioned by the Rajpur-Sonarpur Municipality for construction of residential Project comprising of two blocks consisting of self-contained independent apartments, commercial spaces, and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Installations thereto upon the said Land or on the part thereof to be known as "**SURAKHA RESIDENCY - 6**".

(q) **PROJECT/COMPLEX** - shall mean the residential building complex to be known as "**SURAKHA RESIDENCY - 6**" comprising of two blocks consisting of self-contained independent apartments, commercial spaces and the car parking spaces whether open or covered within the complex and the Common Areas, Common Installations to be constructed by the Developer/Promoter in terms of the Plan on the said land or on the part thereof.

(r) **SAID LAND** - the lands more fully and particularly described in the **Part - IV of First Schedule** hereunder written.

(s) **SAID SHARE** - shall mean proportionate undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee(s).

(t) **SECTION & RULES** - means a section of the Act and rules framed thereunder.

For SURAKHA CONSTRUCTION  
*Santhi Doshi* *Samir Sarda*  
Partner Partner

(u) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.

(v) **SPECIFICATION** - shall mean the specification for the said Apartment as mentioned in the **Part II** of the **Third Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

## **B. INTERPRETATION**

- i. Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- ii. Words in singular shall include the plural and vice versa.
- iii. Reference to a gender includes a reference to all other genders.
- iv. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- v. Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- vi. The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of Deed of Conveyance; and

For SURAKHA CONSTRUCTION  
*Sanjay Sarda* *Samir Sarda*  
Partner Partner

vii. Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

**C. Description of ownership :**

**WHEREAS** **Rekha Sardar, the Vendors No. 1 herein** purchased a piece and parcel of land measuring **0.5 decimals** i.e. more or less **5 Chittaks** lying, situated at and comprised in **L.R. Dag No. 190** appertaining to L.R. Khatian No. 20 corresponding to **R.S. Dag No. 177/285** under R.S. Khatian No. 124 of **Mouza - Garagachha**, J.L. No. 45, Ward No. 1 of the Rajpur - Sonarpur Municipality, Police Station - Sonarpur now Narendrapur, District - South 24 Parganas from its erstwhile owner, Anukul Mondal by virtue of a Deed of Sale registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in Book No. I, Volume No. 1629-2018, Pages from 112117 to 112137, Being No. 162903604 for the year 2018 and after thus purchase she got mutated the said property in her name in the record of the B.L.&.L.R.O., Sonarpur, South 24 Parganas and the said property recorded in L.R.R.O.R. as **L.R. Dag No. 190 appertaining to L.R. Khatian No. 615 of Mouza - Garagachha**, J.L. No. 45, P.S. - Sonarpur now Narendrapur, Dist. - South 24 Parganas.

**AND WHAREAS** **Surath Sardar and Samir Sardar, the Vendors No. 2 & 3 herein** purchased a piece and parcel of **2.5 decimals shali land** equivalent to **1 Cottahs 8 Chittaks shali land** in **L.R. Dag No. 189** appertaining to L.R. Khatian Nos. 569, 570 & 571 corresponding to **R.S. Dag No. 177** and **1.5 decimals shali land** equivalent to **15 Chittaks shali land** in **L.R. Dag No. 190** appertaining to L.R. Khatian Nos. 569, 570 & 571 corresponding to **R.S. Dag No. 177/285 ALTOGETHER measuring more or less 4 decimals i.e. 2 Cottahs 7 Chittaks land of Mouza - Garagachha**, J.L. No. 45, Police Station - Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084 by virtue of a Deed of Sale registered at the office of A.D.S.R. Garia, South 24 Parganas, and recorded in Book No. I, Volume No. 1629-2019, Pages No. 152399 to 152430, Being No. 162904566 for the year 2019, and after thus purchase they got mutated the said

For SURAKHA CONSTRUCTION  
  
Partner  
  
Partner



property in their names in the record of the B.L.&.L.R.O., Sonarpur, South 24 Parganas and the said property recorded in L.R.R.O.R. as 1 decimal land in L.R. Dag No. 189 and 1 decimal land in L.R. Dag No. 190 appertaining to L.R. Khatian No. 617 and 1 decimal land in L.R. Dag No. 189 and 1 decimal land in L.R. Dag No. 190 appertaining to L.R. Khatian No. 618 of Mouza - Garagachha, J.L. No. 45, P.S. - Sonarpur now Narendrapur, Dist. - South 24 Parganas.

**AND WHAREAS** on the other hand, one Manindra Nath Basu purchased a piece and parcel of land measuring more or less **20 decimals** at **R.S. Dag No. 178 under R.S. Khatian No. 117** corresponding to C.S. Dag No. 173 under C.S. Khatian No. 83 interalia other plot of land of **Mouza - Garagachha**, J.L. No. 45, P.S. - Sonarpur, Dist.- 24 Parganas from Kalidas Dutta and Duranta Mondal by virtue of Deed of Sale written in Bengali, registered at the office of Sub Registrar at Baruipur being recorded in Book No. I, Volume No. 60, Pages from 166 to 991, Being No. 3999 for the year 1963. Since then, the said Monindra Nath Basu had been in possession and enjoyment of the said property and got recoded his name in the L.R.R.O.R. containing **L.R. Khatian No. 153 having L.R. Dag No. 191** corresponding to R.S. Dag No. 178 under R.S. Khatian No. 117 of Mouza - Garagachha, J.L. No. 45, Police Station - Sonarpur, District - South 24 Parganas.

**AND WHEREAS** the said Manindra Nath Basu alias Manindra Nath Bose died intestate leaving behind his wife, Shankari Basu, three daughters namely Kumari Bula Basu, Smt. Banani Das Barman, Smt. Baby Dutta Majumder and two sons, Sri Jyotirmay Bose and Sri Biswanath Bose who got the said property by way of inheritance and they got mutated their names in the department of B.L&.L.R.O., Sonarpur, South 24 Parganas and the said property recorded in L.R.R.O.R. as 20 decimals land in **L.R. Dag No. 191 appertaining to L.R. Khatian Nos. 582, 583, 584, 585, 586 and 587 of Mouza - Garagachha**, J.L. No. 45, Police Station - Sonarpur, District - South 24 Parganas in their names.

For SURAKHA CONSTRUCTION  
*South Side* *Samir Sarda*  
Partner Partner

**AND WHEREAS** a Development Agreement was entered into by and between Vendors Nos. 4 to 9 herein and Surakha Construction, the developer herein on 29<sup>th</sup> June, 2018 on several terms and conditions as contained therein and the said Development Agreement was registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. I, Volume No. 1629-2018, Pages from 95378 to 95418, Being No. 162903069 for the year 2018 in respect of the property mentioned in the schedule there under and the Vendors No. 4 to 9 also granted a Development Power of Attorney in favour of the developer for smooth implementation of the terms and conditions of the development agreement and also construct the building upon their aforesaid property and the said Development Power of Attorney was registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. I, Volume No. 1629-2018, Pages from 95419 to 95446, Being No. 162903074 for the year 2018.

**AND WHEREAS** thereafter, the **Vendors/ Land Owners herein jointly** amalgamated the aforesaid properties into a single property and as such the property becomes a single plot of Land measuring more or less **24.5 Decimals** equivalent to **14 Cottahs 13 Chittaks** land lying, situated at and comprised in L.R. Dag Nos. 189, 190 & 191 appertaining to L.R. Khatian Nos. 615, 617, 618 & 582, 583, 584, 585, 586 and 587 of **Mouza - Garagachha**, J.L. No. 45. Police Station - Sonarpur now Narendrapur, District - South 24 Parganas specifically described in the table herein below, by virtue of a Deed of Amalgamation which was duly registered on 06/08/2021 at the office of A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. I, Volume No. 1629-2021, Pages from 138634 to 138660, Being No. 162903658 for the year 2021.

Land Owners	L.R. Dag No.	L.R. Khatian No.	Area of land in decimals	Area of Land in		
				K.	Ch.	Sft.

For SURAKHA CONSTRUCTION  
*Sumit Saha* Partner  
*Samir Saha* Partner

Vendors No. 1	190	615	0.5		5	00
Vendors Nos. 2 & 3	190	617 & 618	1.5		15	00
	189	617, 618	2.5	1	8	00
Vendors Nos. 4 to 9	191	582 to 587	20	12	1	00
<b>TOTAL AMALGAMATED PROPERTY</b>			<b>24.5</b>	<b>14</b>	<b>13</b>	<b>00</b>

of **Mouza - Garagachha**, J.L. No. 45, Ward No. 1 of the Rajpur - Sonarpur Municipality, **Police Station - Sonarpur now Narendrapur**, District - South 24 Parganas, Kolkata - 700084 and got recorded the amalgamated property in the record of the Rajpur-Sonarpur Municipality and since then the premises is known as **Holding No. 690, Road/ Area : Garagachha**, Ward No. 01 of Rajpur- Sonarpur Municipality.

**AND WHEREAS** subsequently, Rajpur-Sonarpur Municipality granted building permit vide **No. SWS-OBPAS/2207/2023/2733 dated 02/01/2024** for construction of Building consisting of two blocks upon the aforesaid property.

**AND WHEREAS** thereafter, a Development Agreement cum Development Power of Attorney was entered into by and between Rekha Sardar, Owner No. 1 herein and Surakha Construction, the developer herein on 19<sup>th</sup> June, 2024 on several terms and conditions as contained therein for construction of the building upon the said property and for smooth implementation of the terms and conditions of the development agreement and the said Development Agreement cum Development Power of Attorney was registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. I, Volume No. 1629-2024, Pages from 71796 to 71832, Being No.

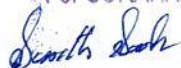
For SURAKHA CONSTRUCTION  
*Smriti Sarkar* Partner  
*Samir Sarkar* Partner

162903015 for the year 2024 in respect of the property mentioned in the schedule there under.

**AND WHEREAS** also, a Development Agreement cum Development Power of Attorney was entered into by and between Surath Sardar and Samir Sardar, Owner Nos. 2 & 3 herein and Surakha Construction, the developer herein on 19<sup>th</sup> June, 2024 on several terms and conditions as contained therein for construction of the building upon the said property and for smooth implementation of the terms and conditions of the development agreement and the said Development Agreement cum Development Power of Attorney was registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. I, Volume No. 1629-2024, Pages from 71833 to 71862, Being No. 162903016 for the year 2024 in respect of the property mentioned in the schedule there under.

**AND WHEREAS** after sanction of building plan from the authority of Rajpur-Sonarpur Municipality a major problem arises to provide owner's allocation of Owner Nos. 4 to 9 as per the aforesaid development agreement Being No. 162903069 for the year 2018 and as such Owner Nos. 4 to 9 herein and Surakha Construction decided to enter into a fresh Development Agreement cum Development Power of Attorney stating the proper owners' allocation as per the sanctioned building plan and as such the parties hereto have decided to cancel the aforesaid Development Agreement and as such they mutually cancel the aforesaid development agreement by execution Deed of Cancellation of Development Agreement which was registered at the office of the A.D.S.R. Garia, South 24 Parganas and recorded in its Book No. I, Being No. 162903833 for the year 2024 and as a result the owners also revoke the Development Power of Attorney by execution Revocation of Development Power of Attorney registered at the office of the A.D.S.R. Garia, South 24 Parganas and recorded in its Book No. IV, Being No. 162900086 for the year 2024.

**AND WHEREAS** as such Owner Nos. 4 to 9 herein and the developer herein entered into a fresh development agreement cum development power of

For SURAKHA CONSTRUCTION  
  
Partner  
  
Partner

attorney which was duly registered on 30<sup>th</sup> July, 2024 at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. I, Volume No. 1629-2024, Pages from 92035 to 92084, Being No. 162903841 for the year 2024.

**AND WHEREAS** the Land Owners and the Developer/Promoter are fully competent to enter into this Deed of Conveyance and all legal formalities with respect to the right, title and interest of the Developer/ Promoter regarding the said land on which Project is to be constructed and the developer approved the project in RERA and get registered No. ....

**AND WHEREAS** thereafter by as per the terms and conditions of the development agreement and strength of development power of attorney the developer herein started construction of the building project named as "**SURAKHA RESIDENCY - 6**".

**AND WHEREAS** in pursuance of the said three Development Agreements cum Power of Attorney after registration the developer is entitled to sell the developer's allocation including **Apartment/Flat No. .... (Type ..... BHK) containing ..... sq. ft. super built up area** (i.e. .... sq.ft. carpet area or ..... sq.ft. built up area), be the same a little more or less, at the ..... **side** on the ..... **Floor in Block - ..... and right to park a car in the independent car parking space on the Ground Floor of Block - ..... of the project known as "SURAKHA RESIDENCY - 6"** (hereinafter called the 'unit') along with undivided proportionate share in land, common parts/ portions, facilities and amenities at the said premises and the developer has absolute right to sell, transfer the same to any person or persons of its/ their choice and to receive entire sale proceeds.

**AND WHEREAS** the purchasers being desirous of purchasing and/ or owning the said apartment being **Apartment/Flat No. .... (Type ..... BHK) containing ..... sq. ft. super built up area** (i.e. .... sq.ft. carpet area or ..... sq.ft. built up area), be the same a little more or less, at the

For SURAKHA CONSTRUCTION  
  
Partner  
  
Partner

..... side on the ..... Floor in Block - ..... of the project known as "....." and right to park a car in the **independent car parking space on the Ground Floor of Block - ..... in "SURAKHA RESIDENCY - 6"** upon the aforesaid premises more particularly described in the Second Schedule hereunder written including common interest in the common areas and installations of the building together with undivided proportionate share in land underneath the building comprised in the said premises attributable to the said unit have approached to the developer to purchase the same at total consideration money being sum of **Rs. ....../- (Rupees ..... Lakh only)** and the developer has accepted the same and in respect thereof the parties hereto enter into an **Agreement For Sale on .....<sup>th</sup> ....., 2024.**

**NOW THIS INDENTURE WITNESSETH** as follows :

- I. That in pursuance of the said Agreement and in consideration of total sum of **Rs. ....../- (Rupees ..... Lakh only)** paid by the Purchasers to the Developer time to time for the cost of the said Unit and the rights and properties appurtenant thereto, the Developer/ Confirming Party by memo of receipt hereunder admits and acknowledges the same and the vendors and the developer forever release, discharge, acquit and exonerate the purchasers the property hereby granted, transferred and conveyed. The vendors doth hereby grant, sell, convey, transfer, assign and assure all rights related to the property and the Developer/Confirming party hereby confirms the same unto and in favour of the Purchasers **ALL THAT the Apartment/Flat No. .... (Type ..... BHK) containing ..... sq. ft. super built up area** (i.e. .... sq.ft. carpet area or ..... sq.ft. built up area), be the same a little more or less, at the ..... side on the ..... Floor in Block - ..... of the project known as "....." and right to park a car in the **independent car parking space on the Ground Floor of Block - ..... in "SURAKHA RESIDENCY - 6"** specifically described in the FIRST SCHEDULE hereto TOGETHER WITH undivided proportionate share or

For SURAKHA CONSTRUCTION  
*Samir Sarda* *Samir Sarda*  
Partner Partner

interest in land at the said premises described in the FIRST SCHEDULE and also the undivided proportionate share or interest in the common parts and/ or portions of the Building and also the easements more fully described in PART - I and II of the THIRD SCHEDULE hereto TOGETHER WITH the right of exclusive use and enjoyment of all other rights and liberties or at any time hereafter was situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate right, title, and/ or interest of the Vendors and the Developer in the aforesaid properties and all deeds, pottahs, muniments of title whatsoever exclusively relating to the properties aforesaid TOGETHER WITH common right to roof, all passages, sewers, drains, pipes, benefits, advantages of all manner or former or other rights, liberties, privileges, appendages and appurtenances thereto the easements and/ or quasi-easement and other stipulations and/ or provisions in connection with the beneficial use and enjoyment of the properties (all hereafter collectively called "the property") free from all encumbrances and/ or alienation, whatsoever **TO HAVE AND TO HOLD** the property including the unit and the rights and properties appurtenant thereto and each and every part thereof unto and to the use of the purchasers absolutely and forever as heritable and transferable immovable properties within the meaning of law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and the Declaration and all the Rules and Regulations and the Bye-Laws pursuant to the provisions of the said Act and also subject to the payment of all revenues, taxes, assessments, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of West Bengal, The Rajpur-Sonarpur Municipality or any other concerned authorities and subject to the condition that the said unit will be used only for residential purpose.

II. **THE VENDORS AND THE DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASERS** as follows :-

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Smita Saha Partner  
Samir Saha Partner

- i) That the interest which the vendors hereby professes to transfer, subsists and the vendors have good right, title, full power and absolute authority to grant, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the developer hereby confirms the same unto and in favour of the purchasers absolutely and forever.
- ii) That there is no Statutory, Judicial and/ or quasi Judicial restrictions which may prevent the vendors and the Developer from transferring and/ or conveying the said unit and rights and properties appurtenant thereto to the purchasers which is free from all encumbrances.
- iii) That the Vendors have not at any time done or executed or knowingly suffered or been party or privy to any deed, document or writing whereby the property i.e. the said unit and the rights and properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.
- iv) That the property i.e. the said unit, the undivided proportionate share in land and the rights and interest appurtenant thereto is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigation, lispendens, covenants, uses, debottar, trusts, made or suffered by the Vendors or any person or persons arising or lawfully, rightfully and/ or equitably claiming any estate or interest therein from, under or in trust for the Vendors.
- v) That the purchasers shall and may at all times hereafter peacefully and quietly enter upon, hold, occupy, possess and enjoy exclusively the property and also enjoy the facilities commonly with other owners in respect of common areas in the building and every part thereof and/or receive the rents, issue and profits therefrom without any suit, lawful eviction, interruption, disturbance, claims or demands whatsoever from or by the Vendors or any person or persons lawfully claiming or to claim through, under or in trust for the vendors and all persons

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*Santhi Sarda* *Samir Sarda*  
Partner Partner



having or lawfully claiming any estate right or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Vendors.

- vi) That the Vendors and the Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers make, doth acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold unto and in favour of the purchasers.
- vii) That the purchasers shall hereafter have the right to get mutated their name in the record of the Rajpur - Sonarpur Municipality, in the record of rights of the Department of Land and Land Reforms or any other authority or authorities concerned as the absolute owners of the said unit and rights and properties appurtenant thereto and also to pay revenue and the Municipal Rates and Taxes as may be assessed or imposed in respect of the said unit, rights and properties appurtenant thereto.
- viii) That the purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easement, quasi-easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said unit or therewith held, used occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in the Third Schedule.
- ix) That the purchasers shall have the right, full power and absolute authority to grant, sell, convey, transfer, assign, assure, mortgage, gift, Lease, License or let out the said unit and the rights and properties appurtenant thereto of their choice.
- x) AND FURTHER THAT unless prevented by fire or some other irresistible accident the Vendors and the developer shall from time to time and at all

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times hereafter upon every reasonable request and at the cost of the purchasers or at any hearing, suit, in commission, examination or otherwise as occasions shall require the original documents and writings in respect of the premises which the Vendors and/ or the developer, as the case may be, keep all such documents safe, whole unobliterated and uncanceled and shall not use any of such documents for alienating and/ or encumbering the said unit, rights and properties in any manner whatsoever.

**III. THE PURCHASERS DO TH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER as follows :-**

- i) The purchasers shall observe, fulfill and perform all the covenants written hereinbefore and hereinafter including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the said unit wholly and common expenses and all other outgoings proportionately as described in the Fourth Schedule hereunder written.
- ii) Upon separation and/ or mutation of the said unit and the rights and properties appurtenant thereto for the purpose of liability of Municipal rates, taxes and impositions the purchasers shall pay such rates, taxes and impositions as may be assessed in respect of the said unit and the rights and properties appurtenant thereto directly to the Rajpur-Sonarpur Municipality.
- iii) That until such time the said unit and the rights and properties in the building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the purchasers shall deposit the same to the developer; until the Association is formed by the Developer and for taking over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and taxes, maintenance shall be deposited to the Developer.

For SURAKHA CONSTRUCTION  
*Samir Sarda*  
Partner

*Samir Sarda*  
Partner

- iv) That the Purchasers shall also bear and pay all other taxes and impositions as are levied or may be levied further including multistoried building tax, Urban Land Revenue, if any water tax etc. in respect of the building proportionately.
- v) That the Purchasers shall also be liable to pay the penalty, interests, costs, charges and expenses for and in respect of any such taxes or impositions proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchasers in complying with their obligations hereunder convening the payment and/ or deposit of amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchasers will accrue with effect from the date of delivery of possession of the said unit and the rights and properties appurtenant thereto by the Developer to the Purchasers.
- vi) The purchasers hereby undertake to enter into Association of flat owners' of the building appurtenant for the purpose of proper management, control of the building, common parts and portions and do all acts, deeds and things as may be necessary or expedient for the common purposes, the purchasers shall co-operate with the other owners of the Association and pay their proportionate share of Municipal rates and taxes along with proportionate share of common expenses.
- vii) The purchasers shall at their own costs and expenses be entitled to repair, addition, alteration, modification, plaster, white washing, painting inside the said flat and shall keep the said flat and every part thereof, fixtures and fittings therein or exclusively for the said flat comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place of residence or any other lawful purposes.

**IV. IN CONNECTION WITH THE USE AND ENJOYMENT OF THE SAID UNIT AND COMMON PARTS THEREOF THE PURCHASERS shall not -**

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*Santhi Sarda* *Samir Sarda*  
Partner Partner

- i) interfere with or hinder or obstruct in any manner whatsoever in the construction of the said building or any part thereof as per the approved building plan.
- ii) do anything whereby the Developer is prejudicially affected.
- iii) throw any rubbish or store any article or combustible goods in the common parts.
- iv) carry on any obnoxious, noisy, offensive, illegal or immoral activity in the said unit.
- v) cause any nuisance or annoyance to the co-purchasers and / or occupants of the other portions of the said building and / or unit.
- vi) decorate or paint or otherwise alter the exterior wall of the said unit or common parts of the said building in any manner.
- vii) claim any partition or sub-division of the said land or the common parts.
- viii) obstruct the Developer and its surveyors or agents at all reasonable time and upon 24 hours previous notice in writing to the Purchasers to enter upon the said Unit and every part thereof to inspect the state and condition thereof and of all defects, decay and after assessing the repairs required to be carried out, to give notice to the Purchasers to repair the defects within seven days of such notice the repairs/ defects should be made good.
- ix) use or allow user of the unit or any portion thereof for the purpose of restaurant, hotel, school, nursing home, hospital, theatrical performance including video parlour or for carrying on such other similar activities of any manner, save and except the unit for residential purpose.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of Land)

**PART - I**

For SURAKHA CONSTRUCTION  
  
Partner  
  
Partner

(i.e. property of Vendors No. 1)

**ALL THAT** piece and parcel of land measuring **0.5 decimals** i.e. more or less 5 Chittaks lying situated at and comprised in L.R. Dag No. 190 appertaining to L.R. Khatian No. 615 corresponding to R.S. Dag No. 177/285 under R.S. Khatian No. 124 of **Mouza - Garagachha**, J.L. No. 45, being the portion of **Holding No. 690, Garagachha**, Ward No. 1 of the Rajpur - Sonarpur Municipality, Police Station - Sonarpur now Narendrapur, District - South 24 Parganas, Kolkata - 700084.

**PART - II**

(i.e. property of Vendors Nos. 2 & 3)

**ALL THAT** piece and parcel of **2.5 decimals shali land** equivalent to **1 Cottahs 8 Chittaks shali land** in L.R. Dag No. 189 appertaining to L.R. Khatian Nos. 617 & 618 corresponding to R.S. Dag No. 177 and **1.5 decimals shali land** equivalent to **15 Chittaks shali land** in L.R. Dag No. 190 appertaining to L.R. Khatian Nos. 617 & 618 corresponding to R.S. Dag No. 177/285 **ALTOGETHER** measuring more or less **4 decimals i.e. 2 Cottahs 7 Chittaks Shali land** being the portion of **Holding No. 690, Garagachha**, Ward No. 01 of Rajpur Sonarpur Municipality of Mouza Garagachha, J.L. No. 45, Post Office - Garia, Police Station - Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata 700084.

**PART - III**

(i.e. property of Vendors Nos. 4 to 9)

**ALL THAT** piece and parcel of Bastu Land measuring more or less **20 decimals** equivalent to **12 Cottahs 1 Chittak** lying, situated at and comprised in L.R. Dag No. 191 appertaining to L.R. Khatian Nos. 582 to 587 (previously L.R. Khatian No. 153) corresponding to R.S. Dag No. 178 under R.S. Khatian No. 117 of **Mouza - Garagachha**, J.L. No. 45, Touji No. 56, Revenue Survey No. 41, being the portion of **Holding No. 690, Garagachha**, Ward No. 01 of Rajpur- Sonarpur Municipality, Post Office

For SURAKHA CONSTRUCTION  
  
Partner  
  
Partner

Garia, Police Station Parganas, Kolkata Sonarpur presently Narendrapur, District South 24 Parganas, Kolkata - 700084.

**PART - IV**

(i.e. the total Land of the premises)

ALL THAT piece and parcel of amalgamated plot of land measuring **24.5 Decimals land** equivalent to **14 Cottahs 13 Chittaks 00 Sq.ft.**, be the same a little more or less, at **Holding No. 690, Garagachha**, Ward No. 01 of the Rajpur - Sonarpur Municipality, comprised in **L.R. Dag Nos. 189, 190 & 191 appertaining to L.R. Khatian Nos. 615, 617, 618 & 582, 583, 584, 585, 586 and 587** corresponding to R.S. Dag Nos. 177, 117/ 285, 178 under R.S. Khatian Nos. 117 and 124 of **Mouza - Garagachha**, J.L. No. 45, R.S. No. 41, Touzi No. 56, P.S. - Sonarpur now Narendrapur, District - South 24 Parganas, Kolkata - 700084. The said property is butted and bounded as follows :

ON THE NORTH : 16 feet wide Garagachha Patuli Link Road;  
ON THE SOUTH : Plot of R.S. Dag No. 188;  
ON THE EAST : Plot of R.S. Dag Nos. 179 & 180;  
ON THE WEST : Plot of R.S. Dag No. 176.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Description of Apartment/ Unit)

**All That** the **Apartment/Flat No. .... (Type ..... BHK)** containing **..... sq. ft. super built up area** (i.e. .... sq.ft. carpet area or ..... sq.ft. built up area), be the same a little more or less, at the **..... side** on the **..... Floor in Block - .....** and right to park a car in the **independent/Dependable car parking space on the Ground Floor of Block - .....** of the project known as **"SURAKHA RESIDENCY - 6"** at **Holding No. 690, Garagachha**, Ward No. 01 of the Rajpur-Sonarpur Municipality, P.O.- Garia, Police Station - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084 **TOGETHER WITH** undivided proportionate share of

For SURAKHA CONSTRUCTION  
*Swathi Saha* *Ganesh Saha*  
Partner Partner

land of the said premises as specifically described in the Part - IV of First Schedule hereinabove along with common interest in all common areas as permissible under law. The said flat is shown, delineated and depicted with RED verge line in the floor plan annexed herewith which is deemed to be a part and parcel of this indenture.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**Part - I**

(Common Areas & Facilities)

1. Entrance lobby in the Ground Floor of the Block;
2. Staircase of the new building alongwith their full and half landings with stair cover on the ultimate roof;
3. Lift with lift shaft and the lobby in front of it on typical floors;
4. concealed electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the Ground Floor of the building;
5. Water pump with motor and with water supply pipes to overhead water tank and underground reservoir and with distribution pipes there from connecting to different flats of the complex.
6. Drainage and sewers;
7. Common toilets in the ground floor of the complex;
8. Room for darwan/ security guard/ caretaker of the complex;
9. Boundary walls of the said land;
10. Common toilet;

For SURAKHA CONSTRUCTION  
*Santhosh Sankar* *Samir Sule*  
Partner Partner

11. such other common facilities specified by the Developer expressly to the common parts of the said Building.

**Part - II**

(The Easement)

1. The right in common with other purchasers for the use of the common parts for ingress and egress.
2. The right of passage in common with other purchasers to get electricity, water connection from and to any other Unit or common parts through or over the said Unit as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(i.e. the common expenses and maintenance of the Building)

1. All costs and maintenance, white washing, repairing, redecorating, painting, repainting, renovating and replacing the common parts and also the outer walls of the said building.
2. Insurance premium for insuring the said building against earth-quake, lightning, riot, damage etc.
3. The cost of clearing and lighting the entrance of the building, the passage and spaces around the building lobby, staircase and other common areas as described in the third schedule.
4. Salaries of all persons and other expenses for maintaining the said building and common facilities.
5. Municipal taxes, water taxes and other taxes and outgoings whatsoever as may be applicable and/ or payable on account of the said premises which are not assessable unit wise.

For SURAKHA CONSTRUCTION  
*Smith Singh* Partner  
*Samir Saini* Partner



6. All expenses and outgoings may be deemed by the developer and/ or association/ committee to be formed by the developer to protect the interests, rights of the purchasers/ owners.

**IN WITNESS WHEREOF** the parties hereto have put and subscribe their respective hands and seals on the day, month and year first above written in sound mind and sound body without any influence by any body having had knowledge of the content of the Deed.

**Signed, Sealed and Delivered  
in the presence of following  
WITNESSES :**

1.

For SURAKHA CONSTRUCTION  
*Smita Das Sami Sal*  
Partner Partner

As the constituted attorney for the  
all Land Owners

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**SIGNATURE OF THE VENDORS/  
LAND OWNERS**

2.

For SURAKHA CONSTRUCTION  
*Smita Das Sami Sal*  
Partner Partner

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**SIGNATURE OF THE DEVELOPER/  
CONFIRMING PARTY**

**Drafted and prepared by -**

**SAMAR DAS,**

Advocate,  
High Court, Calcutta.  
Enrollment No. WB/91/05.

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**SIGNATURE OF THE PURCHASERS**

### MEMO OF CONSIDERATION

Received with thanks the within mentioned total sum of Rs. ....../- (Rupees ..... Lakh only) being the full amount of consideration money from the within mentioned Purchasers in the following manner -

Particulars	Amount (in Rs.)
<b>Total</b>	...../-.

(Rupees ..... Lakh only)

**WITNESSES :**

1.

2.

For SURAKHA CONSTRUCTION  
*Swath Singh* *Samir Singh*  
Partner Partner

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER/  
CONFIRMING PARTY**