



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

82AB 296384

DEED OF CONVEYANCE

THIS INDENTURE is made this the \_\_\_\_\_ day of September, Two  
Thousand Twenty Four (2024) BETWEEN

1. **SRI PRIYOTOSH SANYAL** Pan-ALOPS0274P, Aadhar No-636017320426, son of Late Ashutosh Sanyal by faith- Hindu, by Nationality-Indian, by Occupation- Service, residing at 21, Purbachal Link Road, P.O. Haltu, P.S. Kasba at present Garfa, Dist. South 24 Parganas, Kolkata-700078, 2. **SMT. ARUNIMA DUTTA** Pan-BAVPD4878F, 870660694908, wife of Sri Tarun Kumar Dutta, by faith- Hindu, by Nationality- Indian, by Occupation- House wife, residing at 47/1, P. Majumder Road, P.O. Haltu, P.S. Garfa, Dist. South 24 Parganas, Kolkata-700078, 3. **SMT. SURANJANA CHATTOPADHYAY**, Pan-AIYPC4468Q, 603158260073, wife of Sri Subrata Chattopadhyay, by faith- Hindu, by Nationality- Indian, by Occupation- House wife, residing at 76/4, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Dist. South 24 Parganas, Kolkata-700078, hereinafter jointly called and referred to as the "**OWNERS/VENDORS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators and legal representatives) of the **FIRST PART**, being represented by their constituted attorney of **SRI SUKHENDU MAITRA**, (PAN NO. AIDPM1900E), Aadhar No. 8938 1756 2939 son of late Adhir Chandra Maitra, by faith a Hindu by Nationality Indian, by occupation Business, residing at 17/A, Rajdanga Gold Park, P.O- E.K.T.P, P.S.- Kasba, Kolkata -700107, has entered vide registered power of attorney was registered in the Office of the D.S.R.- II, Alipore recorded in Book No. I, Volume No.1602-2022, Pages 589541 to 589558, Deed No. 160216131 for the year 2022.

**AND**

\_\_\_\_\_, hereinafter called and referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators and legal representatives) of the **SECOND PART**.

**AND**

**M/S. SWARNA REALTORS PRIVATE LIMITED**, (Pan card no. AIDPM1900E), a proprietorship Firm having its registered office at 17/A, Rajdanga Gold Park, P.O. - E.K.T.P, P.S.- Kasba, Kolkata - 700107, being represented by it's sole proprietor namely SRI **SUKHENDU MAITRA**, Pan-AIDPM1900E, Aadhar No- 893817562939, son of late Adhir Chandra

Maitra, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 17/A, Rajdanga Gold Park, P.O- E.K.T.P, P.S. – Kasba, Kolkata - 700107, hereinafter called the **DEVELOPER / CONFIRMING PARTY** (which expression, unless excluded by or repugnant to the context shall be deemed to mean and include it's successor-in-interest, legatees, assigns, representatives, nominees etc) of the **THIRD PART**.

AND WHEREAS by a deed of conveyance dated 7th day of July 1965 Ashutosh Sanyal, son of Late Banomali Sanyal purchased a plot of the land measuring about 15 Kattahs, particularly described in the schedule here under written situated at sabak Khatian No- 884 Hal Khatian No-1448, under Sabak Dag No.1504, Hal Dag No- 1805 in Mouza- Garfa, J.L. No- 19, R.S. No- 2, Touzi No-155, under P.S. Kasba, in the Dist. South 24 Parganas, from Mukunda Behari Biswas, Haripada Ray, Satish Chandra Biswas and Surendra Nath Ray, which had been registered before the Sub- Registrar- at Alipore, vide Deed No-5647, Book No-1, Volume No-103, Pages 234 to 241 for the year 1965.

AND WHEREAS said Ashutosh Sanyal during his life time peaceful enjoyment of the said property died on 08.02.1979 leaving behind his legal heirs and successors as follows:-

1. Smt. Bela Rani Sanyal - Wife.
2. Sri Paritosh Sanyal -son.
3. Sri Priyotosh Sanyal - son.
4. Smt. Anjali Banerjee - Married daughter.

AND WHEREAS in the above referred circumstances and by virtue of inheritance the said Smt. Bela Rani Sanyal, Sri Paritosh Sanyal, Sri Priyotosh Sanyal, Smt. Anjali Banerjee became the joint owners of said property.

AND WHEREAS said Smt. Bela Rani Sanyal, Sri Paritosh Sanyal, Sri Priyotosh Sanyal, Smt. Anjali Banerjee were mutually and amicably partitioned of the total said land of area measuring more or less 15 fifteen Kattahs, which was registered in the office of the District Sub-Register at Alipore, South 24 Parganas dated 24.09.1991, vide Book No.1, Volume No-239 Pages No. to 139, Deed No.14536, for the year 1991. The said entire 15 Kattahs ejmal property has been described in schedule "A" of the said partition deed.

AND WHEREAS after such partition Paritosh Sanyal was allotted the plot of land measuring about 3 Kathas 5 Chattaks 8 sqft. be the same little more or less comprised of and contained situated at sabak Khatian No- 884 Hal Khatian No-1448, under Sabak Dag No-1504, Hal Dag No- 1805 in Mouza- Garfa, J.L. No- 19, R.S. No- 2, Touzi No- 155, under P.S. Kasba, in the Dist.

South 24 Parganas, mention in the " KHA" (LOT- B) in colour Green as shown in the said Deed of Partition.

AND WHEREAS after such partition Priyotosh Sanyal was allotted the plot of land measuring about 3 Kathas 5 Chattaks 8 sqft. be the same little more or less comprised of and contained situated at sabak Khatian No- 884 Hal Khatian No-1448, under Sabak Dag No-1504, Hal Dag No- 1805 in Mouza- Garfa, J.L. No- 19, R.S. No- 2, Touzi No- 155, under P.S. Kasba, in the Dist. South 24 Parganas, mention in the " Ga" (LOT- A) in colour Red as shown in the said Deed of Partition.

AND WHEREAS After such partition Bela Rani Sanyal and Anjali Banerjee was allotted the plot of land measuring about 6 Kathas 14 Chattaks 8 sqft. be the same little more or less comprised of and contained situated at sabak Khatian No- 884 Hal Khatian No-1448, under Sabak Dag No-1504, Hal Dag No- 1805 in Mouza- Garfa, J.L. No- 19, R.S. No- 2, Touzi No- 155, under P.S. Kasba, in the Dist. South 24 Parganas, mention in the " Gha" (LOT- C) in colour Yellow as shown in the said Deed of Partition.

AND WHEREAS after partition said Bela Rani Sanyal and Anjali Banerjee executed two separate Deed of Gift marked as lot C(1) measuring about 3 Kattahs 7 Chattaks 4 sqft land with structure in favour of Sri Paritosh Sanyal which was registered & recorded in the office of the District Sub-Register at Alipore South 24 Parganas, dated on 13.02.1992, vide Book No-1, Volume No-50, Pages No-369 to 375, Deed No-2446, for the year 1992 and another one separate Deed of Gift marked as lot C(2) measuring about 3 Kattahs 7 Chattaks 4 sqft land with structure in favour Sri Priyotosh Sanyal which was registered & recorded in the office of the District Sub-Register at Alipore South 24 Parganas, dated on 13.02.1992, vide Book No-1, Volume No-50, Pages No-376 to 382, Deed No-2447, for the year 1992 and the said Priyotosh Sanyal became the absolute owner of the said land with structure.

AND WHEREAS said Paritosh Sanyal by way of aforesaid deed of gift while seized and possessed of and in enjoyment with the said gifted property measuring about 3 Kattahs 7 Chattaks 4 sqft land i.e. lot C(1) with his family members the said Paritosh Sanyal by making development of the said property separately mutated and assessed his name in the office of the Kolkata Municipal Corporation and numbered the same as premises No-886, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata-700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061708861.

AND WHEREAS said Priyotosh Sanyal by way of aforesaid deed of gift while seized and possessed of and in enjoyment with the said gifted property measuring about 3 Kattahs 7 Chattaks 4 sqft land with structure i.e. lot C(2) with his family members said Priyotosh Sanyal by making development of the said property separately mutated and assessed his name in the office of the Kolkata Municipal Corporation and numbered the same as premises No- 4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata-

700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061700047.

AND WHEREAS the above mentioned said Paritosh Sanyal during his peaceful enjoyment of the said property died on 29.11.2017 leaving behind his the legal heirs and successors as follows:-

Smt. Madhumati Sanyal-	Wife.
Smt. Arunima Datta-	Married daughter.
Smt. Suranjana Chattapodhyay-	Married daughter.

AND WHEREAS in the above referred circumstances and by virtue of inheritance the said Smt. Madhumati Sanyal, Smt. Arunima Datta, Smt. Suranjana Chattapodhyay became the joint owners of said schedule of property left by their said predecessor-in-interest Paritosh Sanyal as stated above and they acquired right, title, interest and possession over the said property.

AND WHEREAS the common passage land measuring about 15 Chattaks 21 Sqft as described in the sketch partition plan along with partition deed vide No-14536 for the year1991 is no more required to the parties to this document and they are not using the same as common passage. Rather by distributing the said 15 Chattaks 21 sqft land in 4 equal share i.e. 3 Chattaks 39 sqft in each share and they have increased area of each lot by amalgamating the said 3 chattaks 39 sqft land with existing area of each original lot.

AND WHEREAS accordingly Sri Priyotosh Sanyal became the owner by way of partition in respect of the "A" schedule property measuring about 3 Kattahs 7 Chattaks 4 sqft land with structure i.e. lot C(2) and passage measuring about 3 Chattaks 39 sqft. Passage total measuring 3 Kattahs 10 Chattaks 43 sqft land with structure as mentioned in the schedule "A" hereunder written as premises No-4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No- 311061700047, and acquired right, title, interest and possession, and paying necessary taxes .

AND WHEREAS accordingly Smt. Madhumati Sanyal, Smt. Arunima Datta, Smt. Suranjana Chattapodhyay became the owner by way of partition in respect of the "A" schedule property measuring about 3 Kattahs 7 Chattaks 4 sqft land with structure i.e. lot C(1) and passage measuring about 3 Chattaks 39 sqft. Passage total measuring 3 Kattahs 10 Chattaks 43 sqft land with structure as mentioned in the schedule "A" hereunder written as premises No-886, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061708861, and acquired right, title, interest and possession, and paying necessary taxes.

AND WHEREAS in the above referred circumstances and by virtue of inheritance the said Smt. Madhumati Sanyal, Smt. Arunima Datta, Smt.

Suranjana Chattopadhyay became the joint owners of said property said Smt. Madhumati Sanyal, Smt. Arunima Datta, Smt. Suranjana Chattopadhyay executed a Deed of gift measuring about 3 Chattaks bastu land with structure out of 3 Kattahs 10 Chattaks 43 sqft and particularly described in the schedule here under written as premises No-886, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No- 311061708861, in favour of Sri Priyotosh Sanyal which was registered & recorded in the office of the District Sub-Register-III, at Alipore South 24 Parganas, dated on 8.7.2019, vide Book No-1, Volume No1603/2019, Pages No.70904 to 70925, Deed No.2225 for the year 2019.

AND WHEREAS said Sri Priyotosh Sanyal executed a Deed of gift measuring about 3 Chattaks bastu land with structure out of 3 Kattahs 10 Chattaks 43 sqft and particularly described in the schedule here under written as premises No-4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061700047, in favour of Madhumati Sanyal, Smt, Arunima Datta, Smt. Suranjana Chattopadhyay which was registered & recorded in the office of the District Sub-Register-III, at Alipore South 24 Parganas, dated on 8.7.2019 vide Book No.1, Volume No.1603/2019, Pages No.71797 to 71818, Deed No.2227, for the year 2019.

AND WHEREAS after the said two separate deed of gift vide No-2225/2019 and 2227/2019 in respect of portion of premises No-886, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No- 311061708861, and another portion of premises No-4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No- 311061700047, having been duly amalgamated by the Kolkata Municipal Corporation and two premises come to one premises being premises No-4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061700047, land measuring about 7 (Seven) Kathas 5 (Five) Chattaks 41 Sqft. together with a pucca building and newly Assessee No-311061700047, in the name of Sri Priyotosh Sanyal, Smt. Madhumati Sanyal, Smt. Arunima Dutta, Smt. Suranjana Chattopadhyay.

AND WHEREAS the said property after amalgamated duly jointly mutated land measuring about 7 (Seven) Kathas 5 (Five) Chattaks 41 Sqft. together with a pucca building in the office of the Kolkata Municipal Corporation being premises No-4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106

Assessee No- 311061700047 in favour of said Sri Priyotosh Sanyal, Smt. Madhumati Sanyal, Smt. Arunima Datta, Smt. Suranjana Chattopadhyay.

AND WHEREAS the above mentioned said Sri Priyotosh Sanyal, Smt. Madhumati Sanyal, Smt. Arunima Datta, Smt. Suranjana Chattopadhyay herein the First part are the joint owners & possessors of the total land area measuring more or less 7 (Seven) Kathas 5 (Five) Chattaks 41 Sqft. together with a tiled shed structure building standing thereon and particularly described in the schedule here under written lying, situated at Mouza - Garfa, J.L No. 19, R.S. No-2, Touzi No-155, comprised in Sabek Dag No-1504, Hal Dag No. 1805, under Sabek Khatian No.884, Hal Khatian No-1448, proposed G+ III storied building to be built over there with good quality building materials, now being Kolkata Municipal Corporation premises No.4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061700047.

AND WHEREAS the owners i.e. the First Part herein for better living, intended to develop the said plot of land measuring 7 (Seven) Kathas 5 (Five) Chattaks 41 Sq.ft. more or less there by constructing a G+III multi storied building comprising flats/units, car parking space etc after obtaining sanction plan from competent authority but after having realized involvement of huge fund, man power and lack of technical knowledge in the proposed project, the owners i.e. the First Part herein have jointly decided to enter into an agreement with a Developer/Promoter who would be able to undertake the said project at its own cost and expenses and considering the experience of the M/S. SWARNA REALTORS PRIVATE LIMITED, (Pan card no. AIDPM1900E), a proprietorship Firm having its registered office at 17/A, Rajdanga Gold Park, P.O. - E.K.T.P P.S.- Kasba, Kolkata - 700107, represented by its sole proprietor namely SRI SUKHENDU MAITRA, son of late Adhir Chandra Maitra, residing at 304, Sarat Park, Nabapally. P.O. - Haltu P.S.- Kasba Kolkata - 700107, the second part herein, has agreed to entire into an agreement for Development with certain terms and conditions with the First Part and explicitly in the First Schedule hereunder written .

AND WHEREAS after having worked out the feasibility of the project, and satisfied with the right, title and interest of the owners i.e. the first part herein in the said property the DEVELOPER/PROMOTER i.e. the second part herein has agreed to undertake the project and to obtain necessary sanction and permissions from K.M.C. for construction of a G+III multi-storied building on the said premises after demolishing the existing structure at his own cost, expenses and risk.

AND WHEREAS the owners herein with an intention to develop the said property and/or to construct a multi-storied building thereon according to the sanctioned plan which is to be obtained from the Kolkata Municipal Corporation approached the Developer M/S. SWARNA REALTORS PRIVATE LIMITED, (Pan card no. AIDPM1900E), a proprietorship Firm having its registered office at 17/A, Rajdanga Gold Park, P.O. - E.K.T.P P.S.- Kasba, Kolkata - 700107, represented by its sole proprietor namely SRI

SUKHENDU MAITRA, son of late Adhir Chandra Maitra, residing at 17/A, Rajdanga Gold Park, P.O- E.K.T.P, P.S.- Kasba, Kolkata -700107 to construct the same by the developer and the developer has agreed to develop the same by constructing a Multi-storied building on the said property.

AND WHEREAS that to give effect to the aforesaid intention of the owners/vendors for development of the said property, the Developer formulated a scheme to promote and develop and to construct a G+III storied building consisting of several self contained flats, shop, car parking space at the said premises according to the building plan at his own costs and expenses and the owners have agreed to accept the scheme of the developer and entered into a Development Agreement dated 24.09.2019 for the consideration and the terms and conditions mentioned thereon, which was registered before the D.S.R.-III, Alipore, vide Deed No- 160303306, Book No-I, Volume No-1603-2019, Pages No- 106933 to 106996, for the year 2019.

AND WHEREAS in pursuance to the above and in accordance with the sanctioned plan by the Kolkata Municipal Corporation the developer herein at his own cost and expenses constructed G+III storied building of the aforesaid property vide sanctioned building plan No- 2021120435 dated 08.03.2022 The developer has started the Construction of building and the same G+III storied building presently under Construction over the land as described in the First Schedule hereunder written.

AND WHEREAS as per the Development agreement dated 24.09.2019 the Developers constructed G+III storied building and delivered owner's allocation to the owners and rest portion will be sold by the Developers as per Development Agreement.

AND WHEREAS as per the said Building plan duly sanctioned by the Kolkata Municipal Corporation the developer herein at his own cost and expenses constructed G+III storied building of the aforesaid property laying, situate ALL THAT piece and parcel or homestead land area measuring more or less 7 (Seven) Kathas 5 (Five) Chattaks 41 Sq.ft. together with a tiled shed structure building standing thereon and particularly described in the schedule here under written lying, situated at Mouza - Garfa, J.L No. 19, R.S. No-2, Touzi No-155, comprised in Sabek Dag No-1504, Hal Dag No. 1805, under Sabek Khatian No.884, Hal Khatian No-1448, proposed G+ III multi-storied building to be built over there, now being Kolkata Municipal Corporation premises No. 4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061700047, and the Owners/Vendors herein and the developer herein being the absolute owner of the said flat & Car Parking Space developer's allocation offer to sell the said flat & Car Parking Space to the intending purchasers. The purchasers herein is one of the intending purchasers desirous of purchasing a Flat & Car Parking Space as mentioned in the schedule "B" below and delineated in the map inclusive of common passages, stairs, structures, drains, sewerage, safety tank, water supply system, electrical installations, roof right etc. including all



other common facilities and proportionate share and rights of the land hereinafter referred to as "the FLAT & Car Parking Space" in the building constructed by the said Developer more fully described in the schedule "B" hereunder written.

AND WHEREAS in the meantime, the said Madhumati Sanyal while seized and possessed of her share of land also died intestate leaving behind her surviving only two married daughters namely Smt. Arunima Datta & Smt. Suranjana Chattopadhyay (the Owners/ Vendors No. 2 & 3 herein) as her legal heirs and successors and pursuant to her death, the said heirs become the joint owners in respect of the undivided share owned by the said Madhumati Sanyal in respect of the said premises within the meaning of Hindu Succession Act 1956.

AND WHEREAS it is mentioned that we were the party of the Development Agreement made on 24.09.2019, which was registered in the office of D.S.R. III, Alipore, recorded in Book No-I, Volume No. 1603- 2019, Pages- 106933 to 106996, being No- 160303306 for the year 2019.

AND WHEREAS by virtue of inheritance, the said Sri. Priyotosh Sanyal, Smt. Arunima Datta & Smt. Suranjana Chattopadhyay thus become the absolute joint owners and while seized and possessed of and /or otherwise well and sufficiently entitled to the said ALL THAT piece and parcel or homestead land area measuring more or less 7 (Seven) Kathas 5 (Five) Chattaks 41 Sqft. as per record but Physically as per sanction plan 7 Kattahs 4 Chittaks 6.56 Sq.ft. (485.559 Sq.m) together with a tiled shed structure measuring about 100 Sq.ft. building standing thereon and particularly described in the schedule here under written lying , situated at Mouza -Garfa, J.L No. 19, R.S. No-2, Touzi No-155, comprised in Sabek Dag No-1504, Hal Dag No. 1805, under Sabek Khatian No.884, Hal Khatian No-1448, proposed G+ III multi-storied building to be built over there to be known of Block-I, now being Kolkata Municipal Corporation Premises No. 4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106, Assessee No-311061700047, as described in the schedule "A" written hereunder.

The Said Land is earmarked for the purpose of building a *residential* project, comprising G+4 storied apartment buildings and the said project shall be known as 'SWARNA APARTMENTS 884, Purbanchal Road' ("Project");

**AND WHEREAS** the Owner being the Vendor herein, and the Developer/ Confirming party herein, has agreed to sell to the Purchaser out of the Developer's allocation **ALL THAT** the self- contained residential Marble floor flat being No. \_\_\_\_\_, the unit name "**Swarna Apartments**" Apartment on the \_\_\_\_\_ Floor \_\_\_\_\_ side measuring about \_\_\_\_\_ **Sq.Ft.** super built up area, of G+3 storied building consisting of three bed rooms, one living-cum-dining, one kitchen, two toilets, one W.C two covered verandas along with one covered Car

parking space on the ground floor measuring about **135 sq.ft.** along with proportionate share of land attributed to the said flat referred in the schedule "A" property at K.M.C. Premises No- 884, Purbachal Road, Kolkata-700 078 within Ward No, 106 of Kolkata Municipal Corporation, Borough- XII, Sub-Registrar office at Sealdah, P.S. Garfa, having Assessee No.- \_\_\_\_\_ of K.M.C. at Mouza - Garfa, J.L. No.-19 recorded as R.S. Dag No. \_\_\_\_ of R.S. Khatian No. \_\_\_\_ under P.S. Garfa in the District of South 24- Parganas, together with proportionate share of staircase, landings, common proportionate share of land, right of "Lift", top floor roof right, all other common rights, common areas and facilities and common passages provided to the said building and also together with undivided and impartable proportionate share of the land as shown in the map or plan annexed hereto and thereon bordered with "RED" Colour and covenants hereinafter mentioned.

**AND WHEREAS** pursuant to the request of the Developer, the Vendor and Purchasers, has agreed to execute this Agreement and the Deed of Conveyance by joining itself as Confirming Party to confirm the sale of the said Flat belonging to the Developer's allocation by the Developer in favour of the Purchasers.

**AND WHEREAS** the purchasers herein satisfied with the clear title of the property and nature of construction, have agreed to purchase the said flat **ALL THAT** the self- contained residential Marble floor flat being No. \_\_\_\_, the unit name "**Swarna Apartments**" Apartment on the \_\_\_\_ Floor \_\_\_\_ side measuring about \_\_\_\_ **Sq.Ft.** super built up area, of G+3 storied building consisting of three bed rooms, one living-cum-dining, one kitchen, two toilets, one W.C two covered verandas along with one covered Car parking space on the ground floor measuring about **135 sq.ft.** along with proportionate share of land attributed to the said flat referred in the schedule "A" property at K.M.C. Premises No- 884, Purbachal Road, Kolkata-700 078 within Ward No, 106 of Kolkata Municipal Corporation, Borough- XII, Sub-Registrar office at Sealdah, P.S. Garfa, having Assessee No.- \_\_\_\_\_ of K.M.C. at Mouza - Garfa, J.L. No.-19 recorded as R.S. Dag No. \_\_\_\_ of R.S. Khatian No. \_\_\_\_ under P.S. Garfa in the District of South 24- Parganas, together with proportionate share of staircase, landings, common proportionate share of land, right of "Lift", top floor roof right, all other common rights, common areas and facilities and common passages provided to the said building and also together with

undivided and impartable proportionate share of the land as shown in the map or plan annexed hereto and thereon bordered with "RED" Colour described in the schedule "B" hereunder written and offered to pay a total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakhs) only being the full and final sale consideration of the said flat.

ANDWHEREAS the vendor herein have agreed to sell and the Developer/Confirming party has agreed to confirm the sale of the said flat and one covered car parking space to the purchasers herein for a total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakhs) only subject to compliance of the terms and conditions contained herein.

**NOW THIS INDENTURE WITNESSETH :-**

1. That in pursuance to the said agreement dated \_\_\_\_\_ and consideration to the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakhs) only of good and lawful money of the union of Indian in hand well and truly paid by the purchasers to the Vendor at or before the execution of these present (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the purchasers and also the said Flat hereby intended to be sold and transferred) and the Vendor do hereby sell, transfer, convey and assign unto the purchasers **ALL THAT** the self- contained residential Marble floor flat being No. \_\_\_\_\_, the unit name "**Swarna Apartments**" Apartment on the \_\_\_\_\_ Floor \_\_\_\_\_ side measuring about \_\_\_\_\_ **Sq.Ft.** super built up area, of G+3 storied building consisting of three bed rooms, one living-cum-dining, one kitchen, two toilets, one W.C two covered verandas along with one covered Car parking space on the ground floor measuring about **135 sq.ft.** along with proportionate share of land attributed to the said flat referred in the schedule "A" property at K.M.C. Premises No- 329A, Purbachal Road, Kolkata-700 078 within Ward No, 106 of Kolkata Municipal Corporation, Borough- XII, Sub-Registrar office at Sealdah, P.S. Garfa, having Assessee No.-

\_\_\_\_\_ of K.M.C. at Mouza - Garfa, J.L. No.-19 recorded as R.S. Dag No. \_\_\_\_\_ of R.S. Khatian N. \_\_\_\_\_ under P.S. Garfa in the District of South 24- Parganas, together with proportionate share of staircase, landings, common proportionate share of land, right of "Lift", top floor roof right, all other common rights, common areas and facilities and common passages provided to the said building and also together with undivided and impartable proportionate share of the land as shown in the map or plan annexed hereto and thereon bordered with "RED" Colour morefully and particularly described in the Schedule "B" hereunder written free from all encumbrances **TO HAVE AND TO HOLD** the said unit absolutely and forever free from all encumbrances, charges, liens, lispendens, attachments, trust whatsoever or Howsoever together with the right to use the common areas, installations and facilities in common with the vendor, Developer and co-purchaser and the Owner and the other lawful occupants of the new building together with all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment thereof by the various flats/units in the said building by the respective owner and/or occupants of the said building **TO HAVE AND TO HOLD** the said unit and the properties appurtenant thereto hereby sold, transferred, convey and conveyed and every part thereof unto and to the use of the purchaser subject to the making payment of the maintenance charges and other charges payable in respect of the said unit and the properties appurtenant thereto (morefully and particularly mentioned and described in the Schedule "D" hereunder written) and the vendor and the Developer and each of them respectively do hereby release, relinquish, disclaim or disown all respective right and title and interest of the vendor hereto upon the said unit and the properties appurtenant thereto unto and to the use of the purchasers herein for even free from all encumbrances.

2. Subject to the condition mentioned in the "C" and "D" Schedule forming integral part of this Deed of Conveyance the Vendor doth hereby convenient with the purchasers as follows :-

a) That notwithstanding any act deed matter or things done by the owner/ Vendor knowingly suffered to the contrary the Vendor is lawfully rightfully and absolutely seized and possessed for otherwise well and sufficiently entitled to the said unit together the properties appurtenant or expressed or intended so to be and/or every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition or trust or any other thing whatsoever not contemplated by these presents so as to defeat encumber or make void the same and that notwithstanding any such act deed, matter or thing or as aforesaid the Vendor have now rightful and absolute authority to sell, transfer and convey the said Flat and the proportionate importable and undivided share or interest in the said land and the right of user of common areas, parts and the privileges and facilities hereby sold, conveyed, transferred, granted, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers.

b) That the purchasers and their legal heirs shall and will and at all times hereafter peacefully and quietly possess and enjoy the said unit and the properties appurtenant thereto and receive the rents issues and profits thereof and have right to transfer by way of sale, lease, gift, Will or mortgage or any other alienations etc. without interruption claim or demand whatsoever from or by the vendors or any person or persons having lawfully or equitably claiming any estate right, title and interest whatsoever from under or in trust for the vendor.

c) That the vendor and all persons having lawfully or equitably claiming any estate right, title and interest whatsoever in the said unit or any part thereof or from under or in trust for the vendor shall and will from time to time and at all times hereinafter at the request and cost of the purchasers do execute or cause to be done or executed all such acts, deeds and things whatsoever for further better or more perfectly assuring the title of the said unit and every part thereof and the properties appurtenant thereto unto and to the use of the purchasers in the manner aforesaid as shall or may reasonably be required.

d) *The vendor shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers produce or cause to be produced to the purchasers or to their Advocate or agent at any time of hearing, commission, examination or otherwise as occasion shall require the deeds and documents mentioned and described herein (as will be available with the vendors) for the purpose of showing the purchaser's title to the said Flat and the said proportionate undivided share or interest in the said land and the user of common areas privileges and facilities hereby sold, granted, conveyed, transferred, assured or assigned or expressed or intended so to be and every part thereof and also at the like request and cost deliver or cause to be delivered to the said purchasers such attested or other copies or extracts from the said documents of title as may be required and in the meantime unless prevented by fire or other unavoidable accident or acts of God keep the said deed and documents safe un-obliterated and un-cancelled.*

e) *The Vendor shall deliver khas vacant and peaceful possession of the said flat to the purchasers simultaneously with the execution and registration of the said Deed of conveyance.*

f) *That the vendor shall co-operate with the purchasers in getting the name of the purchasers mutated in the Govt. Record as well as in the Records of Kolkata Municipal Corporation.*

g) *That the vendor shall on being called upon by the purchasers sign all papers, applications and/ or make declarations, affidavits and other writings as may be necessary and thought fit for the purpose of formation and/ or registration.*

**THE SCHEDULE "A" ABOVE REFERRED TO:**  
**(The description of the entire Premises)**

**ALL THAT** piece and parcel or homestead land area measuring more or less **7 (Seven) Kathas 5 (Five) Chattaks 41 Sq.ft.** together with a tiled shed structure building standing thereon and particularly described in the schedule here under written lying , situated at Mouza -Garfa, J.L No. 19, R.S. No-2, Touzi No-155, comprised in Sabek Dag No-1504, Hal Dag No. 1805, under Sabek Khatian No.884, Hal Khatian No-1448, proposed G+ III multi-storied building to be built

over there, now being Kolkata Municipal Corporation premises No.4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061700047, more fully described in the Schedule hereunder free from all encumbrances, claims, demands action etc. more fully described in the schedule hereunder written and clearly shown in the Map/Plan annexed hereto marked with RED border butted and bounded as follows:-

ON THE NORTH:- By Premises No. 884 Purbachal Road.

ON THE SOUTH:- By 12 ft wide Purbachal Road.

ON THE EAST:- By 6/4, Golden Park, 77C, Purbachal Road.

ON THE WEST:- By 12 ft wide Purbachal Road.

**THE SCHEDULE "B" ABOVE REFERRED TO.**  
**(Description of the flat & car parking space to be sold)**

**ALL THAT** the self contained residential Marble floor flat No. \_\_\_ on the \_\_\_ Floor \_\_\_ facing measuring about \_\_\_ Sq. Ft. super built up area, of G+3 storied building consisting of two bed rooms, one living cum dining room, one kitchen, two toilets, one Balcony along with a covered Car parking space on the ground floor measuring about **135 Sq.ft.** along with proportionate share and rights of land attributed to the said flat referred in the schedule "A" property at Municipal Premises no.884, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061700047, together with proportionate share of staircase, landings, common proportionate share of land, right of "Lift", top floor roof right, all other common rights, common areas and facilities and common passages provided to the said building and also together with undivided and importable proportionate share of the land as shown in the map or plan annexed hereto and thereon bordered with "RED" Colour.

**SCHEDULE "C" ABOVE REFERRED TO.*****(Proportionate right in common areas etc.)***

- (a) The proportionate undivided share of land comprised in the premises and proportionate all easement rights and appurtenances on which the building is constructed.***
- (b) The foundation columns, beams supports, main walls, corridors, lobbies, stairways, entrance to and exit from the building has been constructed on the said land.***
- (c) Installation of common services, such as water tank, sewerage lines, staircase, lighting, etc.***
- (d) Pump, Motor, pipes and all apparatus and installations in the said building for common use.***
- (e) Right of the top floor roof including staircase.***
- (f) Underground water Reservoir and the overhead water tank.***
- (g) Septic Tank.***
- (h) Lift.***
- (i) The undivided proportionate share of land herein above transferred, conveyed, granted and assured unto in favour of the purchaser and the proportionate right in common areas shall always remain impartible.***

**SCHEDULE "D" ABOVE REFERRED TO.**

*(Costs, expenses and outgoing and obligation for which all purchasers are to contribute proportionately)*

- (a) The expenses of maintaining, repairing, decorating and renewing, the main structure and in particulars the drains systems, septic tank, rain water discharge arrangement, water supply system, supply of electricity to all common areas, mentioned in the Schedule- "E" hereto.***
- (b) The expenses of repairing maintaining white washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the Schedule "E" above written.***
- (c) The cost of cleaning and lighting of the entrance of the building, passages and spaces around the building lobby, corridors, staircase and other common areas.***



*(d) Salaries, wages, fees, and remunerations of sweepers, Plumbers, electricians, caretakers or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.*

**SCHEDULE "E" ABOVE REFERRED TO.**  
**(Common Expenses)**

1. *ALL costs of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and also the outer walls of the building.*
2. *The salaries of all persons employed for the same purposes.*
3. *Insurance premium for insuring the building against earthquake, fire lighting, mob damage, civil commotion etc.*
4. *ALL charges and deposits for supplies of common utilities.*
5. *Municipal taxes and other outgoings save those separately assessed on the respective units.*
6. *Cost and charges of establishments for maintenance of the building and for watch and ward staff.*
7. *ALL litigation expenses for protecting the title of the land and building.*
8. *The office expenses incurred for maintaining the office for common purposes.*
9. *ALL other expenses and outgoings as are deemed by the owner to be necessary incidental for the regulating inter rights of the purchaser.*
10. *ALL expenses referred to above shall be borne by the purchasers on end from the date of taking charge and/ or possession of the respective units complete in all respect with operation/functioning of all common facilities attached to the Building.*

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

WITNESSES:

1.

**SRI PRIYOTOSH SANYAL, SMT.  
ARUNIMA DUTTA, SMT. SURANJANA CHATTOPADHYAY,**  
*represented by their constituted attorney of*

SIGNATURE OF THE OWNER/VENDOR.

2.

SIGNATURE OF THE DEVELOPER/  
CONFIRMING PARTY.

SIGNATURE OF THE PURCHASERS.

SWARNA REALTORS PVT. LTD.  
  
Director

*Drafted and prepared by me.*

**MEMO OF CONSIDERATION:**

RECEIVED of and from the within named purchasers the within in mentioned the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakhs) only as and by way of full and final prices or consideration of this indenture, in the manner as per memo below:-

A/C Payee Cheque No. Dated.	Bank & Branch.	Rupees.
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Total Rs. \_\_\_\_\_/-

(Rupees \_\_\_\_\_) only

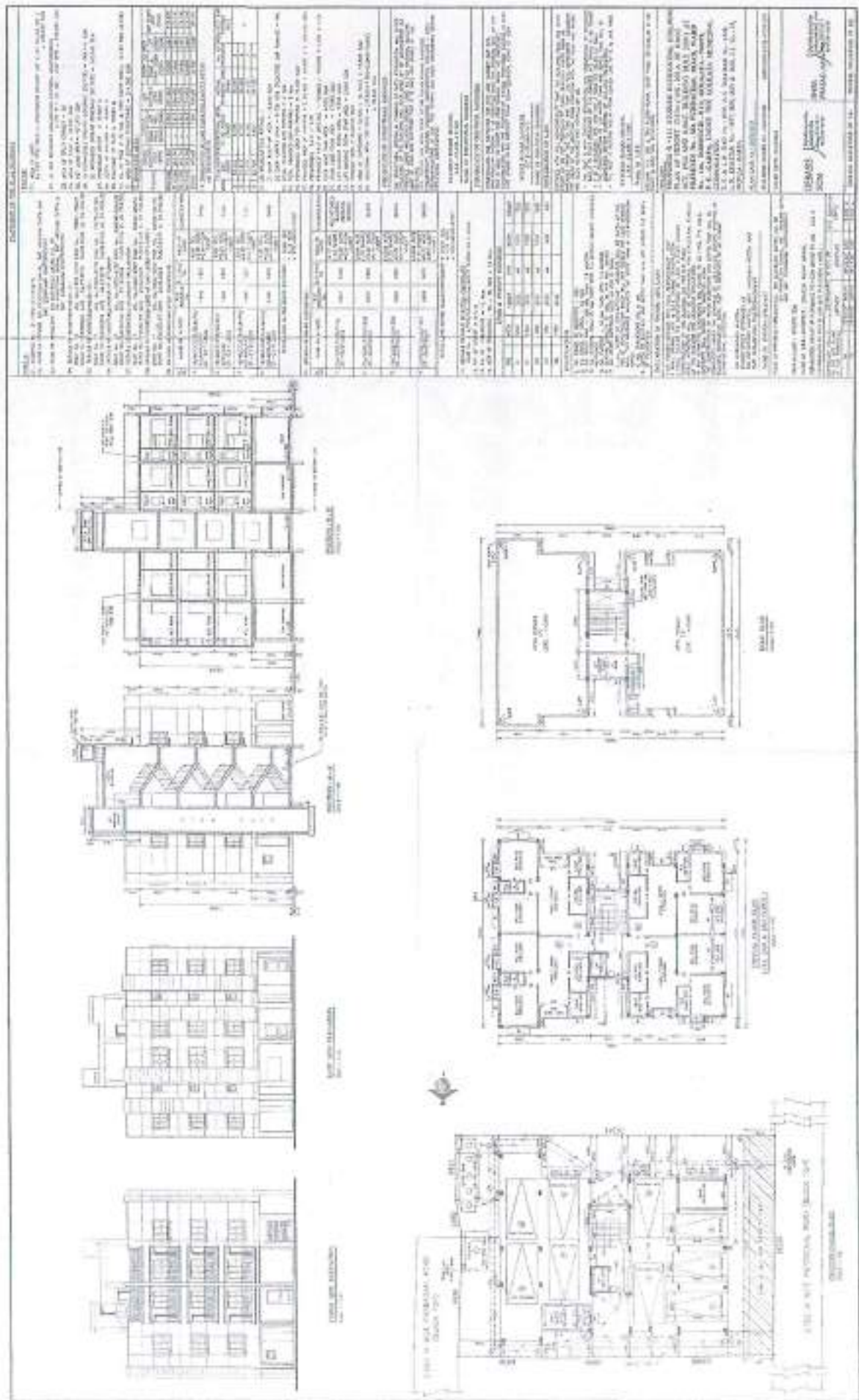
WITNESSES:

1.

2.

**SIGNATURE OF THE DEVELOPER.**

# Scheduli B'



PROJECT INFORMATION	
OWNER: [Illegible]	ARCHITECT: [Illegible]
DATE: [Illegible]	SCALE: [Illegible]
GENERAL NOTES	
1. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE BIDDING SPECIFICATIONS FOR BUILDINGS, N.C.A.A. HANDBOOK, AND THE NATIONAL BUILDING CODES, 1990 EDITION.	
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.	
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND THE APPROPRIATE AGENCIES.	
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.	
5. ALL UTILITIES SHALL BE EXPOSED AND RECORDED PRIOR TO THE START OF CONSTRUCTION.	
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.	
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.	
8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.	
9. ALL MATERIALS SHALL BE STORED AND HANDLED PROPERLY TO PREVENT DAMAGE.	
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.	
11. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND THE APPROPRIATE AGENCIES.	
12. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.	
13. ALL UTILITIES SHALL BE EXPOSED AND RECORDED PRIOR TO THE START OF CONSTRUCTION.	
14. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.	
15. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.	
16. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.	
17. ALL MATERIALS SHALL BE STORED AND HANDLED PROPERLY TO PREVENT DAMAGE.	
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.	
19. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND THE APPROPRIATE AGENCIES.	
20. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.	
21. ALL UTILITIES SHALL BE EXPOSED AND RECORDED PRIOR TO THE START OF CONSTRUCTION.	
22. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.	
23. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.	
24. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.	
25. ALL MATERIALS SHALL BE STORED AND HANDLED PROPERLY TO PREVENT DAMAGE.	
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.	
27. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND THE APPROPRIATE AGENCIES.	
28. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.	
29. ALL UTILITIES SHALL BE EXPOSED AND RECORDED PRIOR TO THE START OF CONSTRUCTION.	
30. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.	