

DEED OF CONVEYANCE

THIS INDENTURE made this _____ day of _____ Two Thousand
and Twenty-four (2024)

BY AND BETWEEN

For GHARBARI
Sanjay Kumar Roy
Proprietor

(1) **SMT. SWAPNA GHOSH, (PAN – ADJPG1210C)**, wife of Sri Tapan Ghosh and (2) **SRI TAPAN GHOSH, (PAN – ADJPG1209K)**, son of Late Upendra Nath Ghosh, both by faith – Hindu, both by Occupation – Service, both by Nationality – Indian, both are residing at Jadavpur Police Quarter, KB-16, 3rd floor, P.S. Jadavpur, Kolkata – 700 032, District – South 24-Parganas, hereinafter jointly called and referred to as the **OWNERS/VENDORS/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their legal heirs, executors, legal representatives, successors, administrators and assigns) of the **FIRST PART**. The **VENDORS** herein represented by their Constituted Lawful Attorney namely “**GHARBARI**”, (PAN – **AFPPR0028F**), a Proprietorship Firm, having its registered office at ‘SHAGUN’, 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700099, District – South 24-Parganas, represented by its sole Proprietor namely **SRI SANJEET KUMAR ROY, (PAN – AFPPR0028F)**, son of Sri Rabindra Prasad Roy, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at ‘SHAGUN’, 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700099, District – South 24-Parganas, by virtue of a registered General Power of Attorney dated 26.07.2013, registered at D.S.R. III, Alipore, South 24-Parganas and recorded into Book No.1, CD Volume No. 13, Pages from 7029 to 7044, Deed No. 06774 for the year 2013

A N D

(1) _____, (PAN – _____), (Aadhaar No. _____), son of _____, by Faith – _____, both by Occupation – _____, by Nationality – Indian, residing at _____, Post Office - _____, Police Station - _____, District – _____, Pin – _____, State - _____ and (2) _____, (PAN – _____), (Aadhaar No. _____), son of _____, by Faith – _____, both by Occupation – _____, by Nationality – Indian, residing at _____, Post Office - _____, Police Station - _____, District – _____, Pin – _____, State - _____, hereinafter jointly called and referred to as the “**PURCHASERS/ALLOTTEES**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, representatives, successors and assigns) of the **SECOND PART**

A N D

“GHARBARI”, (PAN – AFPPR0028F), a Proprietorship Firm, having its registered office presently at ‘SHAGUN’, 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700099, District – South 24-Parganas, formerly at 70(23/1), Purbachal Main Road, Post Office – Haltu, presently P.S. Garfa, (formerly P.S. Kasba), Kolkata – 700 078, District – South 24-Parganas, represented by its sole Proprietor namely **SRI SANJEET KUMAR ROY, (PAN – AFPPR0028F)**, son of Sri Rabindra Prasad Roy, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing at ‘SHAGUN’, 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700099, District – South 24-Parganas, formerly residing at 16/2D(98A), Kalikapur Road, P.O. Mukundapur, P.S. Garfa, Kolkata – 700 099, District – South 24-Parganas, hereinafter called and referred to as the **“PROMOTER/DEVELOPER/CONFIRMING PARTY”** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **THIRD PART**.

WHEREAS the Party of the **THIRD PART** is running Proprietorship business by a firm under the Trade Name of **“GHARBARI”** with the purpose of developing housing projects by way of construction of residential flats/flat and/or Car Parking Space and/or Shop and/or Office Space and sale thereof to the intending buyers at the price for consideration.

AND WHEREAS by virtue of a registered Deed of Sale dated 13.03.2002, registered in the office of the District Sub-Registrar - III, Alipore, South 24 Paraganas and recorded into Book No. I, Volume No.38, at pages 31 to 56, Being No.1545 for the year 2002, the **OWNER No.1** herein, namely **SMT. SWAPNA GHOSH**, purchased a piece and parcel of land measuring net land area 2 (Two) Cottahs 4 (Four) Chittacks 25 (Twenty five) Sq.ft. more or less within K.M.C. Ward No.109, situated in Mouza : Nayabad, J.L. No.25, Touzi No. 56, R.S. No.3, comprising in portion of R.S. Dag No.191, under R.S. Khatian No.131, within formerly Police Station – Kasba, thereafter Police Station – Purba Jadavpur, presently P.S. Panchasayar, District : South 24-Parganas, Additional District Sub-Registration Office, Sealdah, togetherwith all easement rights for a valuable

consideration from the previous Owner namely Sri Asok Kumar Sinha, son of Late Chandidas Sinha of 15/1, Ekdalia Place, Flat No.3, P.S. Gariahat, Kolkata – 700 019 and the **OWNER No.1** becomes the absolute Owner in respect of the aforesaid property.

AND WHEREAS after purchase the **OWNER No.1** mutated her name in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.1306, Nayabad, being Assessee No.31-109-08-1306-0, within Ward No.109, under formerly Police Station – Purba Jadavpur, presently P.S. Panchasayar, Kolkata – 700 099.

AND WHEREAS by virtue of a registered Deed of Sale dated 13.03.2002, registered in the office of the District Sub-Registrar - III, Alipore, South 24 Paraganas and recorded into Book No. I, Volume No.38, at pages 1 to 30, Being No.1544 for the year 2002, the **OWNER No.2** herein, namely **SRI TAPAN GHOSH**, purchased a piece and parcel of land measuring total net land area 3 (Three) Cottahs 01 (One) Chittack more or less within K.M.C. Ward No.109, situated in Mouza : Nayabad, J.L. No.25, Touzi No. 56, R.S. No.3, comprising in portion of R.S. Dag No.191, under R.S. Khatian No.131, under formerly Police Station – Kasba, thereafter Police Station – Purba Jadavpur, presently P.S. Panchasayar, District : South 24-Parganas, Additional District Sub-Registration Office, Sealdah, togetherwith all easement rights for a valuable consideration from the previous Owners namely Sri Suprakash Chandra Roy, son of Late Manish Chandra Roy and Smt. Sujata Roy, wife of Sri Suprakash Chandra Roy, both of 12, Anil Moitra Road, P.S. Gariahat, Kolkata – 700 019, land measuring an area of 2 (Two) Cottahs 10 (Ten) Chittacks 35 (Thirty five) Sq.ft. more or less and also from Sri Asok Kumar Sinha, son of Late Chandidas Sinha of 15/1, Ekdalia Place, Flat No.3, P.S. Gariahat, Kolkata – 700 019, land measuring an area of 6 (Six) Chittacks 10 (Ten) Sq.ft. more or less totaling land area measuring 3 (Three) Cottahs 01 (One) Chittack more or less and the **OWNER No.2** becomes the absolute Owner in respect of the aforesaid property.

AND WHEREAS after purchase the **OWNER No.2** mutated his name in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.866, Nayabad, being Assessee No.31-109-08-0866-0, in respect of land area measuring 2 (Two) Cottahs 10 (Ten) Chittacks 35 (Thirty five) Sq.ft. and K.M.C. Premises No.1306/1, Nayabad, being Assessee No.31-109-08-3166-9, in respect of land area measuring 6 (Six) Chittacks 10 (Ten) Sq.ft. and as the two plots were situated side by side and adjacent to

each other, the **OWNER No.2** amalgamated the said two premises into one plot of land and thereafter recorded the same in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.866, Nayabad, being Assessee No.31-109-08-0866-0, measuring net land area of 3 (Three) Cottahs 01 (One) Chittack more or less within Ward No.109, under formerly Police Station – Purba Jadavpur, presently P.S. Panchasayar, Kolkata – 700 099.

AND WHEREAS with the view to better enjoyment the **OWNERS No. 1 & 2** herein amalgamated their respective plots of land into a compact plot of land as the two plots of land are situated side by side and adjacent to each other and this amalgamation has been made by virtue of a registered Deed of Exchange dated 26.07.2013, registered in the office of District Sub Registrar – III, Alipore and recorded in Book No. 1, CD Volume No. 13, Pages from 6952 to 6966, Being No. 6772 for the year 2013 and by virtue of this amalgamation the present **OWNERS** herein became the absolute joint Owners of the entire plot of land measuring total land area 5 (Five) Cottahs 5 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less as per present physical measurement togetherwith two R.T. sheds measuring total area of 200 (Two hundred) Sq.ft. as described in the **SCHEDULE – A** below.

AND WHEREAS after amalgamation the **OWNERS** herein jointly mutated their names in the record of The Kolkata Municipal Corporation known and numbered as amalgamated Premises No.866, Nayabad, being Assessee No.31-109-08-0866-0, arising out of Premises No. 1306, Nayabad and Premises No. 866, Nayabad, in respect of amalgamated land area measuring 5 (Five) Cottahs 5 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less.

AND WHEREAS now the present **OWNERS** herein are the absolute joint recorded owners of the said land measuring net land area of 5 (Five) Cottahs 5 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less lying and situated at Mouza : Nayabad, J.L. No.25, Touzi No. 56, R.S. No.3, comprising in portion of R.S. Dag No.191, under R.S. Khatian No.131, within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 109, under formerly Police Station – Kasba, thereafter Police Station – Purba Jadavpur, presently P.S. Panchasayar, known as **K.M.C. Premises No. 866, Nayabad**, having Assessee No. 31-109-08-0866-0, Kolkata – 700 099, District – South 24-Parganasas

described in the **SCHEDULE – A** below and the present Owners herein have been enjoying their said land and property jointly without any interruption and hindrances by any body else.

AND WHEREAS the present **OWNERS** thereafter decided to develop the said land by constructing a Ground plus Four storied building with lift facility, comprising of a number of residential flats on the different floors, Car Parking Space/s on the ground floor but due to paucity of fund, lack of technical knowledge, experience in the field of construction, have decided to do the same by appointing a Developer, who is financially and technically sound to construct a Ground plus Four storied building with lift facility upon the aforesaid property as per the new sanction building plan to be sanctioned from The Kolkata Municipal Corporation at the cost of the Developer.

AND WHEREAS accordingly the present **OWNERS** herein jointly entered into a registered Development Agreement dated 26.07.2013, registered at D.S.R. III, Alipore, South 24-Parganas and recorded into Book No.1, CD Volume No. 13, Pages from 6952 to 6966, Deed No. 06772 for the year 2013, with the **DEVELOPER**, the Party of the **SECOND PART** herein and the **DEVELOPER** has also taken separate registered General Power of Attorney dated 26.07.2013, registered at D.S.R. III, Alipore, South 24-Parganas and recorded into Book No.1, CD Volume No. 13, Pages from 7029 to 7044, Deed No. 06774 for the year 2013, against the above mentioned Premises and in the said registered Development Agreement the entire Developer's Allocation and also the entire Owners' Allocation have been properly described.

AND WHEREAS thereafter the present **OWNERS/VENDORS** have filed an application before the Ld. B.L. & L.R.O. Office ATM Kasba for necessary Mutation in their names and the concerned B.L. & L.R.O. department mutated the above mentioned land and accordingly the names of the present **OWNERS No. 1 & 2** have been published in the L.R. Record of Right vide L.R. Khatian Nos. 1676 & 1677 respectively.

AND WHEREAS subsequently the said **DEVELOPER** has taken sanction of a Ground plus Four Storied Building plan with Lift facility from the K.M.C. Borough Office – XII, Vide sanctioned building Permit No. 2022120479 dated 30.01.2023 and now the Developer has developed the entire Premises through its Developer-Firm namely

“GHARBARI” and erected the building thereon as per the aforesaid sanctioned building plan.

AND WHEREAS the West Bengal Government introduced the **new Promoter and Builder Law** as per The West Bengal Real Estate (Regulation and Development) Act, 2016 and also The West Bengal Real Estate (Regulation and Development) Rules, 2021. The **DEVELOPER** has now taken the registration of this project under this Act and Building Rules vide Registration No. _____ dated _____ and the **DEVELOPER** has also taken registration of GST. As per said Act the registration of the flat shall be done on Carpet area which has been described in this deed accordingly.

AND WHEREAS the Flat and Car Parking Space as mentioned in the SCHEDULE - B below are of Developer's allocated portion and the **DEVELOPER** has received the entire sale proceeds i.e. consideration amount from the intending Purchaser herein.

AND WHEREAS during construction of the building the **PROMOTER/DEVELOPER** declared to sell the flats etc. with habitable use of the **DEVELOPER'S ALLOCATION** and the **PURCHASER** herein knowing the same and also after satisfaction of the title of the property agreed to purchase one residential **Apartment/Flat/Unit No. ____** **having carpet area of ____ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area ____ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of ____ Square Feet** corresponding to total built up area of unit ____ **Square Feet** and corresponding to total **Super built up/Saleable area of ____ Square Feet more or less** on the ____ **Floor, _____ side** of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. __** on the **Ground Floor** of the said building measuring an area of **135 Sq.ft.** more or less on satisfaction of the **PURCHASER** regarding the specification of the flat and its area and also right to use all common service area and other facilities and also right to use the common portions, space and right of common use of the common passage, stair-case, lift, landings etc. as well as roof for the service purpose and the other necessary easement rights as described in the **SCHEDULE “C”** hereunder written and undivided proportionate share of land as described in the **SCHEDULE “A”** below.

AND WHEREAS both the **VENDORS** and the **PROMOTER/DEVELOPER** agreed to sell and convey the said **Flat No. ____** and the **PURCHASER** agrees to purchase the said **Flat No. ____** situated on the **_____ Floor, _____ side** of the building togetherwith **one Car parking Space No. ____** on **Ground Floor** of the said building as described in the **SCHEDULE “B”** below togetherwith undivided proportionate share of land as described in the **SCHEDULE “A”** below and also right to use all common rights and facilities as described in the **SCHEDULE “C”** for a total consideration price of **Rs. _____ /- (Rupees _____) only** free from all encumbrances, liabilities, whatsoever, which is under **PROMOTER/DEVELOPER /CONFIRMING PARTY’S Allocation.**

AND WHEREAS the **PROMOTER/DEVELOPER** entered into an Agreement for Sale dated _____, with the **PURCHASER** and the **DEVELOPER** has agreed to sell the **PURCHASER** the said **Apartment/Flat/Unit No. ____** having carpet area of **_____ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area **_____ Square Feet** excluded from total carpet area) aggregating to **net carpet area of _____ Square Feet** corresponding to total built up area of unit **_____ Square Feet** and corresponding to total **Super built up/Saleable area of _____ Square Feet more or less** on the **_____ Floor, _____ side** of the building and the flat is consisting of **3** Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, **2** Toilet, **1 W.C.** and **2** Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ____** on the **Ground Floor** of the said building measuring an area of **135 Sq.ft.** more or less and the **PROMOTER/DEVELOPER** herein has agreed to sell the **PURCHASER ALL THAT** said **Flat No. ____** situated on the **_____ Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building as described in the **SCHEDULE “B”** hereunder written right to use all common rights and common services as described in the **SCHEDULE “C”** below and undivided proportionate share of land morefully as described in the **SCHEDULE “A”** and the said flat alongwith the balcony of the building has been built up in accordance with the said sanctioned residential building plan and discuss to acquire and possess the said flat togetherwith one Car Parking Space of **Rs. _____ /- (Rupees _____) only** for a total consideration towards the proportionate cost of land and cost of construction of the said flat togetherwith Car Parking Space and the entire cost of the said flat togetherwith Car Parking Space have been taken

only by the **PROMOTER/DEVELOPER** as the said flat and Car Parking Space is of Developer's Allocation.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale dated _____, in consideration of the said sum of **Rs. _____ /- (Rupees _____) only** of which the entire consideration of **Rs. _____ /- (Rupees _____) only** paid by the **PURCHASER** to the **CONFIRMING PARTY/DEVELOPER** on or before execution of this Deed only on different dates as described in the Memo of Consideration of which receipts have been issued totalling **Rs. _____ /- (Rupees _____) only** and the receipt whereof the **PROMOTER/DEVELOPER** hereby acknowledges and admits and/or for the same and every part thereof both truly acquit release and forever discharge the **PURCHASER** of all his liabilities thereof and it is noted that the entire consideration money of **Rs. _____ /- (Rupees _____) only** against the said flat and Car Parking have been received by the **DEVELOPER/ CONFIRMING PARTY** and both the **VENDORS** and the **CONFIRMING PARTY/DEVELOPER** as beneficial owners and party respectively do hereby grant, convey, transfer, assigns, assure unto the said **PURCHASER** free from all encumbrances **ALL THAT** the undivided proportionate share of interest in the said land morefully and more particularly described in the **SCHEDULE "A"** hereunder written together with a complete **Apartment/Flat/Unit No. ____ having carpet area of ____ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area **____ Square Feet** excluded from total carpet area) aggregating to **net carpet area of ____ Square Feet** corresponding to total built up area of unit **____ Square Feet** and corresponding to total **Super built up/Saleable area of ____ Square Feet more or less** on the **_____ Floor, _____ side** of the building and the flat is consisting of **3** Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, **2** Toilet, **1 W.C.** and **2** Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ____ on the Ground Floor** of the said building measuring an area of **135 Sq.ft.** more or less as described in the **SCHEDULE "B"** below and undivided proportionate share of land as mentioned in the **SCHEDULE "A"** hereunder written constructed at the cost and expenses of the **PURCHASER TO HAVE AND TO HOLD** the said Flat togetherwith right to use the undivided share of land, staircases, common-land, roof of the building, water supply lines and other common paths and drains and sewerages, equipments and installation and

fixture and passages and stair appertaining to the said building situated at **K.M.C. Premises No. 866, Nayabad, within Ward No. 109**, under formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata – 700 099, District – South 24-Parganas, as mentioned in the **SCHEDULE “B” AND “C”** hereunder written herein comprised and hereby granted conveyed, transferred, assigned and assured and every part or parts thereof respectively together with there and every or their respective rights and appurtenance whatsoever unto the said **PURCHASER** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER** with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said complete **Flat No. ____** situated on the **_____ Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building and right to use all common rights and proportionate land share as morefully described in the **SCHEDULE “B” AND “C”** hereunder written.

AND IT IS HEREBY AGREED AMONG THE OWNERS/VENDORS, PROMOTER/DEVELOPER /CONFIRMING PARTY AND THE PURCHASER :-

1. The **PURCHASER** shall be entitled to all rights, privilege vertical and lateral supports easements quasi easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said **Flat No. ____** situated on the **_____ Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building for usually hold used occupied or enjoyed or reputed so to be or known as part and parcel thereof or appertaining thereto.
2. The **PURCHASER** shall be entitled to the right of access in common with the **OWNERS/VENDORS** and/or other occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the said building.
3. The **PURCHASER** and **his/her** agents and nominees shall also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said **Flat No. ____** situated on the **_____ Floor, _____ side** of the building together with right to park **1**

(One) medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building pathways comprised with the said building and Premises or passages and that nothing therein contained the **VENDORS/PROMOTER/DEVELOPER** shall permit the **PURCHASER** or any person deriving title under the purchase but the **PURCHASER** or **his/her** servants nominees, employees invitees shall not obstruct the common portion of the building in any way by parking vehicles, deposit of materials, rubbish or otherwise to any other flat owners of the building or holding including the **VENDOR**.

4. The **PURCHASER** shall have the right of protection of the said flat to be kept safe and perfect of all portions of the said **Flat No. ____** situated on the _____ **Floor, _____ side** of the building including the entire premises.
5. The **PURCHASER** shall also be entitled to the right of passage in common as aforesaid of taking, gas, electricity water to the said flat through pipes drains, wires and common spaces lying or being under or through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said flat for the purpose whatsoever.
6. The **PURCHASER** shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such as pipes, drains and common spaces aforesaid and for the purpose of building repair or cleaning part or part of the said **Flat No. ____** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building.

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

1. That the **VENDORS** have the absolute authority of the land and so the **VENDORS** have good rightful power and absolute authorities to grant, convey, transfer, assign and assure the undivided proportionate share of land pertaining to the said **Flat No. ____** situated on the _____ **Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building and also together with right to

use common stair-case and other common portions/parts and open spaces, paths and passages in the said building.

2. It shall be lawful for the **PURCHASER** from time to time and at all times hereafter to enter into and upon hold and enjoy the said **Apartment/Flat/Unit No. ____ having carpet area of ____ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area ____ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of ____ Square Feet** corresponding to total built up area of unit ____ **Square Feet** and corresponding to total **Super built up/Saleable area of ____ Square Feet more or less** on the ____ **Floor, _____ side** of the building and the flat is consisting of **3** Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, **2 Toilet**, **1 W.C.** and **2** Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. ____** on the **Ground Floor** of the said building measuring an area of **135 Sq.ft.** more or less and right of use all common open places and other services of the building with stair cases and other common parts and passages in the said building and every part thereof morefully described in the **SCHEDULE "B" AND "C"** hereunder written and to receive the rents, issues and profits thereof and have full power, right and authority to sell, transfer, mortgage, lease, dispose of the said flat and balcony without any interruption disturbances claims or demands whatsoever from or by the **VENDORS** or **CONFIRMING PARTY** herein of any person or persons claiming through under or in the trust for them.
3. The said Flat on ____ **Floor, _____ side** being **Flat No. ____** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever.
4. The **VENDORS** and the **CONFIRMING PARTY** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASER** makes do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said proportionate undivided share of land pertaining to

the said **Flat No. ____** situated on the _____ **Floor, _____** **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building and also togetherwith common stair case and other common open parts and services, paths and passages respectively and every part thereof unto the **PURCHASERS** in manner aforesaid as shall or may be reasonably required **AND** that the **VENDORS** and/or **CONFIRMING PARTY** shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the **PURCHASER** produce or cause to be produced to the **PURCHASER** or to her attorney or agent at any trial, commission, examination or otherwise occasion shall require any of the Deed or Deeds, Documents and writings which are in their possession or power relating to the said undivided proportionate share of land and the **CONFIRMING PARTY** shall deliver to the **PURCHASER** all the attested or other copies of extract and/or from the said deeds, documents and writings.

THE PURCHASER DO HEREBY COVENANT WITH THE OWNERS/ VENDORS AND THE DEVELOPER/CONFIRMING PARTY AS FOLLOWS:-

1. So long as the said **Flat No. ____** situated on the _____ **Floor, _____** **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building along with all common rights and common expenses as described in the **SCHEDULE "B", "C" AND "D"** hereunder written shall not be separately assessed the said **PURCHASER** shall pay from the date of execution of the Deed of Conveyance and/or occupations taken by the **PURCHASER** whichever date is earlier, the proportionate share of Municipal taxes as per apportionment to the extent of the said flat to be made by the **VENDORS** and the **CONFIRMING PARTY** jointly and they also pay the building taxes to the State Government if any proportionately as apportioned by the said **VENDORS** only to the extent of the **PURCHASER'S** flat as mentioned in the **SCHEDULE-'B'** below.
2. The **PURCHASER** shall pay all taxes, rates impositions and other outgoings in respect of the said flat proportionately as may be imposed by the K.M.C. and/or the

Central or State Government and shall also pay all such fees or charges or any other taxes or payment of similar nature.

3. The **PURCHASER** shall contribute and pay from time to time and at all times hereafter the proportionate share towards cost expenses, outgoings and maintenance in respect of the enjoyment of the common amenities and common expenses as specified by the Association of the flat owners of the Premises and the same shall be conclusive final and binding on the **PURCHASER** and other flat owners of the building.
4. The **PURCHASER** shall maintain the said **Flat No.** ____ situated on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No.** ____ on the **Ground Floor** of the said building at her own cost in the same good condition (reasonable wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the Government both central and State, the K.M.C. and/or any other Authorities and Local Bodies and also particulars to observe and maintain such rules, Bye-laws framed by Association of Flat Owners for the protection of the building.
5. The said **PURCHASER** doth hereby covenant to keep her said flat inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions and in good repair.
6. The said **PURCHASER** shall not make any such construction of structural alteration of any portion of the building causing any damages to other flats or causing obstruction to other owners of the flats of the building.
7. The said **PURCHASER** shall at her own costs and expenses fix up separate meter connection or meters in the said flat and balcony for electricity power connection to be consumed in the said flat by the **PURCHASER** and the **PURCHASER** shall pay all rates and taxes which may be imposed by the proper authority. The **PURCHASER** shall be entitled to make such interior construction and decoration for her necessities like racks, storage space, gas cylinder spaces, cooking racks etc., without causing any damages to the building.

8. The **PURCHASER** shall have full right and authority to sell, transfer, convey, mortgage, Gift, charges, lease or in any kind of encumber or deal, or dispose of **his/her** flat and Car Parking Space and/or **his/her** possession or to assign let out or part with this interest possession or benefit of her said **Flat No. ____** situated on the **____ Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building or any part thereof provided the transferee shall agree in writing to observe and perform the covenants herein contained and rules and Bye-laws relating to the said building to be framed by the Association.
9. The **PURCHASER** shall have to carry out the necessary repair which may be pointed out by the Association to be formed as per W.B. Apartment Ownership Act, 1972 to extent of the said flat and balcony which will be applicable to the all the flat owners.
10. The **PURCHASER** shall not use nor caused to be used the said **Flat No. ____** situated on the **____ Floor, _____ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. ____** on the **Ground Floor** of the said building and or any part thereof in such manner which may likely to cause nuisance or annoyance to the occupants of other flats of the said building or to the owners or occupiers of adjoining or neighbouring properties nor shall use the same for any illegal or immoral purposes or as a restaurant, workshop and godown.
11. Save and except the said flat and Car Parking Space sold herein, the said **PURCHASER** shall have no claim or right of any nature or kind over or in respect of any other flat and **he/she** shall have right to use open spaces and lobbies, stair-case as well as for the purpose of services or the ultimate roof of the building in common with other Flat owners morefully specified in the **SCHEDULE "C"** hereunder written.
12. The said **PURCHASER** shall not bring keep or store in or any part of the said flat inflammable combustible substance or articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.

13. The **PURCHASER** herein alongwith other Purchaser(s) of the Car Parking Space of the building shall use **his/her** individual Car Parking Space by mutual understanding at the time of egress and ingress of his individual Cars without raising objection or creating any hindrances to other Owners of the Car Parking Space on the Ground Floor of the building. The **PURCHASER** shall have no right title or interest in any other flat except Schedule – B flat and Car Parking Space and open land, if any of the said building excepting the using and holding right of the roof along with **his/her** Co-Purchasers. The **PURCHASER** hereby declares that **he/she** shall not raise any objection if the **DEVELOPER** and the **OWNERS/VENDORS** sell the unsold Car Parking Space/s to any Third Party and/or if the Car Parking Spaces are not sold the same shall be used by the **DEVELOPER** at **his/her** will.
14. The **PURCHASER** shall have to pay the monthly maintenance and also the cost of the maintenance/repair of the lift time to time to be fixed up by the flat Owners or by the Association of the Flat Owners of the building to be formed later on and the **PURCHASER** shall have to abide by the decision of the Association.
15. The **PURCHASER** shall use the said flat and Car Parking Space as residential purpose only and keep the peace of the building without creating any nuisance or sound pollution.
16. That the save as the said flat and Car Parking Space and properties proportionate land herein morefully contained the **PURCHASER** shall have no right title or interest in any other flat and open land of the said building excepting the using right of the roof along with **his/her** Co-Purchasers. The **PURCHASER** hereby declares and confirms that **he/she** has already received the physical possession of the said flat and Car Parking Space from the **OWNERS/VENDORS** with full satisfaction as regards the super built-up area, title of the entire property and construction of the said building.
17. On and from the date of taking physical possession/registration/Completion Certificate whichever is earlier the **PURCHASER** shall have to pay the necessary monthly maintenance charges of the building & also lift and proportionate taxes of their portion of the property as mentioned in the **SCHEDULE – E** below. The **THIRD PART/ DEVELOPER** will be responsible for all types of taxes, duties

and charges for the said flat and Car Parking Space as described in the **Schedule – B** below upto the date of handing over of physical possession or registration or Completion Certificate whichever is earlier. The said charges, maintenance etc. shall be fixed up and decided by the association of the Flat Owners of the building to be formed later on and the **PURCHASER** shall become the members of that association and also have to abide by the decision of the association as well as restrictions of the building as mentioned in the **SCHEDULE – D** below.

AND FURTHER more that the **VENDORS** and the **CONFIRMING PARTY** and all their heirs executors and administrators representatives shall at all times hereinafter indemnify and keep indemnified the **PURCHASER** and his/her heirs and executors, administrators and assigns against loss, damages, costs, charges expenses, if it is suffered by reasons of any defect in the title of the **VENDORS** and the **CONFIRMING PARTY** or any breach of the covenants hereafter contained. Simultaneously, with the execution and registration of the conveyance of the said flat together with one Car Parking Space the **VENDORS** and the **DEVELOPER** shall hand over the **PURCHASER** the necessary Xerox copies of documents such as The Kolkata Municipal Corporation Tax Receipts, copy of the sanctioned building plan, copies of all other deeds etc. for perfection of the **PURCHASER'S** title.

THE SCHEDULE ABOVE REFERRED TO
SCHEDULE - 'A'

ALL THAT piece and parcel of a plot of 'Bastu' land measuring an area of **5 (Five) Cottahs 5 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less** whereon a new Ground plus Four storied building with Lift facility shall be erected under name and style "**DEVDEEP Abasan**" as per sanctioned building Permit No. 2022120479 dated 30.01.2023 duly sanctioned by The Kolkata Municipal Corporation Borough Office – XII, situated in Mouza : Nayabad, J.L. No.25, Touzi No. 56, R.S. No.3, comprising in portion of R.S. Dag No.191, under R.S. Khatian No.131, corresponding to L.R. Dag No.191, under L.R. Khatian Nos. 1676 & 1677, within the jurisdiction of The Kolkata Municipal Corporation, **Ward No. 109**, within formerly Police Station – Kasba, thereafter Police Station – Purba Jadavpur, presently P.S. Panchasayar, known as The Kolkata Municipal Corporation **Premises No.866, Nayabad**, having Assessee No. 31-109-08-0866-0, District – South 24-Parganas and the entire property is butted and bounded by :

<u>ON THE NORTH</u>	:	Land of Plot No.190 and Plot No.191;
<u>ON THE SOUTH</u>	:	30'-0" wide K.M.C. Road;
<u>ON THE EAST</u>	:	Land of Plot No.165 ;
<u>ON THE WEST</u>	:	Land of Plot No.168 being Premises No. 3366, Nayabad.

SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT piece and parcel of one residential **Apartment/Flat/Unit No. ____** **having carpet area of ____ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area ____ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of ____ Square Feet** corresponding to total built up area of unit ____ **Square Feet** and corresponding to total **Super built up/Saleable area of ____ Square Feet more or less** on the ____ **Floor, _____ side** of the building and the flat is consisting of **3** Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, **2** Toilet, **1 W.C.** and **1** Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. __** on the **Ground Floor** of the said building measuring an area of **135 (One hundred and Thirty-Five) Sq.ft.** more or less at “ **DEVDEEP Abasan** ” and also together with proportionate undivided share of land measuring an area of **5 (Five) Cottahs 5 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less**, situated in Mouza : Nayabad, J.L. No.25, Touzi No. 56, R.S. No.3, comprising in portion of R.S. Dag No.191, under R.S. Khatian No.131, corresponding to L.R. Dag No.191, under L.R. Khatian Nos. 1676 & 1677, within the jurisdiction of The Kolkata Municipal Corporation, **Ward No. 109**, within formerly Police Station – Kasba, thereafter Police Station – Purba Jadavpur, presently P.S. Panchasayar, known as The Kolkata Municipal Corporation **Premises No.866, Nayabad**, District – South 24-Parganas and the sold Flat together with Car Parking Space is shown in the annexed Plan by Red border line.

SCHEDULE 'C' ABOVE REFERRED TO **(COMMON RIGHTS AND SERVICES)**

1. All stair-cases on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.

3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Roof of the building is for the purpose of common services and parapet wall on the roof.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Electricity service and electricity main line wirings and common electric meter space and lighting and main electric meter.
8. Drainages and sewerages of the building.
9. Boundary walls and main gate of the Premises.
10. Such other common parts, alike, equipments, installations, fixtures, and fittings and open spaces in or about the said building.
11. Vacant space, Watch Man's room and W.C. in the Ground Floor of the building.
12. Lift of the building.
13. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.

SCHEDULE – 'D' ABOVE REFERRED TO
(RESTRICTIONS)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing

Home, Amusement or entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

2. The **PURCHASERS** shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
3. The **PURCHASERS** shall not decorate the exterior of the said building otherwise than in a manner agreed by the Owner or in a manner as near as may be in which the same was previously decorated.
4. The **PURCHASERS** shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the **PURCHASERS** shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
5. The **PURCHASERS** shall permit the Owner and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Owner to the **PURCHASERS**.
6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof
8. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
9. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat

which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Owner may affect the elevation in respect of the exterior walls of the said buildings.

10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner and with the sanction of The Kolkata Municipal Corporation and/or concerned authority.
11. Not to use the allocated Car Parking Space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, and shall use the pathways as would be decided by the Owner.
13. Not to commit or permit to be committed any waste or to remove or alter the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Flat No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor Taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
14. Not to install any generator without permission in writing of the Owners.
15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance To the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the **PURCHASERS** in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

THE SCHEDULE “E” ABOVE REFERRED TO
(MAINTENANCE /COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Premises Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owners may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require

statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.

12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
16. The Purchase maintenance and renewal of fire fighting appliances, if required and the common equipment as the Owners may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Holding Organisation it is reasonable to provide.

IN WITNESS WHEREOF the parties have put their signature hereto the day, month and year first above written.

SIGNED, SEALS AND DELIVERED by the within the names **PARTIES** at Calcutta in the presence of :

1.

As Constituted lawful attorney of Smt.
Swapna Ghosh and Sri Tapan Ghosh,
the Owners/Vendors herein.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE PROMOTER
DEVELOPER/CONFIRMING PARTY

MEMO OF CONSIDERATION

RECEIVED the sum of Rs. _____ /- (**Rupees** _____) only from the within mentioned **PURCHASERS** against the within mentioned Apartment/Flat/Unit No. _____ on the _____ **Floor**, _____ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No.** _____ on the **Ground Floor** of the said building being Part of **K.M.C. Premises No. 866, Nayabad, within Ward No. 109, Kolkata - 700 099**, District – South 24-Parganas, in the manner followings :-

Sl. No	Cheque No./Draft No.	Date	Name of the Bank & Branch	Amount (Rs.)

Total : Rs. _____

(Rupees _____) only
WITNESSES :

1.

For GHARBARI
Sanjay Kumar Roy
Proprietor

SIGNATURE OF THE PROMOTER
DEVELOPER/CONFIRMING PARTY

2.

DATED THIS	DAY OF	2024
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BETWEEN

1. SMT. SWAPNA GHOSH
2. SRI TAPAN GHOSH

OWNERS/VENDORS

A N D

PURCHASER

A N D

“GHARBARI”

PROMOTER/DEVELOPER/
CONFIRMING PARTY

DEED OF CONVEYANCE
