

-: DEED OF CONVEYANCE :-

**This Deed of Conveyance is made on thisday
of Two Thousand Twenty Four (2024)**

Between

Cont.....2

(1) **SMT. KRISHNA GHOSH**, wife of Late Subrata Ghosh, by faith - Hindu, by Occupation - Housewife, by nationality - Indian, PAN - **BHUPG2021H**, residing at 23, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (2) **MS. SUDESHNA GHOSH**, daughter of Late Subrata Ghosh, by faith - Hindu, by Occupation - Homemaker, by nationality - Indian, PAN - **BHOPG1171N**, residing at 23, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (3) **SMT. SOVONA GHOSH**, wife of Late Buddhadeb Ghosh, by faith - Hindu, by Occupation - Housewife, by nationality - Indian, PAN - **CDNPG7054E**, residing at 23/C, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (4) **MS. SUMONA GHOSH**, daughter of Late Buddhadeb Ghosh, by faith - Hindu, by Occupation - Homemaker, by nationality - Indian, PAN - **BHYPG3410L**, residing at 23/C, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (5) **SMT. SEBONA GHOSH ROY CHOWDHURY**, wife of Sri Subrata Roy Chowdhury, by faith - Hindu, by Occupation - Housewife, by nationality - Indian, PAN - **ATQPG4749M**, residing at Ananda Bhaban, Block - A, Gr. Floor, Flat No. 3, 40, Purnachandra Mykherjee Road, Halde Kalibari, P.O. Panihati, P.S. Khardaha, District - North 24parganas, Pin - 700114, hereinafter called and referred to as the "**VENDORS**" duly represented by their constituted attorney "**RAHAMAN CONSTRUCTION**" a partnership firm, having its office at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, PAN - **ABHFR5437Q**, represented by its partners namely (1) **MR. ARZADA RAHAMAN**, son of Late Khaer Ali Mallick, by faith - Islam, by occupation - Business, by Nationality - Indian, PAN - **ADFPR2485Q**, residing at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (2) **MR. SAFFIUR RAHAMAN**, son of Late Khaer Ali Mallick, by faith - Islam, by occupation - Business, by Nationality - Indian, PAN - **AUHPR3549L**, residing at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (3) **SRI TAPAS KUMAR DAS**, son of Sri Sukumar Das, by faith - Hindu, by occupation - Business, by Nationality - Indian, PAN - **AFJPD2976C**, residing at 3, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (4) **SRI SURAJIT GHOSH**, son of Sri Satyajit Ghosh, by faith - Hindu, by occupation - Business, by Nationality - Indian, PAN - **ALPPG2392B**, residing at 863, Kotrung Govt. Colony, 2No. Kansari Para, P.O. Hindmotor, P.S. Uttarpara, District - Hooghly, Pin - 712233, (which term and/or expression unless excluded by or

repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, successors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

AND

"RAHAMAN CONSTRUCTION" a partnership firm, having its office at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, PAN - **ABHFR5437Q**, represented by its partners namely (1) **MR. ARZADA RAHAMAN**, son of Late Khaer Ali Mallick, by faith - Islam, by occupation - Business, by Nationality - Indian, PAN - **ADFPR2485Q**, residing at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (2) **MR. SAFFIUR RAHAMAN**, son of Late Khaer Ali Mallick, by faith - Islam, by occupation - Business, by Nationality - Indian, PAN - **AUHPR3549L**, residing at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (3) **SRI TAPAS KUMAR DAS**, son of Sri Sukumar Das, by faith - Hindu, by occupation - Business, by Nationality - Indian, PAN - **AFJPD2976C**, residing at 3, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (4) **SRI SURAJIT GHOSH**, son of Sri Satyajit Ghosh, by faith - Hindu, by occupation - Business, by Nationality - Indian, PAN - **ALPPG2392B**, residing at 863, Kotrung Govt. Colony, 2No. Kansari Para, P.O. Hindmotor, P.S. Uttarpara, District - Hooghly, Pin - 712233, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the proprietorship firm itself, for the its successors-in-office, executors, administrators and permitted assigns) of the **SECOND PART**.

AND

SRI/SMT. _____, son/wife/daughter of _____, by Faith - _____, by Occupation - _____, by nationality - Indian, PAN - _____, residing at _____, P.O. _____, P.S. _____, District - _____, Pin - _____, State _____, hereinafter called and referred to as the **"PURCHASER/S"** (which term and/or expression unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, successors, administrators, legal representatives and/or assigns) of the **THIRD PART**.

WHEREAS:-

1. **ALL THAT** piece and parcel of Bastu land measuring about **05 Cottahs 00 Chattaks 10 sq. ft.** together with building standing thereon, lying at Mouza - Konnagar, J.L. No. 7, comprised in R.S. Dag No. 7696 under R.S. Khatian No. 3653, corresponding to L.R. Dag No. 11735 under L.R. Khatian Nos. 13400 & 15562 being municipal holding No. 23, S. C. Deb Lane, P.O. Konnagar, within the ambit of Konnagar Municipality under P.S. Uttarpara, District - Hooghly more fully described in the Schedule written hereunder along with other properties previously owned occupied and possessed by **(1) Smt. Lilabati Basu**, wife of Late Sarat Chandra Basu **(2) Sri Jyotirmoy Basu**, **(3) Sri Ajit Kumar Basu**, both sons of Late Sarat Chandra Basu.
2. By virtue of Registered Bengali Kobala executed and registered at Serampore Sub-Registry Office incorporated in Book No. 1, Volume No. 24, Pages from 171 to 176 bearing Deed No. 1764 dated 13-03-1956, **(1) Smt. Lilabati Basu**, **(2) Sri Jyotirmoy Basu**, **(3) Sri Ajit Kumar Basu**, Vendors therein jointly sold, transferred and conveyed the land measuring about **05 Cottahs 00 Chattaks 10 sq. ft.** more fully described in the 1st Schedule written hereunder along with other properties unto and in favour of **Sudhir Kumar Ghosh**, son of late Girish Chandra Ghosh.
3. While possessing the same the said Sudhir Kumar Ghosh duly mutated his name in the Konnagar Municipality and the property was identified as municipal holding No. 23, S. C. Deb Lane, Konnagar and also incorporated his name in the record of rights which is more fully mentioned in the schedule hereinafter.
4. By virtue of registered deed of Settlement, dated 05-01-1984, executed and Registered at Serampore Sub-Registry office incorporated in Book No. 1 volume No. 11 pages from 36 to 41 bearing deed No. 78, **Sudhir Kumar Ghosh** Settlor therein transferred the property more fully described in the Schedule written hereunder unto and in favour of **Buddhadeb Ghosh** being the Settlee No. 1 acquired the "**KA**" Scheduled Property & **Subrata Ghosh** being the Settlee No. 2 acquired the "**KHA**" Scheduled Property absolutely & forever.

5. After the demise of **Sudhir Kumar Ghosh** the aforesaid legal heirs in terms of said deed of Settlement acquired the Schedule mentioned property beside the allocation of **Subrata Ghosh** who had been separately allotted another portion in the said Deed of Settlement demarcated and distinguished therein.
6. By virtue of another registered Deed of Settlement, dated 05-01-1984, executed and registered at Serampore Sub-Registry Office, incorporated in Book No. 1, volume No. 8 pages from 141 to 145 bearing deed No. 98, **Sudhir Kumar Ghosh**, Settlor therein transferred the remaining property more fully described in the Schedule written hereunder unto in favour of **Puspa Ghosh** mentioned therein as Settee.
7. After the demise of **Sudhir Kumar Ghosh** the aforesaid legal heirs in terms of said deed of Settlement acquired the Schedule mentioned property, beside the allocation of **Puspa Ghosh** who had been allotted portion in the said Deed of Settlement demarcated and distinguished therein.
8. By virtue of a registered Deed of Gift dated 23-07-1994, executed and registered at Serampore Sub-Registry Office, incorporated in Book No. 1, volume No. 58 pages from 107 to 114 bearing deed No. 2845, **Smt. Puspa Ghosh**, Donor therein transferred the property more fully described in the Schedule written hereunder unto in favour of **Subrata Ghosh** mentioned therein as Donee.
9. By virtue of aforesaid two Deed of Instrument **Subrata Ghosh** become the Owner of the Scheduled Property written hereunder and mutated his name in the assessment roll of Konnagar Municipality and paid relevant rent rate taxes and other statutory imposition therein and the said property is renumbered as 23/A, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, and District - Hooghly since mutation.
10. Said **Subrata Ghosh** while being in exclusive possession of the property last breathed on 11-04-2021 leaving behind his following heirs namely (1) **Smt. Krishna Ghosh** (wife) (2) **Ms. Sudeshna Ghosh**, (daughter) succeeded above referred schedule property by virtue of inheritance in accordance with the provision of Hindu succession act 1956.

11. (1) **Smt. Krishna Ghosh (2) Ms. Sudeshna Ghosh**, in the prescribed manner become the Owners of the aforesaid property, duly mutated their names in the Konnagar Municipality as well as L.R. Record of Right and paid relevant Rent, revenue, taxes and statutory imposition therein.
12. (1) **Smt. Krishna Ghosh (2) Ms. Sudeshna Ghosh** are the absolute Owners in respect of the property measuring more or less **05 Cottahs 00 Chattaks 10 sq. ft.** together with building standing thereon, lying at Mouza - Konnagar, J.L. No. 7, comprised in R.S. Dag No. 7696 under R.S. Khatian No. 3653, corresponding to L.R. Dag No. 11735 under L.R. Khatian Nos. 19875 & 19876 being municipal holding No. 23 S. C. Deb Lane, P.O. Konnagar, within the ambit of Konnagar Municipality, under P.S Uttarpara, Additional District Sub-Registry Office at Uttarpara, in the District - Hooghly, more fully referred in the Schedule written hereunder specifically mentioned in the **First Schedule** written hereunder.

AND WHEREAS:-

1. By virtue of aforesaid Deed of Settlement **Buddhadeb Ghosh** become the Owner of the Scheduled Property written hereunder and mutated his name in the assessment roll of Konnagar Municipality and paid relevant rent rate taxes and other statutory imposition therein.
2. Said **Buddhadeb Ghosh**, son of Late Sudhir Kumar Ghosh, died intestate on 15-05-2021 leaving behind his heir/ heiress, successors, and legal representatives namely (1) **Smt. Sovona Ghosh** (wife) (2) **Ms. Sumona Ghosh**, (3) **Smt. Sebona Ghosh Roy Chowdhury** (two daughters) succeeded all that property measuring 04 Cottahs 00 Chattak 19 sq. ft. and out of that each of them having more or less 01 Cottahs 05 Chattaks 21.33 sq. ft.
3. (1) **Smt. Sovona Ghosh (2) Ms. Sumona Ghosh**, along with other in the prescribed manner become the Owners of the aforesaid property, duly mutated their names in the Konnagar Municipality as well as L.R. Record of Right and paid relevant Rent, revenue, Taxes and statutory imposition therein.
4. (1) **Smt. Sovona Ghosh (2) Ms. Sumona Ghosh**, are the absolute Owners in respect of the property measuring more or less **02 Cottahs 10 Chattaks 42.67 sq. ft.** together with building standing thereon, lying at Mouza - Konnagar, J.L. No. 7, comprised in R.S. Dag No. 7696 under R.S. Khatian No. 3653, -----

corresponding to L.R. Dag No. 11735 under L.R. Khatian Nos. 19877 & 19788 being municipal holding No. 23 S. C. Deb Lane, P.O. Konnagar, within the ambit of Konnagar Municipality, under P.S Uttarpara, Additional District Sub-Registry Office at Uttarpara, in the District - Hooghly more fully referred in the Schedule written hereunder specifically mentioned in the **Second Schedule** written hereunder.

AND WHEREAS:-

5. Having been accord the property in terms of deed of settlement **Buddhadeb Ghosh** transferred an area of **500 sq. ft.** on the 1ST Floor, by a Deed of Gift, duly executed and registered at ARA-III, Kolkata, Sub-Registry office, incorporated in Book No. 1, Volume No. 9, pages from 2146 to 2165 bearing Deed No. 3761 dated 04-09-2014, unto and infavour of **Smt. Sebona Ghosh @ Sebona Ghosh Roy Chowdhury**.
6. **Smt. Sebona Ghosh @ Sebona Ghosh Roy Chowdhury**, along with others in the prescribed manner become the Owner of the aforesaid property, duly mutated their names in the Konnagar Municipality as well as L.R. Record of Right and paid relevant Rent, revenue, Taxes and statutory imposition therein.
7. **Smt. Sebona Ghosh @ Sebona Ghosh Roy Chowdhury** is the absolute Owner in respect of the property measuring more or less **01 Cottahs 05 Chattaks 21.33 sq. ft.** together with building standing thereon, lying at Mouza - Konnagar, J.L. No. 7, comprised in R.S. Dag No. 7696 under R.S. Khatian No. 3653, corresponding to L.R. Dag No. 11735 under L.R. Khatian No. 19879 being municipal holding No. 23 S. C. Deb Lane, P.O. Konnagar, within the ambit of Konnagar Municipality, under P.S Uttarpara, Additional District Sub-Registry Office at Uttarpara, in the District - Hooghly more fully referred in the Schedule written hereunder specifically mentioned in the **Third Schedule** written hereunder.

AND WHEREAS:-

1. The First Party herein are the absolute Owners in respect of Bastu Land measuring about **09 Cottahs 00 Chattaks 29 sq. ft.** together with building standing thereon, lying at Mouza - Konnagar, J. L. No. 7, comprised in R.S. Dag No. 7696 under R.S. Khatian No. 3653, corresponding to L.R. Dag No. 11735 under L.R. Khatian No. 19879, 19877, 19788, 19875 & 19876 being municipal holding No. 23 S. C. Deb Lane, (since amalgamation) P.O. Konnagar, within the

ambit of Konnagar Municipality, under P. S. Uttarpara, District – Hooghly more fully described in the **Fourth Schedule** written hereunder.

2. (1) **Smt. Krishna Ghosh (2) Ms. Sudeshna Ghosh (3) Smt. Sovona Ghosh (4) Ms. Sumona Ghosh, (5) Smt. Sebona Ghosh @ Sebona Ghosh Roy Chowdhury** being desirous to construct multi-storied building at the said property tried to take all sorts of steps but owing to some technical & financial deficiency - the owner decided to entrust the said entire project upon one noted Developer allowing him/them to invest the entire finance thereby giving him/ them right to realize his/ their such investment together with all sorts of cost for erection and others by selling out portions to be made at the said property with the right to take all sorts of charge thereof in accordance with one specific agreement.
3. The Developer constituted a proprietorship firm under the name and style "**RAHAMAN CONSTRUCTION**" a partnership firm, having its office at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District – Hooghly, Pin – 712235.
4. By virtue of the said three Development Agreement with Power of attorney made between the Owners & Developer executed & registered at Uttarpara Sub-Registry Office, bearing instrument No. **062104734** dated 08-09-2023 and instrument No. **062104733** dated 08-09-2023 & another instrument No. **062104896** dated 19-09-2023 Vendors herein, referred to as the Vendors of the one Part and the Developer herein referred to as the Developer of the other Part, the Vendors granted an exclusive license to the Developer to construct a Building on the said land on the terms and conditions contained and recorded in the said Development Agreement with Power of attorney (hereinafter referred to as the **Development agreement with power of attorney**
5. By and under the said three Development Agreement with Power of attorney executed & registered at Uttarpara Sub-Registry Office bearing instrument No. **062104734** dated 08-09-2023 and instrument No. **062104733** dated 08-09-2023 & another instrument No. **062104896** dated 19-09-2023, it has been agreed by and between the Vendors and the Developer that it shall be the obligation of the Developer to cause a map or plan to be duly sanctioned by the Konnagar Municipal Authority and to construct, erect and complete a new building and/or buildings containing

various self-contained flats and/or units and/or apartments, constructed space and parking spaces capable of being held, used and/or enjoyed independently of each other and in furtherance thereof the Developer made an application to the Konnagar Municipal Authority for sanction of a map or plan in respect of the said premises.

6. In pursuance of the plan having been prepared by the Developer in terms of the said Development Agreement with Power of attorney, the said plan was duly submitted in the name of the Vendors to Konnagar Municipal authority and the said Plan has since been sanctioned by being No. **87/06/23** dated **13-10-2023** (hereinafter referred to as the said PLAN and the said Plan would include all modifications and/or alterations made thereto) whereby the Developer become entitled to construct, erect and complete a new building in accordance with the said plan comprising of various flats/ units/ apartments/ constructed spaces and capable of being held and /or enjoyed independently of each other.
7. In consideration of the agreement it has been agreed between the **(1) Smt. Krishna Ghosh (2) Ms. Sudeshna Ghosh (3) Smt. Sovona Ghosh (4) Ms. Sumona Ghosh, (5) Smt. Sebona Ghosh @ Sebona Ghosh Roy Chowdhury** the then Vendors/Developer, that the Developer shall be responsible to negotiate for sale and transfer entirety of the Various flats/units/ apartments/constructed spaces forming part of the said new building in favour of any intending Purchaser/s and shall also be entitled to receive realize and collect the entire amount of consideration for the entire sale in its own name by such intending Purchaser/s in favour of the Developer shall be a complete and valid discharge of the obligation of the Purchaser/s to make payment of the amount of consideration payable hereunder;
8. The Developer constructed the residential & commercial complex known as "**ROYAL CASTLE**" comprising several self-contained residential flats/shops/Garages upon the **1ST** Schedule property in accordance with building plan sanctioned by the Konnagar Municipality.
9. By an agreement dated _____ day of _____ 2024, made between the Purchaser/s herein, therein referred to as the Purchaser/s of the Third Part, the Developer herein, therein referred to as the Developer of the Second Part and the Vendors-----

herein, therein referred to as the Vendors of the First Part, the Purchaser/s has agreed to purchase and acquire **ALL THAT** the said Flat Nos. "_____" on the _____ Floor, **TOGETHER WITH** the proportionate share in the common parts, portions and Facilities (more fully and particularly described in the **Sixth & Seventh** Schedule hereunder written) together with the undivided, variable, impartible, proportionate share in the land beneath the building constructed at the said premises (hereinafter referred to as the **UNDIVIDED SHARE**) and attributable to Flat Nos. "_____" containing by estimation measuring Carpet area _____ sq. ft. corresponding to super built up area _____ sq. ft. be the same a little more or less situated in the _____ floor, of the building known as "**ROYAL CASTLE**" at Premises No. 23 S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, (more fully and particularly described in the **Fifth** Schedule hereunder written and hereinafter referred to as **THE SAID FLAT**) at and for a consideration of Rs. _____/- (Rupees _____ Lakh _____ thousand only) and entered into an agreement on _____ under certain terms and conditions contained therein (hereinafter referred to as the **Sale Agreement**).

10. Having received the entire consideration amount, from the Purchaser/s the Vendors/Developer agreed to sell the said flat unto and in favour of the Purchaser/s free from all encumbrances, attachments, liens, lispendense, claims, and demands whatsoever.

11. AND THIS DEED FURTHER WITNESSETH that in pursuance of the said Development Agreement and in discharge of the obligation under the said Agreement and at the request of the Developer the Vendors hereby sell and transfer the proportionate variable right title interest into or upon **ALL THAT** the undivided impartible proportionate share in the land comprised under the said New Building constructed upon at the said Premises attributable to the said Flat and the Properties Appurtenant Thereto (hereinafter referred to as the said **UNDIVIDED SHARE**) **TO HOLD** the said Undivided Share unto and in favour of the Purchaser/s absolutely.

NOW THIS INDENTURE WITNESSETH:-

That in pursuance of the said agreement and in consideration of the said sum of Rs. _____/- (Rupees _____ Lakh _____ thousand only), paid by the Purchaser/s to the

Developer in the manner mentioned in the Memo of Consideration written hereunder (the receipt whereof the Developer doth hereby admit and acknowledge the payment of the same) and both the Vendors and the Developer acquit, release, grant, transfer, sell, convey and assure in favour of the Purchaser/s **ALL THAT** residential flat being flat Nos. "____" on the _____ Floor, measuring carpet area _____ sq. ft. corresponding to super built-up area _____ sq. ft. of the building known as "**ROYAL CASTLE**" free from all encumbrances more fully described in the **Fifth** Schedule written hereunder **TOGETHER WITH** all common facilities and privileges more fully referred in the **Sixth** Schedule written hereunder and liable to pay maintenances charges hereunder written in the **Seventh** Schedule and to abide by restrictions/rules mentioned in **Eight** Schedule hereunder written along with undivided, proportionate right, title and interest on pro-rata basis in the impartible land and in the common service area and all ancient and other rights, liberties, easements, appendages, appurtenances and estate, right title and interest, claim and demand in the property whatsoever of the Vendors into or upon the same and every part thereof in law and equity to **ENTER UPON AND TO HAVE AND TO HOLD AND POSSESS** the same unto and to the use of the Purchaser/s, his/her/ their heirs, executors, administrators and assigns absolutely and forever together with the title Deeds, writings, muniments and other evidence of title **AND THAT** the Vendors and Developer doth hereby covenant with the Purchaser/s, his/ her/their heirs, executors, administrators, legal representatives and assigns that notwithstanding any acts, deeds or things hereto-before granted executed or knowingly suffered to the contrary the Owners are now lawfully seized and possessed of the said property free from encumbrances, attachments or defect in title whatsoever **AND THAT** the Vendors have full power and absolute Authority to sell the said undivided proportionate and impartible share and/or interest in the land in the manner aforesaid **AND THAT** the Developer being the party of the Second part also have full power and authority to sell the said residential flat, being flat Nos. "____" on the _____ Floor, measuring Carpet area _____ sq. ft. corresponding to super built-up area _____ sq. ft. of the building known as "**ROYAL CASTLE**" more fully described in the **Fifth** Schedule written hereunder and the Purchaser/s, his/her/ their executors, heirs, administrators, legal representatives and assigns shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas or through tenants without any claim or demand whatsoever from the Vendors or the

Developer or any person or persons claiming through or under them **AND FURTHER THAT** the Vendors their heirs, legal representatives, administrators and assigns covenant with the Purchaser/s to save harmless, indemnify and keep indemnified the Purchaser/s, his/her/their heirs, executors, administrators, legal representatives or assigns from or against all encumbrances, charges and equities whatsoever **AND THAT** the Vendors their heirs, executors, administrators or assigns further covenant that Vendors shall at the request and costs of the Purchaser/s, his/ her/ their heirs, executors, legal representatives or assigns do or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said flat along with proportionate share in the impartible land and every part thereof in the manner aforesaid according to the true, intent and meaning of this Deed.

1. THE DEVELOPER AND THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER/S as follows:-

- a. THAT** notwithstanding any act deed matter or thing whatsoever by the Vendors done or executed or knowingly suffered to the contrary the Vendors and the Developer is/are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Flat hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b. THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors now has good, right full power and absolute authority to grant, convey, transfer sell and assign all and singular the said Flat hereby sold, conveyed, transferred or expressed so to be unto and to the use of the Purchaser/s in the manner as aforesaid.
- c. THAT** the said Flat hereby sold, granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispense debuttar or trust made or suffered by the Vendors and Developer or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendors and the Developer.

- d. THAT** the Purchaser/s shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Flat and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Developer and/or the Vendors or any person or persons having or lawfully or equitably claiming as aforesaid.
- e. THAT** the Purchaser/s shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispendense, debuttar or trust or claims and demands whatsoever created occasioned or made by the Developer and/or Vendors or any person or persons lawfully or equitably claiming as aforesaid.
- f. AND FURTHER THAT** the Developer and/or the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said Flat and or any part thereof through under or in trust for the Vendors and/or the Developer shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Flat and every part thereof unto and to the use of the Purchaser/s in the manner as aforesaid as shall or may be reasonably required.
- g. THAT** the Vendors and the Developer has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Flat hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.
- 2. AND THE** Purchaser/s shall to the end and intent that the obligations and covenants hereinafter contained shall at all times hereafter run with the ownership and possession of the said flat and the rights and properties appurtenant thereto, hereby conveyed, hereby covenant with the Developer and the Vendors and each one of them respectively as follows:
- a. THAT** the Purchaser/s and all other persons deriving title under these presents shall and will at all time hereafter shall observe the restrictions set-forth in the **Eight** Schedule hereunder written.

- b. THAT** the Purchaser/s shall at all time hereafter (from the date of possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, water Tax, Urban land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said Flat and proportionately for the new building as a whole and for the common parts and portions.
- c. THE** Purchaser/s shall be entitled to mutated his/her/ their name/s as the owner/s of the Said Flat from the Konnagar Municipal Authority and shall also obtain separate assessment of the Said Flat so long the Said Flat is not separately assessed, the Purchaser/s shall pay the proportionate share of the assessed municipal tax and other taxes to the owner's association as the case may be.

3. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

- a. THAT** the Undivided share in the land comprised in the Said Premises hereby sold and transferred and attributable to the Said Flat and the Properties Appurtenant thereto shall always remain indivisible and impartiable.
- b.** At or before entering into these presents the Purchaser/s, has/ have made himself/ herself/ themselves aware that the said Flat is a part of the residential complex of the said New Building and the Purchaser/s agree to maintain the decency of the said **NEW BUILDING** and shall not do any act deed or thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said residential complex.
- c.** The Purchaser/s shall make arrangements for obtaining separate electricity meter in his/her/their name/s for the said Flat from CESC and the Purchaser/s shall be liable and agree to regularly and punctually make payment of the electricity charges directly to CESC.
- d.** The roof shall mean the ultimate roof of the new building which shall form part of common parts/portions so as to give common access for repairs and maintenance to overhead water tank, lift Machine room, T. V. Antenna and the like accessories.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu Land measuring an area of **05 Cottahs 00 Chattaks 10 sq. ft.** together with building standing thereon, lying at Mouza - Konnagar, J.L. No. 7, comprised in R.S. Dag No. 7696 under R.S. Khatian No. 3653, corresponding to L.R. Dag No. 11735 under L.R. Khatian Nos. 19875 & 19876 being municipal holding No. 23, S. C. Deb Lane, P.O. Konnagar, within the ambit of Konnagar Municipality, under P.S. Uttarpara, Additional District Sub-Registry Office at Uttarpara, in the district Hooghly, Pin - 712235.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu Land measuring an area of **02 Cottahs 10 Chattaks 42.67 sq. ft.** together with building standing thereon, lying at Mouza - Konnagar, J.L. No. 7, comprised in R.S. Dag No. 7696 under R.S. Khatian No. 3653, corresponding to L.R. Dag No. 11735 under L.R. Khatian Nos. 19877 & 19788 being municipal holding No. 23, S. C. Deb Lane, P.O. Konnagar, within the ambit of Konnagar Municipality, under P.S. Uttarpara, Additional District Sub-Registry Office at Uttarpara, in the district Hooghly, Pin - 712235.

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu Land measuring an area of **01 Cottahs 05 Chattaks 21.33 sq. ft.** together with building standing thereon, lying at Mouza - Konnagar, J.L. No. 7, comprised in R.S. Dag No. 7696 under R.S. Khatian No. 3653, corresponding to L.R. Dag No. 11735 under L.R. Khatian No. 19879 being municipal holding No. 23, S. C. Deb Lane, P.O. Konnagar, within the ambit of Konnagar Municipality, under P.S. Uttarpara, Additional District Sub-Registry Office at Uttarpara, in the district Hooghly, Pin - 712235.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of the Entire Property)

ALL THAT piece and parcel of Bastu Land measuring an area of **09 Cottahs 00 Chattaks 29 sq. ft.** together with building standing thereon, lying at Mouza - Konnagar, J. L. No. 7, comprised in R.S. Dag No. 7696 under R.S. Khatian No. 3653, corresponding to L.R. Dag No. 11735 under L.R. Khatian No. 19879, 19877, 19788, 19875 & 19876 being municipal holding No. 23, S. C. Deb Lane, (since amalgamation), P.O. Konnagar, within the ambit of Konnagar Municipality, under P.S. Uttarpara, Additional District Sub-Registry Office at Uttarpara, in the district Hooghly, Pin - 712235.

The said property is butted and bounded by: -

- ON THE NORTH* : S. C. Deb Lane;
ON THE SOUTH : Property of others;
ON THE EAST : Property of others;
ON THE WEST : S. C. Deb Lane;

The proportionate annual rent of the said property is Re. 1/- only; payable to the Collector ate of Hooghly, through the B. L. & L. R. O. Serampore, on behalf of Government of West Bengal.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(The said Flat)

ALL THAT residential flat, with Tiles floor, being flat Nos. "____" on the ____ Floor, measuring Carpet area ____ sq. ft. corresponding to super built-up area ____ sq. ft. consisting of ____ Bed-rooms, One Living/Dining, One Kitchen, ____ Toilets, & ____ Balcony of the building known as "**ROYAL CASTLE**" being delineated by "**RED**" border in the map or plan annexed hereto which do form a part of this Deed together with undivided, proportionate and impartible share and/or interest in the land underneath the said building constructed upon the property at Municipal Holding No. 23, S. C. Deb Lane, P.O. Konnagar, within the ambit of Konnagar Municipality, under P.S. Uttarpara, additional District Sub-Registry office at Uttarpara, in the District - Hooghly, Pin - 712235.

The said Flat is butted and bounded by:-

- ON THE NORTH* : ;
ON THE SOUTH : ;
ON THE EAST : ;
ON THE WEST : ;

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Common Parts)

1. The space within the building comprised of the entrance and exits therein, staircase, landings, lobbies, and passages.
2. Foundation column, girded beams, supports, compound wall of the building, sanitary chambers.
3. Water pumps, overhead water tank, submersible pump, rain pipes, sewerage pipes and other common services, such as drainage system in the premises, water supply arrangements and electrical wiring and fittings in the common areas.
4. Septic tanks soak pits, sewerage lines therein.
5. All other areas, installations, equipments, facilities and amenities, which intended for common use and to pay proportionate charges thereto.
6. Lift Facility.
7. Boundary wall & Main Gate.
8. Open roof the building.
9. Open Space in the Ground Floor shall be use and utilizes by all Flat Owners.
10. No Parking inside Stair Lift Corridor.
11. Meter to be installed beside the stair on the ground floor exclusively reserved for same.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. All expenses for maintenance, repairing, renovating, painting of the common portions and areas of the building.
2. All expenses for running and operating all machinery equipments including lift and installations in the common portions including water pumps, water reservoir, rain water pipes, drain etc.

3. Electricity charges for affixing light at the entrances of the building, common passages, corridors, staircases and all other common places and/or areas in and around the building.
4. Charges of repairing and colour washing of the external parts of the building.
5. Municipal Tax and all other levies, impositions for the premises as a whole.
6. All legal expenses incurred or to be incurred for the common purpose relating to common use and enjoyment of the common portions.
7. Cost of formation and operation of the service organization / association including its office expenses.
8. Salaries, wages and remuneration and all other expenses of the persons employed or to be employed for the common purposes as the case may be.
9. Cost of insurance premium of the building as the case may be.
10. All other expenses as would be incurred by the Vendors or Developer or by the society or organization for the common purposes.
11. Charges for operating Lift.

THE EIGHT SCHEDULE ABOVE REFERRED TO

(Right and obligation of the Purchaser/s)

1. That the Vendors and Developer hereto delivered possession of the flat recited in the **Fifth** Schedule hereinabove to the Purchaser/s absolutely and forever and entitled to mutate his/her/their name/s in the assessment roll of Konnagar Municipality.
2. That the Purchaser/s shall and will enjoy his/her/their flat being Nos. "_____" on the _____ Floor, measuring carpet area _____ sq. ft. corresponding to super built-up area _____ sq. ft. of the building known as "**ROYAL CASTLE**" together with undivided, proportionate and impartiable share and/or interest in the land absolutely and forever.

3. That the Purchaser/s shall be entitled to exclusive Ownership, possession and enjoyment of the said flat together with all benefits, facilities and amenities herein provided and shall be entitled to sell, lease, mortgage, gift or otherwise alienate his/her/their flat hereby sold and conveyed.
4. That the Purchaser/s shall become a member of the Association or Society formed or to be formed by all the Co-Owners of the said building according to the provision of West Bengal Apartment Ownership Act. 1972 for the common purpose in maintaining common interest relating to repairing renovating colouring the building and compound wall too.
5. That the Purchaser/s shall use and enjoy all common service areas and spaces in and around the said building without causing any damage or harm of the common portions / service areas / parts of the said building.
6. That the Purchaser/s shall not make any such structural additions or alterations in his/her/their flat or any part thereof which may affect structural stability of the said building.
7. That the Purchaser/s shall not throw or accumulate or cause to be thrown or accumulated any dust, ashes, rubbish or other refused articles in the common portions save and except the place indicated thereat.
8. That the Purchaser/s shall not carry obnoxious, injurious articles and/or keep or store any offensive, combustible, hazardous and dangerous articles which is likely to cause damage or annoyance to the occupants of other units of the said building and/or adjoining building's.
9. That the Purchaser/s shall and will observe or abide by all terms and conditions, bye-laws, rules and regulations of the Association or Society.

- 10.** That the Purchaser/s shall not use his/her/their flat other than the residential purpose.
- 11.** That the Purchaser/s shall not be allowed to affix or draw any wires, cables, pipes or any signboard, nameplate in the common areas, portions or outside wall of the building.
- 12.** That the Purchaser/s shall have partial right to use and enjoy the extreme roof of the building for fixing up only T.V. antenna or any common purpose along with the co-owners of the said building but he/she / or they shall not be allowed for gardening or to plant any tree by storing soil or/to perform any occasions on the roof.
- 13.** That the Purchaser/s shall have to allow the men of the Developer or Association / Society into his/her/ their flat for inspection of the common pipe, electric connection, water connection or other purpose relating to the common interest of the other flat Owners, if required.
- 14.** That the Purchaser/s shall be liable to pay proportionate Municipal taxes, electricity charges and all other levies, service charges and expenses incurred by the Association/Society for the common parts, portions and area of the building.
- 15.** That the Purchaser/s shall not do or perform any acts, or Deeds which are forbidden by the rules and regulations of the Association or Society for the common purpose and for quiet and peaceful possession and enjoyment of his/her/their flat and the building as a whole.
- 16.** That the Purchaser/s shall not change the floor and shall not do any act, causing load to the building and shall not plant any tree by storing soil on floor or in any other places of the building.
- 17.** That irrespective of any floors, all the flat owners are liable to pay charges for operation of the lift.

- 18.** That the Purchaser/s shall not install grills which may effect the elevation or design of the building.
- 19.** That the service charges as well as maintenance charges mentioned in the fourth schedule as above is payable on the pro-rata basis.
- 20.** That the Purchaser/s are not permitted to close the verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the Developer differs from the colour scheme of the building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said building.
- 21.** That if it is needed to repair any damage of the roof – in the event of that all flat Owners shall be liable to pay the cost equally to the Owner's Association.
- 22.** That the developer shall provide a mother meter in the said building for common utility and the Purchaser/s is liable to install his/her/their own meter at his/her/their own cost for his/her/their respective unit.
- 23.** Unless and until separate meter is installed, the Purchaser/s shall have right to get connection from the mother meter through sub meter and the bill shall be payable according to the sub meter.

IN WITNESSES WHERE OF the Parties herein, have hereunto set and subscribed their respective hand and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED: -

IN THE PRESENCE OF: -

WITNESSES: -

1.

2.

Signature of the Vendors

Signature of the Developer

Signature of the Purchaser/s

Drafted by me: -

Advocate
Serampore Court

RECEIPTS

Received of and from the within named Purchaser/s the within mentioned sum of Rs. _____/- (Rupees _____ Lakh _____ thousand only), towards the full and final Payment of the total Consideration as Per Memo below.

- : : MEMO OF CONSIDERATION : : -

Being the entire Consideration money has already paid by the Purchaser/s to the "**DEVELOPER**" on or before the execution of this Deed in the following manner:-

Sl. No.	Dated	Mode of payment	Amount (Rs.)
1.			
2.			
3.			
TOTAL			
Rupees _____ Lakh _____ thousand only.			

Witnesses: -

1.

2.

Signature of the Developer