DEED OF CONVEYANCE

THIS INDENTURE OF SALE is made this the day of ______, Two Thousand and Twenty-three (2023)

BETWEEN

SMT. ANJU ROY, (PAN - ALOPR1124P), wife of Sri Sanjeet Kumar 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, hereinafter called and referred to as the **OWNER/VENDOR/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 her legal heirs, executors, legal representatives, successors, administrators and assigns) of the **FIRST PART**

For GHARBARI DEVELOPERS

Anju Roy Proprietor

AND

(1)	_ , (PAN), (A	adhaar No.	
), son of	, by Fa	aith – ,	both by Oc	cupation –
, by Nationality	– Indian, residing	at	, Po	ost Office -
, Police Station	, Distr	rict –	_ , Pin –	, State
and (2)	, (PAN), (Aa	ıdhaar No.
),	son of	, by Fait	:h	, both by
Occupation, 1	y Nationality – Ind	lian, residing a	at	,
Post Office, , l	Police Station	, Distr	rict	, Pin -
, State	, hereinafter jo	ointly called a	nd referred	to as the
"PURCHASERS/ALLOT	TEES" (which exp	ression shall	unless exclu	ided by or
repugnant to the conte	xt be deemed to	mean and inc	lude their l	egal heirs,
executors, administrate	ors, representative	s, successors	and assign	ns) of the
SECOND PART.				

WHEREAS by a Deed of Conveyance bearing the date 14th July, 1978 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas, recorded in Book No. 1, Being No. 4092 for the year 1978 the previous Vendor/Society namely The Jadavpur Co-Operative Land and Housing Society Limited, registered under the West Bengal Co-operative Society Act, 1940 (Registration No. 116/CAL of 1965) and having its registered office at Jadavpur University, P.S. Jadavpur, Kolkata - 700032 in the District of South 24-Parganas hereinafter referred to as 'THE SAID SOCIETY' absolutely purchased for a valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring an area of 10.93 Acres (Ten Acre Ninety three decimals) comprising in R.S. Dag Nos.83, 85, 87, 88, 91,131, 132, 135, 136 and 139, under Khatian No.101, J.L. No. 25, Touzi No. 56 situated in Mouza – Nayabad, in formerly Police Station - Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance dated 8th February, 1979, registered at the office of the District Sub-Registrar Alipore, 24-Parganas and entered in Book No. 1, Being No. 590 for the year 1979 **'THE SAID SOCIETY'** absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring a further 10.93 Acres (Ten acres and Ninety three decimals) comprising in R.S. Dag Nos. 83, 85, 87, 81, 89, 91, 131, 132, 135, 136 and 139, under Khatian No. 101, J.L. No. 25, Touzi No. 56, in Mouza – Nayabad, in formerly Police Station - Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing dated 3rd December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No.I, Being No. 5334 for the year 1979 "THE SAID SOCIETY" absolutely purchased for a valuable consideration as mentioned therein from Ganesh Chandra Paramanik and others the total land measuring 1 (One) Bigha 11 (Eleven) Cottahs (0.53 ½ acres) comprising in Dag No. 139, J.L. No. 25, under Khatian No.90, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, Police Station formerly Kasba thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing dated 3rd December, 1979 and registered at the office of the District Sub-Registrar Alipore, 24-Parganas and entered in Book No. I, Being No. 5335 for the year 1979 'THE SAID SOCIETY' further absolutely purchased for a valuable consideration as mentioned therein from Kubir Mondal and others the total land measuring 16 (Sixteen) Cottahs 8 (Eight) Chittacks (0.28 ½ acres) comprising in Dag No. 139, J.L. No. 25, under Khatian No. 90, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, Police Station - formerly Kasba thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing dated 3rd December, 1979 and registered at the office of the District Sub-Registrar Alipore, 24-Parganas and entered in Book No. I, Being No. 5336 for the year 1979 **'THE SAID SOCIETY'** absolutely purchased for a valuable consideration as mentioned therein from Methor Bag and others the total land measuring more or less 3 (Three) Bighas (0.99 acres) comprising in Dag No. 196, J.L. No. 25, under Khatian No. 76, R.S. No. 3, Touzi No.56, Mouza – Nayabad, Police Station - formerly Kasba thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 21st December, 1979 and registered at the Office of the District Sub-Registrar, Alipore 24-Parganas and entered in Book No. 1, Being No. 6957 for the year 1979 'THE SAID SOCIETY' absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.93 acres (Ten Acres Ninety three decimals) comprising in Dag No. 83, 135, under Khatian No. 101, R.S. No. 2, Touzi No. 56, Mouza – Nayabad, J.L. No. 25, Police Station - formerly Kasba thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 29th April, 1980 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas in Book No. 1, Being No. 3223 for the year 1980, 'THE SAID SOCIETY' absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.92 (Ten Acres Ninety Two decimals) comprising in Dag Nos. 83, 85, 87, 88, 89, 91, 131, 135, 136 and 139, J.L. No.25, under Khatian No. 101, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, Police Station formerly Kasba thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar,, in the District of South 24-Parganas.

AND WHEREAS 'THE SAID SOCIETY' recorded its name with the office of the then J.L.R.O. Behala by order under Memo Nos. 2086, 2087

and 2089 dated 06.06.1980 as absolute owner of all the land measuring about 45.52 acres [137 (One hundred Thirty Seven) Bighas 5 (Five) Cottahs 7 (Seven) Chittacks and 31 (Thirty one) Sq.ft.] so purchased from the above mentioned parties and was thus seized and possessed of and/or otherwise well and sufficiently entitled to their absolute and indefeasible right and interest free from all encumbrances, liens, charges, lispendens, attachments and is in khas possession thereon.

AND WHEREAS in pursuance of the object of developing the area for residential purposes of the members, the said Jadavpur Co-Operative Land and Housing Society Limited effected improvements thereon by filling earth and making the same of uniform level laid out roads, passages and divided the area into several plots of different sizes and measurements for distribution among the members of **'THE SAID SOCIETY'.** The entire land on which the said plots have been so carved out is fully described in the **FIRST SCHEDULE** being **SCHEDULE 'A'** hereunder written.

AND WHEREAS pursuant to an application for membership of "THE SAID SOCIETY" made by one Sri Kausik Sanyal of 5, Duff Lane, Calcutta -700006, who was admitted as a member of The Jadavpur Co-Operative Land and Housing Society Limited on 04.01.1967 and the "Said Society" issued the necessary Share Certificate in favour of the said Sri Kausik Sanyal vide Share Certificate Registered No. 587 dated 25.01.1967 and thereafter said Sri Kausik Sanyal transferred his share in favour of the previous Owner namely Dr. Subrata Bose, son of Sri Bhupendra Kumar Bose, residing at J3-10, Labony Estate, Salt Lake, Police Station -Bidhannagar(N), Kolkata - 700 064 and on agreeing to comply with the terms and conditions of the said SOCIETY for the demise thereof the Purchaser member was admitted as a member of The Jadavpur Co-Operative Land and Housing Society Limited in the year 1969 and the "Said Society" transferred the Share Certificate in favour of the said previous Owner namely Dr. Subrata Bose vide Share Certificate Registered No.751 dated 13.08.1969.

AND WHEREAS by a resolution dated 02.05.1987 it was decided by **"THE SAID SOCIETY"** to allot different plots of land to its different members by lottery and such lottery was held on 31.05.1987 whereby the Purchaser Member i.e. the previous Owner namely Dr. Subrata Bose was allotted the plot of land more particularly described in **SCHEDULE – "A"** herein below and hereinafter referred to as **"THE SAID PLOT"** and the said Dr. Subrata Bose accepted the such lottery.

AND WHEREAS the said previous Owner namely Dr. Subrata Bose, as the Purchaser therein paid a sum of Rs.9,000/- (Rupees Nine Thousand) only as the full and final payment to **'THE SAID SOCIETY'** from time to time as required by "the said society" for allotment of the said plot in favour of him as the Member.

AND WHEREAS the said previous Owner namely Dr. Subrata Bose as the Purchaser took the inspection of the Scheme plan and also the said allotted plot and was satisfied himself as to size and condition thereof and also that the said consideration is the fair and reasonable purchase consideration thereof and the 'THE SAID SOCIETY' after having received the full payment of the Sale consideration and allotted the said plot to the present Owner being All That the Plot No.72 (Phase-I) measuring more or less 3 (Three) Cottahs 8 (Eight) Chittacks 8 (Eight) Sq.ft. by a registered Indenture of Conveyance dated 12th September, 1988 made between 'THE **SAID SOCIETY'** therein referred to as the Vendor Society of the one part and the said Dr. Subrata Bose, referred to as the Purchaser member of the other part and the said Indenture of Conveyance registered with the office of District Sub-Registrar, at Alipore, South 24-Parganas and entered in Book No. I, Volume No.261, at Pages 165 to 168, Being No.10769 for the year 1988, the said society for the consideration therein mentioned transferred its all right title and interest in respect the said plot of land to the said Dr. Subrata Bose.

AND WHEREAS after purchase said Dr. Subrata Bose completed all the formalities as the member of The Jadavpur Co-Operative Land and Housing Society Limited hereinafter referred to as the "Said Society".

AND WHEREAS since Purchase said Dr. Subrata Bose was in physical possession of the said property and mutated his name in the record of The Kolkata Municipal Corporation known and numbered as K.M.C. Premises No.2266, Nayabad, Assessee No.31-109-08-2266-8, within Ward No.109, formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata – 700 099.

AND WHEREAS while enjoying the said property peacefully said Dr. Subrata Bose due to his personal reasons declared to sell his said land and property as free from all encumbrances and by virtue of a registered Deed of Conveyance dated 11.02.2015, registered in the office of D.S.R. - III, Alipore and entered into Book No. 1, CD Volume No. 3, Pages from 2929 to 2946, Deed No. 01092 for the year 2015 the present **OWNER/VENDOR** has purchased the said plot of land measuring an area of 3 (Three) Cottahs 8 (Eight) Chittacks 8 (Eight) Sq.ft. more or less together with one tile shed measuring an area of 100 (One hundred) Sq.ft. standing thereon standing thereon and also together with all easement rights upon the land and adjacent road/passage being Scheme Plot No. 72 (Phase - I) situated in Mouza - Nayabad, J.L. No. 25, comprising in R.S. Dag No. 132 (Part), under R.S. Khatian No. 101, within K.M.C. Ward No. 109, known as K.M.C. Premises No. 2266, Nayabad, being Assessee No. 31-109-08-2266-8, presently P.S. Panchasayar (formerly P.S. Purba Jadavpur), Kolkata - 700 099, District - South 24-Parganas as described in the **SCHEDULE** - 'A' below for a valuable consideration as morefully mentioned therein.

AND WHEREAS after purchase the present **OWNER/VENDOR** has filed an application before the Ld. B.L. & L.R.O. Office ATM Kasba for necessary Mutation and the concerned B.L. & L.R.O. department mutated the above mentioned land vide Reference M/C No. 2538/2017, Memo No. 18/Mut/828/BLLRO/ATM/Kasba/18 dated 19.02.2018 in the name of **OWNER/VENDOR**.

AND WHEREAS thereafter the present **OWNER/VENDOR** converted the land from 'Beel Mach Chas' to 'Bastu' in nature from the Office of the Additional District Magistrate & District Land & Land Reforms Officer,

South 24-Parganas, New Treasury Building (8th & 9th Floor), Alipore vide Conversion Case No. 91 (R.S.) / 2019, Memo No. 51 A (C)/91(R.S.)/5446/P/19 dated 12.09.2019 against her ownership plot of land.

AND WHEREAS the present **OWNER/VENDOR** has also mutated her name in the record of K.M.C. in respect of her aforesaid purchased property known as K.M.C. Premises No. 2266, Nayabad, having Assessee No. 31-109-08-2266-8.

AND WHEREAS the present OWNER/VENDOR being very much decided to develop the **SCHEDULE** -'A' mentioned property by constructing a Multi-storied building with lift facility, comprising of a number of residential flats on the different floors, Car Parking Space/s on the ground floor and for the same the **OWNER** herein has taken the sanction of a Ground Plus Three Storied building Plan with Lift Facility vide building Permit No. 2019120220 dated 07.02.2020 from The Kolkata Municipality Corporation Borough Office - XII and subsequently the **OWNER** has applied before the K.M.C. to sanction the building plan as partly Ground plus Four Storied with Lift facility which has been approved by K.M.C. vide sanctioned building Permit No. 2022120472 dated 21.01.2023, but due to paucity of fund, the **OWNER** decided to do the construction work of the said building by appointing a Developer, who is financially and technically sound to construct a Multi-storied building with lift facility upon the aforesaid property as per the aforesaid sanctioned building plan duly sanctioned from The Kolkata Municipal Corporation at the cost of the OWNER/VENDOR.

AND WHEREAS accordingly the **OWNER** herein entered into a registered Development Agreement along with Development Power of Attorney dated 29.04.2022, registered at D.S.R. IV, Alipore, South 24-Parganas and recorded into Book No.1, Volume No.1604-2022, Pages from 153083 to 153121, Deed No. 160404443 for the year 2022, with a Developer namely "Gharbari", 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, son of Sri Rabindra Prasad Roy, residing at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700099, District – South 24-Parganas.

AND WHEREAS thereafter due to certain inconveniences the aforesaid Developer namely "Gharbari" desires to cancel the said registered Development Agreement along with Development Power of Attorney dated 29.04.2022 and discussed with the **OWNER** around the table to release the entire Property as described in the **SCHEDULE** - A below and accordingly the said registered Development Agreement along with Development Power of Attorney dated 29.04.2022 has been cancelled by virtue of a registered Cancellation of Development Agreement along Development Power of Attorney dated 02.06.2023, registered at D.S.R. IV, Alipore, South 24-Parganas and recorded into Book No.1, Volume No.1604-2023, Pages from 198236 to 198258, Deed No. 160406780 for the year 2023 and now the **OWNER/VENDOR** has developed the entire Premises at her cost and erected the building thereon under name and style "LAKE OASIS (Block - B)" as per 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 **VENDOR** has now taken the registration of this project under this Act and Building Rules vide Registration No. ______ dated _____ and the **VENDOR** 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 when the OWNER/VENDOR herein constructing the said Ground plus Four storied building in habitable condition at the said Premises No. 2266, Nayabad, within Ward No. 109, presently under P.S. Panchasayar, (formerly P.S. Purba Jadavpur), Kolkata - 700 099, as per said Building Plan duly sanctioned by The Kolkata Municipal Corporation Borough Office - XII, the Parties of the SECOND PART/ PURCHASERS, having their desire 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 ____ side of the building and the flat is consisting of 3 (Three) Bed rooms, 1 (One) Living-cum-Dining room, 1 (One) Kitchen, 1 (One) Store room, 2 (Two) Toilets and 2 (Two) Balconies 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 have approached the said **OWNER/VENDOR** which is morefully and particularly described in the **SCHEDULE** "B" hereunder written. **AND WHEREAS** the **OWNER/VENDOR** agreed to sell and convey the

AND WHEREAS the OWNER/VENDOR agreed to sell and convey the said one residential flat togetherwith one Car Parking Space of the said building and the PURCHASERS agree to purchase the said 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 and 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 (Three) Bed rooms, 1 (One) Living-cum-Dining room, 1 (One) Kitchen, 1 (One) Store room, 2 (Two) Toilets and 2

(Two) Balconies 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 being part of K.M.C. Premises No. 2266, Nayabad, within Ward No.109, presently under P.S. Panchasayar, (formerly P.S. Purba Jadavpur), Kolkata - 700 099 together with undivided proportionate share of land and also together with all common rights and facilities as described in the SCHEDULE "A", "B" and "C" herein below for the total consideration price of the said flat and one Car Parking Space is Rs. (Rupees _____) only free from all encumbrances, charges, lien and liabilities etc.

AND WHEREAS the OWNER/VENDOR has entered into an Agreement for Sale dated _____ with the PURCHASERS and the OWNER/ VENDOR has agreed to hand over by way of Sale the said one residential flat togetherwith one Car Parking Space of the said building constructed as per specification and also as per the sanctioned Plan duly sanctioned by The Kolkata Municipal Corporation as mentioned in the said Agreement for Sale dated _____ ALL THAT the said 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 ____ side of the building and the flat is consisting of 3 (Three) Bed rooms, 1 (One) Living-cum-Dining room, 1 (One) Kitchen, 1 (One) Store room, 2 (Two) Toilets and 2 (Two) Balconies 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' hereunder written together with right of use all common user, amenities, facilities and common services and also

togetherwith undivided proportionate share of said land as morefully
described in the ${f SCHEDULE}$ ' ${f A}$ ' and ' ${f C}$ ' below and the said one residential
flat has been built up in accordance with the said sanctioned residential
building plan to enable them to acquire and possess the said flat and one
Car Parking Space for a total consideration price of Rs/-
(Rupees) only payable to the OWNER/VENDOR only.
NOW THIS INDENTURE WITNESSETH that in pursuance of the
said Agreement for Sale dated and in consideration of the total
sum of Rs /- (Rupees) only of which the
entire consideration money of the said one residential flat togetherwith one
Car Parking Space of the said building alongwith the proportionate share
of land which has been morefully described in the ${f SCHEDULE}\ {f 'B'}$ below for
a total sum of Rs/- (Rupees) only paid by
the PURCHASERS to the OWNER/VENDOR on or before execution of this
Deed on different dates as described in the Memo of Consideration of which
receipts have been granted by the OWNER/VENDOR totaling Rs.
/- (Rupees) only as applicable paid by the
PURCHASERS the receipt whereof the OWNER/ VENDOR hereby
acknowledge and admit as per memo below and/or from the said and every
part thereof truly acquit release and forever discharge the PURCHASERS of
all their liabilities thereof and the OWNER/VENDOR as beneficial parties
herein do hereby grant, sell, convey, transfer, assigns, assure unto the said
PURCHASERS 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 said 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 (Three) Bed rooms, 1 (One) Living-cum-Dining room, 1 (One) Kitchen, 1 (One) Store room, 2 (Two) Toilets and 2 (Two) Balconies 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 being part of The Kolkata Municipal Corporation Premises No. 2266, Nayabad, within Ward No.109, presently under P.S. Panchasayar, (formerly P.S. Purba Jadavpur), Kolkata - 700 099, District -South 24-Parganas and also together with right to use all common open areas and common services of the building and undivided proportionate share of land as mentioned in the SCHEDULE 'B' and 'C' hereunder written. AND TO HAVE AND TO HOLD the said complete self contained one residential flat togetherwith one Car Parking Space of the said building alongwith the said undivided proportionate share of land together with the right to use the common space, stair-cases, lift, common-land, roof of the building and also together with right to use all the common rights, water supply lines and other common paths and drains and sewerages, equipments and installation and fixtures and fittings and passages and stair appertaining to the said building as mentioned in the SCHEDULE "B" and "C" hereunder comprised and hereby granted, sold, conveyed, transferred assigned assured and every part or parts thereof respectively together with their and every or their respective rights and appurtenances whatsoever unto the said PURCHASERS 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 one residential flat togetherwith one Car Parking Space of the said building and also together with all common rights, facilities, amenities and undivided proportionate share of land morefully described in the **SCHEDULE "B"** and **"C"** hereunder written.

IT IS HEREBY AGREED BY AND BETWEEN THE OWNER/VENDOR AND THE PURCHASERS as follows:-

1.

That the **VENDOR** has good rightful power and absolute authorities,

	indefeasible title to grant, sell, 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
	togetherwith one Car parking Space No on Ground Floor of the
	said building and also togetherwith common stair-case and other
	common portions parts and open spaces, paths and passages and
	undivided proportionate share of land in the said building as
	described in the SCHEDULE "B" hereunder written.
2.	It shall be lawful for the PURCHASERS from time to time and at all
۷٠	times hereafter to enter into and upon hold and enjoy the said 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 (Three) Bed rooms, 1 (One) Living-cum-Dining room,
	1 (One) Kitchen, 1 (One) Store room, 2 (Two) Toilets and 2 (Two)
	Balconies 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 also together with right of use all common open places and
	other services of the building with stair-cases and other common

parts and passage 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 shall have full power, absolute right and authority to sell, transfer, mortgage, lease, dispose of the said flat togetherwith one Car Parking Space without any interruption disturbances, claims or demands whatsoever from or by the **VENDOR** or any person or persons claiming through under or in the trust for them.

- 3. The OWNER/VENDOR shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASERS** make 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 undivided proportionate share of land pertaining 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 and also together with other common open parts and services, paths and passages respectively and every part thereof being part of K.M.C. Premises No. 2266, Nayabad, within Ward No.109, presently under P.S. Panchasayar, (formerly P.S. Purba Jadavpur), Kolkata – 700 099, unto the **PURCHASERS** in the manner aforesaid as shall or may be reasonably required after the execution and registration of this Deed of Conveyance.
- 4. The **PURCHASERS** 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 togetherwith **one Car parking Space No.** ___ on **Ground Floor** of the said building.

- 5. The **PURCHASERS** shall be entitled to the right of access in common with the **OWNER/VENDOR** and/or other Owners and the Occupiers of the said building at the times and for all normal purposes connected with the use and enjoyment of the said building till such time including their said flat togetherwith one Car Parking Space which is being sold to the **PURCHASERS**.
- 6. The **PURCHASERS** and their agents and nominees shall be entitled to the right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment as the said one residential flat togetherwith one Car Parking Space of the building and also comprised with the said building and premises or passages and the **PURCHASERS** and/or servants, nominees, employees, invitees shall not obstruct other flat owners and the occupiers of the building in any way by parking vehicles, deposit of materials or rubbish.
- 7. The **PURCHASERS** shall have the right of protection of the said one residential flat togetherwith one Car Parking Space to be kept safe and perfect of all portions of 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 and also togetherwith undivided proportionate share of land alongwith common rights as mentioned herein.
- 8. The **PURCHASERS** shall also be entitled to the right for passage in common as aforesaid for taking gas, electricity, telephone, water to their said flat through pipes, drains, wires and common spaces lying or being in under 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 and one Car Parking Space for the purpose whatsoever.

- 9. The **PURCHASERS** 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 pipes, drains and common spaces as aforesaid and for the purpose of building repair or cleaning of the said one residential flat togetherwith one Car Parking Space of the said building.
- So long as the said **Flat No.** ____ situated on the _____ **Floor,** ____ side of the building together with one Car parking Space No. ___ on Ground Floor of the said building along with all common rights and common expenses as described in the SCHEDULE "B", "C" and "E" hereunder written shall not be separately assessed the said **PURCHASERS** shall pay (from the date of execution of the Deed of Conveyance and/or Completion Certificate issued by K.M.C. and/or occupations/possession taken by the **PURCHASERS** whichever date is earlier) the proportionate share of maintenance of the building and also Municipal taxes as per apportionment to the extent of the **PURCHASERS**' said flat together with one Car Parking Space.
- 11. The **PURCHASERS** shall pay all taxes, rates, impositions and other outgoings in respect of the said one residential flat togetherwith one Car Parking Space proportionately as may be imposed by The Kolkata Municipal Corporation and/or State Government and shall pay all such betterment fees or development charges or any other taxes or payment of similar nature from the date of execution and registration of this Deed of Conveyance.
- 12. The **PURCHASERS** shall pay the proportionate cost of building maintenance and taxes, repairing cost etc., as common expenses as mentioned in the **SCHEDULE** 'E' hereunder written.

- 13. The **PURCHASERS** shall maintain 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 at their 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 Kolkata Municipal Corporation and/or any other Authorities and Local Bodies. The **PURCHASERS** shall abide by rules and by laws of the association of the flat owners if it is formed.
- 14. The said **PURCHASERS** shall maintain their said one residential flat togetherwith one Car Parking Space inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions.
- 15. That the said **PURCHASERS** shall not make any such construction of structural alteration of the outer portion of the building causing any damages to other flats or obstruction to other Owners of the flats of the building.
- 16. The said **PURCHASERS** shall at their own costs and expenses fix up separate meter connection or meters in the said flats for electricity power or gas connection to be consumed in the said flats by the **PURCHASERS** and if required, the **OWNER/ VENDOR** shall apply for bringing up such electric meter from C.E.S.C. on behalf of the **PURCHASERS** at the cost of the **PURCHASERS** and the **PURCHASERS** shall pay all rates and taxes which may be imposed by the appropriate authority in connection with their said one residential flat togetherwith one Car Parking Space. The **PURCHASERS** shall be entitled to make such interior construction and decoration in their flats for their necessities like racks, storage space, gas cylinder spaces, cooking racks etc. without causing any damages to the building.

- 17. The **PURCHASERS** shall have full right and absolute authority to sell, transfer, convey, mortgage, charges, lease of in any encumber deal, with or dispose of their said one residential flat together with one Car Parking Space and/or their possession or to assign or to let out full or part with their interest possession benefit of their said flat together with or any part thereof.
- 18. The **PURCHASERS** shall have to carry out the necessary repair which may be pointed out by the Association only to extent of the said flat together with one Car Parking Space which will be applicable to all the flat Owners.
- 19. The **PURCHASERS** shall not use or caused to be used the said flat together with one Car Parking Space in such manner which may likely to cause nuisance or annoyance to the occupants of other flats of the said building not shall use the same for any illegal or immoral purposes or as a restaurant, workshop and/or godown.
- 20. The said **PURCHASERS** shall not bring keep or store in or any part of the said flat togetherwith one Car Parking Space any inflammable combustible substance articles things likely to injure, damage or prejudicially affect the said flat as well as the building or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.
- 21. On and from the date of taking physical possession/registration/completion certificate obtained from KMC whichever is earlier the **PURCHASERS/ SECOND PART** shall have to pay the necessary monthly maintenance charges of the building, lift and proportionate taxes of their portion of the property. The **OWNER/ VENDOR** will be responsible for all types of taxes, duties and charges for the said flat as described in the **SCHEDULE B**

below up to the date of handing over of physical possession or registration and also Completion Certificate to be obtained from K.M.C. whichever is earlier. The said charges, maintenance etc. shall be fixed up and decided by the association of the Flat Owner's of the building to be formed later on by all the flat owners and the **PURCHASERS** shall have to abide by the decision of the such association.

- 22. The **PURCHASERS** alongwith other owner of Car Parking Space on the ground floor of the building and shall use their individual car parking space by mutual understanding at the time of egress and ingress their individual car through the open car parking space without raising any objection/ hindrances or creating any obstruction. The **PURCHASERS** shall have no right title or interest in any other flat except Schedule - B flat and one Car Parking Space of the Ground Floor and open land of the said building excepting the using right of the roof along with their Co-Purchasers. The PURCHASERS shall have no right to the Ground floor area except common area allotted to them. The **PURCHASERS** hereby declare that they shall not raise any objection if **OWNER/VENDOR** sells the unsold Car Parking Space/s to any outsider.
- 23. The **PURCHASERS** hereby declare and confirm that they have already received the physical possession of the said one residential flat togetherwith one Car Parking Space from the **OWNER/VENDOR** with full satisfaction as regards the area of the said Flat and Car parking Space as mentioned on the Schedule 'B' below and the construction of the entire building and also the title of the property/Premises.

AND FURTHERMORE that the OWNER/VENDOR and all her heirs, executors and administrators, representatives shall at all hereinafter indemnify and keep times indemnified **PURCHASERS** and their 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 PURCHASERS by the **OWNER/VENDOR** or any breach of the covenants hereafter contained. Simultaneously, with the execution and registration of the conveyance of the said one residential flat together with one Car Parking Space the **OWNER/VENDOR** has handed over the PURCHASERS the necessary Xerox copies of document such as The Kolkata Municipal Corporation Tax Receipts, copy of the sanctioned building plan, copies of Title Deeds and all other necessary papers of the building for perfection of the PURCHASERS' Title.

SCHEDULE "A" REFERRED TO ABOVE (DESCRIPTION OF THE ENTIRE LAND AND BUILDING)

ALL THAT piece and parcel of 'Bastu' land measuring an area of **3** (Three) Cottahs **8** (Eight) Chittacks **8** (Eight) Sq.ft. more or less whereon a new partly Ground plus Four Storied building with lift facility is standing erected under name and style "LAKE OASIS (Block - B)" as per sanctioned building Permit No. 2019120220 dated 07.02.2020 and thereafter Permit No. 2022120472 dated 21.01.2023 duly sanctioned by The Kolkata Municipal Corporation Borough Office – XII and the said land and property is situated in Mouza – Nayabad, J.L. No. 25, comprising in R.S. Dag No. 132 (Part), under R.S. Khatian No.101, being Plot No. 72 (Phase-I), within the limits of The Kolkata Municipal Corporation Ward No. 109, known as K.M.C. Premises No. 2266, Nayabad, being Assessee No. 31-109-08-2266-8, under presently P.S. Panchasayar (formerly P.S. Purba

Jadavpur), Kolkata - 700 099, District - South 24-Parganas. The entire property is butted and bounded by :

ON THE NORTH BY : Plot No. 71;

ON THE SOUTH BY : Plot No. 73;

ON THE EAST BY : 25'-0" ft. wide K.M.C. Road;

ON THE WEST BY : Plot No. 67.

SCHEDULE "B" REFERRED TO ABOVE (DESCRIPTION OF FLAT ALONGWITH CAR PARKING SPACE WHICH IS HEREBY BEING TRANSFERRED)

ALL	THAT	piece	and	parcel	of	one	resider	ıtial
Apartment/	Flat/Uni	t No	having	carpet	area of	: s	quare I	reet
more or les	s (Exclus	sive Balo	cony/Ve	randah	Carpet	Area	Squ	ıare
Feet exclude	ed from to	otal carp	et area)	aggrega	ting to 1	net car	pet are	a of
Square	Feet co	orrespond	ding to	total by	uilt up	area o	f unit	
Square Feet	and cor	respondi	ng to tot	al Sup	er built	up/Sa	leable a	area
of Squ	are Fee	t more	or less	on the]	Floor,		
side of the	building	and the	flat is	consistii	ng of	Ве	d room	s, 1
Drawing-cum	n-Dining	room, 1 I	Kitchen,	1 Toilet	, 1 W.C	. and	1 Veran	dah
together wit	h right t	o park :	l (One)	mediur	n sized	motor	car of	the
covered Car	Parking	Space 1	eing N	o. _ on	the Gr	ound F	floor of	the
said building	g measur	ing an ar	ea of 13	5 (One	hundre	d and 1	Γhirty-f	ive)
Sq.ft. more	or less at	"LAKE	OASIS (Block - 1	B)" and	also to	gether v	with
proportionat	e undivid	led share	of land	d measu	ıring an	area o	of 3 (Th	ree)
Cottahs 8 (1	Eight) Ch	ittacks	8 (Eight	Sq.ft.	more o	r less,	situate	d in
Mouza - Nay	yabad, J.	L. No. 25	, comp	rising in	R.S. D	ag No.	132 (P	art),
under R.S.	Khatian	No.101,	being	Plot N	o. 72 (Phase-	I), and	all
common righ	nts and co	ommon s	ervice a	nd expe	nses and	d also f	ixtures	and
fittings, ele	ctrical i	nstallatio	n men	tioned	in the	SCH	EDULE	' E '

hereunder written and the proposed flat together with Car Parking Space is situated within presently Police Station - Purba Jadavpur, under The Kolkata Municipal Corporation Ward No.109, in K.M.C. Premises No. 2266, Nayabad, Kolkata - 700 099, District - South 24-Parganas as described in the SCHEDULE "A" above 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)

- 1. All stair-cases and stair landings 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. Ultimate Fourth Floor roof, Parapet wall of the building are for the purpose of common services and right.
- 6. Water pump, overhead water tank and all water supply line and plumbing lines.
- 7. Common Electric meter space, electric meter board, Electricity service and electricity main line wirings and lighting.
- 8. Drainages and sewerages including man-hole, junction pits etc. and drive way.

- 9. Boundary walls, main gate and/or side gates if any.
- 10. Vacant space and common Toilet, if any on the Ground Floor.
- 11. Lift and lift machine room of the building
- 12. 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.
- 13. Such other common parts, areas, equipments and installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Owner expressly to be the common parts after construction of the building.

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 on 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.
- 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 wails 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, SEALED AND DELIVERED by the within the names **PARTIES** at Kolkata in the presence of :

WITNESSES:

1.

SIGNATURE OF THE FIRST PART/ OWNER/VENDOR

2.

1.

2.

SIGNATURE OF THE SECOND PART/
PURCHASERS

MEMO OF CONSIDERATION

	RECEIVE	D of and from	the within mentioned	PURCHASERS the
full o	consideratio	on sum of Rs. _	/- (Rupees)
only	against the	within mention	ed said Flat No. sit	uated on the
Floo	r,	side of th	e building togetherwith	one Car parking
Spac	e No	on Ground Flo	or of the said building	being part of The
Kolka	ata Munici	pal Corporation	Premises No. 2266	, Nayabad, within
Ward	l No. 109,	under presently	y Police Station – Panc	hasayar, Kolkata –
7000	99, District	– South 24-Par	ganas, in the manner fo	ollowing :-
Sl. No.	Cheque/ Pay Order	Date	Name of the Bank & Branch	Amount (Rs.)
	No.			
			TOTAL	: Rs.
(Tota	l Rupees		only)	
WITN	<u>IESSES</u> :		For GHA	RBARI DEVELOPERS
1.				Anju Roy Proprietor
				IATURE OF THE NER/VENDOR

2.

DATED THIS DAY OF 2023

BETWEEN

SMT. ANJU ROY

FIRST PART/OWNER/VENDOR

<u>AND</u>

1.	,		
2.			

SECOND PART/PURCHASERS

DEED OF CONVEYANCEVALUE: Rs._____/-

VALUE: Rs.____/-Part of Premises No. 2266, Nayabad, Kolkata – 700 099.