


N S CONSTRUCTION

  
Partner

**DEED OF CONVEYANCE**

**THIS INDENTURE** is made on this the                    day of October, Two  
Thousand Twenty Three (2023) A.D.

**BETWEEN**

**SRI SAUMEN MIDDEY, (PAN:AMFPM4719B, AADHAAR NO. 5700 0930 2894)**, son of Late Atul Krishna Middey, by faith Hindu, by occupation-Business, residing at Jote Shibrapur, Post Office-Jote Shibrapur, Police Station-Maheshtala, Kolkata-700014, hereinafter called and referred to as the "**OWNER/VENDOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**. The Owner Sri Saumen Middey, represented by his Constituted Attorney **SAMADUL ALI KHAN, (PAN:AGAPK4444L, AADHAAR NO. 5097 9248 2154)**, son of Late Sultan Ali Khan, by faith: Muslim, by occupation: Business, residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata - 700061, partners of **M/S. N S CONSTRUCTION, (PAN : AAMFN8127H)** a registered Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station-Maheshtala, Kolkata-700061, by two Registered Development Power of Attorney dated 26.03.2021 & 23.08.2021, and entered in Book No. 1, Volume No. 1607-2021, Page Nos. 178334 to 178356, Being No. 04961, for the year 2021 and Book No. 1, Volume No. 1607-2021, Page Nos. 364614 to 364634, Being No. 09862, for the year 2021 and two Supplementary Development Agreement with Development Power of Attorney both dated 23.08.2021 and entered in Book No. 1, Volume No. 1607-2021, Page Nos. 364436 to 364456, Being No. 9855, for the year 2021 and Book No. 1, Volume No. 1607-2021, Page Nos. 365144 to 365164, Being No. 9856, for the year 2021 and all were registered at the Office Additional District Sub-Registrar at Behala.

**A N D**

**M/S. N S CONSTRUCTION, (PAN: AAMFN8127H)** a registered Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station-Maheshtala, Kolkata-700061, represented by its Partners namely- (1) **NARGIS KHAN, (PAN:ATIPK3681Q)**, wife of Samadul Ali Khan, by faith: Islam, by occupation: Business, (2) **SAMADUL ALI KHAN, (PAN:AGAPK4444L)** son of Late Sultan Ali Khan, by faith: Islam, by occupation: Business: and (3) **SUHANA KHAN, (PAN : DXAPK1657R)** , daughter of Samadul Ali Khan, by faith: Islam, by occupation: Business, all residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata - 700061;

hereinafter called and referred to as the "**DEVELOPER/PROMOTER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors, executors, legal representatives and assigns) of the **SECOND PART. NARGIS KHAN** and **SUHANA KHAN**, the Partner Nos. 1 & 3 are being represented by the Partner No. 2 **SAMADUL ALI KHAN, (PAN:AGAPK4444L)** son of Late Sultan Ali Khan, by faith: Islam, by Nationality-Indian, by occupation: Business: residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata - 700061, by virtue of Power of Attorney dated 28.09.2018, which was registered at the Office of Additional District Sub Registrar at Behala and entered in Book No. IV, Being No. 160700650 for the year 2018.

**AND**

\_\_\_\_\_, (PAN: \_\_\_\_\_, AADHAAR NO. \_\_\_\_\_), son of \_\_\_\_\_, by faith: \_\_\_\_\_, by occupation: \_\_\_\_\_, Nationality: Indian, residing at \_\_\_\_\_, Post office : \_\_\_\_\_, Police Station : \_\_\_\_\_, Kolkata - \_\_\_\_\_ hereinafter called and referred to as the "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

**WHEREAS**

- A. By virtue of a registered Deed of Partition dated 26.07.1955, registered at the Office of Sub Registrar at Behala and entered in Book No. I, Being No. 1926 for the year 1955, one Atul Krishna Middey and his brother Keshab Chandra Middey as party of the First Part jointly got land measuring 72 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrampur, J.L. No.25, Police Station-Maheshtala, District-24 Parganas.
- B. By virtue of a registered Deed of Sale dated 16.07.1962, the said Keshab Chandra Middey sold, transferred and conveyed undivided ½ (half) share out of **ALL THAT** piece and parcel of land measuring 72 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrampur, J.L. No.25, Police Station-Maheshtala, District-24 Parganas in favour of Atul Krishna Middey. The said Deed was registered at the Office of



Sub Registrar at Behala and entered in Book No. I, Being No. 3145 for the year 1962.

- C. After getting the aforesaid property by virtue of Deed of Partition and purchase the said Atul Krishna Middey became the Owner of **ALL THAT** piece and parcel of land measuring 72 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrampur, J.L. No. 25, Police Station-Maheshtala, District-24 Parganas.
- D. Out of the aforesaid property, the said Atul Krishna Middey sold away some portion of land and he retained **ALL THAT** piece and parcel of land measuring 57.5 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrampur, J.L. No. 25, Police Station-Maheshtala, District-24 Parganas.
- E. During the lifetime the said Atul Krishna Middey executed and registered a Deed of Settlement dated 10.02.1984, in respect of land measuring 57.5 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrampur, J.L. No. 25, Police Station-Maheshtala, District-24 Parganas in favour of his son Sri Saumen Middey, the present Owner herein. The said Deed of Settlement was registered at the Office of Sub Registrar at Behala and entered in Book No. I, Being No. 393 for the year 1984.
- F. It has been stipulated in the Deed of Settlement during the lifetime Atul Krishna Middey shall enjoy the said property and after his demise, his son Sri Saumen Middey would be the exclusive Owner with exclusive right to sell, transfer, alienate and mortgage the aforesaid property.
- G. The said Atul Krishna Middey died intestate on 26.09.2013 leaving behind his son Sri Saumen Middey, and after the demise of Atul Krishna Middey, in terms of the Deed of Settlement, Sri Saumen Middey became the absolute Owner in respect of **ALL THAT** piece and parcel of land measuring 57.5 decimals, lying and situate in R.S. Dag No. 314, under R.S. Khatian No. 415 of Mouza-Chak Jote Shibrampur, J.L. No. 25, Police Station-Maheshtala, District-24 Parganas (South).
- H. The name of Atul Krishna Middey was recorded in respect of the aforesaid property in the records of Maheshtala Municipality as Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road

(West), Police Station-Maheshtala, Kolkata-700141 and also in the records of B.L. & L.R.O., Government of West Bengal, under L.R. Khatian No. 34.

- I. The Owner owned and possessed and subsequently entitled to get in respect of **ALL THAT** piece and parcel of Bastu land measuring 57.5 decimals, be the same or a little more or less, whereupon structure standing thereupon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.34 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14, District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto.
- J. The present Owner is desirous to raise a multi-storied building upon the aforesaid premises. But due to financial stringency and/or paucity of funds and experience, the Owner is unable to start construction of the said Building upon the aforesaid property and had been in search of a Builder and/or Developer who can undertake the responsibility of construction of such building upon the aforesaid property by his/her/their own arrangement cost and expenses.
- K. M/S. N. S. Construction gained experience in the field of construction as Developer with sound financial standing. Being aware of such intention of the Owners, the Developer approached the Owners to enter into joint venture agreement for development of the aforesaid premises with a scheme to be formulated by the Owner and to empower the Developer to raise proposed construction and/or the project on the strength of a Power of Attorney to be executed separately.
- L. The Owner and the Developer executed and registered a Development Agreement dated 30.08.2019, in respect **ALL THAT** piece and parcel of Bastu land measuring 21 Cottahs, be the same or a little more or less, out of 57.5 decimals, whereupon brick wall tile roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.34 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward



No. 14. District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto the terms and conditions mentioned therein including allocation of the Owner and the Developer. The said Development Agreement was registered at the office of the Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2019, Page Nos. 297947 to 298004, Being No. 09373 for the year 2019 ; (hereinafter referred to as the "**First Development Agreement**").

M. In terms of the Development Agreement, the Owner also has executed a Power of Attorney on 30.08.2019 in respect of **ALL THAT** piece and parcel of Bastu land measuring 21 Cottahs, be the same or a little more or less, out of 57.5 decimals, whereupon brick wall title roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.34 of Mouza-Chak Jote Shibrapur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, in favour of **SAMADUL ALI KHAN**, residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata - 700061; one of the Partners of **M/S. N S CONSTRUCTION**, a registered Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station-Maheshtala, Kolkata-700061, to do all acts, deeds and things mentioned therein including construction of the building as per sanctioned plan of the Maheshtala Municipality and to convey the undivided and impartible proportionate share of the land attached to the units/floors/flats/car parking spaces of the Developer's Allocation. The said Power of Attorney was registered at the Office Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2019, Page Nos. 298425 to 298448, Being No. 09387 for the year 2019 (hereinafter referred to as the "**First Development Power of Attorney**").

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N. The Owner and the Developer executed another registered a Development Agreement dated 30.08.2019, in respect **ALL THAT** piece and parcel of Bastu land measuring 5 Cottahs, be the same or a little more or less, out of 57.5 decimals, whereupon brick wall title roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.34 of Mouza-Chak Jote Shibrapur, J.L.

No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto the terms and conditions mentioned therein including allocation of the Owner and the Developer. The said Development Agreement was registered at the office of the Additional District Sub-Registrar at Behala and entered in Book No. 1, Volume No. 1607-2019, Page Nos. 298034 to 298091, Being No. 09375 for the year 2019 ; (hereinafter referred to as the "**Second Development Agreement**").

O. In terms of the Development Agreement, the Owner also has executed another Power of Attorney on 30.08.2019 in respect of **ALL THAT** piece and parcel of Bastu land measuring 5 Cottahs, be the same or a little more or less, out of 57.5 decimals, whereupon brick wall tile roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.34 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, in favour of **SAMADUL ALI KHAN**, residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata - 700061; one of the Partners of **M/S. N S CONSTRUCTION**, a registered Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station-Maheshtala, Kolkata-700061, to do all acts, deeds and things mentioned therein including construction of the building as per sanctioned plan of the Maheshtala Municipality and to convey the undivided and impartible proportionate share of the land attached to the units/floors/flats/car parking spaces of the Developer's Allocation. The said Power of Attorney was registered at the Office Additional District Sub-Registrar at Behala and entered in Book No. 1, Volume No. 1607-2019, Page Nos. 298449 to 298472, Being No. 09388 for the year 2019 (hereinafter referred to as the "**Second Development Power of Attorney**").

P. The Owner and the Developer executed another registered a Development Agreement dated 26.03.2021, in respect **ALL THAT** piece and parcel of Bastu land measuring 7.43 Cottahs, be the same or a little more or less,



front portion out of the said premises, whereupon brick wall title roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.4228 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto the terms and conditions mentioned therein including allocation of the Owner and the Developer. The said Development Agreement was registered at the office of the Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2021, Page Nos. 186990 to 187041, Being No. 04950 for the year 2021; (hereinafter referred to as the "**Third Development Agreement**").

Q. In terms of the Development Agreement, the Owner also has executed another Power of Attorney on 26.03.2021 in respect of **ALL THAT** piece and parcel of Bastu land measuring 7.43 Cottahs, be the same or a little more or less, front portion out of the said premises, whereupon brick wall title roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian No.4228 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, in favour of **SAMADUL ALI KHAN**, residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata - 700061; one of the Partners of **M/S. N S CONSTRUCTION**, a registered Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station-Maheshtala, Kolkata-700061, to do all acts, deeds and things mentioned therein including construction of the building as per sanctioned plan of the Maheshtala Municipality and to convey the undivided and impartible proportionate share of the land attached to the units/floors/flats/car parking spaces of the Developer's Allocation. The said Power of Attorney was registered at the Office Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2021, Page Nos. 178334 to 178356, Being No. 04961for

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the year 2021 (hereinafter referred to as the "**Third Development Power of Attorney**").

R. The Owner and the Developer executed another registered a Development Agreement dated 23.08.2021, in respect **ALL THAT** piece and parcel of Bastu land measuring 8.39 Cottahs, be the same or a little more or less, out of 69 decimals, whereupon brick wall title roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian Nos.34 & 4228 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto the terms and conditions mentioned therein including allocation of the Owner and the Developer. The said Development Agreement was registered at the office of the Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2021, Page Nos. 364040 to 364090, Being No. 09846 for the year 2021; (hereinafter referred to as the "**Fourth Development Agreement**").

S. In terms of the Development Agreement, the Owner also has executed another Power of Attorney on 23.08.2021 in respect of **ALL THAT** piece and parcel of Bastu land measuring 8.39 Cottahs, be the same or a little more or less, out of 69 decimals, whereupon brick wall title roofing structure standing thereon, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian Nos.34 & 4228 of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas, in favour of **SAMADUL ALI KHAN**, residing at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station: Maheshtala, Kolkata - 700061; one of the Partners of **M/S. N S CONSTRUCTION**, a registered Partnership Firm, having its registered office at 135, Subhayan Park, Biren Roy Road (West), Post Office-Sarsuna, Police Station-Maheshtala, Kolkata-700061, to do all acts, deeds and things mentioned therein including construction of the building as per sanctioned plan of the Maheshtala Municipality and to

convey the undivided and impartible proportionate share of the land attached to the units/floors/flats/car parking spaces of the Developer's Allocation. The said Power of Attorney was registered at the Office Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2021, Page Nos. 364614 to 364634, Being No. 09862, for the year 2021 (hereinafter referred to as the "**Fourth Development Power of Attorney**").

- T. The Owner and Developer executed and registered 4(four) separate First, Second, Third and Fourth Development Agreements dated 30.08.2019, 30.08.2019, 26.03.2021 and 23.08.2021 for construction of the building upon the land measuring 55.16 decimals equivalent to 33.43 Cottahs, and the said 3(three) Development Agreements were registered at the office of Additional District Sub-Registrar at Behala and entered in (i) Book No.I, Volume No.1607-2019, Page Nos.297947 to 298004, Being No.9373 for the year 2019; (ii) Book No.I, Volume No.1607-2019, Page Nos.298034 to 298091, Being No.9375 for the year 2019; (iii) Book No.I, Volume No.1607-2021, Page Nos.186990 to 187041, Being No.4950 for the year 2021 and (iv) Book No, I, Volume No. 1607-2021, Page Nos. 364040 to 364090, Being No. 09846 for the year 2021 (hereinafter referred to as the "**Development Agreements**").
- U. The Owner and the Developer executed and registered two Supplementary Development Agreement with Development Power of Attorney dated 23.08.2021 in connection with the First and Second Development Agreement and First and Second Development Power of Attorney both dated 30.08.2019, the terms and conditions mentioned therein. The said two Supplementary Development Agreement with Development Power of Attorney both dated 23.08.2021 one was entered in Book No. I, Volume No. 1607-2021, Page Nos. 364436 to 364456, Being No. 9855, for the year 2021 and another was entered in Book No. I, Volume No. 1607-2021, Page Nos. 365144 to 365164, Being No. 9856, for the year 2021 both were registered at the Office Additional District Sub-Registrar at Behala.
- V. In terms of the Development Agreements, Development Power of Attorney and subsequent Development Agreement with Development Power of Attorneys, the Developer is entitled to sell, transfer and assign the Owner's



Allocation in the proposed building to its intending buyer(s) and shall disburse the sale proceeds to the owner after statutory deduction.

- W. The present owner got his name mutated in the records of the aforesaid property in B.L. & L.R.O., Government of West Bengal, under L.R. Khatian Nos.4228 & 4262, in R.S. & L.R. Dag No. 314 and enjoying the same by paying taxes and khazanas to the appropriate authority.
- X. For the purpose of construction of the building upon the aforesaid property, the Owner through the Developer amalgamated the aforesaid plots into one premises and got his name mutated in respect of the aforesaid property in the records of the Maheshtala Municipality and the property has since been known as Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani, in its Ward No.14.
- Y. The Developer in the name of the Owner obtained Land Ceiling Clearance from the Competent Authority at its own cost and expenses.
- Z. The Developer in the name of the Owner got a plan sanction from the Maheshtala Municipality, being Building Permit No. III-B/MM/BLDG/2/356/2021-2022 dated 24.12.2021 for construction of a G + VII storied building (hereinafter referred to as the "**Sanction Plan**") after demolishing the existence structure.
- AA. In conformity with the sanction plan, the Developer has started and completed construction of the buildings named "**Prime Tower**" having Two Towers, being **Tower Nos. A & B** upon **ALL THAT** piece and parcel of Bastu land measuring 41 (forty one) Cottahs 13 (thirteen) Chittacks 5 (five) Square Feet, be the same or a little more or less, lying and situated in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian Nos. 4228 & 4262, of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14, District: South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto, which has been specifically described in the **SCHEDULE-"A"** hereinabove and hereinafter referred to as the "**Said Property**".

- BB. Out of the allocation of the Owner and the Developer, the Developer floated advertisement that it is going to construct multistoried building/s having two Blocks upon the said premises and the flat/car parking space/s and commercial space/s are available for sale of the proposed building at the said premises.
- CC. Being aware of such intention of the Developer, the Purchasers after going through the brochures and terms and conditions of booking of the flat/car parking space/s and shop/s agreed to purchase and booked **ALL THAT** the Apartment No. \_\_\_\_\_, containing a carpet area of \_\_\_\_\_ Sq. Ft., type \_\_\_\_\_ **BHK**, with Exclusive balcony area of \_\_\_\_\_ Sq. Ft., with Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of \_\_\_\_\_ Sq. Ft. Chargeable/super built-up area being \_\_\_\_\_ Sq. Ft. be the same a little more or less on the \_\_\_\_\_ Floor of the Block No. \_\_\_\_\_ of the Project to be known as "**PRIME TOWER**" together with right to park **One Car parking space (Open to Sky)** (dependent/independent) parking space in the ground floor level of the building of the said property.
- DD. After going through all the papers and documents including chain of title deeds of the property of the Owners, Joint Venture Agreement for Development Agreement, Development Power of Attorney, Supplementary Development Agreement with Development Power of Attorney, Certificate of Land Ceiling Clearance, Approval from HIRA and inspecting the sanction building plan, its measurement, dimensions and other documents and after causing necessary searching to the concerned offices and courts, the Purchasers agreed to purchase **ALL THAT** the Apartment No. \_\_\_\_\_, containing a carpet area of \_\_\_\_\_ Sq. Ft., type \_\_\_\_\_ **BHK**, with Exclusive balcony area of \_\_\_\_\_ Sq. Ft., with Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of \_\_\_\_\_ Sq. Ft. Chargeable/super built-up area being \_\_\_\_\_ Sq. Ft. be the same a little more or less on the \_\_\_\_\_ Floor of the Block No. \_\_\_\_\_ of the Project to be known as "**PRIME TOWER**" together with right to park **One Car parking space (Open to Sky)** (dependent/independent) parking space in the ground floor level of the building of the said property which has been specifically described in **SCHEDULE-"B"** hereunder written **TOGETHER WITH** undivided proportionate impartible share and/or interest in the land underneath the



building comprised in the said premises and attributable to the said unit, the common areas, portions and facilities and amenities in the said building (hereinafter collectively referred to as the "**said unit**" from the Owner and the Developer and the Purchaser agreed to pay the consideration amount in the name of the Developer for execution of the agreement for sale.

**AND WHEREAS** on negotiation price for the said unit has been settled at or for the total consideration of Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) only. According to the Developer, the price settled is highest available price in the market. The Owners, the Developer and the Purchasers executed and registered an Agreement for Sale dated \_\_\_\_\_ in respect of the said unit. The said Agreement for Sale was registered at the office of Additional District Sub-Registrar, Behala, South 24 Parganas and entered in Book No.1, Volume No. \_\_\_\_\_, Page Nos. \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for year 2023 the "Agreement for Sale"). The market value of the said unit has been assessed of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only. The Purchasers have paid 4% of the total stamp duty at the time of execution and registration of the Agreement for Sale. On or before execution and registration of the Deed of Conveyance the Purchasers have paid 1% registration fee through government portal for completion of the Deed of Conveyance in respect of the said unit.

**AND WHEREAS** after completion of construction of the said building in all respect, the Developer has fulfilled all its obligations as mentioned in the Development Agreement dated \_\_\_\_\_.

**AND WHEREAS** the Purchasers have paid the entire consideration money to the Developer and the Developer has completed construction of the said unit in the said building in all respect and delivered possession thereof to the Purchasers and the Owners and the Developer hereby execute the Deed of Conveyance in respect of the said unit together with undivided impartible proportionate share of the land including all common areas, portions, easement rights, facilities and amenities annexed thereto in favour of the Purchasers.

**NOW THIS INDENTURE WITNESSETH** as follows:-

1. In pursuance of the registered Agreement for Sale dated \_\_\_\_\_ and in consideration of the said sum of Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) only paid by the Purchasers to the Developer on or before the execution of these

presents (the receipt whereof the Developer do hereby as well as by the receipt hereunder written granted, admit, acknowledge and confirm and of and from the same and every part thereof, the Owners and the Developer do and each of them doth hereby forever acquit, release, exonerate and discharge the undivided impartible proportionate share or interest in the land also the said unit unto the Purchasers) and the Owners as well as the Developer doth hereby grant, sell, convey, transfer, assign and assure unto the Purchasers **ALL THAT** the undivided proportionate impartible share and/or interest in the land comprised in the said premises morefully described in the **SCHEDULE "A"** hereunder written as well as the said unit morefully described in **SCHEDULE-"B"** hereunder written of the said building **AND TOGETHER WITH** the right to use the common areas, portions, facilities, amenities and installations in the said Building morefully described in the **SCHEDULE "C"** hereunder written in common with the co-owners and/or occupiers of the other flats/units in the said Building (which is hereinafter called "**THE SAID UNDIVIDED SHARE**") **AND TOGETHER WITH** all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the said unit more fully described in the **SCHEDULE "D"** hereunder written subject to the terms, conditions, covenants and stipulations morefully described in the **SCHEDULE-"E"** hereunder written **AND FURTHER** subject to the several restrictions morefully described in the **SCHEDULE-"F"** hereunder written **AND ALSO** subject to the Purchasers regularly and punctually paying the proportionate costs of maintenance and other expenses as mentioned in the **SCHEDULE "G"** hereunder written and the rights appurtenant thereto **AND** reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection with the said unit and the said undivided share **AND** all the estate, right, title interest, profits, claim and demand whatsoever both at law and in equity of the Owners into and/or upon the said undivided share and the undivided proportionate share or interest in the common portions respectively and every part thereof and all deeds, documents, writings and evidences of title exclusively relating to or concerning and rights appurtenant thereto **TO HAVE AND TO HOLD** the said unit and the said undivided share **AND TOGETHER WITH** the said undivided proportionate impartible share and interest into and upon the said land at the said premises proportionate to the said unit hereby conveyed, transferred and

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*John*  
Partner



assigned unto and to the use of the Purchasers or any part or parcel thereof and the common areas and facilities and the rights appurtenant thereto herein comprised and hereby sold, granted, transferred, conveyed, assured and assigned and confirmed and every part or parts thereof in respect of the said unit and the said undivided share and the common areas, portions and facilities **AND TOGETHER WITH** the right appurtenant thereto respectively and every of their respective rights, liberties and appurtenances whatsoever unto the Purchasers absolutely and forever free from all encumbrances trust liens and attachments whatsoever and all and every manner or former or other right, liberties, easements or quasi easements privileges profits appendages and appurtenances whatsoever standing and being in and upon or belonging or in anywise appertaining to the said premises hereby conveyed in connection with the beneficial use and enjoyment of the said unit and the said undivided share.

II. **THE OWNERS AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS** as follows :-

- a) That notwithstanding any act, deed, matter or thing whatsoever heretofore done committed or knowingly suffered by the Owners and the Developer to the contrary, the Owners are lawfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the Developer is lawfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled the said unit hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.
- b) That the Developer has rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said unit and the Owners have full power and absolute authority to sell, grant, transfer and convey undivided impartible proportionate share in the said land unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these present.
- c) That it shall be lawful for the Purchasers at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said proportionate undivided share in the said land and the said unit and receive the rents issues and profits thereof without any lawful eviction interruption

hindrance disturbance claim or demand whatsoever from or by the Owners or the Developer or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said proportionate undivided share in the said land and the said unit through or under or in trust for the Owners and the Developer and free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Owners and the Developer well and sufficiently saved defended kept harmless and indemnified or from and against all charges lispendents and encumbrances whatsoever made done executed or knowingly suffered by the Owners and the Developer.

- d) That the Owners and the Developer all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said proportionate share in the said land and the said unit from through or under or in trust for the Owners and the Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said unit hereby sold granted transferred conveyed assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.
- e) That the Owners shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonably request and at the cost of the Purchasers produce or cause to be produced before the Purchasers or their Tribunal, Board, Authority or Firm for inspection or otherwise as occasion shall require the Deeds and Writings in connection with the said land so long as the same shall remain with the Owners and shall also at the like request and costs deliver to the Purchasers such attested or other copies of or extracts there from as the Purchasers may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobliterate and uncanceled.



- f) That the Developer hereby further declare that they have no right, title and interest whatsoever in the said unit so constructed by themselves for and on behalf and at the cost of the Purchasers upon the said land comprised in the said premises.
- g) That the Owners or the Developer have not done and/or shall not do anything or make any grant or term whereby the right of the Purchasers here under may be prejudicially affected and shall make do all such acts, deeds and things as may be necessary to assure the rights available to the Purchasers.
- h) That the Purchasers shall have exclusive and free right to sell, lease, gift, mortgage, transfer and/or assigns the said unit in any manner whatsoever.
- i) That the Owners and the Developer shall help and assist the Purchasers in mutating their names in the records of the Kolkata Municipal Corporation and other authorities in respect of the said unit. The cost and expenses of such mutation and other legal formalities with different Govt. Authority shall have to be borne by the Purchasers.
- j) The Purchaser has paid a sum of Rs. \_\_\_\_\_/- as funds for future repairs replacement, improvements and developments in the said project. This amount shall be and /or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Developer/Promoter or the Association deem fit and proper. The Developer shall pay the said amount to the Association after deduction if any for repair, replacement, improvement and development.

**B. Advance Maintenance charges-** This amount is payable against 12 months advance maintenance charges for the said apartment @ Rs.2/- per square feet super built up area.

a)

- b) The Purchasers has paid a sum of Rs. \_\_\_\_\_/- towards maintenance charge per month except Generator running cost (Diesel cost at actual monthly) for 1(one) year towards proportionate maintenance charges of the unit to the Developer with effect from \_\_\_\_\_. The Developer has appointed \_\_\_\_\_, (hereinafter referred to as the "**Nominated Firm**"). The Nominated firm so appointed by the Developer shall maintain and manage all the affairs of the building for 1(one) year on and from the date 01.08.2023 and after 1(one) year, such Nominated Firm of the Developer shall handover the maintenance of the building to the Association to be formed by Owners of the flat of the building.

- c) That the Owners and the Developer shall duly fulfill and perform all their obligations and covenants elsewhere and herein expressly contained.

II. THE PURCHASERS DO HEREBY COVENANTS WITH THE OWNERS AND THE DEVELOPER as follows :-

- a) That the Purchasers have inspected the building and the said unit and only after being fully satisfied about the title, quality, workmanship, measurements, all features and without reserving any claim in this regard in future, completing the purchase hereunder.
- b) That the Purchasers have received peaceful vacant possession of the said unit in their complete satisfaction.
- c) That the Purchasers shall perform and observe the covenants and obligations required to be observed and performed and shall also pay costs, expenses, outgoing and obligations mentioned in the SCHEDULE "G" hereunder.
- d) That the Purchasers shall all times hereafter make payment of all Corporation /municipal taxes and other rates, taxes, impositions and outgoing arising from the date of handing over possession and that may be imposed from time to time or become payable in respect of the said unit.
- e) That the Purchasers shall permit the Owners of other flats/ apartments and her surveyors or agents with or without workmen and others at all reasonable times on prior appointment to enter into and upon the said unit for the purpose of repairing making, reinstalling, rebuilding, cleaning, lighting and keeping in order and good conditions and sewers, drains, pipes, cables, water courses, structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down maintaining, repairing, restoring, testing water pipes, electrical wires and cables for other similar purpose.
- f) That the Purchasers shall keep the said unit in good substantial repair and conditions so as to support and protect the other parts of the said building as they now enjoy.
- g) The **PURCHASERS** shall have to apply to the CESC Ltd. individually for obtaining supply of power and meter in the said unit. The **PURCHASERS** shall be required to pay the applicable Security Deposit and other charges to the CESC Ltd.



- h) That the Purchasers shall regularly and punctually on receipt of the bills pay the electricity charges on account of the electricity as may be consumed for the said unit and as may be shown recorded in the meter installed at the space of the ground floor to record consumption of electricity at the said unit.
- i) Upon execution and registration of the Deed of Conveyances and handing over possession of all the flats/shops to the Purchasers or the owners, the Developer shall cease to have any responsibility and the Purchasers and the owners shall not be able to charge or make liable the Developer in respect of any responsibility with regard to maintenance and management of all the affairs of the building and after the Developer and/or its Nominated Firm ceasing to have any responsibility within the time specified hereinabove, the Purchasers and owners shall remain obligated to form Association for maintenance and management of the building.
- j) The purchaser/flat owners shall take responsibility to form an Association for maintenance and management of the building and the Nominated Firm shall help and assist the Purchasers to form Association to the purchasers/flat owners.
- III. The Purchasers or any other person occupies the said unit shall observe and perform the rules and regulations relating to the protection, management and maintenances of the said building.

**THE SCHEDULE "A" ABOVE REFERRED TO**  
(Description of the Said Premises)

**ALL THAT** piece and parcel of Bastu land measuring 41 Cottahs 13 Chittacks 5 Square Feet, be the same or a little more or less, whereupon ground plus seven storied building standing is under construction, named as "**Prime Tower**" having Two Towers, being **Tower Nos. A & B**, lying and situate in R.S. & L.R. Dag No.314, under R.S. Khatian No.415, corresponding to L.R. Khatian Nos. 4228 & 4262, of Mouza-Chak Jote Shibrampur, J.L. No.25, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas together with all right of easements, common facilities and amenities annexed thereto, District Sub Registration office at Alipore and Additional Sub-Registration Office at

Behala, District: South 24 Parganas together with all right of easements, common facilities and amenities annexed thereto, which is butted and bounded:-

**ON THE NORTH BY** :  
**ON THE SOUTH BY** :  
**ON THE EAST BY** :  
**ON THE WEST BY** :

**THE SCHEDULE "B" ABOVE REFERRED TO**  
*(Description of the said unit hereby sold)*

**ALL THAT** the Apartment No. \_\_\_\_\_, containing a carpet area of \_\_\_\_\_ Sq. Ft., type \_\_\_\_\_ **BHK**, with Exclusive balcony area of \_\_\_\_\_ Sq. Ft., with Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of \_\_\_\_\_ Sq. Ft. Chargeable/super built-up area being \_\_\_\_\_ Sq. Ft. be the same a little more or less on the \_\_\_\_\_ Floor of the Block No. \_\_\_\_\_ of the Project to be known as "**PRIME TOWER**" together with right to park **One Car parking space (Open to Sky)** (dependent/independent) parking space in the ground floor level of the building of the said property together with the undivided proportionate share of the of land mentioned in **SCHEDULE-A** hereinabove including all right of easements, common areas, facilities and amenities annexed thereto, at and being Municipal Holding No.B4-18/257, Ho-Chi-Minh Sarani previously known as Biren Roy Road (West), Police Station-Maheshtala, Kolkata-700141, within the limits of Maheshtala Municipality, in its Ward No. 14. District: South 24 Parganas. The said unit is delineated in "**RED**" border in the map or plan annexed with the Deed and the map or plan should be treated as part of this Deed.

**THE SCHEDULE "C" ABOVE REFERRED TO**  
*(Common Areas/Portions)*

A: **Areas:** (a) Open and/or covered paths and passages (and not any other vacant land), (b) Lift & Stair Lobbies and Staircases, (c) The Open Roof and/or Terrace on the Top floor of the New Building/s, (d) Stair Head Room, (e) Lift Machine Room and Lift Well, (f) Boundary walls and main gates of the Project (g) Children Play Area (h) Common Toilet on the ground floor, (i) Durwan /Guard/Caretaker's Room, (j) Electrical Meter Room (k) Community Hall (l) Residents' Club if any and other areas provided for common use of all the residents of the project.

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Water, Drainage and Plumbing: (a) UGR/OHT (b) All pipes and fittings for water supply (save those inside any Flat,) (d) Deep Tube Well, (e) Water Treatment Plant (f) all the pipes and fittings provided for sewage and drainage line including connection to the KMC main drain.

Fire Fighting System: All the pipes, valves and fittings, pumps and other equipment provided for fire fighting.

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) Diesel Generator Set with its installations, backup power to each unit (s) Intercom /CCTV.

(a) Drains, Sewers and pipes, (b) Drainage connection with KMC.

Others: Other common area and installations and/or equipment as may be provided in the project, which are not included in the above said schedule for common use and enjoyment.

**B: Amenities & Features**

- Air Condition GYM
- AC Club Room
- AC Association Room
- AC Community Hall with Terrace Garden Party Hall.
- Terrace Garden
- Premium Elevators
- Fire Fighting System as per Fire Norms and Recommendations.
- Power Backup (Diesel Generator)
- CCTV and Security Boom Gates.
- Water Treatment Plant
- Guard Room and Toilet
- Emergency Health Service

**THE SCHEDULE "D" ABOVE REFERRED TO**  
(Easements)

The Purchasers shall have the following rights, easements, quasi-easements, privileges and /or appurtenances:

- a) The right of common passage, user and movement in all the Common Portions.

- b) The right of passage of utilities, including connection for telephones, televisions pipes, cables, etc. through each and every part of the said Building including the said unit.
- c) Right of support, shelter and protection of each portion of the said Building by other and / or others thereof.
- d) The absolute unfettered and unencumbered right over the common portions.
- e) Such rights, supports, easements and appurtenances as are usually held, used occupied or enjoyed as part or parcel of the said unit and the undivided share.
- f) The right, with or without workmen and necessary materials, to enter upon the said building including the said unit or any other units for the purpose of repairing any of the common areas or any appurtenances to any unit and / or anything comprised in any flat is so far as the same cannot be carried out without such entry and in all such cases, in emergency, upon giving as 48 (forty eight) hours previous notice in writing to the co-owner.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
*(Covenants, rules and regulations)*

1. **TITLE AND CONSTRUCTION :**

**SUBJECT TO** the provisions contained in these presents **AND SUBJECT TO** the provisions of law for the time being in force, the Purchasers shall be entitled to the exclusive Ownership, possession and enjoyment of the said unit and the same shall be heritable and transferable as other immovable properties.

2. **MUTATION, TAXES AND IMPOSITIONS :**

2.1. The Purchasers shall after the transfer being completed in terms hereof, apply for and have the said unit separately assessed and mutated for the purpose of assessment of Municipal rates and taxes. Until such time as the said unit shall not be separately assessed and/or mutated in respect of any tax or imposition, the Purchasers shall bear and pay the proportionate share of the rates and taxes.

2.2. Upon the mutation of the said unit in the name of the Purchasers for the purpose of assessment of liability of any tax or imposition, the Purchasers shall pay wholly such tax or imposition, in respect of the said unit and proportionately in respect of the common portions, if any.



3. **MANAGEMENT AND MAINTENANCE OF THE COMMON PORTION:**

- 3.1. Upon the Purchasers fulfilling their obligations and covenants hereunder, the Association shall manage, maintain the common portions and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchasers shall co-operates with the Owner and the Developer in that respect.
- 3.2. The Purchasers shall not, in any manner, interfere or object whatsoever in or with the functions of the Owner and/or the Developer and/or of the Association relating to the common purpose.
- 3.3. The Nominated Firm of the Developer shall provide assistance and/or support to the owner of the flats/purchasers of the building to form an Association and upon formation of the Association, the owner of the flats/purchasers jointly shall frame such rules, regulations and bye-laws as the Association may consider reasonable but no inconsistent with the provision herein and the Purchasers shall abide by the same.
- 3.4. If the flat owners/purchasers including commercial space owners fail to form the Association within the stipulated period of 1 (one) year on and from \_\_\_\_\_, the Developer or the Nominated Firm shall not remain in any responsibility of maintenance and management of the building.
- 3.5. On or before \_\_\_\_\_, the Nominated Firm shall handover all the accounts to the flat owners/purchasers and on and from \_\_\_\_\_, the Nominated Firm shall be exonerated from all right and responsibility in maintenance and management of the buildings.

4. **ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC.**

The Purchasers shall, at their own costs, wholly in case it relates to the said unit or any part thereof and proportionately in case it relates to all the units in the said building and/or the common portions, make all alterations and/or additions as be required to be made by any statutory bodies and shall similarly pay all betterment fees and other levies and all other fees and/or penalties required to be paid in respect thereof but only such as may accrue for the period after date of delivery.

**THE SCHEDULE "F" ABOVE REFERRED TO**  
*(User of the said unit and the common portions)*

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- g) Electricity charges for the electricity energy consumed for the operation of common services
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owners in common.

**IN WITNESS WHEREOF** the **PARTIES** have put their respective signature on this the day, month and year first above written.

**SIGNED SEALED & DELIVERED** by the **PARTIES** at Kolkata in the Presence of:-

**WITNESSES** :-

1.



\_\_\_\_\_  
Signature of the **OWNER**

2.

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\_\_\_\_\_  
Signature of the **DEVELOPER**

\_\_\_\_\_  
Signature of the **PURCHASER**



**:: 28 ::**

Enrolment No. F/32/13/2017 of  
Bar Council of West Bengal,  
Alipore Judges' Court, Kolkata : 700027.

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