

## **DEED OF CONVEYANCE**

**THIS INDENTURE** made this                      day of \_\_\_\_\_ Two Thousand  
and **Twenty-three (2023)**

**BY AND BETWEEN**

**MR. ARJUN SHARMA, (PAN : AZXPS7171C), (Aadhaar No. 8602 5308 0823), son**

of Sri Muneswar Sharma alias Bhuneswar Sharma, by faith – Hindu, by Occupation – Business, by Nationality – Indian, presently residing at 20, Heder Hat, Post Office - Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, formerly residing at 108, B-Block, Raja S.C. Mullick Road, Post Office – Jadavpur University, Police Station – Jadavpur, Kolkata – 700 032, District – South 24-Parganas, hereinafter called and referred to as the **“OWNER/VENDOR”** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successor/ successors) of the **FIRST PART**. The **VENDOR** is hereby represented by his lawful Constituted Attorney namely **SRI SUDIP KUMAR MANDAL, (PAN – AKNPM2537P), (Aadhaar No. 2225 3389 8869)**, son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, sole Proprietor of a Proprietorship-Firm namely **“BINAYAK GROUPS”, (PAN – AKNPM2537P)**, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, by virtue of a registered Development Power of Attorney after registered Development Agreement dated 22.04.2022, registered in the Office of D.S.R. – IV, Alipore, South 24-Parganas and entered into Book No. I, Volume No. 1604-2022, Pages from 147186 to 147221, Being No. 160404132 for the year 2022

**A N D**

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

administrators, representatives, successors and assigns) of the **SECOND PART**

**A N D**

**“BINAYAK GROUPS”, (PAN – AKNPM2537P)**, a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, represented by its sole Proprietor namely **SRI SUDIP KUMAR MANDAL, (PAN – AKNPM2537P), (Aadhaar No. 2225 3389 8869)**, son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, hereinafter called and referred to as the **“PROMOTER/DEVELOPER/CONFIRMING PARTY”** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **THIRD PART**.

**WHEREAS** the present **OWNER/VENDOR** herein purchased one plot of ‘Bastu’ land measuring an area of 4 (Four) Cottahs more or less situated in Mouza – Kalikapur, J.L. No.20, R.S. No. 2, Touzi No.6, Pargana – Khaspur, comprising in R.S. Dag No. 384, under R.S. Khatian No. 216, under formerly P.S. Kasba, at present P.S. Purba Jadavpur, within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, being part of K.M.C. Premises No. 20, Heder Hat, Kolkata – 700 099, by virtue of a registered Deed of Bengali Bikroy Kobala dated 23.02.2000, registered in the office of the District Sub-Registrar - III, Alipore, 24-Paraganas and recorded in Book No. I, Being No. 5018 for the year 2008 togetherwith all easement rights for a valuable consideration from the then Owners namely Smt. Amala Mondal, wife of Late Sudhir Mondal of 91/3/H/16. Beliaghata Main Road, Kolkata – 700 010 and Smt. Bimala Pramanick, wife of Late Lakhai Pramanick of Bakdoba, P.S. Bhangar, District – South 24-Paraganas who obtained the aforesaid property by virtue of inheritance after the death of their father Pashupati Majhi and mother Kadam Bala Majhi and the said Deed of Bikroy Kobala was Confirmed by one Smt. Badli Majhi, wife of Late Nani Majhi of Kalikapur, P.S. Kasba, now P.S. Purba Jadavpur, Ward No. 109, Kolkata – 700078 and Smt. Sumita Sengupta, wife of Sri Swapan Sengupta of 25M, Christopher Road, P.S. Tangra, Kolkata - 700 026 by joining as Confirming Parties in the said Deed and since purchase the present **OWNER** is in the

peaceful possession of the said plot of land.

**AND WHEREAS** since purchase the aforesaid plot of land the present **OWNER** herein has been residing therein by erecting an Asbestos shed structure therein measuring an area of 300 (Three hundred) Sq.ft. more or less by mutating his name in the record of The Kolkata Municipal Corporation being known and numbered as K.M.C. Premises No. 20/1, Heder Hat, having Assessee No. 31-109-05-1178-0, within K.M.C. Ward No.109, under P.S. Purba Jadavpur, Kolkata – 700 099, District : South 24-Parganas and it has been morefully described in the **SCHEDULE – A** hereunder written and has been enjoying the said property without any interruption and hindrances by anybody else and also paying the regular taxes thereof to the K.M.C. authority in respect of the said property.

**AND WHEREAS** thereafter the present **OWNER/VENDOR** mutated his name in the record of Ld. B.L. & L.R.O. in respect of his aforesaid purchased property and his name has been published in the L.R. Record of Right comprising in L.R. Dag No. 384, under L.R. Khatian No. 766 of Mouza – Kalikapur, J.L. No.20 and now the present **OWNER** herein is in physical possession of the said property which is free from all encumbrances.

**AND WHEREAS** the present **OWNER** now 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, commercial space/s and Car Parking Space/s in the ground floor, but due to paucity of fund, lack of technical knowledge, experience in the field of construction, has now decided to do the same 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 sanction building plan to be sanctioned from The Kolkata Municipal Corporation.

**AND WHEREAS** the **DEVELOPER** herein, coming to know the facts of such desire of the **OWNER** herein, has made a proposal in relation to the aforesaid development of the said property before the **OWNER**. The **OWNER** after necessary investigation and thorough understanding with the **DEVELOPER** herein, has agreed to develop the said premises by the **DEVELOPER**. Both the Parties hereto have mutually analysed, discussed, agreed and thereafter entered into a registered Development

Agreement along with Development Power of Attorney dated 22.04.2022, registered in the Office of D.S.R. – IV, Alipore, South 24-Parganas and entered into Book No. I, Volume No. 1604-2022, Pages from 147186 to 147221, Being No. 160404132 for the year 2022 for the construction of a new Multi-storied building with Lift facility upon the aforesaid property as per the sanctioned building plan under certain terms and conditions as mentioned therein and in the said registered Development Agreement the entire Developer's Allocation and also the entire Owner's Allocation have been properly described.

**AND WHEREAS** after registration of the said registered Development Agreement along with Development Power of Attorney dated 22.04.2022 the **DEVELOPER** has taken the physical measurement of the land and the land area becomes 3 (Three) Cottahs 9 (Nine) Chittacks 1.439 (One point Four three nine) Sq.ft. more or less as per present physical measurement and the same has been established by virtue of a registered K.M.C. Boundary Declaration dated 02.08.2022, registered in the Office of D.S.R. – IV, Alipore, South 24-Parganas and entered into Book No. I, Volume No. 1604-2022, Pages from 147186 to 147221, Being No. 160404132 for the year 2022.

**AND WHEREAS** subsequently the **DEVELOPER** has applied before the K.M.C. to sanction the building plan and a Ground plus Three Storied building plan with Lift facility has now been approved by K.M.C. vide sanctioned building Permit No. 2022120332 dated 29.09.2022 and now the **PROMOTER/DEVELOPER** has developed the entire Premises through his Developer-Firm namely "**BINAYAK GROUPS**" and erected the building thereon.

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

**AND WHEREAS** the Flat and Car Parking Space as mentioned in the

SCHEDULE - B below are of Developer's allocated portion and the **DEVELOPER** has received the entire sale proceeds i.e. consideration amount from the intending Purchaser herein.

**AND WHEREAS** during construction of the building the **PROMOTER/DEVELOPER** declared to sell the flats etc. with habitable use of the **DEVELOPER'S ALLOCATION** and the **PURCHASER** herein knowing the same and also after satisfaction of the title of the property agreed to purchase one residential **Apartment/Flat/Unit No. \_\_\_ having carpet area of \_\_\_ Square Feet** more or less ( Exclusive Balcony/Verandah Carpet Area \_\_\_ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of \_\_\_ Square Feet** corresponding to total built up area of unit \_\_\_ **Square Feet** and corresponding to total **Super built up/Saleable area of \_\_\_ Square Feet more or less** on the \_\_\_\_\_ **Floor, \_\_\_\_\_ side** of the building and the flat is consisting of ..... Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. \_\_\_** on the **Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less on satisfaction of the **PURCHASER** regarding the specification of the flat and its area and also right to use all common service area and other facilities and also right to use the common portions, space and right of common use of the common passage, stair-case, landings etc. as well as roof for the service purpose and the other necessary easement rights as described in the **SCHEDULE "C"** hereunder written and undivided proportionate share of land as described in the **SCHEDULE "A"** below.

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

**AND WHEREAS** the **PROMOTER/DEVELOPER** entered into an Agreement for Sale dated \_\_\_\_\_, with the **PURCHASER** and the **DEVELOPER** has agreed to sell the **PURCHASER** the said **Apartment/Flat/Unit No. \_\_\_** having carpet area of \_\_\_\_\_ **Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area \_\_\_\_\_ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of \_\_\_\_\_ Square Feet** corresponding to total built up area of unit \_\_\_\_\_ **Square Feet** and corresponding to total **Super built up/Saleable area of \_\_\_\_\_ Square Feet more or less** on the \_\_\_\_\_ **Floor**, \_\_\_\_\_ **side** of the building and the flat is consisting of ..... Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. \_\_\_** on the **Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less and the **PROMOTER/DEVELOPER** herein has agreed to sell the **PURCHASER ALL THAT** said **Flat No. \_\_\_** situated on the \_\_\_\_\_ **Floor**, \_\_\_\_\_ **side** of the Ground Plus Three Storied building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. \_\_\_\_\_** on the **Ground Floor** of the said building as described in the **SCHEDULE “B”** hereunder written right to use all common rights and common services as described in the **SCHEDULE “C”** below and undivided proportionate share of land morefully as described in the **SCHEDULE “A”** and the said flat alongwith the balcony of the building has been built up in accordance with the said sanctioned residential building plan and discuss to acquire and possess the said flat togetherwith one Car Parking Space of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) only** for a total consideration towards the proportionate cost of land and cost of construction of the said flat togetherwith Car Parking Space and the entire cost of the said flat togetherwith Car Parking Space have been taken only by the **PROMOTER/DEVELOPER** as the said flat and Car Parking Space is of Developer’s Allocation.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement for Sale dated \_\_\_\_\_, in consideration of the said sum of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) only** of which the entire consideration of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) only** paid by the **PURCHASER** to the **CONFIRMING PARTY/DEVELOPER** on or before execution of this Deed only on different dates as described in the Memo of Consideration

of which receipts have been issued totalling **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ ) **only** and the receipt whereof the **PROMOTER/DEVELOPER** hereby acknowledges and admits and/or for the same and every part thereof both truly acquit release and forever discharge the **PURCHASER** of all his liabilities thereof and it is noted that the entire consideration money of **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ ) **only** against the said flat and Car Parking have been received by the **DEVELOPER/ CONFIRMING PARTY** and both the **VENDOR** and the **CONFIRMING PARTY/DEVELOPER** as beneficial owners and party respectively do hereby grant, convey, transfer, assigns, assure unto the said **PURCHASER** free from all encumbrances **ALL THAT** the undivided proportionate share of interest in the said land morefully and more particularly described in the **SCHEDULE "A"** hereunder written together with a complete **Apartment/Flat/Unit No. \_\_\_ having carpet area of \_\_\_ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area \_\_\_ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of \_\_\_ Square Feet** corresponding to total built up area of unit \_\_\_ **Square Feet** and corresponding to total **Super built up/Saleable area of \_\_\_\_\_ Square Feet more or less** on the \_\_\_\_\_ **Floor,** \_\_\_\_\_ **side** of the building and the flat is consisting of ..... Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. \_\_\_** on the **Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less as described in the **SCHEDULE "B"** below and undivided proportionate share of land as mentioned in the **SCHEDULE "A"** hereunder written constructed at the cost and expenses of the **PURCHASER TO HAVE AND TO HOLD** the said Flat togetherwith right to use the undivided share of land, stair cases, common-land, roof of the building, water supply lines and other common paths and drains and sewerages, equipments and installation and fixture and passages and stair appertaining to the said building situated at **K.M.C. Premises No. 20/1, Heder Hat, within Ward No. 109,** under Police Station - Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, as mentioned in the **SCHEDULE "B" AND "C"** hereunder written herein comprised and hereby granted conveyed, transferred, assigned and assured and every part or parts thereof respectively together with there and every or their respective rights and appurtenance whatsoever unto the said **PURCHASER** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER**



with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said complete **Flat No. \_\_\_\_** situated on the **\_\_\_\_\_ Floor, \_\_\_\_\_ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. \_\_\_\_** on the **Ground Floor** of the said building and right to use all common rights and proportionate land share as morefully described in the **SCHEDULE “B” AND “C”** hereunder written.

**AND IT IS HEREBY AGREED AMONG THE OWNER/VENDOR, PROMOTER/DEVELOPER /CONFIRMING PARTY AND THE PURCHASER :-**

1. The **PURCHASER** shall be entitled to all rights, privilege vertical and lateral supports easements quasi easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said **Flat No. \_\_\_\_** situated on the **\_\_\_\_\_ Floor, \_\_\_\_\_ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. \_\_\_\_** on the **Ground Floor** of the said building for usually hold used occupied or enjoyed or reputed so to be or known as part and parcel thereof or appertaining thereto.
2. The **PURCHASER** shall be entitled to the right of access in common with the **OWNER/VENDOR** and/or other occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the said building.
3. The **PURCHASER** and her agents and nominees shall also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said **Flat No. \_\_\_\_** situated on the **\_\_\_\_\_ Floor, \_\_\_\_\_ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. \_\_\_\_** on the **Ground Floor** of the said building pathways comprised with the said building and Premises or passages and that nothing therein contained the **VENDOR/ PROMOTER/DEVELOPER** shall permit the **PURCHASER** or any person deriving title under the purchase but the **PURCHASER** or her servants

nominees, employees invitees shall not obstruct the common portion of the building in any way by parking vehicles, deposit of materials, rubbish or otherwise to any other flat owners of the building or holding including the **VENDOR**.

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

**THE OWNER/VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-**

1. That the **VENDOR** has the absolute authority of the land and so the **VENDOR** has good rightful power and absolute authorities to grant, convey, transfer, assign and assure the undivided proportionate share of land pertaining to the said **Flat No. \_\_\_\_** situated on the **\_\_\_\_\_ Floor, \_\_\_\_\_ side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. \_\_\_\_** on the **Ground Floor** of the said building and also together with right to use common stair-case and other common portions/parts and open spaces, paths and passages in the said building.

2. It shall be lawful for the **PURCHASER** from time to time and at all times hereafter to enter into and upon hold and enjoy the said **Apartment/Flat/Unit No. \_\_\_ having carpet area of \_\_\_ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area \_\_\_ **Square Feet** excluded from total carpet area) aggregating to **net carpet area of \_\_\_ Square Feet** corresponding to total built up area of unit \_\_\_ **Square Feet** and corresponding to total **Super built up/Saleable area of \_\_\_ Square Feet more or less** on the \_\_\_\_\_ **Floor, \_\_\_\_\_ side** of the building and the flat is consisting of ..... Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. \_\_\_** on the **Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less and right of use all common open places and other services of the building with stair cases and other common parts and passages in the said building and every part thereof morefully described in the **SCHEDULE "B" AND "C"** hereunder written and to receive the rents, issues and profits thereof and have full power, right and authority to sell, transfer, mortgage, lease, dispose of the said flat and balcony without any interruption disturbances claims or demands whatsoever from or by the **VENDOR** or **CONFIRMING PARTY** herein of any person or persons claiming through under or in the trust for them.
3. The said Flat on \_\_\_\_\_ **Floor, \_\_\_\_\_ side** being **Flat No. \_\_\_** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space No. \_\_\_** on the **Ground Floor** of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever.
4. The **VENDOR** and the **CONFIRMING PARTY** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASER** 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 proportionate undivided share of land pertaining to the said **Flat No. \_\_\_** situated on the \_\_\_\_\_ **Floor, \_\_\_\_\_**

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

**THE PURCHASER DO HEREBY COVENANT WITH THE OWNER/  
VENDOR AND THE DEVELOPER/CONFIRMING PARTY AS FOLLOWS:-**

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

other taxes or payment of similar nature.

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

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

13. The **PURCHASER** shall never raise any objection if the **DEVELOPER** converts the Car Parking Space of the ground floor in respect of his Allocated portion into shop or office space by converting the same by brick masonry and it is noted that any Car Parking Space of the building shall never be treated as common Space.
14. The **PURCHASER** shall have to pay the monthly maintenance and also the cost of the maintenance/repair of the lift time to time to be fixed up by the flat Owners or by the Association of the Flat Owners of the building to be formed later on and the **PURCHASER** shall have to abide by the decision of the Association.
15. The **PURCHASER** shall use the said flat as residential purpose only and keep the peace of the building without creating any nuisance or sound pollution.
16. That the **DEVELOPER** herein has handed over physical possession of the flat and balcony as mentioned in the **SCHEDULE-‘B’** below to the **PURCHASER** herein who has taken the possession thereof with full satisfaction.
17. That the save as the said flat and properties proportionate land herein morefully contained the **PURCHASER** shall have no right title or interest in any other flat and open land of the said building excepting the using right of the roof along with their Co-Purchasers. The **PURCHASER** hereby declares and confirms that they have already received the physical possession of the said flat and Car Parking Space from the **DEVELOPER** with full satisfaction as regards the area title of the entire property and construction of the said building.

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

of all other deeds etc. for perfection of the **PURCHASER'S** title.

**THE SCHEDULE ABOVE REFERRED TO**  
**SCHEDULE - 'A'**

**ALL THAT** piece and parcel of '**Bastu**' land measuring an area of **3 (Three) Cottahs 9 (Nine) Chittacks 1.439 (One point Four three nine) Sq.ft. more or less** as per present physical measurement whereon a proposed Multi-storied building with Lift facility under name and style "**BINAYAK JASMINE**" is being erected as per sanctioned building Permit No. 2022120332 dated 29.09.2022 duly sanctioned by The Kolkata Municipal Corporation Borough Office – XII, situated in **Mouza – Kalikapur, J.L. No.20, R.S. No. 2, Touzi No.6, Pargana – Khaspur**, comprising in **R.S. & L.R. Dag No. 384, under R.S. Khatian No. 216, L.R. Khatian No. 766** alongwith all easement rights and also together with the right of use the adjacent passage thereto, within the jurisdiction of The Kolkata Municipal Corporation **Ward No.109**, known as K.M.C. **Premises No. 20/1, Heder Hat**, being Assessee No. 31-109-05-1178-0, under formerly P.S. Kasba, at present P.S. Purba Jadavpur, Kolkata – 700 099, District - South 24-Parganas and the entire property is butted and bounded by:

**ON THE NORTH** : Land and property of others/part of R.S. Dag No. 384;  
**ON THE SOUTH** : Part of R.S. Dag No. 399;  
**ON THE EAST** : 12'-0" wide Common Passage;  
**ON THE WEST** : 40'-0" wide K.M.C. Road.

**SCHEDULE 'B' ABOVE REFERRED TO**

**ALL THAT** piece and parcel of one residential **Apartment/Flat/Unit No. \_\_\_\_** **having carpet area of \_\_\_\_ Square Feet** more or less (Exclusive Balcony/Verandah Carpet Area **\_\_\_\_ Square Feet** excluded from total carpet area) aggregating to **net carpet area of \_\_\_\_ Square Feet** corresponding to total built up area of unit **\_\_\_\_ Square Feet** and corresponding to total **Super built up/Saleable area of \_\_\_\_ Square Feet more or less** on the **\_\_\_\_\_ Floor, \_\_\_\_\_ side** of the building and the flat is consisting of ..... Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1



Verandah together with right to park **1 (One)** medium sized motor car of the **covered Car Parking Space being No. \_\_\_** on the **Ground Floor** of the said building measuring an area of **120 (One hundred and Twenty) Sq.ft.** more or less at **“BINAYAK JASMINE”** and also together with proportionate undivided share of land measuring an area of **3 (Three) Cottahs 9 (Nine) Chittacks 1.439 (One point Four three nine) Sq.ft. more or less** as per present physical measurement, situated in **Mouza – Kalikapur, J.L. No.20, R.S. No. 2, Touzi No.6, Pargana – Khaspur,** comprising in **R.S. & L.R. Dag No. 384, under R.S. Khatian No. 216, L.R. Khatian No. 766** and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **SCHEDULE 'C'** 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. 20/1, Heder Hat, 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 AND SERVICES)**

1. All stair-cases on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Lift of the building and Roof of the building is for the purpose of common services.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Electric meter space and vacant roof for the purpose of services.

8. Electricity service and electricity main line wirings and common and electric meter space and lighting.
9. Drainages and sewerages and drive way.
10. Boundary walls and main gate and parapet wall on the roof.
11. Such other common parts, equipments, installations, fixtures, and fittings and open spaces in or about the said building.
12. Vacant space of the ground floor and Caretakers room and toilet.
13. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.

**SCHEDULE – 'D' ABOVE REFERRED TO**  
**(RESTRICTIONS)**

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall Keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
2. The Purchaser shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
3. The Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser.
6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof
8. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
9. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Owner may affect the elevation in respect of the exterior walls of the said buildings.
10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.

11. Not to use the allocated car parking space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, if any, 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 after 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 Owner.
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 Purchaser 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 Holding 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 Owner 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 and the common equipment as the Owner may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Holding Organisation it is reasonable to provide.

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

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

1.

As Constituted lawful attorney of Mr. Arjun Sharma, the Owner/Vendor herein.

\_\_\_\_\_  
SIGNATURE OF THE VENDOR

2.

\_\_\_\_\_  
SIGNATURE OF THE PURCHASER

\_\_\_\_\_  
SIGNATURE OF THE PROMOTER  
DEVELOPER/CONFIRMING PARTY

**MEMO OF CONSIDERATION**

**RECEIVED** the sum of Rs. \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ ) only from the within mentioned **PURCHASERS** against the within mentioned Apartment/Flat/Unit No. \_\_\_\_\_ on the \_\_\_\_ **Floor**, \_\_\_\_\_ **side** of the building together with right to park **1 (One)** medium sized motor car of the **covered Car Parking**

**Space No. \_\_\_\_** on the **Ground Floor** of the said building being Part of **K.M.C. Premises No. 20/1, Heder Hat, within Ward No. 109**, under Police Station - Purba Jadavpur, Kolkata – 700 099, District – South 24-Parganas, in the manner followings :-

| Sl. No<br>Sl. No<br>No<br>. | Cheque No/<br>Draft No. | Date | Name of the Bank &<br>Branch | Amount<br>(Rs.) |
|-----------------------------|-------------------------|------|------------------------------|-----------------|
|                             |                         |      |                              |                 |

**Total :** Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_) only  
WITNESSES :

1.

\_\_\_\_\_  
SIGNATURE OF THE PROMOTER  
DEVELOPER/CONFIRMING PARTY

2.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023



BETWEEN

MR. ARJUN SHARMA

OWNER/VENDOR

A N D

---

PURCHASER

A N D

BINAYAK GROUPS

PROMOTER/DEVELOPER/  
CONFIRMING PARTY

**DEED OF CONVEYANCE**