## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this the day of, Two Thousand Twenty Four (2024).

### **BETWEEN**

M/S, RAJWADA GROUP, (PAN: AALFR5460J) a Partnership Firm having its registered office at 26, MahamayaMandir Road, Mahamayatala, Garia, Post Office-Garia, Police Station- Sonarpur, Kolkata-700 084, represented by one of its Partners and Constituted Attorney by virtue of registered General Power of Attorney dated 29.01.2015, registered at the Office of the Additional District Sub Registrar at Garia and recorded in Book No. IV, CD. Volume No. 1, Pages from 207 to 216, Being No. 00021 for the year 2015 namely, SRI BIKASH AGARWAL, (PAN: AHAPA8484B) son of Late Rajendra Kumar Agarwal, by religion- Hindu, by Nationality- Indian, by occupation- Business, residing at 26, MahamayaMandir Road, Mahamayatala, Garia, Post Office- Garia, Police Station- Sonarpur, Kolkata-700 084,, hereinafter referred to as the "OWNERS/ VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs executors, administrators, legal representatives and assigns) of the FIRST PART.

#### AND

MR./MRS./MS (PAN) (AADHAR NO -								
, by occupation, by								
faith, by nationality – Indian, residing at, Post Office –								
, Police Station –, West Bengal,								
hereinafter called and referred to as the "PURCHASER" (which term or expression								
shall unless excluded by or repugnant to the context be deemed to mean and								
include his/ her/ their respective heirs executors, administrators, legal								
representatives and assigns) of the <b>SECOND PART</b> .								

#### AND

M/S. RAJWADA DEVELOPER, (PAN- AARFR9646N) a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, duly represented by its Partners namely, (1) SRI PARVEEN AGARWAL, (2) SRI BIKASH AGARWAL and (3) SRI RAJKUMAR AGARWAL, all are sons of Late Rajendra Kumar Agarwal, all are by occupation-Business, all are by faith- Hindu, by Nationality- Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, the Partner

Nos.1 and 3 i.e. **SRI PARVEEN AGARWAL** and **SRI RAJKUMAR AGARWAL** represented by their Constituted Attorney the **Partner No. 2, SRI BIKASH AGARWAL**, by virtue of a General Power of Attorney which was registered on 3.08.2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, CD. Volume No. 1629 - 2015, Pages from 1590 to 1601, Being No. 162900297 for the year 2015, hereinafter referred to as the "**PROMOTER/DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors and administrators of the last surviving partner and his /their assigns) of the **THIRD PART.** 

**WHEREAS** one **Seth Khem Chand** (R.S. Record Owner) was the absolute owner of **ALLTHAT** piece and parcel of **205 Decimal** be the same a little more or less split up of the land hereunder:-

R.S. KHATIAN	R.S. DAG	AREA
1097	1751	112 Decimal
1097	1752	54 Decimal
1097	1806	12 Decimal
1097	1807	21 Decimal
1097	1808	06 Decimal
Total		02 Acre 05 Decimal

lying and situated in Mouza- Kusumba, J.L. No. 50, P.S. Sonarpur, District-South 24 Parganas, West Bengal.

**AND WHEREAS Seth Khem Chand** sold transfer convey **ALLTHAT** piece and parcel of **205 Decimal** be the same a little more or less [(the split up land measuring **112 Decimal** in R.S. Dag No. 1751 under R.S. Khatian no. 1097 plus **54 Decimal** in R.S. Dag No. 1752 under R.S. Khatian no. 1097 plus **12** 

**Decimal** in R.S. Dag No. 1806 under R.S. Khatian no. 1097 plus **21 Decimal** in R.S. Dag No. 1807 under R.S. Khatian no. 1097 plus **06 Decimal** in R.S. Dag No. 1808 under R.S. Khatian no. 1097) lying and situated in Mouza- Kusumba, J.L. No. 50, P.S. Sonarpur, District-South 24 Parganas, West Bengal in favour of his sons namely Seth Sant Das & Seth Ratan Lal by registered Deeds on 20/06/1961 & 28/06/1961.

AND WHEREAS said Seth Sant Das & Seth Ratan Lal, became the absolute owner of ALLTHAT piece and parcel of 205 Decimal be the same a little more or less [(the split up land measuring 112 Decimal in R.S. Dag No. 1751 under R.S. Khatian no. 1097 plus 54 Decimal in R.S. Dag No. 1752 under R.S. Khatian no. 1097 plus 12 Decimal in R.S. Dag No. 1806 under R.S. Khatian no. 1097 plus 21 Decimal in R.S. Dag No. 1807 under R.S. Khatian no. 1097 plus 06 Decimal in R.S. Dag No. 1808 under R.S. Khatian no. 1097) lying and situated in Mouza- Kusumba, J.L. No. 50, P.S. Sonarpur, District-South 24 Parganas, West Bengal.

AND WHEREAS said Seth Sant Das & Seth Ratan Lal sold transfer convey ALLTHAT piece and parcel of 205 Decimal be the same a little more or less [(the split up land measuring 112 Decimal in R.S. Dag No. 1751 under R.S. Khatian no. 1097 plus 54 Decimal in R.S. Dag No. 1752 under R.S. Khatian no. 1097 plus 12 Decimal in R.S. Dag No. 1806 under R.S. Khatian no. 1097 plus 21 Decimal in R.S. Dag No. 1807 under R.S. Khatian no. 1097 plus 06 Decimal in R.S. Dag No. 1808 under R.S. Khatian no. 1097 plus 06 Decimal in R.S. Dag No. 1808 under R.S. Khatian no. 1097) lying and situated in Mouza- Kusumba, J.L. No. 50, P.S. Sonarpur, District-South 24 Parganas, West Bengal in favour of Smt. Sulochana Debi alias Sulochana Ahuja, w/o – Pawan Kumar Ahuja which was duly registered in the office of Additional Registrar of Assurances, Kolkata recorded in Book No. – I, Volume No. – 44, Pages from 184 to 196, Being No. – 1177 for the year 1973.

**AND WHEREAS** said Smt. Sulochana Debi alias Sulochana Ahuja, became the absolute owner of **ALLTHAT** piece and parcel of **205 Decimal** be the same a

little more or less [(the split up land measuring **112 Decimal** in R.S. Dag No. 1751 under R.S. Khatian no. 1097 plus **54 Decimal** in R.S. Dag No. 1752 under R.S. Khatian no. 1097 plus **12 Decimal** in R.S. Dag No. 1806 under R.S. Khatian no. 1097 plus **21 Decimal** in R.S. Dag No. 1807 under R.S. Khatian no. 1097 plus **06 Decimal** in R.S. Dag No. 1808 under R.S. Khatian no. 1097) lying and situated in Mouza- Kusumba, J.L. No. 50, P.S. Sonarpur, District-South 24 Parganas, West Bengal.

AND WHEREAS said Smt. Sulochana Debi alias Sulochana Ahuja sold transfer convey ALLTHAT piece and parcel of 12 Katha 09 Chittack 14 Sq. ft. be the same a little more or less [(the split up land measuring 04 Chittack 10 Sq. ft in R.S. Dag No. 1751 under R.S. Khatian no. 1097 plus 01 Cottah 08 Chittack in R.S. Dag No. 1806 under R.S. Khatian no. 1097 plus 10 Cottah 06 Chittack 19 Sq. ft in R.S. Dag No. 1807 under R.S. Khatian no. 1097 plus 06 Chittack 30 Sq. ft in R.S. Dag No. 1808 under R.S. Khatian no. 1097) lying and situated in Mouza-Kusumba, J.L. No. 50, P.S. Sonarpur, District-South 24 Parganas, West Bengal in favour of M/S. MULTI PRINT, represented by its Proprietor Sukumar Singh which was duly registered in the office of District Registrar, Alipore, South 24 Parganas recorded in Book No. – I, Volume No. – 124, Pages from 459 to 470, Being No. – 13362 for the year 1991.

AND WHEREAS said Smt. Sulochana Debi alias Sulochana Ahuja sold transfer convey ALLTHAT piece and parcel of 03 Bigha 01 Katha 02 Chittack 16 Sq. ft. be the same a little more or less [(the split up land measuring 01 Bigha 08 Cottah 14 Sq. ft. in R.S. Dag No. 1751 under R.S. Khatian no. 1097 plus 01 Bigha 12 Cottah 01 Chittack 05 Sq. ft. in R.S. Dag No. 1752 under R.S. Khatian no. 1097 plus 13 Chittack 15 Sq. ft. in R.S. Dag No. 1806 under R.S. Khatian no. 1097 plus 03 Chittack 27 Sq. ft. in R.S. Dag No. 1807 under R.S. Khatian no. 1097) lying and situated in Mouza- Kusumba, J.L. No. 50, P.S. Sonarpur, District-South 24 Parganas, West Bengal in favour of Subrata Narayan Chowdhury, which was duly registered in the office of District Registrar, Alipore,

South 24 Parganas recorded in Book No. – 1, Volume No. – 79, Pages from 434 to 446, Being No. – 4877 for the year 1992.

**AND WHEREAS** said Smt. Sulochana Debi alias Sulochana Ahuja sold transfer convey **ALLTHAT** piece and parcel of **02 Bigha 03 Chittack 35 Sq. ft.** be the same a little more or less lying and situated in Mouza- Kusumba, J.L. No. 50, in R.S. Dag Nos. 1751, 1807 & 1808 under R.S. Khatian 1097, P.S. Sonarpur, District-South 24 Parganas, West Bengal in favour of **Debasish Dasgupta**, which was duly registered in the office of District Registrar, Alipore, South 24 Parganas recorded in Book No. – 1, Volume No. – 79, Pages from 447 to 459, Being No. – 4878 for the year 1992.

AND WHEREAS said Subrata Narayan Chowdhury sold transfer convey ALLTHAT piece and parcel of 01 Bigha 14 Katha 11 Chittack 01 Sq. ft. be the same a little more or less [(the split up land measuring 11 Katha 03 Chittak 23 Sq. ft in R.S. Dag No. 1751 under R.S. Khatian no. 1097 plus 01 Bigha 03 Katha 07 Chittack 23 Sq. ft in R.S. Dag No. 1752 under R.S. Khatian no. 1097) lying and situated in Mouza- Kusumba, J.L. No. 50, P.S. Sonarpur, District-South 24 Parganas, West Bengal in favour of **DEVELOPMENT FOUNDATION TRUST**, represented by one of its Trustees Sukumar Singh, which was duly registered in the office of District Registrar, Alipore, South 24 Parganas recorded in Book No. – 1, Volume No. – 190, Pages from 114 to 127, Being No. – 10219 for the year 1993.

AND WHEREAS said Debasish Dasgupta & Subrata Narayan Chowdhury sold transfer convey ALLTHAT piece and parcel of 02 Bigha 05 Cottah 05 Chittack 33 Sq. ft. be the same a little more or less [(the split up land measuring 02 Bigha 03 Cottah 08 Chittak 12 Sq. ft in R.S. Dag No. 1751 under R.S. Khatian no. 1097 plus 10 Chittack 12 Sq. ft in R.S. Dag No. 1807 under R.S. Khatian no. 1097 plus 01 Cottah 03 Chittack 09 Sq. ft in R.S. Dag No. 1808 under R.S. Khatian no. 1097) lying and situated in Mouza- Kusumba, J.L. No. 50, P.S. Sonarpur, District-South 24 Parganas, West Bengal in favour of DEVELOPMENT FOUNDATION TRUST, represented by one of its Trustees Sukumar Singh which was duly registered in the office of District Registrar,

Alipore, South 24 Parganas recorded in Book No. – 1, Volume No. – 87, Pages from 315 to 329, Being No. – 4482 for the year 1993.

AND WHEREAS in this way M/S. MULTI PRINT and DEVELOPMENT FOUNDATION TRUST became the absolute owners of ALL THAT the land measuring more or less **04 Bighas 12 Cottah 10 Chittack 03 Sq. ft.** in R.S Dag Nos. 1751, 1752 1806, 1807, 1808, corresponding to respective L.R. Dag Nos. 1833, 1834, 1892, 1893 & 1894 situate in Mouza- Kusumba, J.L. No.50, appertaining to R.S. Khatian No.1097, corresponding to L.R. Khatian Nos. 2438 & 1717, under P.S. Sonarpur, District-South 24 Parganas.

AND WHEREAS the said M/S. MULTI PRINT and DEVELOPMENT FOUNDATION TRUST being in urgent need of money for bona fide reason sold the landed property measuring more or less 52 Cottah 14 Chittack 44 Sq. ft. out of the aforesaid 04 Bighas 12 Cottah 10 Chittack 03 Sq. ft. (the split up of the land being:-

- a) Land measuring more or less **29 Cottah 07 Chittack 21 Sq. ft.** out of **112 decimals** of land in R.S. Dag No.1751, L.R. Dag No.1833
- b) Land measuring more or less **23 Cottah 07 Chittack 23 Sq. ft.** out of **54 decimals** of land in R.S. Dag No.1752, L.R. Dag No.1834

Under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No. 50, Ward No. 7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas to the land Owner herein namely **RAJWADA GROUP**, vide a sale deed registered at A.D.S.R. - Sonarpur and recorded in Book No. - I, CD Volume No. 5, Pages from 1463 to 1481 **Being No. 01809** for the Year 2012.

AND WHEREAS the said M/S. MULTI PRINT and DEVELOPMENT FOUNDATION TRUST being in urgent need of money for bona fide reason sold the landed property measuring more or less 17 Cottah 08 Chittack 25 Sq. ft. out of the aforesaid 04 Bighas 12 Cottah 10 Chittack 03 Sq. ft. (the split up of the land being:-

- a) Land measuring more or less **05 Cottah 03 Chittack 21 Sq. ft.** out of **112 decimals** of land in R.S. Dag No.1751, L.R. Dag No.1833
- b) Land measuring more or less **01 Cottah 08 Chittack out of 12** decimals of land in R.S. Dag No.1806, L.R. Dag No.1892
- c) Land measuring more or less 10 Cottah 06 Chittack 19 Sq. ft. out of 21 decimals of land in R.S. Dag No.1807, L.R. Dag No.1893
- d) Land measuring more or less **06 Chittack 30 Sq. ft.** out of **06 decimals** of land in R.S. Dag No.1808, L.R. Dag No.1894

Under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas to the land Owner herein namely **RAJWADA GROUP**, vide a sale deed registered at A.D.S.R. - Sonarpur and recorded in Book No. - I, CD Volume No. 5, Pages from 1445 to 1462 **Being No. 01819** for the Year 2012.

**AND WHEREAS** the said **DEVELOPMENT FOUNDATION TRUST** being in urgent need of money for bona fide reason sold the landed property measuring more or less 05 Cottah 02 Chittack 24 Sq. ft. in R.S. Dag Nos.1751 corresponding to L.R. Dag No. 1833, situate in Mouza- Kusumba, J.L. No.50, appertaining to R.S. Khatian No.1097, corresponding to L.R. Khatian No. 2438, under P.S. Sonarpur, Ward No.7, Rajpur Sonarpur Municipality, District-South 24 Parganas to the land Owner herein namely **RAJWADA GROUP**, vide a sale deed registered at D.S.R. IV, Alipore, and recorded in Book No. 1, C.D. Volume No. 15, Pages from 2170 to 2184 **Being No. 02734** for the Year 2014.

AND WHEREAS RAJWADA GROUP, owners herein, in this way, seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of ALL THAT piece and parcel of the aforesaid purchased land containing by estimation an area more or less 75 Cottah 10 Chittack 03 Sq. ft. (52 Cottah 14 Chittack 44 Sq. ft. + 17 Cottah 08 Chittack 25 Sq. ft. + 05 Cottah 02 Chittack 24 Sq. ft.) in R.S. Dag Nos. 1751, 1752, 1806, 1807 & 1808 corresponding to L.R. Dag nos. 1833, 1834, 1892, 1893, 1894, under R.S. Khatian No. 1097, L.R. Khatian No.

3849 situated and lying at Mouza- Kusumba, J.L. No. 50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas, hereinafter collectively referred to as the "**Total Property**".

AND WHEREAS thereafter, RAJWADA GROUP, the Owner herein divided the whole property into two Plots namely Plot – I having an area of 17 Cottah 08 Chittack 25 Sq. ft. and Plot – II having an area of 58 Cottah 01 Chittack 23 Sq. ft. which is fully and particularly described and mentioned in FIRST SCHEDULE and mutated its name in the records of the Rajpur Sonarpur Municipality vide Municipal Holding No. – 1491 for said Plot – I and Holding No. – 1492 for Plot – II and also mutated its name in the records of the B.L. & L. R.O., Sonarpur, in respect of the said Property measuring more or less 75 Cottah 10 Chittack 03 Sq. ft. vide L.R. Khatian No. – 3849.

**AND WHEREAS** the Owner herein became desirous of constructing a multistoried building on the **Total Property** containing by estimation an area more or less **75 Cottah 10 Chittack 03 Sq. ft.** but due to insufficient fund, it entered into an Agreement for Development with **RAJWADA DEVELOPER** dated 6th July, 2015 which was registered before the office of the D.S.R. IV, South 24 Parganas and recorded in its Book No. I, Volume No. 1604-2015, Pages from 33887 to 33941, Being No. 160405301 for the year 2015 for construction of the said multi-storied building on the said Property at the cost of the Developer herein under certain terms and conditions contained therein.

**AND WHEREAS** in accordance with the above mentioned Development Agreement the **OWNERS** herein also executed a Development Power of Attorney in favour of the above named Developer **'RAJWADA DEVELOPER'** dated 29<sup>th</sup> July, 2015 which was registered before the office of the D.S.R. IV, South 24 Parganas and recorded in its Book No. I, Volume No. 1604-2015, Pages from 44779 to 44810, Being No. 160405801 for the year 2015.

**AND WHEREAS** as per the said Development Agreement and Power of Attorney the said Developer on behalf of the Owners/Vendors duly got one tower or Block of G+4 storied building **sanction plan No. 828/CB/07/77** dated **30/09/2015** for Plot–I Holding no. 1491 (Area: 17 Cottah 08 Chittacks 25 Sq. ft.) duly sanctioned by the

Rajpur-Sonarpur Municipality **and revalidated till 30/09/2025** for construction of **G+IV** storied building under one Blocks and/or Phases for residential purposes at the said premises at the cost of the Developer.

**AND WHEREAS** in terms of the said Development Agreement and Development Power of Attorney the developer have right/authority to enter the agreement for sale and execute deed of conveyance of its allocated flats/car parking spaces with the intending purchaser or purchasers and receive advance/earnest money therefrom.

AND WHEREAS by virtue of an agreement for sale dated ...... made between the Purchaser herein and the Vendors/Owners herein and the Developer herein, the Purchaser herein agreed to purchase one self-contained flat being ALL THAT Flat No. "....." measuring about ...... Sq. ft. being carpet area including Verandah and ....... Sq. ft. being carpet area excluding Verandah (...... Sq. ft. being Super Built-up area) on the ..... side of the ...... Floor of the said G+IV storied building along with One covered Car Parking space in **Block - .....**, of the Housing Complex christened as "RAJWADA LAKEBLISS BLOCK 7", being erected at the Said Property being Municipal Holding No. 1491, Kusumba Road, under Rajpur-Sonarpur Municipality Ward no. 07, Post Office - Narendrapur, Police Station - Narendrapur (formerly Sonarpur), A.D.S.R., Garia, Kolkata - 700103, District- South 24 Parganas, together with undivided and indivisible proportionate share in the land underneath together with common rights, facilities and amenities and common service and expenses mentioned therein for and at a total price of Rs. ...../- (Rupees ......) only, hereinafter referred to as the "said Flat and Car Parking **Space",** more fully and particularly described in the **First Schedule Part II** hereunder written.

**AND WHEREAS** in terms of the agreement for sale dated ...... the Owners/ Vendors and the Developer herein have agreed to sell and transfer oneself ALL THAT Flat No. "....." measuring about .......... Sq. ft. being carpet area including Verandah and ........ Sq. ft. being carpet area excluding Verandah (...... Sq. ft. being Super Built-up area) on the ..... side of the ....... Floor of the said G+IV storied building along with One covered Car Parking space in Block - ....., of the Housing Complex christened as "RAJWADA LAKEBLISS BLOCK 7", being erected at the Said Property being Municipal Holding No. 1491, Kusumba Road, under Rajpur-Sonarpur Municipality Ward no. 07, Post Office - Narendrapur, Police Station - Narendrapur (formerly Sonarpur), A.D.S.R., Garia, Kolkata - 700103, District- South 24 Parganas, at or for consideration Rs. valuable of ..../-.....) **only**, and the same is more fully and particularly described in the First Schedule Part II hereunder written together with undivided, indivisible proportionate share in the land describe in the First Schedule hereto along with proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other Mechanical spaces, common path of the properties necessary and convenient to its ingress to and egress from, maintenance for common use, motor, pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection etc. which has been mentioned more fully and particularly in the Third Schedule hereunder written with lawful aforesaid consideration subject to the purchaser' undertaking to pay proportionally all the common charges, fees, duties, levies, taxes, rents, impositions, outgoings etc. which are required for the purpose of the said premises and also for the purposes of the said building along with other owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **Fourth Schedule** hereunder written.

<u>AND WHEREAS</u> the Purchaser having agreed to purchase the said Flat and the Car parking space stated above and having paid the entire consideration money to the Developer herein, now call upon them to execute and register a proper Deed of

Conveyance thereby selling, conveying and transferring the said Flat and the Car parking space unto and in favour of the Purchaser absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement dated ...... and in consideration of the said sum of Rs. ....../- (Rupees .....) only, truly paid by the Purchaser to the Owners/Vendors herein through the Developer/Confirming Party herein in the manner stated in the memo of consideration hereunder written, the receipt whereof the Owners/Vendors and the Confirming Party as Developer hereby do and each of them doth hereby admit, acknowledge and received from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the Purchaser as well as the said Flat and Car parking space along with the undivided, indivisible and proportionate share and right, title and interest into the said land and premises with the facilities in common with other flat owner/s or occupiers thereto. The Owners/Vendors and the Developer/Confirming Party do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser ALL THAT Flat No. "....." measuring about ...... Sq. ft. being carpet area including Verandah and ....... Sq. ft. being carpet area excluding Verandah (...... Sq. ft. being Super Built-up area) on the ..... side of the ...... Floor of the said G+IV storied building along with Car Parking space in Block -....., of the Housing Complex christened as "RAJWADA LAKEBLISS BLOCK 7", being erected at the Said Property being Municipal Holding No. 1491, Kusumba Road, under Rajpur-Sonarpur Municipality Ward no. 07, Post Office -Narendrapur, Police Station - Narendrapur (formerly Sonarpur), A.D.S.R., Garia, Kolkata - 700103, District- South 24 Parganas, which is more fully and particularly described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the "said Flat and Car Parking Space" together with the undivided proportionate indivisible share in the land described in the First Schedule hereto together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and to have the right of user in common of all the roads, passages, advantages thereto

or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors into or upon the said land proportionately agreeing to pay proportionate expenses for maintenance of the said common portion and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said Flat on the ........... **Floor** and the said Car parking space of the said building having right to use, occupy, own possess the said Flat and Car parking space as mentioned in **SECOND SCHEDULE** hereunder written exclusively, subject to the Purchaser's paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said Flat and Car parking space and other outgoings so long separate assessment is not made for the **said Flat and Car Parking Space** in the name of the Purchaser.

# The Vendors and the Developer do hereby covenant with the Purchaser as follows:-

- 1. NOTWITHSTANDING anything hereinbefore done or suffered to the contrary, the owners/Vendors have good and absolute right, title and authority to grant, convey, transfer, assign and assure all that the said Flat and Car parking space mentioned in the **SECOND SCHEDULE** hereunder written along with common area with amenities and facilities provided thereat and described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred unto the Purchaser in the manner aforesaid and that the owners/Vendors and the Developer/confirming party have not done or suffered knowingly from anything whereby the said flat and Car parking space may be encumbered, affected or impeached in respect of the estate ,title or otherwise.
- **2.** That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding pending and have not been offered as security or otherwise to any authority whatsoever or howsoever in respect of the said Flat and Car parking space.
- **3.** That the Purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said

flat and Car parking space without any let or hindrance, interruption, claim, disturbances or demand from or by the owners/Vendors or the Developer/confirming party or any person or persons claiming through or under or in trust for the owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

- 4. All the taxes, land revenue and other impositions payable in respect of the said flat and Car parking space up to the date of handing over the possession of the same to the Purchaser, shall be paid by the Owners/Vendors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the owners/Vendors to pay the same and if the same is paid by the Purchaser then it will be recoverable from Owners/Vendors prior to the date of delivery of possession of the said Flat and the Car parking space unto and in favour of the Purchaser and the Purchaser shall pay the entire taxes and outgoings in respect of the said flat and Car parking space after the instant Deed of Conveyance is registered, possession given subject to the formation of the Association as mentioned here to when the Purchaser shall pay the Government Rent and Municipal taxes and other outgoings exclusively for the said Flat and the Car parking space and shall pay for all the common portions proportionately to the said Association as would be so directed.
- 5. The owners/Vendors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Purchaser for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.
- **6.** The Purchaser, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat and Car parking space.
- 7. The Purchaser shall not cause any obstruction to the others in any manner in the entrance or exit or to user of any common space in the premises, keep any dirt/rubbish/refuse etc. save and expect the place is reserved for the said purpose.

8. If the Vendors/Developer in future purchase/develop adjacent to the said land and amalgamate the same for construction of another phases or blocks and for such construction the common entrance road as well as common facilities is to be used for free access to the new Phase/Block in that event the Purchaser/s of the apartment shall have no right to claim or demand whatsoever and also shall not raise any objection for the same whatsoever and if the Purchaser/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law and Purchaser/s also execute NOC in affidavit as may be required by the competent authority of Rajpur-Sonarpur Municipality or any authority whatsoever.

If the Vendors/Developer in future purchase/develop adjacent land to the said land and amalgamate the same for construction of another phases or blocks then the Purchaser/s shall not raise any objection with regard to the amalgamation and easementary rights attached thereto and for obtaining holding number and Sanction Plan for construction of another phases or blocks and if the Purchaser/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law.

The Purchaser/s of all the blocks of all the holdings shall enjoy all the common facilities and amenities in the premises such as Lift, Gymnasium, Children's Park, Games Room, Swimming pool, Community hall and any other amenities which are intended for common use in the said Premises.

The Purchaser/s shall also sign No Objection Certificate for amalgamation and easementary rights and shall also execute indenture of Easement, if required, for obtaining holding number and Sanction Plan for construction of another phases or blocks.

- **9.** The Purchaser shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the Rajpur-Sonarpur Municipality.
- **10.** That the Purchaser shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said flat and Car parking space which may cause sound pollution/air pollution, smoke etc to the occupant of the other flats in the building.

- 11. The Purchaser/s shall solely liable for the formation of the Flat Owners Association as per Act and Developer/Owners herein shall also cooperate with the purchaser/s for formation of the aforesaid Owner association by providing respective documents belongs to Developer and Owners respectively
- **12.** That the Purchaser shall pay the proportionate share of premium of the Insurance for the said building if any.
- **13.** The vendors/developers shall provide completion certificate of the said plan duly sanctioned by the Rajpur-Sonarpur Municipality to the Purchaser/s within 15 days after receiving the same from the competent authority.
- **14.** The Purchaser shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners inclusive of the owners/Vendors (or previous land lord) herein.
- **15.** Purchaser herein shall use and enjoy all common facilities and amenities, more-fully described in the Para 13 of the Third Schedule hereunder written, with the flat owners/occupiers of the adjacent land/plot of the aforesaid housing projects christened as "**RAJWADA LAKEBLISS BLOCK 7**" and all flat owners of the three plots shall also bear the common expenses and maintenance charges proportionately.
- **16.** Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Owners/Vendors about the correctness of the owners/Vendors' title, which if found defective or untrue at any time, the owners/Vendor, shall forthwith, take all necessary steps to remove and/or rectify the same.

#### FIRST SCHEDULE

### SCHEDULE "A" ABOVE REFERRED TO

### (Description of the Total Property in two Holding Numbers)

<u>ALL THAT</u> the piece and parcel of land measuring **75 Cottah 10 Chittak 03 Sq.ft.** be the same a little more or less comprised in Mouza- Kusumba, J.L. No. 50, R.S. Dag No. 1751, 1806, 1807, 1808, 1752 corresponding to L.R. Dag No. 1833, 1892, 1893, 1894, 1834 under R.S. Khatian No. 1097 appertaining to L.R. Khatian Nos. 3849 (previously 1717, 2438), Post Office –Narendrapur, Police Station – Narendrapur (formerly Sonarpur), A.D.S.R. Garia, within the limits of Rajpur-Sonarpur Municipality under Ward No. 07, Holding No. 1491 and 1492, Kusumba Road, Kolkata -700103, District- South 24 Parganas, West Bengal,

SRL	HOLDING	R.S. DAG NO.	R.S. KHATI AN NO	L.R. DAG NO.	L.R. KHATIA N NO	AREA IN DECIMAL
1		1751	1097	1833	3849	05 Cottah 03 Chittak 21 Sq. ft.
2	1491	1806	1097	1892	3849	01 Cottah 08 Chittak
3		1807	1097	1893	3849	10 Cottah 06 Chittak 19 Sq. ft.
4		1808	1097	1894	3849	06 Chittak 30 Sq. ft.
5		1751	1097	1833	3849	34 Cottah 10 Chittak
6	1492	1752	1097	1834	3849	23 Cottah 07 Chittak 23 Sq. ft.
		75 Cottah 10 Chittak 03 Sq.ft.				

# SCHEDULE "A-I" ABOVE REFERRED TO (Description of the Project Land in Holding Numbers-1491)

**ALL THAT** the piece and parcel of land measuring **17 Cottah 08 Chittak 25 Sq.ft.** be the same a little more or less comprised in Mouza- Kusumba, J.L. No. 50, R.S. Dag No. 1751, 1806, 1807, 1808, corresponding to L.R. Dag No. 1833, 1892, 1893, 1894, under R.S. Khatian No. 1097 appertaining to L.R. Khatian Nos. 3849, Post

Office –Narendrapur, Police Station – Narendrapur (formerly Sonarpur), A.D.S.R. Garia, within the limits of Rajpur-Sonarpur Municipality under Ward No. 07, Holding No. 1491, Kusumba Road, Kolkata -700103, District- South 24 Parganas, West Bengal,

SRL	HOLDING	R.S. DAG NO.	R.S. KHATI AN NO	L.R. DAG NO.	L.R. KHATIA N NO	AREA IN DECIMAL
1		1751	1097	1833	3849	05 Cottah 03 Chittak 21 Sq. ft.
2	1491	1806	1097	1892	3849	01 Cottah 08 Chittak
3		1807	1097	1893	3849	10 Cottah 06 Chittak 19 Sq. ft.
4		1808	1097	1894	3849	06 Chittak 30 Sq. ft.
		17 Cottah 08 Chittak 25 Sq.ft.				

Butted and bounded as follows:-

On the North : By 20 ft. wide Road

On the East: By land of R.S. Dag No. 1804 and 1805

**On the South**: By land of R.S. Dag No. 1809 and 1810

**On the West**: By land of R.S. Dag No. 1751(p)

The name of the said proposed building project above is known, called and named

#### "RAJWADA LAKEBLISS BLOCK 7" at Kusumba Road.

#### **SECOND SCHEDULE**

#### (Description of the Said Flat and Car Parking Space)

ALL	THAT Flat No.		measuring	about	:	_ Sq.ft.	being	Car	pet
area	including Balcor	av (	Sa.ft.	being	Super	Built-up	area)	on	the

\_ side of the \_\_\_\_th Floor of the said G+IV storied building consisting of 2 Bed rooms, 1 Dining, 1 Drawing room, 1 Toilet, 1 W.C., 1 Kitchen and 1 Veranda in Block - \_\_\_\_\_, of the Housing Complex named and styled as "RAJWADA LAKEBLISS BLOCK 7" also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the Fourth Schedule hereunder written and the Flat & parking is being erected as per the Building sanction plan no - SWS- 828/CB/07/77 dated 30/09/2015. sanctioned by the Rajpur-Sonarpur Municipality and revalidated till 30/09/2025, on the Said Property situated and lying at Mouza- Kusumba, J.L. No. 50, R.S. Dag No. 1751, 1806, 1807, 1808, corresponding to L.R. Dag No. 1833, 1892, 1893, 1894, under R.S. Khatian No. 1097 appertaining to L.R. Khatian Nos. 3849, Post Office -Narendrapur, Police Station - Narendrapur (formerly Sonarpur), A.D.S.R. Garia, within the limits of Rajpur-Sonarpur Municipality under Ward No. 07, Holding No. 1491, Kusumba Road, Kolkata -700103, District- South 24 Parganas, West Bengal as described in the First Schedule (Schedule-A-I) herein above.

# THE THIRD SCHEDULE ABOVE REFERRED TO (COMMON RIGHTS AND SERVICES)

- 1. All left Mechanical land pathway, drive way etc.
- 2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.
- 3. The foundation columns, girders, beams, supports, main wall, the main gate and passage lending to the building and stair-case.
- 4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
- 5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
- 6. Common sewerage lines.

- 7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
- 8. Water pump with motor and water distribution pipes (save those inside the flat).
- 9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
- 10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
- 11. Main gate and boundary walls to the premises of the building.
- 12. Roof of the building.
- 13. Lift, Gymnasium, Games Room, Kid's play room, Swimming pool, Community Hall, CCTV in common areas and intercom facility etc. for the said Complex lying and situated at Municipal Holding No. 278, Kali Mohon Roy Chowdhury Road, Kolkata-700151, of the said Complex more-fully described in the **FIRST SCHEDULE**.

#### FOURTH SCHEDULE ABOVE REFERRED TO

#### (Common expenses)

- **1. MAINTENANCE**: All expenses for cleaning, sweeping, maintaining white washing, painting, repairing, renovating and replacing including sanitary and plumbing.
- **2. OPERATION**: All expenses for running and operating all machineries equipments and installation in common parts, water pump with motor and lighting the common areas generator if any include the costs of repairing renovating and replacing the same.
- **3. INSURANCE**: Insurance premium against fire, riot, stick, malicious damage, earthquake etc. risks covering the said flat and the said building.

- **4. MUNICIPAL LAND REVENUE AND OTHER TAXES**: Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.
- **5. STAFF**: The Salaries or all other expenses for the staff employee or to be employed for common purpose including their bonus. If any and other emoluments benefits.
- **6. FLAT OWNERS ASSOCIATION**: Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.
- **7. RESERVE**: Creation of funds for replacement renovation and/or periodic expenses.
- **8. OTHER**: All other expenses and/or outgoing expenses as may be incurred by the builder and/or the Association for common purpose.

<b>IN WITNESS WHEREOF</b> the parties hereunto set and subscribed their respective
hands ad seals on the day, month and year first above written.
SIGNED, SEALED & DELIVERED
At Kolkata
WITNESSES:
1.
SIGNATURE OF THE VENDORS
2.
SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/S

## **Drafted by:**

## MEMO OF CONSIDERATION

<b>RECEIVED</b> of and from the within named Purchaser the within mentioned sum of <b>Rs.</b>									
S1. No.	Date	Bank Branch	and	Cheque No.	cash	Amount			
ГОТА	L								
Total Rs)  WITNESSES: -									
1.		_ ~.							
2.									
				SIGNATU	RE OF TH	E DEVELOPER			