

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this the            day of,            Two  
Thousand Twenty Three (2023).

**BETWEEN**

**(1) MR. PRASHANTA NASKAR (PAN - AXYPN5340F) (AADHAR - 434521939418), (2) MR. SUSHANTA NASKAR @ RATIKANTA NASKAR (PAN - AQZPN7419H) (AADHAR - 506135362803),** both son of Late Mani Mohan Naskar, both by Religion - Hindu, both by Nationality - Indian, both by Occupation - Other, both presently residing at Kali Mohon Roy Chowdhury Road under Rajpur Sonarpur Municipality, Post Office – Dakshin Jagaddal, Police Station -Sonarpur, Kolkata - 700151, District- South-24 Parganas, West Bengal, by virtue of a Development Power of Attorney which was duly registered before the office of the D.S.R.-IV South 24 Parganas, and recorded in Book No. I, Volume No.1604-2015, Pages- 77298 to 77321, Being No.160406991 for the year 2015, **(3) MRS. BASANTI LAHA (PAN-AKTPL8039K) (AADHAR- 550406387150),** wife of Sanjay Laha by religion - Hindu, by Nationality - Indian, by Occupation - House Wife, residing at Laha Para Road under Rajpur Sonarpur Municipality, Post Office - Dakshin Jagaddal, Police Station-Sonarpur, Kolkata - 700151, District- 24 Parganas (South), West Bengal, by virtue of a Development Power of Attorney which was duly registered before the office of the A.D.S.R. Sonarpur, and recorded in Book No. I, Volume No.1608-2019, Pages- 95347 to 95366, Being No.160803812 for the year 2019, 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 - .....**),son/ daughter/ wife of ....., 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 **SECOND PART.**

**AND**

**M/S. RAJWADA DEVELOPER, (PAN- AARFR9646N)**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur formerly Sonarpur, Kolkata - 700 084, District - 24 Parganas (South), duly represented by its Partners namely, **(1) SRI PARVEEN AGARWAL, (PAN- AGPPA1802M), (AADHAR-683800972303)(2) SRI BIKASH AGARWAL, (PAN- AHAPA8484B), (AADHAR-272383408531) and (3) SRI RAJ KUMAR AGARWAL,(PAN- AHAPA8485A)**, all are sons of Late Rajendra Kumar Agarwal, all are by Occupation- Business, all are by Religion - Hindu, all are by Nationality - Indian, all presently residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Police Station- Sonarpur, Kolkata- 700 084, the Partner Nos.1 and 3 i.e. **SRI PARVEEN AGARWAL** and **SRI RAJ KUMAR 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 03.08.2015 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 Sarat Kumari Devi wife of Late Upendra Nath Bhattacharjee was the sole and absolute owner in respect of **ALL THAT** piece and parcel of land measuring an area of **3.69 Acre**, be the same a little more or less, comprised in Mouza- Jagaddal, J.L. No.71, Touzi No.49, Pargana- Magura, in R.S. Dag No. 3293 under R.S. Khatian No.480, within the limits of Rajpur-Sonarpur Municipality, Police Station- Sonarpur, A.D.S.R. Office Sonarpur, District- South 24 Parganas, West Bengal.

**AND WHEREAS** the said Sarat Kumari Devi being the sole and absolute owner of the said property **ALL THAT** piece and parcel of land measuring an area of **3.69 Acre**, be the same a little more or less, comprised in Mouza- Jagaddal, J.L. No.71, Touzi No.49, Pargana- Magura, in R.S. Dag No. 3293 under R.S. Khatian No.480, within the limits of Rajpur-Sonarpur Municipality, Police Station- Sonarpur, District- South 24 Parganas, West Bengal, sold/transferred/conveyed to the Purchasers therein namely Prasanta Naskar, Rati Kanta Naskar, Srimanta Naskar and Hemanta Naskar by virtue of a Deed of Conveyance i.e. SAAF BIKRAY KOBALA which was duly registered before the Office of the Sub-Registrar at Baruipur, South 24 Parganas and recorded in Book No.1, Volume No.152, Pages from 200 to 203, Being No. 12115 for the year 1965.

**AND WHEREAS** in pursuance to the above deed Prasanta Naskar, Rati Kanta Naskar, Srimanta Naskar and Hemanta Naskar became the absolute joint owners in respect of **ALL THAT** piece and parcel of land measuring an area of **3.69 Acre**, be the same a little more or less, comprised in Mouza- Jagaddal, J.L. No.71, Touzi No.49, Pargana- Magura, in R.S. Dag No. 3293 under R.S. Khatian No.480, within the limits of Rajpur-Sonarpur Municipality, Police Station- Sonarpur, District- South 24 Parganas, West Bengal, and they decided to partition **4 Bigha 18 Cottahs 06 Chitaks out of 3.69 Acre** by virtue of a Registered Partition Deed which was duly registered on 29th August 1984, before the Office of the Sub-Registrar at Sonarpur, South 24 Parganas, and recorded in Book No.1, Volume No.28, Page from 354 to 358, Being No.3716 for the year 1984, as Prasanta Naskar, Rati Kanta Naskar (the land owners herein) as the first party in the said partition deed and Srimanta Naskar and Hemanta Naskar as the second party in the said partition deed, and the land owners herein Prasanta Naskar, Rati Kanta Naskar entitled to get more or less 2 Bigha 9 Cottahs 3 Chitaks equivalent to 81.2 Decimals as jointly.

**AND WHEREAS** in pursuance to the above deed the land owners herein became the absolute owners of the property, both equally undivided half share i.e. 40.6 Decimals each.

**AND WHEREAS** after that one of the above named land owner namely Ratikanta Naskar sold/transferred/conveyed **ALL THAT** piece and parcel of undivided land measuring an area of **2 Cottah equivalent to 3.3 Decimal**, be the same a little more or less, comprised in Mouza- Jagaddal, J.L. No.71, Touzi No.49, Pargana- Magura, in R.S. Dag No. 3293 corresponding to L.R. Dag No. 3365 under R.S. Khatian No.480 corresponding to L.R. Khatian No.1247, within the limits of Rajpur-Sonarpur Municipality, Police Station- Sonarpur, District- South 24 Parganas, West Bengal along with 10 ft wide common passage to Basanti Laha by virtue of a Registered sale deed which was duly registered in the office of A.D.S.R. Sonarpur, South 24 Parganas and recorded in Book No.1, CD Volume No.23, Page from 1910 to 1922, Being No.10928 for the year 2014.

**AND WHEREAS** in pursuance to the above deed Basanti Laha became the absolute owner of the **ALL THAT** piece and parcel of undivided land measuring an area of **2 Cottah equivalent to 3.3 Decimal**, be the same a little more or less, comprised in Mouza- Jagaddal, J.L. No.71, Touzi No.49, Pargana- Magura, in R.S. Dag No. 3293 corresponding to L.R. Dag No. 3365 under R.S. Khatian No.480 corresponding to L.R. Khatian No.1247, within the limits of Rajpur-Sonarpur Municipality, Police Station- Sonarpur, District- South 24 Parganas, West Bengal along with 10 ft wide common passage.

**AND WHEREAS** the owner herein namely Ratikanta Naskar seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of undivided land measuring **1 Bigha 2.5 Cottah 1.5 Chittak equivalent to 37.3 Decimal**, be the same a little more or less, comprised in Mouza- Jagaddal, J.L. No.71, Touzi No.49, Pargana- Magura, in R.S. Dag No. 3293 corresponding to L.R. Dag No. 3365 under R.S. Khatian No.480 corresponding to L.R. Khatian No.1247, within the limits of Rajpur-Sonarpur Municipality Ward No.25, Police Station- Sonarpur, District- South 24 Parganas, West Bengal and the other owner herein namely Sri Prasanta Naskar seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of undivided land measuring **1 Bigha 4.5**

**Cottah 1.5 Chittak equivalent to 40.6 Decimal**, be the same a little more or less, comprised in Mouza- Jagaddal, J.L. No.71, Touzi No.49, Pargana- Magura, in R.S. Dag No. 3293 corresponding to L.R. Dag No. 3365 under R.S. Khatian No.480 corresponding to L.R. Khatian No.894, within the limits of Rajpur-Sonarapur Municipality Ward No.25, Police Station- Sonarpur, District- South 24 Parganas, West Bengal

**AND WHEREAS** the owners herein namely Prasanta Naskar and Ratikanta Naskar seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute joint owners of **ALL THAT** piece and parcel of land measuring **2 Bigha 7 Cottah 3 Chittak equivalent to 77.9 Decimal**, be the same a little more or less, comprised in Mouza- Jagaddal, J.L. No.71, Touzi No.49, Pargana- Magura, in R.S. Dag No. 3293 corresponding to L.R. Dag No. 3365 under R.S. Khatian No.480 corresponding to L.R. Khatian No. 1247, 894, within the limits of Rajpur-Sonarapur Municipality Ward No.25, Police Station- Sonarpur, District- South 24 Parganas, West Bengal

**AND WHEREAS** the owners herein after acquiring the full and absolute right in the said premises duly applied for and got his name mutated in the records maintained in the office of the concerned BL & LRO and have been duly and punctually receiving, paying and discharging the rents, issues and other outgoings concerning and/or relating thereto and has been holding and possessing the SAID PREMISES without any interruption, obstruction or demur.

**AND WHEREAS** the owners with the intention of beneficial and profitable user of the SAID PREMISES both approached the Developers with a proposal of development of the SAID PREMISES on Joint Venture Basis for mutual interest and benefit.

**AND WHEREAS** the Owners/Vendors herein Prasanta Naskar and Ratikanta Naskar desire to promote their entire land and property but due to paucity of fund, the Owners/Vendors herein entered into an Agreement for Development with **M/S.**

**RAJWADA DEVELOPER** dated 31/08/2015 which was registered before the office of the D.S.R.-IV South 24 Parganas and recorded in Book No. I, Volume No.1604-2015, Pages- 68279 to 68321, Being No.160406609 for the year 2015 with the Developer for construction of the said multi-storied building on the said land at the cost of the Developer herein under certain terms and conditions contained therein.

**AND WHEREAS** the said Owners/Vendors herein Prasanta Naskar and Ratikanta Naskar also executed and registered a Development Power of Attorney in favour of the above named Developer '**M/S. RAJWADA DEVELOPER**' which was registered before the office of the D.S.R.-IV South 24 Parganas office and recorded in Book No. I, Volume No.1604-2015, Pages- 77298 to 77321, Being No.160406991 for the year 2015.

**AND WHEREAS** the Owner/Vendor herein Basanti Laha desire to promote their entire land and property but due to paucity of fund, the Owner/Vendor herein entered into an Agreement for Development with **M/S. RAJWADA DEVELOPER** dated 15/05/2019 which was registered before the office of the A.D.S.R. Sonarpur and recorded in Book No. I, Volume No.1608-2019, Pages- 62988 to 63019, Being No.160802584 for the year 2019 with the Developer for construction of the said multi-storied building on the said land at the cost of the Developer herein under certain terms and conditions contained therein.

**AND WHEREAS** the said Owner/Vendor herein Basanti Laha also executed and registered a Development Power of Attorney in favour of the above named Developer '**M/S. RAJWADA DEVELOPER**' dated 10/07/2019 before the office of the A.D.S.R. Sonarpur office and recorded in Book No. I, Volume No.1608-2019, Pages- 95347 to 95366, Being No.160803812 for the year 2019

**AND WHEREAS** by the virtue of Deed of Exchange executed on 04/11/2020 before the office of the A.D.S.R. Sonarpur office and recorded in Book No. I, Volume No.1608-2020, Pages- 111610 to 111638, Being No.160803813 for the

year 2020 the First Party there in namely Prasanta Naskar, Ratikanta Naskar, represented by their constituted attorney Bikash Agarwal and Second Party there in namely Basanti Laha, represented by her constituted attorney Bikash Agarwal exchange **ALL THAT** the piece or parcel of undivided land measuring 4 Chittack, be the same a little more or less, in equally to each other in to same R.S. Dag No.3293 corresponding to L.R. Dag No.3365, R.S. Khatian No.480 corresponding to L.R. Khatian No. 1247, 894, 4126 in Mouza- Jagaddal, Police Station. Sonarpur, J.L. No.71, Touzi No.49 under Rajpur-Sonarpur Municipality Ward No.25, District-South 24 Parganas, West Bengal.

**AND WHEREAS** as per the said Development Agreement and Power of Attorney the said Developer on behalf of the Owners/Vendors duly got sanctioned a **Building Plan No. SWS-OBPAS/2207/2022/1861** dated **04.02.2023** for construction of **G+11** storied building under two 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** being so authorized as stated above the Developer has expressed to desire to sell a Flat out of the Developer's allocation and coming to know of that and having a requirement of the self same flat and car parking in the like area, the Purchaser offered to purchase the same which the Developer has accepted and entered into an Agreement for sale with the purchaser herein on ..... on terms and conditions therein mentioned.

**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+11 storied building along with **One covered Car Parking space** in **Block - .....**, of the Housing Complex christened as “**RAJWADA LUXURIA**”, being erected at the Said Property being Municipal Holding No. 278, Kali Mohon Roy Chowdhury Road, under Rajpur-Sonarapur Municipality Ward no. 25, Post Office – Dakshin Jagaddal, Police Station - Sonarpur, A.D.S.R., Sonarpur, Kolkata – 700151, 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+11 storied building along with **One covered Car Parking space** in **Block - .....**, of the Housing Complex christened as “**RAJWADA LUXURIA**”, being erected at the Said Property being Municipal Holding No. 278, Kali Mohon Roy Chowdhury Road, under Rajpur-Sonarapur Municipality Ward no. 25, Post Office – Dakshin Jagaddal, Police Station - Sonarpur, A.D.S.R., Sonarpur, Kolkata – 700151, District- South 24 Parganas, at or for a valuable consideration of **Rs. ..../- (Rupees .....**) **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.

**AND WHEREAS** 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+11 / G+11 storied building along with **Car Parking space in Block - .....**, of the Housing Complex christened as "**RAJWADA LUXURIA**", being erected at the Said Property being Municipal Holding No. 278, Kali Mohon Roy Chowdhury Road, under Rajpur-Sonarpur Municipality Ward No. 25, Post

Office- Dakshin Jagaddal, Police Station- Sonarpur, Additional District Sub-Registrar office at Sonarpur, Kolkata-700151, District- South 24 Parganas, West Bengal, 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 LUXURIA**" 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**

**(Description of the land)**

**ALL THAT** the piece and parcel of **Housing Complex** land measuring **81.2 Decimal** equivalent to **2 Bigha 9 Cottaha 3 Chittak** be the same a little more or less comprised in Mouza -Jagaddal, J.L. No. 71, Touzi No. - 49, under R.S. Dag No. 3293 corresponding to L.R. Dag No. 3365 under R.S. Khatian No. 480 appertaining to L.R. Khatian Nos. 1247, 894, 4126, Post Office – Dakshin Jagaddal, Police Station – Sonarpur, A.D.S.R. Sonarpur, within the limits of Rajpur-Sonarpur Municipality under Ward No. 25, Holding No. 278, Kali Mohon Roy Chowdhury Road, Kolkata -700151, District- South 24 Parganas, West Bengal.

<b>SRL</b>	<b>R.S. DAG NO.</b>	<b>R.S. KHATIAN NO</b>	<b>L.R. DAG NO.</b>	<b>L.R. KHATIAN NO</b>	<b>AREA IN DECIMAL</b>	<b>NATURE OF LAND</b>
1	3293	480	3365	894	40.6	Housing Complex
2	3293	480	3365	1247	37.3	
3	3293	480	3365	4126	3.3	

Butted and bounded as follows :-

- On the North** : By land in R.S. Dag No. 3291;
- On the East** : By 50 ft. wide extended E.M.Bypass;
- On the South** : By land of R.S. Dag No. 3293 (Part);
- On the West** : By land of R.S. Dag No. 349

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

**“RAJWADA LUXURIA”.**

**SCHEDULE REFERRED TO AS ABOVE**

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

**ALL THAT Flat No. “.....”** measuring about ..... **Sq.ft. being Carpet area** including Balcony (**..... Sq. ft. being Super Built-up area**) on the ..... side of the ..... **Floor** of the said **G+XI** storied building consisting of ..... Bed rooms, ,..... Dining, ..... Drawing room, ..... Toilet, ..... W.C., ..... Kitchen and ..... Veranda in **Block - .....**, along with one covered car parking space of the Housing Complex named and styled as “**RAJWADA LUXURIA**” 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-OBPAS/2207/2022/1861 dated 04.02.2023** sanctioned by the Rajpur-Sonarpur Municipality, on the Said Property situated and lying at Mouza-Jagaddal, J.L. No.71, Ward No.25, within Municipal Holding No. 278, Kali Mohon Roy Chowdhury Road, under Rajpur-Sonarpur Municipality, Post Office- Dakshin Jagaddal, Police Station- Sonarpur, Kolkata-700151, District- South 24 Parganas, West Bengal as described in the First Schedule 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, Power backup, 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.

**IN WITNESS WHEREOF** 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.

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**SIGNATURE OF THE VENDORS**

2.

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**SIGNATURE OF THE DEVELOPER**

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**SIGNATURE OF THE PURCHASER/S**

**Drafted by:**

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchaser the within mentioned sum of **Rs. ..../- (Rupees .....)** **only**, excluding of taxes towards the full and final consideration price of the within mentioned flat and car parking space of the building Premise/ Holding No. 278, Kali Mohon Roy Chowdhury Road,, Kolkata – 700151, together with undivided proportionate share or interest in the land underneath as per memo below:-

<b>Sl. No.</b>	<b>Date</b>	<b>Bank Branch</b>	<b>and</b>	<b>Cheque No.</b>	<b>cash</b>	<b>Amount</b>
<b>TOTAL</b>						

**Total Rs...../- (.....)**

**WITNESSES: -**

1.

2.

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**SIGNATURE OF THE DEVELOPER**