

DEED OF CONVANCE

THIS INDENTURE is made this the ..... day of ..... Two  
Thousand Nineteen (2019) B E T W E E N.

**OWNERS :**

(1) **SMT. RINA DAS** (PAN: BZNPD6493A & AADHAR NO. 971033149772) wife of Late Gouri Sankar Das, by religion Hindu, by occupation : Retired, by Nationality Indian, residing at 59, Purbachal Main Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata -700078, Dist: South 24 Parganas, (2) **SMT. BHARATI DAS** (PAN-AHPPD3219C & AADHAR NO. 883364638925) wife of Shyamal Kumar Das, daughter of Late Gouri Sankar Das, by religion Hindu, by Nationality – Indian, by occupation – Housewife, residing at 44/4A/10, C.N. Roy Road, P.O & P.S. Tiljala Kolkata -700039 (3) **SMT. KRISHNA KARMAKAR**, (PAN: DVJPK8999F & AADHAR NO. 214788306074) wife of Late Gouri Sankar Das, by religion Hindu, by occupation – Housewife, residing at 1/92, Nelinagar,P.O. Haltu, P.S. Garfa, Kolkata -700078, (4) **SMT. ARATI DAS** (PAN – CHQPD1187E & AADHAR NO. 662339461306), wife of Sri Uttam Kumar Das daughter of Late Gouri Sankar Das, by religion Hindu, by occupation – Housewife, residing at 59, Purbachal Main Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata -700078, Dist: South 24 Parganas, (5) **SMT. JAYANTI DAS** (PAN – BZPMD6494H & AADHAR NO. 439575561885), daughter of Late Gouri Sankar Das, by religion Hindu, by occupation – Housewife, residing at 59, Purbachal Main Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata -700078, (6) **SMT. TAPATI DAS** (PAN – BZDPD1898Q & AADHAR NO. 486022999238), wife of Sri Dipak Das daughter of Late Gouri Sankar Das, by religion Hindu, by occupation – Housewife, residing at 1/75, Jahura Bazar Lane, P.O. Kasba, P.S. Kasba, Kolkata -700042, (7) **SMT. MUKTI DAS** (PAN – BVGPD8302Q & AADHAR NO. 755577244914), wife of Sri Arun Kumar Das daughter of Late Gouri Sankar Das, by religion Hindu, by occupation – Housewife, residing at Bidhanpally, School Approach Road, P.O. Ichhapur, P.S. Barrackpore District North 24 Parganas, Pin Code-743144, (8) **SMT. BISWANATH DAS** (PAN – AKGPD8140A & AADHAR NO. 225825369637), son of Late Gouri Sankar Das, by religion Hindu, by occupation – Un-Employed, residing at 59, Purbachal Main Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata -700078, District South 24 Parganas, hereinafter jointly referred to as the ‘**OWNERS**’ (which expression shall unless excluded by or repugnant to the context deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**: represented by their Constituted Attorney **M/S. A.M.B. CONSTRUCTION**” a proprietorship Firm, having its registered office at 19/1, Kalitala Road, P.O. Haltu, P.S. Garfa, Kolkata – 700078, represented by its proprietor **SRI BIBHAS CHANDRA NASKAR**, (PAN-ADMPN5087H & AADHAR NO. 476138325070) Son of Late Bimal Kumar Naskar alias Bimal Chandra Naskar, by faith- Hindu, by occupation – Business, residing at 19/1, Kalitala Road, P.O. Haltu, P.S. Garfa, Kolkata – 700078, District : South 24 Parganas, West Bengal, by a Registered Power of Attorney dated 03.01.2019 which was registered in the office of III at Alipore and recorded in Book No1, Volume no 1603-2019, Pages

1886 to 1924, Being no. 160300041 for the year 2019 hereinafter collectively referred to as “**THE OWNERS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **FIRST PART.**

**AND**

**PROMOTER:**

**M/S. A.M.B. CONSTRUCTION**” a proprietorship Firm, having its registered office at 19/1, Kalitala Road, P.O. Haltu, P.S. Garfa, Kolkata – 700078, represented by its proprietor **SRI BIBHAS CHANDRA NASKAR**, (PAN-ADMPN5087H & AADHAR NO. 476138325070) Son of Late Bimal Kumar Naskar alias Bimal Chandra Naskar, by faith- Hindu, by occupation – Business, residing at 19/1, Kalitala Road, P.O. Haltu, P.S. Garfa, Kolkata – 700078, District : South 24 Parganas, West Bengal, hereinafter collectively referred to as “**THE PROMOTER/CONFIRMING PARTY**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **SECOND PART.**

**AND**

**ALLOTTEE:**

Mr/Ms....., (Pan ) , Aadhar Number \_\_\_\_\_ son/wife/daughter of ..... by faith-Hindu, by occupation-....., by Nationality-Indian,aged about \_\_\_\_\_residing at .....hereinafter collectively referred to as “ALLOTTEE (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the THIRD PART.

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

**DEFINITIONS:**

For the purpose of this Deed of Conveyance, unless the context otherwise requires:

a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).

- b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- c) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- d) **“Section”** means a section of the Act.
- e) **“Building Complex”** shall mean and include the said premises and the New Buildings there at with the Common Areas and Installations;
- f) **“Co-owners”** shall mean (a) all the allottees of Units in the Building Complex excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor or the Promoter, shall mean the Promoter or the Vendor, as the case may be.
- g) **“Promoter”** shall mean M/S. A.M.B. CONSTRUCTION a proprietorship Firm, having its registered office at 19/1, Kalitala Road, P.O. Haltu, P.S. Garfa, Kolkata – 700078, represented by its proprietor SRI BIBHAS CHANDRA NASKAR, (PAN-ADMPN5087H & AADHAR NO. 476138325070) Son of Late Bimal Kumar Naskar alias Bimal Chandra Naskar, by faith- Hindu, by occupation – Business, residing at 19/1, Kalitala Road, P.O. Haltu, P.S. Garfa, Kolkata – 700078, District : South 24 Parganas, West Bengal, India and include its successors or successors-in-office and/or assigns;
- h) **“Development Agreement”** shall mean the agreement dated 02.01.2019, registered in the office of D.S.R-III, Alipore and recorded in Book No. I, Volume No.1603-2019, pages 943 to 1004 Being No.160300015 for the year 2019 and include any modifications thereof as agreed between the Vendor and the Promoter in writing.
- i) **“Common areas”** mean,

- i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for the phase;
- ii) The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of buildings;
- iii) The common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staff or for the lodging of community service personnel;
- v) Installation of central services such as electricity, gas, water and sanitation, air-conditioning, system for water conservation renewable energy;
- vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use;
- vii) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;
- j) **“Allottee/Purchasers”** shall mean one or more Allottees named above and include:-
  - a. in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;
  - b. in case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;
  - c. in case of a partnership firm or LLP, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns and in case of LLP shall also include its successors or successors-in-office and/or assigns;

d. in case of a Company, its successors or successors-in-office and/or assigns;

e. in cases not falling within any of the above categories, the constituent of the Allottee as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.

k) “**OWNERS**” shall mean **SMT. RINA DAS** (PAN: BZNP6493A & AADHAR NO. 971033149772) wife of Late Gouri Sankar Das, by religion Hindu, by occupation : Retired, by Nationality Indian, residing at 59, Purbachal Main Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata -700078, Dist: South 24 Parganas, (2) **SMT. BHARATI DAS** (PAN-AHPPD3219C & AADHAR NO. 883364638925) wife of Shyamal Kumar Das, daughter of Late Gouri Sankar Das, by religion Hindu, by Nationality – Indian, by occupation – Housewife, residing at 44/4A/10, C.N. Roy Road, P.O & P.S. Tiljala Kolkata -700039 (3) **SMT. KRISHNA KARMAKAR,** (PAN: DVJPK8999F & AADHAR NO. 214788306074) wife of Late Gouri Sankar Das, by religion Hindu, by occupation – Housewife, residing at 1/92, Nelinagar,P.O. Haltu, P.S. Garfa, Kolkata -700078, (4) **SMT. ARATI DAS** (PAN – CHQPD1187E & AADHAR NO. 662339461306), wife of Sri Uttam Kumar Das daughter of Late Gouri Sankar Das, by religion Hindu, by occupation – Housewife, residing at 59, Purbachal Main Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata -700078, Dist: South 24 Parganas, (5) **SMT. JAYANTI DAS** (PAN – BZPMD6494H & AADHAR NO. 439575561885), daughter of Late Gouri Sankar Das, by religion Hindu, by occupation – Housewife, residing at 59, Purbachal Main Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata -700078, (6) **SMT. TAPATI DAS** (PAN – BZDPD1898Q & AADHAR NO. 486022999238), wife of Sri Dipak Das daughter of Late Gouri Sankar Das, by religion Hindu, by occupation – Housewife, residing at 1/75, Jahura Bazar Lane, P.O. Kasba, P.S. Kasba, Kolkata -700042, (7) **SMT. MUKTI DAS** (PAN – BVGPD8302Q & AADHAR NO. 755577244914), wife of Sri Arun Kumar Das daughter of Late Gouri Sankar Das, by religion Hindu, by occupation – Housewife, residing at Bidhanpally, School Approach Road, P.O. Ichhapur, P.S. Barrackpore District North 24 Parganas, Pin Code-743144, (8) **SMT. BISWANATH DAS** (PAN –

AKGPD8140A & AADHAR NO. 225825369637), son of Late Gouri Sankar Das, by religion Hindu, by occupation – Un-Employed, residing at 59, Purbachal Main Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata -700078, District South 24 Parganas and include its and each of its successors or successors-in-office and/or assigns;

l) Words importing masculine gender shall according to the context mean and construe feminine gender and/or neuter gender as the case may be; Similarly words importing feminine gender shall mean and construe masculine gender and/or neuter gender; Likewise words importing neuter gender shall mean and construe masculine gender and/or feminine gender;

m) Words importing singular number shall according to the context mean and construe the plural number and vice versa. Similarly words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa;

## **WHEREAS**

### **A) RECITALS:**

A) **WHEREAS** one Smt. Usha Rani Bhattacharya daughter of Sri Gopinath Bhattacharya of Santoshpur, Jadavpur, P.S. Tollygunge Sadar, Dist 24 Parganas by virtue of Sale Deed, written in Bengali language, registered in the office of Sub register, Book No.1, Volume No.97, Pages from 108 to 111, Being Deed No.5898 for the Year 1952 purchased ALL THAT the piece and parcel of a plot of land measuring an area of 5 Cottahs, lying and situated in Mouza Garfa, Touzi No.155, R.S. No.2, J.L.No.19, comprised of C.S. Dag No.1690 under C.S. Khatian No.949, corresponding to R.S. Dag No. 1993/2475 under R.S.Khatian No.1244, District presently south 24 Parganas for valuable consideration mentioned therein from it's erstwhile Owners, Sri Prankrishna Sen son of Late Chandi Charan Sen, Sri Upendranath Sen, son of Late Katoswar Sen and Sri Amulya Bhusan Roy son of Late Bipinbehari Roy, of Canning, P.S. Canning, District the then 24 Pargans.

**B) AND WHEREAS** said Smt. Usha Rani Bhattacharya by virtue of an another Sale Deed, written in Bengali Language, registered in the Office of Sub Registrar at Alipore Sadar on dated 29.06.1962 and recorded in Book No.1, Volume No.112, Pages from 35 to 37, Being Deed No.5630 for the Year

1962 purchased a small plot of land being ALLL THAT the piece and parcel of a plot of land measuring an area of 2 Sataks or in local measurement 1 Cottah, 4 ..... land, lying and situated in Mouza-Garfa, Touzi No.10 & 12, R.S. No.2, J.L.No.19, comprised of C.S.Dag No.1689 under C.S. Khatian No.137 corresponding to R.S.Dag No.1992 under R.S. Khatian No.142, District presently South 24 Parganas for valuable consideration mentioned therein from it's erstwhile Owner Sri Rohini Kanta Chakraborty son of Late Ram Kumar Chakraborty of Purbachal, P.s. Tollygunge, District the then 24 Parganas.

**C)** AND WHEREAS said Smt. Usha Rani Bhattacharya on 29.06.1962, by a registered Sale Deed also sold out a small plot of land measuring 7 Chittacks 22.5 Sq.ft out of her earlier purchased plot of land measuring 5 Cottahs in Mouza-Garfa, comprised in R.S. Dag No.1993/2475 under R.S. Khatian No.1244, P.S. the then Tollygunge, District the then Parganas to one Rohini Kanta Chakraborty retaining the remaining land area measuring 4 Cottahs 8 Chittacks 22.5 Sq.ft under here absolute ownership, for valuable consideration.

**D)** AND WHEREAS in the manner aforesaid by way of two purchase and seling a portion thereof the said Smt. Usha Rani Bhattacharya became the lawful Owner of the total Plot of land measuring more or less 5 Cottahs 12 Chittacks 22.5 Sq.ft lying and in Mouza Garfa, J.L.No.19, comprised in R.S. Dag No.1993/2475 and 1992 under R.S. Khatian No.1244 and 142, P.S. the then Tollygunge, District the then 24 Parganas.

**E)** AND WHEREAS after such purchase said Gouri Sankar Das Kolkata Municipal Corporation being the KMC Premises No.370, Purbachal Main Road, Kolkata-700078, under Assessee No.31-106-16-0370-4, and also before the BL & LRO under section 50 of the West Bengal Land Reforms Act, 1955, for record and assessments and while had been enjoying and possessing the same as absolute Owner thereupon it was detected by physical measurement that a small portion of land measuring more or less 3 Chittacks 33 Sq.ft had been exhausted for widening of adjacent road and passages and his said plot of land presently contains the quantum of land measuring 5 Cottahs 8 Chittacks 34.85 Sq.ft i.e. in rounding of the measuring more or less 5 Cottahs 8 Chittacks 35 Sq.ft along with a single stored old building standing thereupon, which the said Owner gradually erected thereupon after such purchase.

**F)** Be it mentioned that the said Owner subsequently declared such exhaustion of his small quantum of land measuring 3 Chittacks 33 Sq.ft more or less as mentioned above by a registered Deed of Boundary Declaration.

**G)** AND WHEREAS in the manner aforesaid the said Owner piece and parcel of a plot of land measuring more or less 5 Cottahs 8 Chittacks



35 Sq.ft along with 400 Sq.ft old single storied building thereupon, lying and situated in Mouza Garfa, Touzi No.155, 10 & 12, R.S. 2, J.L.No.19 comprised in R.S. Dag No.1993/2475 and 1992 under R.S. Khatian No.1244 & 142 under Police Station Kasba presently Garfa, within the limits of the Kolkata Municipal Corporation, Ward No.106, Being KMC Premises No.370, Purbachal Main Road, under Assessee No.31-106-16-0370-4, District South 24 Parganas and duly to erect a G Plus four storied residential building upon their said property entered into a registered Agreement for Development on dated 07.02.2018 with his nominated Developer being the Developer therein and also the Developer herein under the terms and conditions mentioned therein, the said Development Agreement duly registered in the Office of the DSR-III at Alipore and recorded in Book No.I, Volume No.1603-2018, Pages from 1607 to 16102, Being No.00509 for the year 2018 and also executed and registered a General Power of Attorney for development in favour of the said Developer and the Developer herein, which was registered in the Office of DSR-III at Alipore on 07.03.2018 and recorded in Book No. I, Volume No. 1603-2018 Being no.00974 for the year 2018 empowering the said Developer and also the Developer herein to act accordingly as recited therein.

**H) AND WHEREAS** during continuance of the said Development Agreement while the said Developer and also the Developer herein was started to proceed the process of construction meanwhile the said Owner Gouri Sankar Das, died intestate on 10.08.2018 leaving behind him, his aforementioned legal heirs and successors being the Owners herein as his only legal heirs and successors to inherit the said property left by him according to Hindu Succession Act 1956, as such due to death of Owner Gouri Sankar Das said registered Agreement for Development dated 07.02.2018 and registered General Power of Attorney for Development dated 07.03.2018 have automatically been cancelled and revoked.

**I) AND WHEREAS** in the manner aforesaid, by way of succession the Owners herein are the lawful joint owners in equal share in respect of ALL THAT the piece and parcel of a plot of land measuring more or less 5 Cottahs 8 Chittacks 35 Sq.ft alongwith old single storied building thereupon, lying and situated in Mouza-Garfa, Touzi No.155, 10 & 12, R.S. No.2, J.L.No.19 comprised in R.S.Dag No.1993/2475 and 1992 under R.S. Khatian No.1244 & 142 under Police Station Kasba presently Garfa, within the limits of the Kolkata Municipal Corporation, Ward No.106, Being KMC Premises No.370, Purbachal Main Road, under Assessee No.31-106-16-0370-4, District South 24 Parganas more fully described in the Schedule –A hereunder written and hereinafter referred to as the SAID LAND / PREMISES free from all encumbrances of whatsoever in nature.

AND WHEREAS Owners herein further entered into a registered Agreement for Development on dated 02.01.2019 with his nominated Developer being the Developer

therein and also the Developer herein under the terms and conditions mentioned therein, the said Development Agreement duly registered in the Office of the DSR-III at Alipore and recorded in Book No.I, Volume No.1603-2019, Pages from 943 to 1004, Being No.00015 for the year 2019 and also executed and registered a General Power of Attorney for development in favour of the said Developer and the Developer herein, which was registered in the Office of DSR-III at Alipore on 03.01.2019 and recorded in Book No. I, Volume No. 1603-2019, Pages from 1886 to 1924, Being no.00041 for the year 2019 empowering the said Developer and also the Developer herein to act accordingly as recited therein.

**AND WHEREAS** thus the owners herein jointly became the owners of total land measuring 5 Cottah 8 Chittak 35 sq.ft. be the same a more or less, more fully described in the First Schedule hereunder written, having unfettered right, title and interest thereto and free from all encumbrances.

**WHEREAS**

i) Vendors herein become absolute owners of total land measuring 5 Cottah 8 Chittak 35 sq.ft. be the same a little more or less and they jointly seized and possessed of and/or otherwise well and sufficiently entitled to as the full and absolute owners of ALL THAT land measuring about 5 Cottah 8 Chittak 35 sq.ft. be the same a more or less more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written having undivided share therein and have caused their names to be mutated in the records of the 5 Cottah 8 Chittak 35 sq.ft. be the same a more or less in respect thereof.

ii) By the Development Agreement the Vendors, inter alia, did thereby agree to provide the said premises and to allow the same to be used exclusively and solely for the purpose of development of the same by the Promoter and agreed that with effect from the date of execution thereof, the Promoter would have the sole exclusive and irrevocable right and authority to develop the said premises into a building complex and to

transfer the same in the manner mentioned therein. Under the said Development Agreement it was further, inter alia, agreed between the Vendor and the Promoter:-

a. The Promoter/Developer would have the exclusive rights and authority to sell transfer and transfer the its Developer's allocation (save and except the Owners allocation) on the terms and conditions therein contained;

b. The Vendors agreed to sell and transfer proportionate share in land to the persons intending to own Units and other transferable areas in the Building Complex and nominated by the Promoter and in such parts or shares as the Promoter may nominate or require.

iii) By Development Power of Attorney dated 03.01.2019 which was registered in the office of III at Alipore and recorded in Book No1, Volume no 1603-2019, Pages 1886 to 1924, Being no. 160300041 for the year 2019 the Vendors appointed the Promoter and its authorized representatives named therein as its constituted attorney as and for the purposes mentioned therein.

iv) The building plans for construction of the New Buildings has been caused to be sanctioned by the Promoter from the Kolkata Municipal Corporation, South 24 Parganas vide Building permit No. 2018120264 dated 02-01-2019.

**AND WHEREAS** in the said Agreement, it was mutually agreed & settled that the Owners would be entitled to get their Owners' allocation and remaining portion of the said building, comprising of several flats and car parking space would be allotted to the Developer as Developer's allocation, more clearly stated in the said Development Agreement.

v) **AND WHEREAS** the Developer herein constructed the said G+IV storied building on the said land as mentioned in the First Schedule below

as per the plan duly sanctioned by the Kolkata Municipal Corporation, Vide Plan No. 2018120264 dated 02-01-2019 and provided all civic facilities and amenities therein at the cost and expenses of the Developer and Developer completed the said building as per sanctioned building plan and handed over the Owners' allocation portion as Development Agreement.

**AND WHEREAS** the Developer herein declared for absolute sale under ownership apartment system out of the Developer's allocation, the flat and Car Parking Space and the Purchasers herein being satisfied with right, title and interest in the said property, proposed to purchase a self contained flat, being **Flat No.....**, on ..... **floor**, ..... **side**, measuring about covered area ..... **sq.ft.** be the same a little more or less and measuring built up area.....sq.ft. and measuring about super built up area.....more or less and a car parking space measuring **120 sq.ft.** on the **ground** floor, of the said G+IV storied building (details whereof more fully and particularly described and mentioned in the Second Schedule hereunder written and hereinafter referred to as the '**SAID FLAT**' together with right to use and enjoy the common areas & facilities along with undivided proportionate share in the land, free from all encumbrances, at a total fixed price or consideration of **Rs. ..../- (Rupees .....)** **only** and the Owners and Developer herein agreed to sell the said flat at the said consideration money to the Purchaser herein by executing an Agreement for sale, dated .....

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of **Rs. .... (Rupees .....)** **only** being the full consideration money of the

said flat & car parking space, well and truly paid by the Purchasers to the Owners as well as Developer, on or before the execution of this deed, (the receipt whereof, the Owners and Developer do hereby admit and acknowledge the same as per memo of consideration hereunder written and of and from the payment of the same, the Owners and Developer do hereby acquit, release and forever discharge the Purchaser and the said flat & car parking space with undivided proportionate share in the land and ,the common areas hereby sold) the Owners and Developer do hereby grant, transfer, convey, sell, assign and assure unto the Purchaser ALL THAT undivided proportionate share in the land attributable to the said flat comprised in Premises No.370, Purbachal Main Road, Kolkata-700078, Assessee No.31-106-16-0370-4, now within the limits of the Kolkata Municipal Corporation, Ward No.106, Dist. 24-Parganas (South) more fully described in the First Schedule hereunder written, together with the said self contained flat, being **Flat No.....**, on ..... **floor**, ..... **side**, measuring about covered area ..... **sq.ft.** be the same a little more or less and measuring built up area.....sq.ft. and measuring about super built up area.....more or less and a car parking space measuring **120 sq.ft.** on the **ground** floor, of the said G+IV storied building more fully described in the second Schedule hereunder written, TOGETHER WITH all the rights, appurtenances thereto and all easements, quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat with right to use the staircase, electrical installations, entrance for common areas, lobbies, open side space, passage, main gate, boundary wall, roof of the building and other privileges etc. and other common areas in common with the owners and occupiers of the other flats of the said building for the purpose of uninterrupted access to and from the main

Municipal road, belonging to or in anywise appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof AND all the estate, right, title, interest, claim, and demand whatsoever both at law and in equity of the Owners into or upon the said flat & car parking space and undivided proportionate share in the said land and every part thereof **TO HAVE AND TO HOLD** the said undivided proportionate share in the land and the said flat & car parking space so to be unto and to the Purchaser absolutely and forever free from all encumbrances.

**THE OWNERS & DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS** as follows:-

1. The interest which the Owners and Developer do hereby profess to transfer subsist and that the Owners have good right, full power, absolute authority and indefeasible title to grant, transfer, convey, sell the said undivided proportionate share in the land and the said flat & car parking space hereby granted, conveyed, transferred and sold unto the Purchasers in the manner aforesaid and delivered the same.
2. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter, upon, hold, possess and enjoy the said undivided proportionate share in the land and the flat & car parking space with right to sell, transfer or otherwise alienate the same and pay the rents to the District Collector, South 24-Parganas and taxes to the Kolkata Municipal Corporation, upon getting her name mutated in the records of the said authorities and receive the rents, issues and profits thereof without any interruption, disturbances, claims or demands whatsoever for or by the Owners or any person or persons claiming through under or in trust for

the Owners & developer or any of their predecessor-in-title acquitted, exonerated, discharged, saved, harmless and keep the Purchasers indemnified from or against all charges, encumbrances, made or suffered by the Owners or any person or persons lawfully or equitably claiming as aforesaid.

3. The undivided proportionate share in the land together with constructed flat & car parking space hereby transferred and conveyed are freed and discharged from and against all sorts of encumbrances, trusts, liens, and attachments whatsoever. There is no case, suits or proceeding pending before any court of law and the Owners and Developer sold the said flat & car parking space while having good and marketable title therein.

4. The Owners and Developer shall from time to time and at all times hereafter upon every reasonable request and cost of the Purchaser make do acknowledge, execute and perfect all such further lawful and reasonable act, deeds and things whatsoever for further better and more perfectly assuring and conveying the said undivided share in the land and the flat hereby sold unto the Purchaser in the manner aforesaid.

5. The Owners shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and cost of the Purchasers produce or cause to be produced to the Purchasers their agents and attorney or any trial hearing commission, examination or otherwise as writing and also shall at the like request and cost deliver or cause to be delivered to the Purchasers such attested writing or any of them as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and un-cancelled.

**THE PURCHASERS DOTH HEREBY COVENANT WITH THE OWNERS & DEVELOPER** as follows:-

1. That the Purchasers shall pay the proportionate share of Municipal taxes or like taxes under any law, which may be assessed on the entire building, so long as the said flat & car parking space sold to the Purchasers shall not be separately assessed.
2. The Purchasers shall pay the proportionate cost and expenses for maintaining repairing, renovating of the said building and replacement of any fixtures, fittings and/or components or accessories of the building for white washing or painting of the outer portion of the building etc. more fully mentioned in the Fourth Schedule hereunder written.
3. The Purchasers shall pay the electric charges for consumption of the electricity in their flat proportionately unless the separate electric meter is granted in her name by the Electric Supply authority.
4. The Purchasers shall use the said flat sold to their solely for residential purpose and for no other purpose.
5. The Purchasers shall not make or cause to be made any annoyance or disturbance to the owners and occupiers of the other flats of the said building.
6. The Purchasers shall not store any inflammable or combustible obnoxious and/or objectionable goods or materials other than L.P.G. or kerosene oil for domestic purpose in the said flat sold to them or any part thereof.
7. The Purchasers shall not throw or permit to be thrown dirt, debris, rage or other refuse in the compound, corridor, premises or any other portion outside the said flat & car parking space.



8. The Purchasers shall keep the said flat sold to them and its walls and partition walls, sewers, drains, pipes and appurtenances thereof in good repair and conditions and in particularly as to support, shelter and lateral part of the building.

9. The Purchaser shall become member of the Association/Society of the owners, which may be formed and also do all such acts and things necessary for making such Association/Society for protection management and maintenance of the said building.

10. The Purchaser shall observe, perform, and comply with all the rules and regulations made from time to time for protection, maintenance and management of the said building and also the rules and municipal bye laws.

### **FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** a piece and parcel of Bastu land measueing 5 Cottahs 8 Chittacks 35 Sq.ft alongwith G+IV storied building has been erecting as per sanctioned building plan, lying and situated in Mouza-Garfa, Touzi No.155, 10 & 12, R.S. No.2, J.L.No.19 comprised in R.S.Dag No.1993/2475 and 1992 under R.S. Khatian No.1244 & 142 under Police Station Kasba presently Garfa, within the limits of the Kolkata Municipal Corporation, Ward No.106, Being KMC Premises No.370, Purbachal Main Road, under Assessee No.31-106-16-0370-4, District South 24 Parganas now within the limits of the Kolkata Municipal Corporation, Ward No.106, and the same is butted and bounded as follows :-

On the North	: Purbachal Main Road
On the South	: Land of Premises No. 49/11, Purbachal Main Road.
On the East	: Land of Premises No. 61, Purbachal Main Road.
On the West	: Land of Premises No. 57, Purbachal Main Road.

### **SECOND SCHEDULE ABOVE REFERRED TO**

**ALL THAT** a self contained flat, being **Flat No.....**, on ..... **floor**, ..... **side**, measuring about covered area ..... **sq.ft.** be

the same a little more or less and measuring built up area.....sq.ft. and measuring about super built up area.....more or less, consisting of .....rooms, one drawing cum dinning room, one kitchen, one toilet and one w.c. and balcony and a car parking space measuring **120 sq.ft.** on the **ground** floor, of the said G+IV storied building together with undivided proportionate share in the land situated at KMC Premises No.370, Purbachal Main Road, Kolkata -700078, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.106, in the District of South 24-Parganas, more fully described in the First Schedule hereinabove written and the said flat and Car Parking Space are clearly shown and delineated in the map or plan annexed hereto and depicted with RED border line therein.

### **THIRD SCHEDULE ABOVE REFERRED TO**

Common areas and facilities mentioned in this agreement shall include:-

- a) The foundation, column, girder, beams, supports, main walls, corridors, lobbies, staircase, stair ways, landing, side space, entrance, and exit, lift Well, and roof of the building.
- b) The installation of common services such as power light water, drainage and sewerage line and boundary wall etc.
- c) The underground and overhead water tank, Lift Machine, water pump motor, water pipes and tap water connection electrical equipment apparatus and installations existing for common use.
- d) All other common parts of the property necessary or convenient to its existence maintenance for common use.

### **FOURTH SCHEDULE ABOVE REFERRED TO**

Common expenses to be paid proportionately by the Purchaser on taking possession or registration of the said flat as follows:-

1. The expenses for maintaining, repairing, redecorating, etc. of the building, gutters, rain water pipes, sanitary pipes, electric pipes, wires and installations in under or upon the said building and enjoyed or used by the Purchaser hereto in common with other owners and occupiers of the said building.
2. The cost of the cleaning and lighting the passage, landing, staircase and other parts and portions of the building and enjoyed or used by the Purchaser hereto in common as aforesaid .
3. The cost of decorating the exterior of the building.
4. The cost of salaries of sweepers, caretaker etc.
5. The cost of working and maintenance of Lift Machine, pump motor, tap water equipments, light and service charges.
6. Capital or recurring expenditure for replacement of all or any item comprised in the General common parts and portions and common facilities.

**FIFTH SCHEDULE ABOVE REFERRED TO**  
**SPECIFICATION FOR THE APARTMENT**

Structure :The Building shall have R.C.C. framed structure of  
Ascalated Spread footing.

Foundation bedding : P.C.C. (1:3:6) on 3” thick B.F.S

Brick Wall : All exterior brickwork shall be 8” thick with bricks of Approved quality of C.M. (1:6). All partitions shall be 3” thick bricks of approved quality of C.M. (1:4).

Floor bedding : P.C.C. (1:3:6) floor bedding 4”thick (average) over 3” thick. Soling in ground floor.

Floor finish, skirting, dado etc.

Victrified Flooring to all floor, 6” height skirting to all rooms and 6’-6” glazed tiles to bath and lav and 3’ – 0” bean height glazed tiles above cooking platform and sink and basin (stainless steel).

Drawing & Dining and all other rooms etc. will be Vitrified flooring.

Plaster : That outside of the building will have sand cement plaster (1:6). ¾’ thick (average) whereas the inside and the ceiling plaster will be ½” thick (average) in (1:4).

Door & Windows : 1.a) Godrej lock with handle for main door.  
2.a) Commercial Flash door with polish both sides.

b) Sal wooden doorframe.

Windows : a) Aluminum windows as per approved design of

architect.

b) All windows shall have glazed glass/planes.

c) All windows shall be covered by Grills

Loft : At least one loft will be provided, loft in kitchen/  
Bath Room.

White-wash and Colour – wash

The building shall be painted externally. The inside of the flat shall be plaster of parish on the plaster surface.

Toilet : 1. Bath.

a) European type white commode and one  
White plastic cistern

b) One white wash basin.

c) One Shower & mixture.

2. W.C.

a) European type white commode and one White plastic cistern

b) Two cocks.

3. All water pipes/lines will be concealed.

Kitchen : a) One steel Sink.

b) One Aquaguard point.

c) Two cocks.

Electric Points : 1. Bed Room

a) One Fan Point

b) Two light Point

c) One 5 amp Plug point on switch bord.

2. Drawing & Dining Room

a) Two Fan Points.

- b) Three light Points.
- c) One T.V. Point (5 amp.).
- d) One Fridge Point (5 amp.).
- e) One CTV point without wire.
- f) One telephone point without wire.

### 3. Kitchen

- a) One light point.
- b) One Exhaust Fan Point.
- c) One Aquaguard Point (5 amp.).
- d) One microwave point (15 amp.)

### 4. Toilet

- a) One light point.
- b) One Exhaust Fan point.
- c) One Geyser point (15 amp.).

### 5. W.C

- a) One light point.
- b) One Exhaust Fan point.

### 6. Balcony

- a) One light point.

7. One Electric bell point on main door.

8. Havells Modular Switch.

9. Finolex wire.

10) A.C. Point in one Bed Room.

Lift : Lift facility.

\*\*All wiring will be as per existing C.E.S.C. regulations will be concealed,

**WATER SUPPLY :**

1. One R.C.C. Overhead reservoir will be provided on the top of the last roof as per design. The suitable electrical pump with motor will be installed at ground floor to deliver water to overhead reservoir.

**COMPOUND:**

1. 5' ft. height compound wall to beam made from existing road level.
2. M.S. Grill gate as per approved design of the ARCHITECT and painted both side.

All the above technical specification are subjects to being approved by K.M.C. Authority and they may be added to or altered depending upon the size of the flat concerned and on mutual agreement between the developer and the Owners.

**SIXTH SCHEDULE ABOVE REFERRED TO**

**SPECIFICATION, AMENITIES AND FACILITY OF THE PROJECT**

1. Land comprised in the said Premises.
2. Entrance and Exit Gate of the said Premises.
3. Entrance Lobby for building.
4. Staircase, Lobbies and landings of the building.
5. Ultimate Roof of the Tower.
6. Lift and Lift Machine.

- 7. Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Tower.
- 8. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of said building
- 9. Pathways
- 10. Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
- 11. DG Set, its panels, accessories and wirings and space for installation of the same.
- 12. Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas and Installations of the Building.

**Allottee:**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_

**Promoter:**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_

5. OWNER  
(As a Constituted Attorney Holder of  
.....)



**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this sale Deed in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Allottee: (including joint buyers)**

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please Affix Photographs and Sign across the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Owner :**

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please Affix Photographs and Sign across the photograph

**Promoter :**

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please Affix Photographs and Sign across the photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

**WITNESSES:**

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**MEMO OF CONSIDERATION:**

RECEIVED of and from within named Allottee the within mentioned sum of **Rs. ....../-** (**Rupees .....**) **only** being the full consideration money as per Memo below:-

**MEMO**

<b>DATE</b>	<b>CHEQUE</b>	<b>BANK</b>	<b>AMOUNT</b>
<b>TOTAL(Rupees ..... only)</b>			<b>.....</b>

**WITNESSES:**

1.

2.

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**PROMOTER**