

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of**Two Thousand (2021).**

BETWEEN

1) MRIDUL KANTI BHAKTA, son of Late Radhakanta Bhakta, by occupation- Retired Person, PAN- BCCPB3487R, Aadhaar No.- 7619 9922 5361, by faith-Hindu, by nationality- Indian, residing at 8/81, Netaji Nagar, P.O.-Regent Estate, P.S.- Jadavpur now Netaji Nagar, Kolkata- 700092, District South 24-Parganas, West Bengal, and 2) TUSHAR KANTI BHAKTA, son of Late Radhakanta Bhakta, by occupation- Retired Person, PAN-ADOPB5661K, Aadhaar No.- 7523 0010 1580, by faith-Hindu, by nationality- Indian, residing at 8/81, Netaji Nagar, P.O.-Regent Estate, P.S.- Jadavpur now Netaji Nagar, Kolkata- 700092, District South 24 - Parganas, West Bengal, and 3) TARIT KANTI BHAKTA, son of Late Radhakanta Bhakta, by occupation-Business, PAN-AKQPB9598N, Aadhaar No.- 4451 4964 0765, by faith-Hindu, by nationality- Indian, residing at 8/81, Netaji Nagar, P.O.-Regent Estate, P.S.- Jadavpur now Netaji Nagar, Kolkata- 700092, District South 24 - Parganas, West Bengal and 4) TARUN KANTI BHAKTA, son of Late Radhakanta Bhakta, by occupation- Service, PAN-AFWPB7436E, Aadhaar No.- 5662 2909 9026, by faith-Hindu, by nationality- Indian, residing at 8/81, Netaji Nagar, P.O.-Regent Estate, P.S.- Jadavpur now Netaji Nagar, Kolkata- 700092, District South 24 - Parganas, West Bengal and 5) TAPASH KANTI BHAKTA, son of Late Radhakanta Bhakta, by occupation- Retired Person, PAN- AEEPB0593D, Aadhaar No.- 4053 1689 3183, by faith-Hindu, by nationality- Indian, residing at 8/81, Netaji Nagar, P.O.-Regent Estate, P.S.- Jadavpur now Netaji Nagar, Kolkata- 700092, District South 24- Parganas, West Bengal and 6) PIJUSH KANTI BHAKTA, son of Late Radhakanta Bhakta, by occupation- Business, PAN- CBBPB8525M, Aadhaar No.- 9124 8287 5530, by faith-Hindu, by nationality- Indian, residing at 8/81, Netaji Nagar, P.O.- Regent Estate, P.S.- Jadavpur now Netaji Nagar, Kolkata- 700092, District South 24 - Parganas, West Bengal, - hereinafter called and referred to as the "**OWNER/ VENDOR**" (which term or expression shall unless excluded by

or repugnant to the context be deemed to include her heirs, executors, administrators, representatives and/or assigns) the Party of the **FIRST PART**; represented by her Constituted Attorney **UTPAL GHOSH**, son of Sukumar Ghosh, by faith- Hindu, by occupation-Business, PAN-AFDPG8116P, Aadhaar No.5000 2529 7094, by nationality-Indian, residing at 2/59/1, Netaji Nagar, P.O.- Regent Estate, P.S.-Netaji Nagar, Kolkata-700092, District South 24-Parganas, West Bengal, Proprietor of SUNITI PROPERTIES, a Proprietorship Firm having its office at 2/59/1, Netaji Nagar, P.O.- Regent Estate, P.S.-Netaji Nagar, Kolkata-700092, District South 24-Parganas, West Bengal, by Development Power of Attorney in favour of the Developer on 17-12-2019 , which was duly registered at the office of the A.D.S.R. Alipore, South 24-Parganas and recorded in its Book No.- I, Volume No.- 1605-2019, Pages 243593 to 243628, Being No.- 160507207, for the year 2019.

AND

SUNITI PROPERTIES, a Proprietorship Firm having its office at 2/59/1, Netaji Nagar, P.O.- Regent Estate, P.S.-Netaji Nagar, Kolkata-700092, District South 24-Parganas, West Bengal, represented by its Proprietor namely **UTPAL GHOSH**, son of Sukumar Ghosh, by faith- Hindu, by occupation-Business, PAN-AFDPG8116P, Aadhaar No.5000 2529 7094, by nationality-Indian, residing at 2/59/1, Netaji Nagar, P.O.- Regent Estate, P.S.-Netaji Nagar, Kolkata-700092, District South 24-Parganas, West Bengal- hereinafter referred to as **the 'DEVELOPER/ CONTRACTOR/ CONFIRMING PARTY**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the**SECOND PART**.

AND

MR. /MRS. (PAN -), wife/son/daughter of, by occupation -, by faith-, by Nationality-, residing at, hereinafter referred to as the **'PURCHASER/S'** (which expression shall unless excluded by or

repugnant to the context be deemed to mean and include his/her heirs executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS after Partition of India a large number of residents from East Pakistan now Bangladesh crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control and the Government of West Bengal (hereinafter referred to as the "Government") offered all reasonable facilities to such persons (hereinafter referred to as "REFUGEES") for residence in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstances to use vacant lands in the Urban areas for Homestead purposes.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the Refugees from East Pakistan now Bangladesh Mridul Kanti Bhakta, Tushar Kanti Bhakta, Tarit Kanti Bhakta, Tapash Kanti Bhakta, Pijush Kanti Bhakta acquired homestead land measuring about 4(four) Cottahs, 5(five) Chittaks, 17 (seventeen) Sq.Ft. more or less, in C.S. Dag No. -285(P) and 289(P) of Mouza: Roypur, E.P. No.-275, S.P. No.- 861, J.L. No.- 33, in the District : South 24-Parganas.

AND WHEREAS on decision by the Government to make a Gift of the said plot of homestead land measuring 4(four)Cottahs, 5(five)Chittaks, 17(seventeen)Sq.Ft. more or less, by virtue of a Gift Deed executed by Governor of the State of West Bengal as Donor and registered in the office of the A.D.R. at Alipore, South 24-Parganas, and recorded in Book No.- I, Volume No.-4, Pages 133 to 136, being No.-259, for the year 1992 to Mridul Kanti Bhakta , Tushar Kanti Bhakta , Tarit Kanti Bhakta , Tapash Kanti Bhakta, Pijush Kanti Bhakta ,who became the joint co-owners of the aforesaid property having undivided 1/5th share each and they enjoy, seized and possessed the aforesaid homestead land measuring 4(four) Cottahs, 5(five)Chittaks, 17(seventeen) Sq.Ft. more or less together with one storied building 1920 (one thousand nine hundred twenty) Sq.Ft. more or less and one tin shed structures made of brick built wall

measuring 375(three hundred seventy five) Sq.Ft. more or less (after construction) standing thereon lying and situated at Mouza: Roypur, in C.S. Dag No. -285(P), and 289(P), E.P. No.-275, S.P. No.- 861, J.L. No.- 33,the K.M.C. Street name Netaji Subhas Chandra Bose Road, at Netaji Nagar Colony , K.M.C. Ward No.- 098, P.S.- Jadavpur there after Patuli now Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, in the District of South 24-Parganas.

AND WHEREAS thereafter Mridul Kanti Bhakta, Tushar Kanti Bhakta, Tarit Kanti Bhakta, Tapash Kanti Bhakta, Pijush Kanti Bhakta mutated their landed property in their name at the K.M.C. and recorded as K.M.C. Premises No. 349/308, Netaji Subhas Chandra Bose Road, at Netaji Nagar Colony, Kolkata-700092, and has been paying corporation Taxes regularly under Assessee no. 21-098-06-6393-0.

AND WHEREAS on the other hand simultaneously the Government of West Bengal with the intent to rehabilitate the Refugees, on decision by the Government to make a Gift of the said plot of land homestead measuring 1(one) Cottah, 9(nine) Chittaks, 17(seventeen) Sq.Ft. more or less, at Mouza-Roypur, in C.S. Dag No. -285(P) and 289(P), E.P. No.-275A, S.P. No.- 861/1,J.L. No. 33, P.S.- then Jadavpur thereafter Patuli now Netaji Nagar, street name Netaji Subhas Chandra Bose Road in the locality Netaji Nagar Colony, K.M.C. Ward No.-098, P.O.-Regent Estate, Kolkata -700092, in the District of South 24-Parganas, by virtue of a Gift Deed executed by Governor of the State of West Bengal as Donor and registered in the office of the A.D.R. at Alipore, South 24-Parganas, and recorded in Book No.- I, Volume No.-4, Pages 129 to 132, being No.-258, for the year 1992 to Tarun Kanti Bhakta, who became the owner of the aforesaid property and he enjoy, seized and possessed the aforesaid piece and parcel of homestead land measuring 1(one) Cottah,9(nine)Chittaks, 17(seventeen) Sq.Ft. more or less, together with and one tin shed structures made of brick built wall measuring 750(seven hundred fifty) Sq.Ft. more or less (after construction), at Mouza- Roypur, in C.S. Dag No.-285(P) and 289(P),E.P. No.-275A, S.P. No.- 861/1, J.L. No. 33, P.S.- then Jadavpur thereafter Patuli now Netaji Nagar, street name Netaji Subhas Chandra Bose Road in the locality Netaji

Nagar Colony, K.M.C. Ward No.- 098, P.O.-Regent Estate, Kolkata -700092, in the District of South 24-Parganas .

AND WHEREAS now Tarun Kanti Bhakta, have assessed and mutated his landed property in his name at the K.M.C. and recorded as K.M.C. Premises No. 349/308A, Netaji Subhas Chandra Bose Road, at Netaji Nagar Colony, Kolkata-700092, and has been paying corporation Taxes regularly under Assessee no. 21-098-06-6394-2.

AND WHEREAS there after Mridul Kanti Bhakta, Tushar Kanti Bhakta, Tarit Kanti Bhakta, Tapash Kanti Bhakta, Pijush Kanti Bhakta and Tarun Kanti Bhakta amalgamated their properties by executing two separate Deed of Gift, dated 07-11-2019, registered at A.D.S.R., Alipore, South 24-Parganas and recorded in Book No. I, Volume no. 1605-2019,Pages 217587 to 217620, Deed No.- 160506332, for the year 2019 and dated 07-11-2019, registered at A.D.S.R. ,Alipore, South 24-Parganas and recorded in Book No. I, Volume no. 1605-2019,Pages 217621 to 217654, Deed No.- 160506344, for the year 2019.

AND WHEREAS thus the Owners herein become the absolute Owners of the said property and in lawful & khas possession of the homestead land measuring 5(five) Cottahs, 14 (fourteen) Chittacks 34(thirty four) Sq.Ft. more or less together together with one storied building 1920 (one thousand nine hundred twenty) Sq.Ft. more or less with cemented flooring and one tin shed structures made of brick built wall measuring 375 (three hundred seventy five) Sq.Ft. more or less with cemented flooring, and with and one tin shed structures made of brick built wall measuring 750 (seven hundred fifty) Sq.Ft. more or less with cemented flooring, standing thereon lying and situated at Mouza: Roypur, in C.S. Dag No.-285(P) and 289(P), E.P. No.-275 and 275A, S.P. No.- 861and 861/1, J.L. No.- 33, K.M.C. Ward No.- 098, P.S.- Jadavpur there after Patuli now Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, District of South 24-Parganas, West Bengal and they duly mutated as amalgamated two premises in one premises and recorded their names in the office of the K.M.C. in respect of the said the K.M.C. Premises No. 349/308, Netaji Subhas Chandra Bose Road (same locally known as postal premises no. 8/81, Netaji Nagar), which was

amalgamated Premises number of the K.M.C. Premises and paying K.M.C Taxes regularly under Assessee no. 21-098-06-6393-0 ,which was amalgamated Assessee.

AND WHEREAS for better residential accommodation the Owners herein decided to develop their aforesaid the said property (land and building) by constructing new building accordance with the building plan to be sanctioned by the K.M.C. and the Owners herein approached the Developer hereinto construct a new building as per the sanctioned plan to be sanctioned by the K.M.C. and the costs and experience of the Developer and the Developer agreed with the said proposal of the Owner's, now both the parties here entered into this Agreement with the following terms and conditions hereinafter appearing.

AND WHEREAS aforesaid the Owners have entered into an Development Agreement with the Developer namely UTPAL GHOSH, son of Sukumar Ghosh, of 2/59/1, Netaji Nagar, P.O.- Regent Estate, P.S.-Netaji Nagar, Kolkata-700092, District South 24- Parganas, West Bengal, represented by Proprietor of SUNITI PROPERTIES, a Proprietorship concern having its office at 2/59/1, Netaji Nagar, P.O.- Regent Estate, P.S.-Netaji Nagar, Kolkata-700092, District South 24-Parganas, West Bengal, on 17-12-2019 and said agreement duly registered at the office of the A.D.S.R. Alipore, South 24-Parganas and recorded in its Book No.- I, Volume No.- 1605-2019, Pages 244144 to 244197, Being No.- 160507192, for the year 2019, for the purpose of construction of new building, and also executed the Development Power of Attorney in favour of the Developer on 17-12-2019 , which was duly registered at the office of the A.D.S.R. Alipore, South 24-Parganas and recorded in its Book No.- I, Volume No.- 1605-2019, Pages 243593 to 243628, Being No.- 160507207, for the year 2019 And for selling out the said Flat/Flats, Space/Spaces and Garage/Car Parking spaces from the Developer's allocation on behalf of the Owners herein as well as other needful acts and deeds as mentioned therein.

AND WHEREAS that certain mistakes inadvertently crept in the Development Power of Attorney by executing on 17-12-2019 , which was duly registered at the office of the A.D.S.R. Alipore, South 24-Parganas

and recorded in its Book No.- I, Volume No.- 1605-2019, Pages 243593 to 243628, Being No.- 160507207, for the year 2019 and aforesaid the Owners herein also executed a Declaration for rectification in respect of the aforesaid landed property on 05-02-2020 and which was registered at the office of the A.D.S.R. Alipore , South 24-Parganas and the said Deed of Declaration was recorded in Book No.-IV, Volume No.-1605-2020, Pagas 2388 to 2401, Being No.-160500105, for the year 2020 .

AND WHEREAS in terms of the said Agreement and by the strength of the said Power and Authority, the Developer herein obtained a sanctioned Building Plan from the K.M.C. in the name of the Owners/Vendors, being Sanction Building Permit No.-, dated,Borough No. and started construction of the said new building, as per Sanctioned Plan of K.M.C. upon the said land of the Owner which is yet to be completed.

AND WHEREAS as per terms and conditions of the aforesaid Development Agreement and Power of Attorney the Developer, already started construction of a storied building upon the Schedule "A" mentioned property as per said sanctioned building plan and specification of the K.M.C. at its own costs and expenses and already completed the said construction work and to complete the said proposed building on the condition that the cost of construction including profits and/or any other expenses relating to that project shall be made and/or to be paid out of the sale proceeds of the said flats and/or spaces and covered area to be realized or collected from the intending Purchasers.

AND WHEREAS the Developer hereto now proclaimed to sell the Flat and Car Parking Space, unit or units of the newly constructed said new building upon the said bastu land from his Developer's Allocation mentioned in the said Development Agreement 17-12-2019 and after going through such intention and desire of the Owner/Vendor and Developer, the Purchasers herein have after searching the necessary papers, title deeds and documents of the Owner/Vendor in respect of the Schedule "A" mentioned property the Owner/Vendor and Developer offered to Sale a Flat and Car Parking Space, i.e. Flat measuring

..... sq.ft. more or less Super-Built-Up, area on the Floor, side , Consisting of ...(.....)Bed Rooms, 1(one)Kitchen,1(one)Living- cum- Dining, 1(one)Toilet, 1(one)W.C., 1(one)Balcony, and one Car Parking Space measuring about Sq.Ft. , at the Ground Floor side at the said new Building with common user on the common parts and service areas and facilities, as more fully and particularly mentioned in the Schedule "B" hereunder written, for the lump sum price or consideration of Rs./- (Rupees) only and the Purchasers have agreed the same and the Developer agreed to sell the said Schedule "B" property for the said price to the Purchasers herein;

AND WHEREAS as per plan the Developer has started the constructional work of the G+4 storied building consisting flats, garages/car parking spaces, hereinafter referred to as the "**Said New Building**" as per the sanctioned Plans abovementioned.

AND WHEREAS in terms of the said Agreement and Development Power of Attorney, the developer has 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 there from.

AND WHEREAS the Developer has registered the said **New Building** named and styled as "*RADHA NIBAS*" under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at on under registration No.

AND WHEREAS being so authorised as stated above the Developer has expressed its 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 in the like area, and being aware of the declaration of Developer, the Purchaser/s offered to purchase the same which the Developer has accepted and entered into an Agreement for Sale with the purchaser/s herein on, on terms and conditions therein mentioned.

AND WHEREAS by virtue of a registered agreement for sale dated registered in the office of the and recorded in its Book No., Volume No., pages from to, Being No. for the year made between the Purchaser herein and the Vendors/Owners herein and the Developer/Confirming Party herein, the Purchaser/s herein agreed to purchase one self-contained Flat being **Flat No. "....."** having carpet area measuring **Sq. ft.** be the same a little more or less on the **floor** at theside together with**Car parking space** measuring an area of **Sq. ft.** more or less on the Ground floor in of the said G+III (Ground plus three) storied building christened as "*RADHA NIBAS*" hereinafter referred to as the "**said flat and car parking space**", lying and situated at Mouza: Roypur, in C.S. Dag No.-285(P) and 289(P), E.P. No.-275 and 275A, S.P. No.- 861and 861/1, J.L. No.-33, the K.M.C. Premises No. 349/308, Netaji Subhas Chandra Bose Road in the locality of Netaji Nagar Colony, and known as postal premises no. 8/81, Netaji Nagar , K.M.C. Ward No.- 098, P.S.- Jadavpur there after Patuli now Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, District of South 24-Parganas, West Bengal, together with undivided and indivisible proportionate share in the land underneath together with other facilities for and at a total price of **Rs./-(Rupees)**only.

AND WHEREAS in terms of the said agreementfor sale dated, the Owners/ Vendors and the Developer/Confirming Party herein have agreed to sell and transfer one self contained flat being **Flat No. "....."** having carpet area measuring **Sq. ft.** be the same a little more or less on the..... **floor** more fully delineated in the map or plan annexed hereto hatched in colour RED of the said G+III storied building lying and situated at Mouza: Roypur, in C.S. Dag No.-285(P) and 289(P), E.P. No.-275 and 275A, S.P. No.- 861and 861/1, J.L. No.- 33, the K.M.C. Premises No. 349/308, Netaji Subhas Chandra Bose Road in the locality of Netaji Nagar Colony, and known as postal premises no. 8/81, Netaji Nagar , K.M.C. Ward No.- 098, P.S.- Jadavpur there after Patuli now Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, District of South 24-Parganas, West Bengal, at a total agreed consideration of **Rs./-(Rupees**

.....)only and the same is more fully and particularly described in the **SECOND SCHEDULE** hereunder written together with undivided, indivisible proportionate share in the land described 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 open 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 purchasers' 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 thereat which are more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.

AND WHEREAS the purchasers having agreed to purchase the said flat and 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 car parking space unto and in favour of the Purchaser/s absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchaser/s.

AND WHEREAS the Purchaser/s herein, hereby mutually agrees upon that Supplementary Agreements, entered into amicably by the Owners and the Developer herein as and when required in respect with any issue arises in future in pursuance with the development and transfer process, shall be signed by him as a Confirming Party.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of **Rs...../- (Rupees**)only truly paid by the Purchaser/s 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 admits and acknowledges and 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 proportionate undivided undemarcated share and right, title and interest over the said land and premises with the facilities in common with other owner/owners 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** one self contained flat being **No.**situate at theside on the **floor** , having super built-up area measuring **Sq.ft.** together with **Car parking space** on the Ground floor of the K.M.C. Premises No. 349/308, Netaji Subhas Chandra Bose Road in the locality of Netaji Nagar Colony, and known as postal premises no. 8/81, Netaji Nagar , K.M.C. Ward No.-098, P.S.- Jadavpur there after Patuli now Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, District of South 24-Parganas, West Bengal, which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the “**said flat and car parking space**” together with the undivided proportionate share of the land underneath 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 possess all common roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors up to and upon the said land proportionately incurring proportionate expenses for the said common portion out of cost and expenses of the Purchaser/s 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 at the ground of the said building complex having right to use, occupy, own possess the said flat and car parking space as mentioned in **SECOND SCHEDULE** hereunder

written exclusively with co-owners or occupiers of the building subject to the Purchaser/s paying and discharging taxes and impositions or outgoing 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 Purchasers 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 mentioned in the **SECOND SCHEDULE** hereunder written along with common areas 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 Purchasers 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 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 has not been offered as security or otherwise to any authority whatsoever or howsoever.
3. That the Purchasers shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat without any let or hindrance, interruption, claim, disturbances or demand from or by the owners/Vendors or 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 up to the date of handing over the possession of the same to

the Purchaser/s, 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/s then it will be recoverable from the Owners/Vendors prior to the date of delivery of possession of the said Flat unto and in favour of the Purchasers and the Purchasers shall pay the entire taxes and outgoings in respect of the said flat after the instant Deed of Conveyance is registered possession given subject to the formation of the Association as mentioned hereto when the Purchasers shall pay the Govt. Rent & Municipal taxes and other outgoings exclusively for the said Flat & the Covered Car Parking spaces 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/s for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser/s 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 Purchasers, 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.

7. The Purchaser/s 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. The Purchaser/s shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the K.M.C..

9. That the Purchaser/s shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel

business in the said flat which may cause sound pollution/air pollution, smoke etc. to the occupant of the other flats in the building.

10. That the Purchaser/s shall pay the proportionate share of premium of the Insurance for the said building if any.

11. The Purchasers 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.

12. The Vendor & Developer will deliver the right to use and enjoy the common amenities mentioned in the Third Schedule hereunder written to the Purchaser/s after completion of the entire project.

13. Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser/s on such express indemnification by the Vendor about the correctness of the Vendors' title, which if found defective or untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.

THE FIRST SCHEDULE REFERRED TO ABOVE
(DESCRIPTION OF THE LAND AND PREMISES)

ALL THAT piece or parcel of Land measuring 5(five) Cottahs, 14 (fourteen) Chittacks 34(thirty four) Sq.Ft. more or less together with new building (under construction) standing thereon lying and situated at Mouza: Roypur, in C.S. Dag No.-285(P) and 289(P), E.P. No.-275 and 275A, S.P. No.- 861and 861/1, J.L. No.- 33, the K.M.C. Premises No. 349/308, Netaji Subhas Chandra Bose Road in the locality of Netaji Nagar Colony, and known as postal premises no. 8/81, Netaji Nagar , K.M.C. Ward No.- 098, P.S.- Jadavpur there after Patuli now Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, District of South 24-Parganas, West Bengal the property is butted and bounded in the manner following:-

ON THE NORTH :- By land and house of E.P. No.-276,

ON THE SOUTH :- By land and house of E.P. No.-274,
 ON THE EAST :- By 12 feet wide K.M.C. Road (or Colony Road), ,
 ON THE WEST :- By Primary School. The name of the said
 proposed building project above is known, called and named "RADHA
 NIBAS".

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE FLAT TO BE SOLD)

ALL THAT Flat No.having super built -up area measuring **Sq. ft.** being Super built-up area Sq. Ft. be the same a little more or less on the side of the **Floor** of the said G+III storied building consisting of Bed rooms, ... Dining/Drawing room, Kitchen, W.C., Toilet, Verandah, together with **one** **car Parking Space in Block -**in of the new building named and styled as "RADHA NIBAS" 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 Third Schedule hereunder written and the Flat & car parking space is being erected as Building **sanction plan no. Plan No. dated**sanctioned by the Kolkata Municipal Corporation, Ward No. 098, **the K.M.C. Premises No. 349/308, Netaji Subhas Chandra Bose Road in the locality of Netaji Nagar Colony, and known as postal premises no. 8/81, Netaji Nagar , Kolkata-700092,** morefully described in the **First/ Schedule** herein above.

THE THIRDSCHEDULE ABOVE REFERRED TO

(COMMON RIGHTS AND SERVICES)

1. All left open 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, Children's Park, Power backup, Swimming pool, Community Hall, Indoor Games room, Generator, CCTV, Water Filtration Plant, Power Backup in common areas and intercom facility etc. for the said Complex.

FOURTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

1. **MAINTENANCE:** All expenses for cleaning sweeping maintaining white washing, painting, repairing, renovating and replacing the 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 including litigation expenses as may be incurred by the builder and/or the Association for common purpose.

IN WITNESS WHEREOF ALL THE PARTIES have hereto signed this **DEED OF CONVEYANCE** this the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the above named parties

in presence of the following

WITNESSES :

1.

SIGNATURE OF THE OWNERS/VENDORS

2.

SIGNATURE OF THE PURCHASER/S**SIGNATURE OF THE DEVELOPER**

Drafted by :-

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs./-** (**Rupees** **only**) towards the full and final consideration price of the within mentioned flat situated of the side of the floor in together with car parking space of the building **the K.M.C. Premises No. 349/308, Netaji Subhas Chandra Bose Road in the locality of Netaji Nagar Colony, and known as postal premises no. 8/81, Netaji Nagar , Kolkata-700092,** together with undivided proportionate share or interest in the land underneath as per memo below:-

CHQ DETAILS	DATE	BANK	FLAT AND CAR	S.TAX	CHQ AMT
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			PARKING AMOUNT		

Rs...../- (Rupees only)

SIGNED, SEALED & DELIVERED

in presence of the following

WITNESSES :

1.

2.

**SIGNATURE OF THE
DEVELOPER**