

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of

Two Thousand (201)

BETWEEN

(1) **SRI BIJON KUMAR MOZUMDER**, (PAN – AHCPM2289G), (2) **SRI CHANCHAL MOZUMDER @ CHANCHAL KUMAR MOZUMDER**, (PAN – AHCPM2290B), and (3) **SRI UDAY SANKAR MOZUMDAR**, (PAN – AHCPM2288H), all are sons of Late Biswa Sundar Mazumder, all by faith – Hindu, by Nationality – Indian, all by occupation – Business, all are residing at Rathtala, P.O. – Narendrapur, P.S. - Sonarpur, Kolkata – 700103, District South 24 Parganas, being represented by their Constituted Attorney “**M/S. RAJWADA GROUP**”, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, duly represented by its authorised signatory **SRI BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, by faith- Hindu, by Nationality- Indian, by occupation-Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, by virtue of a Development Power of Attorney which was registered on 29/1/2015 before the office of the A.D.S.R. Sonarpur and in recorded in Book No. I, CD Volume No. 1, pages 5567 to 5585, being no. 00406, for the year 2015, hereinafter collectively referred to as the “**OWNERS/VENDORS**” (which terms and expression shall unless excluded by or repugnant to the subject and context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

MR., (PAN:), son of Mr., by Nationality-, by religion -, by Occupation-, residing at, hereinafter called and referred to as the “**PURCHASER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean

and include his/her/their heirs, executors, legal representatives and assign) of the **SECOND PART**.

A N D

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

Description of R.S. Dag No.43:

WHEREAS one Narayan Das Bhandari, son of Rai Charan Bhandari, being an owner of all that the danga land measuring 18.5 decimals out of 37 decimals of R.S. Dag No. 43, under R.S. Khatian No. 311, comprised in Mouza - Rajpur, J.L. No. 55, Touzi No. 251, Pargana – Medanmalla, within the limits of Rajpur Municipality, Police Station – Sonarpur, District – South-24 Parganas, sold transferred and

conveyed to Sri Abhay Pada Nag by executing a Sale Deed in Bengali vernacular, registered on 17.04.1953 at D.R. Alipore, 24 Parganas and was recorded in Book No. 1, Volume No. 31, Pages 263 to 267, Being No. 1624 for the year 1953 absolutely and forever.

AND WHEREAS the said Sri Abhay Pada Nag, son of Gour Chandra Nag, after purchasing the aforesaid property became the absolute owner of the aforesaid area of 18.5 decimals of land as mentioned above and also he had mutated his name in the record and same is published in Revisional Settlement of Rights and paid the tax up to date.

AND WHEREAS said Sri Abhay Pada Nag, son of Gour Chandra Nag, during his lifetime executed a Deed of Family Settlement on 03.07.1992 in favour of his son Sri Subhasis Nag, his wife Smt. Sunita Nag and his daughter Smt. Chaitali Dutta (Nag) regarding his land measuring 18.5 decimals along with building and other movable property, registered at D.R. Alipore, South-24 Parganas and recorded in Book No. 1, Volume No. 204, Pages 359 to 367, Being No. 11442 for the year 1992.

AND WHEREAS as per Deed of Settlement No. 11442 for the year 1992, the said Sri Subhasis Nag got the property in Schedule "Ka", Smt. Sunita Nag got the property in Schedule "Kha" and Smt. Chaitali Dutta (Nag) got the movable property in Schedule "Ga" mentioned therein.

AND WHEREAS after the Sri Abhay Pada Nag died on 11.09.2003, said Subhasis Nag became the absolute owner of all that the Land measuring $9\frac{1}{4}$ decimals out of 18.5 decimals along with an old dilapidated two storied building standing thereon situate and lying

at Mouza - Rajpur, J.L. No. 55 comprising in R.S. Dag No. 43, appertaining to R.S. Khatian No. 311 by dint of said Deed of Settlement and also he had mutated his name in the record of Rajpur-Sonarapur Municipality Office (the then Rajpur) and had paid the tax up to date and said Sunita Nag, wife of Late Abhay Pada Nag, became absolute owner of all that the Land measuring $9\frac{1}{4}$ decimals out of 18.5 decimals along with an old dilapidated two storied building standing thereon situate and lying at Mouza - Rajpur, J.L. No. 55 comprising in R.S. Dag No. 43, appertaining to R.S. Khatian No. 311 by dint of said Deed of Settlement.

AND WHEREAS the said Smt. Sunita Nag, wife of Late Abhay Pada Nag died intestate leaving behind her only son Sri Subhasis Nag and only daughter Smt. Chaitali Dutta (Nag) as her sole legal heirs and successors and each having one and half share of $9\frac{1}{4}$ decimals out of 18.5 decimals along with an old dilapidated two storied building.

AND WHEREAS said Sri Subhasis Nag and Smt. Chaitali Dutta (Nag) jointly sold, transferred and conveyed all that the land measuring 18.5 decimals equivalent to more or less 11 Kattahs 5 Chittack 13 sq. ft. along with an old dilapidated two storied building to **SRI BIJAN KUMAR MOZUMDER, SRI CHANCHAL KUMAR MOZUMDER and SRI UDAY SANKAR MOZUMDER**, the Owners/Vendors herein, by executing a Deed Conveyance registered on 05.09.2008 in the office A.D.S.R. at Sonarapur and same was recorded in Book No. I, CD Volume No. 25, pages from 3237 to 3256, being no. 9180, for the year 2008 absolutely and forever.

AND WHEREAS thus said **SRI BIJAN KUMAR MOZUMDER, SRI CHANCHAL KUMAR MOZUMDER and SRI UDAY SANKAR MOZUMDER**, the Owners/Vendors herein became the absolute joint owners of all that the land measuring 18.5 decimals equivalent to 11 Kottahs 5 Chittack 13 sq. ft. be the same a little more or less along with an old dilapidated two storied building lying and situate at Mouza - Rajpur, J.L. No. 55, Touzi No. 251, Pargana - Medanmalla under R.S. Dag No. 43, appertaining to R.S. Khatian No. 311, within the limits of Rajpur-Sonarpur Municipality, Police Station - Sonarpur, District South 24 Parganas morefully described in the first schedule hereunder written and they have mutated their name in the records of B.L. & L.R. Sonarpur Office and also in the records of Rajrpur-Sonarpur Municipality and have been paying khajna and tax thereon regularly.

Description of R.S. Dag No.38:

AND WHEREAS one Md. Haymuz Ali Jamader, Md. Saiad Ali Jamader, Md. Chalimuddin Jamader and Md. Ajizur Rahaman were seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land measuring 25 decimals out of 27 decimals of R.S. Dag No. 38, R.S. Khatian No. 12 of Rajpur Mouza and one Udi Bibi was seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land measuring 1 decimals in R.S. Dag No. 38, R.S. Khatian No. 12 of Mouza - Rajpur, J.L. No. 55, P.S. Sonarpur, District South 24 Parganas.

AND WHEREAS said Md. Haymuz Ali Jamader, Md. Saiad Ali Jamader, Md. Chalimuddin Jamader and Md. Ajizur Rahaman sold transferred and conveyance of all that the land measuring 25 decimals

out of 27 decimals lying and situate at Mouza – Rajpur, J.L. No. 55, R.S. No. 109, Touzi No. 109, Pargana - Medanmalla, under R.S. Dag No. 38, corresponding to R.S. Khatian No. 12, Police Station – Sonarpur, District – 24 Parganas, by dint of Saf Bikray Kobal executed on 03.02.1969 in the Office of A.D.S.R. at Baruipur and recorded in Book No. I, Volume No. 4, pages from 138 to 144, Being no. 146, for the year 1969, to Sri Bholanath Chakraborty, son of Chandra Kanta Chakraborty, absolutely and forever.

AND WHEREAS said Udi Bibi being an absolute owner sold transferred and conveyance of all that the land measuring 1 decimal out of 27 decimals lying and situate at Mouza – Rajpur, J.L. No. 55, R.S. No. 109, Touzi No. 109, Pargana - Medanmalla, under R.S. Dag No. 38, corresponding to R.S. Khatian No. 12, Police Station – Sonarpur, District – 24 Parganas, by dint of Saf Bikray Kobal executed on 03.02.1969 in the Office of A.D.S.R. at Baruipur and recorded in Book No. I, Volume No. 5, pages from 278 to 280, Being no. 734, for the year 1969, to Sri Bholanath Chakraborty, son of Chandra Kanta Chakraborty absolutely and forever.

AND WHEREAS thus said Bholanath Chakraborty, son of Chandra Kanta Chakraborty, became absolute owner of all that the land measuring 26 decimals out of 27 decimals lying and situate at Mouza – Rajpur, J.L. No. 55, R.S. No. 109, Touzi No. 109, Pargana - Medanmalla, under R.S. Dag No. 38, corresponding to R.S. Khatian No. 12, Police Station – Sonarpur, District – 24 Parganas.

AND WHEREAS said Sri Bholanath Chakraborty sold transferred and conveyance of all that the land measuring 12 decimals out of 26 decimals lying and situate at Mouza – Rajpur, J.L. No. 55,

R.S. No. 109, Touzi No. 109, Pargana - Medanmalla, under R.S. Dag No. 38, corresponding to R.S. Khatian No. 12, Police Station – Sonarpur, within the limits of Rajpur Municipality, District – 24 Parganas, by dint of Saf Bikray Kobal executed on 26.07.1978 in the Office of D.R. at Alipore and recorded in Book No. I, Volume No. 182, pages 115 to 119, being no. 4398, for the year 1978, to Basudeb Chatterjee, son of Late Amulya Kumar Chatterjee, absolutely and forever.

AND WHEREAS said Sri Bholanath Chakraborty also sold transferred and conveyance of all that the land measuring 12.5 decimals out of 14 decimals lying and situate at Mouza – Rajpur, J.L. No. 55, R.S. No. 109, Touzi No. 109, Pargana - Medanmalla, under R.S. Dag No. 38, corresponding to R.S. Khatian No. 12, Police Station – Sonarpur, within the limits of Rajpur Municipality, District – 24 Parganas, by dint of Saf Bikray Kobal executed on 29.05.1981 in the Office of D.R. at Alipore and recorded in Book No. I, Volume No. 242, pages 58 to 61, being no. 6108, for the year 1981 to Star Line Productions Pvt. Ltd. represented by its director Sri Basudev Chatterjee, Late Amulya Kumar Chatterjee, absolutely and forever.

AND WHEREAS said Sri Basudev Chatterjee died intestate leaving behind his only wife Smt. Krishna Chatterjee as his sole legal heir and successor and became the absolute owner of all that the land measuring 24.5 decimals equivalent to 14 Kattahs 14 Chittacks be the same a little more or less lying and situate at Mouza – Rajpur, J.L. No. 55, R.S. No. 109, Touzi No. 109, Pargana - Medanmalla, under R.S. Dag No. 38, corresponding to R.S. Khatian No. 12, within the limits of Rajpur-Sonarpur Municipality (the then Rajpur), Police Station – Sonarpur, District – South-24 Parganas (formerly 24 Parganas).

AND WHEREAS said Smt. Krishna Chatterjee, wife of late Basudev Chatterjee, sold transferred and conveyance aforesaid land measuring 24.5 decimals equivalent to 14 Kattahs 14 Chittacks be the same a little more or less together with tile shed 505 Sq. Ft. tile shed structure standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, R.S. No. 109, Touzi No. 109, Pargana - Medanmalla, under R.S. Dag No. 38, corresponding to R.S. Khatian No. 12, Police Station – Sonarpur, within the limits of Rajpur-Sonarpur Municipality (the then Rajpur), District – 24 Parganas (formerly 24 Parganas), by dint of Sale Deed dated 22.09.1998 registered in the Office of D.R. at Alipore and recorded in Book No. I, Volume No. 18, pages 211 to 223, Being no. 2910 for the year 1998 to SRI BIJAN KUMAR MOZUMDER, SRI CHANCHAL KUMAR MOZUMDER and SRI UDAY SANKAR MOZUMDER absolutely and forever.

AND WHEREAS thus said SRI BIJAN KUMAR MOZUMDER, SRI CHANCHAL KUMAR MOZUMDER and SRI UDAY SANKAR MOZUMDER, the Owners/Vendors herein became the absolute joint owners of the aforesaid area of 43 decimals equivalent to more or less 26 cottahs 3 chittaks 13 sq.ft. of land along with an old dilapidated two storied building (the split up of the land being :- 18.5 decimals equivalent to more or less 11 Kottahs 5 chittaks 13 sq. ft. in R.S. Dag No. 43, appertaining to R.S. Khatian No. 311 along with one old dilapidated two storied building + 24.5 decimals equivalent to more or less 14 Kottahs 14 Chittaks of land R.S. Dag No. 38, appertaining to R.S. Khatian No. 12 along with one pucca tile shed structure) situate and lying at Mouza-Rajpur, J.L. No. 55, comprising in R.S. Dag Nos. 43 & 38, appertaining to R.S. Khatian Nos. respectively 311 & 12, Holding No. at present 13 (previously 13 and 93), N. S. Road, Ward

No. 26 (previously 24) of Rajpur Sonarpur Municipality, Police Station - Sonarpur, District South-24 Parganas (hereinafter called the **SAID PREMISES**) fully described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the Owners/Vendors herein desire to construct residential-cum-commercial building/buildings, comprising of several contained flats, shops, car parking spaces and other spaces on the entire land and property described in the **FIRST SCHEDULE** hereunder written, but due to paucity of fund, the said SRI BIJAN KUMAR MOZUMDER, SRI CHANCHAL KUMAR MOZUMDER and SRI UDAY SANKAR MOZUMDER, the Owners/Vendors herein, entered into an Agreement for development with **M/S. RAJWADA GROUP**, represented by its one of the partners and signatory authorise person namely Rajendra Kumar Agarwal, son of Late Bhagirath Mal Agarwal, the Developer herein, to construct the same and the said Developer's Agreement was duly registered on 10.06.2013 before the office of the A.D.S.R. at Sonarpur and recorded in Book No. I, CD Volume No. 17, pages from 71 to 98, Being no. 07160 for the year 2013.

AND WHEREAS as per development agreement dated 10.06.2013 the Owners/Vendors herein executed a General Power of Attorney in favour of **M/S. RAJWADA GROUP** in the office of A.D.S.R. at Sonarpur on 10.06.2013 and same was recorded in Book No. 1, Volume No. 17, Pages from 57 to 70, Being No. 07161 for the year 2013.

AND WHEREAS said Rajendra Kumar Agarwal, son of Late Bhagirath Mal Agarwal, died on 01.01.2015 and thereafter the rest partners (also the sons of said deceased) executed a Reconstitute

Partnership Deed on 29th day of January, 2015 and the constitution of partnership firm **M/S. RAJWADA GROUP** is changed with effect from 1st January 2015.

AND WHEREAS thereafter said SRI BIJAN KUMAR MOZUMDER, SRI CHANCHAL KUMAR MOZUMDER and SRI UDAY SANKAR MOZUMDER, the Owners/Vendors herein further executed a registered Development Power of Attorney unto and in favour of “**M/S. RAJWADA GROUP**”, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata- 700084, District – South-24 Parganas, duly represented by its one of the partners and authorised signatory **SRI BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, by religion - Hindu, by Nationality - Indian, by occupation - Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata- 700084, District – South-24 Parganas, the Developer herein, and said Development Power of Attorney which was duly registered on 28.01.2015 in the office of the A.D.S.R. at Sonarpur and recorded in Book No. I, CD Volume No. 1, pages 5567 to 5585, being no. 00406, for the year 2015.

AND WHEREAS as per the said Development Agreement and Development Power of Attorney, the said Developer on behalf of the Owners/Vendors duly sanctioned a building plan vide **Plan No. Building Plan No. 2090/REV/CB/26/21 dated 17/3/2015** for construction of (G+VII) storied building under certain numbers of Block and/or Phase for Residential and commercial purposes at the said premises at the cost of the Developer and also the Developer has started the construction of the said building as per sanctioned

building plan and also declares for absolute sale of those flats and car parking space.

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 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 the Developer herein has completed the construction work of the said G+VII storied buildings consisting of several independent residential flats/car parking spaces and other spaces etc. hereinafter referred to as the "**Said Building Project**" christened as "**RAJWADA EMERALDS**" as per sanction plan duly sanctioned by Rajpur-Sonarpur Municipality at the said Property.

AND WHEREAS by virtue of an agreement for sale dated **20/06/2014** 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 **Flat No.** having a super built up area of **..... sq. ft.** situated on the **..... Floor** on the **.....** side together with **one car parking space** measuring more or less **120 sq. ft.** in the Ground Floor in Block No. of the said **G+VII (Ground plus Seven)** storied building of the Said Building Project christened as "**RAJWADA EMERALDS**", being erected at the Said Property being Municipal Holding No. 13, N.S. Road, Mouza- Rajpur, Police Station- Sonarpur, Post Office-Rajpur, South 24 Parganas, within the jurisdiction of Rajpur Sonarpur

Municipality, Ward No. 26 (formerly 24), Kolkata- 700 103, 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 **SECOND SCHEDULE** hereunder written.

AND WHEREAS in terms of the said agreement, the Owners/ Vendors and the Developer herein have agreed to sell and transfer one self contained **Flat** being **No.** measuring more or less **..... sq. ft.** super built up area situated at the **.....** side on the **..... Floor** in **Block-.....** more fully delineated in the map or plan annexed hereto hatched in colour RED together with **one car parking space** measuring more or less 120 sq. ft. in the **Ground Floor** in Block- **.....** of the said **G+VII** storied building of the Said Building Project christened as **“RAJWADA EMERALDS”**, being erected at the Said Property being Municipal Holding No. 13, N.S. Road, Mouza- Rajpur, Police Station- Sonarpur, Post Office-Rajpur, South 24 Parganas, within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 26 (formerly 24), Kolkata- 700 103, at or for a valuable 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 describe in the First Schedule hereto alongwith 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 purchaser's 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 Covered 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 Covered 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** one self contained flat being **Flat No.** containing a super built up area of **..... Sq. ft.** situated at the **.....** side on the **..... floor** in **Block-** together with **one Car parking space** measuring **more or less 120 sq. ft.** in the ground floor of **Block-....** of the said **G+VII** storied building of the Said Building Project, being erected at the Said Property being Premises/Holding No. 13, N.S. Road, Mouza- Rajpur, Police Station- Sonarpur, Post Office - Narendrapur, within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 26 (formerly 24), Kolkata- 700 103, District South 24-Parganas which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the “**said Flat and Car Parking Space**” together with the undivided proportionate indivisible share in the land described in the **First Schedule** hereto together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and to have the right of user in common of all the roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors into or upon the said land proportionately agreeing to pay proportionate expenses for

maintenance of the said common portion and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said flat on the **Floor** and the said car parking space at the Ground Floor in Block-..... 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.

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 Covered 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 Covered 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, his 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. 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.

9. 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.

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

11. 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.

12. 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.

THE FIRST SCHEDULE REFERRED TO ABOVE
(Description of the land and Premises)

ALL THAT piece and parcel of land measuring 43 decimals equivalent to more or less 26 cottahs 3 chittaks 13 sq.ft. (the split up of the land being :- 18.5 decimals equivalent to more or less 11 cottahs 5 chittaks 13 sq.ft. out of 37 decimals of land in R.S. Dag No. 43 under R.S. Khatian No. 311 + 24.5 decimals equivalent to more or less 14 cottahs 14 chittaks of land in R.S. Dag No. 38, under R.S. Khatian No. 12) along with an old two storied building, an old one storied pucca building and one shed standing thereon situate and lying at Mouza - Rajpur, J.L. No. 55, comprising in R.S. Dag Nos. 43 & 38 under R.S. Khatian No. 311 & 12, Holding No. 13, N. S. Road, Ward No. 26 (formerly 24) of Rajpur Sonarpur Municipality, Post Office – Narendrapur, Police Station-Sonarpur, District South 24 Parganas and the proposed building shall be constructed by the developer herein as

per building plan sanctioned by the Rajpur Sonarpur Municipality,
The property is butted and bounded by :-

Butted and bounded

On the North : - R.S. Dag No. 44, 36, 37 and common passage.

On the South : - common passage, R.S. Dag No. 40 & 41.

On the East : - N.S. Road

On the West : - R.S. Dag No. 43 (Part)

The name of the said building project above is known, called and named "**RAJWADA EMERALDS**".

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the Flat and Car Parking Space)

ALL THAT Flat No. admeasuring **sq. ft.** super built up area on the **Floor** on the side consisting of ... Bed rooms, ... Dining / Drawing room, ... Kitchen, ... Toilet, ... W.C., ... Verandah together with **one car parking space in the ground floor** measuring 120 sq. ft. more or less in **Block -** of the said G+VII storied building 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 is being erected as per aforesaid sanctioned Building Plan being no. **Plan No. Building Plan No. 2090/REV/CB/26/21 dated 17/03/2015** sanctioned by Rajpur-Sonarpur Municipality, Ward No. 26 (formerly 24), Holding No. 13, N.S. Road, Kolkata- 700 103, as described in the First Schedule herein above.

THE THIRD SCHEDULE 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, Swimming pool, Children's park, Indoor Games room, Community Hall, Generator and Power backup, CCTV, Water Filtration Plant and intercom facility in common areas etc. for the said Complex.

FOURTH SCHEDULE ABOVE REFFERED 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 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 and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

At Kolkata

WITNESSES :

1.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER

Drafted by :

Advocate

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 and covered car parking space of the building Premise/Holding No. 13, N.S. Road, Kolkata – 700103 together with undivided proportionate share or interest in the land underneath as per memo below:-

<u>Srl. No.</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Bank</u>	<u>Flat & Car Parking Amount</u>	<u>S. Tax/GST</u>	<u>Chq. Amount</u>

Rs./- (Rupees Only)

SIGNED, SEALED & DELIVERED

in presence of the following

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER