

**THIS DEED OF CONVEYANCE** is made this..... day of.....20

**BETWEEN**

1) **SRI SANJAY SINGH RATHOR**, proprietor, **M/S. NVR STEELS** having PAN: ALXPS8607H, having its registered office at 106, Girish Ghosh Road, P.O.- Belurmath, P.S.- Belur, Howrah-711202, 2) **ROSHNI RATHOR** having PAN: AVQPR7680C, 3) **VIKASH RATHOR** having PAN: BVGPR7610K both daughter and son respectively of Sri Sanjay Singh Rathor, both resident of Block-2, Flat No. 7C, 5, J.B.S. Halden Avenue, P.O.- Dhapa, P.S.- Pragati Maidan, Kolkata-700105, 4) **MANJIT SINGH** having PAN: BMHPS9468Q, son of Shri Bijendra Singh, resident of 409, P. K. Guha Road, Neelam Bhawan, P.S.-Dum Dum, Kolkata-700028, 5) **PRAVEEN SINGH** son of Shatrughna Singh having PAN: ARUPS2869S, resident of C46 New Raipur Road (East), Kolkata-700084, 6) **JALAN HI -MECH PVT. LTD.** having PAN: AAACJ6553G, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 2<sup>nd</sup> Floor, 238A, A.J.C. Bose Road, P.S. Bhowanipore, Kolkata-700020, represented by its Director MR. SANJIV KUMAR TAYAL, 7) **JALAN NIKETAN PVT. LTD.** having PAN: AABCJ1715B, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 2<sup>nd</sup> Floor, 238A, A.J.C. Bose Road, P.S. Bhowanipore, Kolkata-700020, represented by its Director MR. VIJAY MOHAN JALAN, 8) **TULSI ABASAN PVT. LTD.** having PAN: AACCT4671K, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 238A, A.J.C. Bose Road, 2<sup>nd</sup> Floor, P.S. Bhowanipore, Kolkata-700020 formerly at 122, J.N. Mukherjee Road, Ghosuri, Howrah-711107, represented by its Director MR. NIKHIL CHAKRABORTY, 9) **MAA DURGA ABASAN PVT. LTD.** having PAN: AAFCM6137L, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 2<sup>nd</sup> Floor, 236B, A.J.C. Bose Road, P.S. Bhowanipore, Kolkata-700020, represented by its Director MR. GAURAV KARNANI, hereinafter jointly called the **OWNERS** (which term or expression as unless otherwise excluded by or repugnant to the subject in the case of the individuals shall mean and include their respective heirs, legal representatives, executors administrators and assigns and in the case of the companies shall mean and include their respective successor and/or successors in office/interest and assigns) of the

**FIRST PART** (the Owners herein represented by their Constituted Attorney namely **SANJAY SINGH RATHOR** (herein owner no.1) having PAN: ALXPS8607H, proprietor, **M/s. NVR STEELS**, having its registered office at 106, Girish Ghosh Road, P.O.- Belurmath, P.S.- Belur, Howrah-711202 VIDE REGISTERED Power of Attorney dated 3<sup>rd</sup> October,2016, registered at ADSR Bishnupur, South 24 Parganas and recorded in Book No.1, CD Volume No. 1613-2016 Pages from 120851 to 120871, Being No. 161305483 for the year 2016.)

**AND**

**JALAN BUILDERS PRIVATE LIMITED** having PAN **AABCJ7754Q**, a Company registered under the Companies Act, 1956, having its registered office at 236B, A.J.C. Bose Road, 'MARBLE ARCH' 2<sup>nd</sup> Floor, Kolkata-700020 represented by its Director **MR. PRATIJK JALLAN**, son of Shri Brij Mohon Jalan, hereinafter referred to as **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor in office, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

**AND**

**MR./MRS./MESSERS**.....  
 S/o, D/o, W/o.....  
 having PAN: .....resident of .....  
 .....  
 hereinafter referred to as **the PURCHASER/S** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his/her heirs, legal representatives, executors, administrators and /or assigns) of the **THIRD PART**.

**DEFINITIONS:**

For the purpose of this Sale, unless the context otherwise requires:

- i) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- ii) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- iii) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- iv) "Section" means a section of the Act.

**WHEREAS:**

**A. Unless, in this Indenture, there be something contrary or repugnant to the subject or context:**

- i) **Said Unit:** being **ALL THAT** Unit No. .... on the .....floor of Tower/Block No ..... **MEASURING** .....**Sq.ft.** (.....Sq.ft.)of **Carpet area** (more or less) and having area of Veranda/Balcony.....sq.ft. (.....sq.ft)(more or less) hereinafter referred to as the **CHARGEABLE AREA** in the building to be constructed on the demised land together with right to park in the open/covered/basement/mechanical area of the building for parking of medium sized motor car/s.
- ii) **Land Share:** Undivided, proportionate, indivisible, variable and impartible share and/or interest (Land Share) underneath the respective tower in the said Premises more fully described in the First Schedule hereto (Demised Land), as be attributable and appurtenant to the Said Unit.
- iii) **Share in the Common Portions:** Undivided, proportionate,

Indivisible and impartible share and/or interest, as be attributable to the Said Space/Flat/Unit, in the common areas, amenities and facilities of the Building, described in the Third Schedule hereto (Share in the Common Portions).

iv) **Said Unit and Appurtenance:** Said Unit, Land Share and Share in the Common Portions collectively **Said Unit and Appurtenances.**

v) **Development Agreement:** For executing the Project, the Owners have appointed the Developer to undertake the development of the said Property, on the terms and conditions contained and recorded in a Development Agreement dated 03.10.2016 which has been registered at the office of the ADSR Bishnupur and recorded in the Book No.1, Volume No.1613-2016, pages from 120872 to 120930, Being No.161305481 for the year 2016. The owners have also executed a Power of Attorney in favour of the Developer dated 03-10-2016 which has also been registered at the office of the ADSR Bishnupur and recorded in the Book No.1, Volume No.1613-2016, pages from 119327 to 119350, Being No.161305482 for the year 2016. In terms of the Development Agreement, the Owners and the Developer have agreed to jointly sell and transfer the total constructed area forming part of the Development in favour of various intending purchasers and to share the net revenue in the manner as provided for in the said Development.

1. (a) **ADJOINING PREMISES** shall mean the present premises at L.R. Dag No. 435 & 436 , area of land 9 decimal & 8 decimal respectively, abutting the said Present Premises on its Eastern side (more fully and particularly mentioned and described in **Part-II of the First Schedule** hereunder written);
- (b) **SAID PREMISES/ULTIMATE PREMISES** shall mean the premises/property to be formed upon amalgamation of the said Present Premises and the said Adjoining Premises in due course as hereinafter dealt with, which is more fully and particularly mentioned and described in

**Part-III** of the **First Schedule** hereunder written.

2. **HOUSING COMPLEX** shall mean the Housing Complex named "**NVR PRIDE**" being planned and constructed by the Developer at the said Premises /Ultimate premises, presently consisting of **2 (two) Towers** at the Present and to ultimately consist of ( ) Towers at the said Premises / Ultimate Premises (in short hereinafter called "the Towers"), containing several independent and self contained flats, parking spaces and other constructed areas.
3. **CO-OWNERS / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase or may in future agree to purchase from the Developer and Owners herein and shall have taken possession of their respective units, including the said Developer and Owners for those units not so alienated or agreed to be alienated by the said Developer.
4. **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the said Housing Complex expressed or intended by the said Developer for common use and enjoyment by the occupants of the Housing Complex such as paths passages driveways, staircases of the Towers alongwith their full and half landings with respective stair covers on the ultimate roofs, entrance and exit gates of the said Premises / Ultimate Premises, entrance cum Reception in the ground floor of the Towers, Lifts alongwith lift shafts and the lobby in front of them and Lift machine rooms, water supply system, water waste and sewerage evacuation pipes from the units to drains and sewers common to the Housing Complex and from the Housing Complex to the municipal drain, and shall include the Facilities mentioned and specified in the Third Schedule hereunder written. It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces' at different floor levels attached to any

particular unit/s and other open and covered spaces at the Housing Complex and/or the said Premises / Ultimate Premises and/or the Towers which the said Developer may from time to time express or intend not to be so included in the common areas and installations.

5. **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the co-owners of the Housing Complex and all other expenses for the common purposes to be contributed and shared by the Co-owners.
6. **COMMON PURPOSES** shall mean and include the purpose of managing maintaining up keeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Co-owners in the Housing Complex for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders.
7. **UNITS** shall mean all the flats / apartments / saleable spaces / constructed areas in the Housing Complex capable of being independently and exclusively held used occupied and enjoyed by any person And wherever the context so permits or intends shall include the Parking Space/s and/or Servant Quarter/s and/or store-room/s and/or terrace/s, if any, and also the proportionate undivided share in the Common Areas and Installations, attributable thereto.
8. **PARKING SPACES** shall mean covered car parking spaces in or portions of the Basement and the Ground Floor of the Towers and the said Premises / Ultimate Premises and also the open/mechanical car parking spaces in the open compound of the said Premises / Ultimate Premises capable of being parked motor cars and other vehicles therein

or thereat.

9. **CARPET AREA** according to the context and in relation to a particular unit shall mean and include the plinth area of such unit (if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such unit).
10. **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the following:
  - (a) insofar as the Purchaser's proportionate undivided indivisible impartible variable share in the land underneath the Tower in which the Purchaser's Flat is situated is concerned, the same shall be in the proportion in which the built up area of the Purchaser's Flat may bear to the built up area of all the Flats in the Tower in which the Purchaser's Flat is situated;
  - (b) insofar as the Purchaser's proportionate undivided indivisible impartible variable share in the Common Areas and Installations and the Purchaser's share in the Common Expenses is concerned, the same shall be in the proportion in which the super built up area of the Purchaser's Flat may bear to the super built up area of all the Flats in the Housing Complex (including the Tower/ to be constructed by the said Developer as elsewhere dealt with herein);

**PROVIDED THAT** where it refers to the share of the Purchaser or any other Co-owner in the rates and/or taxes amongst the Common Expenses then such share, of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).
11. **SAID UNIT** shall mean the Flat, fully described in the Second Schedule hereunder written, and wherever the context so permits shall include



the proportionate undivided indivisible impartible variable share in the land underneath the Tower in which the said Flat is situated as also in the Common Areas and Installations attributable to the said Flat, with right to use the same in common in the manner herein stated, and further the right of parking motor car in the parking space, and further wherever the context so permits shall include the exclusive right to use the Open Terrace attached to the said Flat, if so specifically and as expressly mentioned and described in the within stated **Second Schedule**.

12. **MAINTENANCE COMPANY** shall mean ".....", a Company incorporated under Section 25 of the Companies Act, 1956 having its registered office at ..... , for taking over charge of the maintenance management and affairs of the Housing Complex and in particular the Common Areas and Installations thereat from the said Developer.
13. Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.
14. Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; Similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

**B. DEVOLUTION OF OWNERSHIP:**

- a) By a Deed of sale dated 19<sup>th</sup> August 2005 one WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (WBIDC) the Vendor therein sold transferred conveyed assigned All Those pieces and parcels of land containing an area measuring 1 Acre 32 Decimals situated and lying at

Mouza- Chakrajumolla, P.S.- Bishnupur, District- South 24 Parganas in the state of West Bengal particulars whereof are more fully described in the schedule thereunder written in favour of the Owner No. 1 herein, therein referred to as the Purchaser and registered in the Office of the Addl. Registrar of Assurances, Kolkata, and recorded in Book No.I, Vol. No. I, Pages 1 to 74 being No. 7533 for the Year 2005 and also handed over peaceful khas possession free from all encumbrances.

b) The said Owner No. 1 herein pursuance to the aforesaid became absolute owner and seized and possessed and duly mutated his name in the records of the Land and Revenue and published his name in the record of rights of the said All Those pieces and parcels of land containing an area measuring 1 Acre 32 Decimals situated and lying at Mouza- Chakrajumolla, P.S.- Bishnupur, District- South 24 Parganas in the state of West Bengal particulars whereof are more fully described in the first schedule hereunder written together hereinafter referred to as "The property".

c) While in absolute possession and occupation said Owner No. 1 gifted by three Deeds of Gift dated 14.03.2014 and registered in the Office of the ADSR, Bishnupur, south 24-Parganas Being no.1610,1614,1615 respectively for the Year 2014 in favour of the Owner Nos. 2 to 5 All Those undivided pieces and parcels of land containing an area measuring 60 Decimals out of the total 1 Acre 32 Decimals situated and lying at Mouza- Chakrajumolla, P.S.- Bishnupur, District- South 24 Parganas in the state of West Bengal particulars whereof are more fully described in the first schedule hereunder written together hereinafter referred to as "The property".

d) Said Owner No.1 sold or transferred by two Indenture of Conveyances dated 14-03-2014 & 26-03-2014 and registered in the Office of the ADSR, Bishnupur, South 24 Parganas Being No. 1790 for the Year 2014 & 1791 for the Year 2014 respectively in favour of the Owner No. 6 to 9, All Those undivided pieces and parcels of land containing an area measuring 47.50

Decimals out of the said total 1 Acre 32 Decimals situated and lying at Mouza- Chakrajumolla, P.S.- Bishnupur, District- South 24 Parganas in the state of West Bengal particulars where of are more fully described in the first schedule hereunder written together hereinafter referred to as “The property”.

e) Pursuance to the aforesaid the owners herein became absolute joint owners and seized and possessed of the said All Those pieces and parcels of land containing an area measuring 1 Acre 32 Decimals situated and lying at Mouza- Chakrajumolla, P.S.- Bishnupur, District- South 24 Parganas in the state of West Bengal particulars whereof are more fully described in the first schedule hereunder written together hereinafter referred to as “The property” and are jointly owning and enjoying the same without interruption, interference, objection, claim or demand of any nature and/or manner from any person or persons claiming and/or having any right, title and interest of the property more particularly described in the First Schedule hereinafter written.

**C. Mutation:** The owners have duly mutated their names in the record of B.L. & L.R.O., Bishnupur-II, South 24 Parganas and also converted the said property subsequently.

**D. Sanction of Plans:** With the intention of Developing and commercially exploiting the said Property by constructing the said Project thereon by constructing various Flats and Spaces (collectively Units) and parking Spaces therein (such construction and transfer collectively **Project**), the said owners prepared and submitted a building plan which has been duly sanctioned or approved by the Zilla Parishad, South 24-Parganas being Building Plan No. 380/510/KMDA dated 08.07.2016, which includes all further sanctioned vertical extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time.

**H.** The Developer has constructed the 2(two) Towers at the said Present Premises and the completion certificate therefor has been issued by the ..... on .....

**I.** The Maintenance Company has been formed for taking over charge of the maintenance management and affairs of the Housing Complex and in particular the Common Areas and Installations thereat from the said Developer, and the Vendors/present owners herein are now member of the said Maintenance Company and Purchaser herein agrees and undertakes to become a member / share-holders thereof.

**J.** By an Agreement for Sale dated....., made between the OWNERS of the FIRST PART, herein and therein and the DEVELOPER of the SECOND PART herein and the PURCHASER/S of the THIRD PART herein and therein mentioned for the consideration mentioned therein and the final consideration mentioned herein wherein the said OWNERS and the DEVELOPER therein agreed to sale or transfer of ALL THAT the Flat No..... on the ..... floor, in Tower/Block-....., of the said Housing Complex named and known as 'NVR PRIDE' having Carpet area of the Unit/Flat..... sq. ft. and having area of balcony/verandah..... sq. ft. more or less togetherwith Right to park one medium sized motor car in the open/cover/mechanical car parking space at open/basement/ground floor being parking space No....., morefully described in the Second Schedule thereunder written alongwith proportionate undivided share or interest in the land morefully and more particularly mentioned in the First Schedule thereunder written togetherwith all club facilities morefully described in the Third Schedule thereunder written togetherwith also all rights in all common areas or facilities common with other owners/occupiers.

**K.** The Developer has duly constructed and/or erected the said Tower

and duly obtained the completion/occupancy certificate from the competent authority and has intimated the Purchaser about the completion of the said Tower as well as the Purchaser/s' Unit and the Final measurement of the said Unit. The Purchaser/s' has/have inspected the Unit and common areas and also verified all relevant papers and requested the Owners and Developer to complete the Sale by way of registering the said Unit in favour of the Purchase/s and the Vendors and Developer have agreed to sell transfer convey ALL THAT the Flat No. .... on the .....floor, in Tower/Block No. ...., of the said Housing Complex named and known as 'NVR PRIDE' having Carpet area of the Unit/Flat .....sq.ft (.....sq.ft.) and having area of balcony/verandah.....sq.ft. more or less together with Right to park ..... medium sized motor car in the open/cover/mechanical car parking space at open/basement/ground floor being parking space No....., morefully described in the Second Schedule hereunder written alongwith proportionate undivided share or interest in the land morefully and more particularly mentioned in the First Schedule hereunder written together with all club facilities morefully described in the Third Schedule hereunder written togetherwith also all rights in all common areas or facilities common with other owners/occupiers free from all sorts of encumbrances whatsoever at the total consideration of Rs...../- (Rupees.....) only.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement and in consideration of the said sum of Rs...../- (Rupees.....)only of the lawful money of the Union of India well and truly paid by the Purchaser/s to the Developer (the receipt whereof the Vendors and Developer doth hereby and also by the receipt/memo hereunder written admit and acknowledge to has been received and of and from the payment of the same and every part thereof acquit release and discharge the Purchaser/s and the said Unit hereby

intended to be sold and transferred) the Vendors do hereby sell transfer convey assure and assign unto to and in favour of the Purchaser/s **ALL THAT** the Flat/Unit No.....on the..... floor, in Tower/Block No....., of the said Housing Complex named and known as 'NVR PRIDE' having Carpet area of the Unit/Flat .....sq.ft. (.....sq.ft) and having area of balcony/verandah.....sq. ft. more or less and delineated in the **Plan** annexed hereto duly bordered thereon in "Red" together with Right to park ..... medium sized motor car in the open/cover/mechanical car parking space at open/basement/ground floor being parking space No. ...., **delineated by "Green" borders in the plan annexed hereto** at the said Premises morefully described in the Second Schedule thereunder written alongwith proportionate undivided share or interest in the land morefully and more particularly mentioned in the First Schedule thereunder written together with all club facilities morefully described in the Third Schedule thereunder written togetherwith also all rights in all common areas or facilities common with other owners/occupiers, situation of the said flat and the said Car Parking Space are respectively shown and delineated in the map or plan annexed hereto and bordered in **"RED"** and **"GREEN"** hereon hereinafter referred to **"said Flat and appurtenances" TOGETHER WITH** all club facilities morefully described in the Third Schedule hereunder written togetherwith also all rights in all common areas or facilities and other facilities and services common with other owners/occupiers in the said Building at the said Premises more fully and particularly mentioned and described in the **THIRD SCHEDULE AND ALSO TOGETHER WITH** the undivided indivisible impartible proportionate share or interest in the land below and underneath the building comprised in the said Premises (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written) and attributable to the said flat and hereinafter for the sake of brevity collectively referred to as the **"said Flat and appurtenances" thereto OR HOWSOEVER** the said flat now are or is or at any time heretofore were situated butted and bounded called known

numbered described or distinguished **AND ALL** the estates right title and interests property claims and demands whatsoever of the Vendors of in and to the said flat and the said car parking space hereby sold, granted, conveyed, transferred, assigned and assured and/or intended so to be **TOGETHER WITH** all the legal incidents remainder or remainders reversion or reversions and together with the right to receive realize and collect all the rents issues and profits therefrom **TO HAVE AND TO HOLD** the said flat and the said car parking space absolutely and forever free from all encumbrances charges trusts liens lispendens and attachments whatsoever **SUBJECT NEVERTHELESS** to the various easements or quasi-easement and other stipulations and provisions in connection with the beneficial use and enjoyment of the said flat as set out in the **FIFTH SCHEDULE** and **SUBJECT TO** the restrictions mentioned in the **SIXTH SCHEDULE**.

**THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER/S** as follows:

- a) The interest which the Vendors do hereby profess to transfer subsists and the Vendors have good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure the said flat and the said car parking space hereby sold, granted, conveyed, transferred, assigned and assured unto and in favour of the Purchaser in the manner as aforesaid.
- b) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and upon and hold and enjoy the said flat and the said car parking space and to receive realize all the rents issues and profits thereof without any interruption hindrances, claims or demands or disturbances whatsoever from or by the Vendors and/or any person or persons claiming through under or in trust for them.
- c) The said flat and the said car parking space are freed and

discharged from and against all manner of encumbrances whatsoever.

d) The Vendors shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser/s make do acknowledge execute and perform all such further and other lawful and reasonable acts deeds conveyances matters and things whatsoever for further better or more perfectly assuring the said flat and the said flat and the said car parking space in the manner as aforesaid as shall or may be reasonably required.

e) The Vendors shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser make do produce to the Purchaser or its Attorney or Agents at any trial commission, examination or otherwise as occasion shall require all or any of the deeds documents and writings in respect of the said flat and the said car parking space AND ALSO shall at the like request deliver to the Purchaser such attested or other true copies or extracts of and from the said deeds and writings or any of them as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterate and uncanceled.

f) The vendors are hereby agreed and undertook to pay all their liability, arrear taxes maintenance charges and/or another claim/claims in any manner whatsoever in respect of said flat and appurtenances if raise in future or any time after sale up to the period of sale or handing over possession whichever is earlier within 7 days from the date of said demand.



**THE FIRST SCHEDULE ABOVE REFERRED TO:****PART-I****(Present Premises)**

**ALL THAT** the piece and parcel of Bastuland lying and situated in J.L. No. 18, R.S. No. 134, Touzi No. 1 to 8 and 8 to 16 in Mouza- Chakrajumolla, P.O. Poilanhata, P.S.- Bishnupur, Dist- 24 Parganas (South) under Rasapunja Gram Panchyat:

<b>R.S. &amp; L.R DAG NO.</b>	<b>L.R. KHATIAN NO.</b>	<b>AREA (IN DECIMAL)</b>
430	1196 & 1476 to 1483	15.00
432	1196 & 1476 to 1483	51.00
433	1196 & 1476 to 1483	37.00
437/1039	1196 & 1476 to 1483	12.00
<b>TOTAL</b>		<b>116 Decimal, Equivalent to 70 Kattahs (more or less)</b>

**ALL THAT** Land measuring approximately and butted and bounded as follows:

ON THE NORTH : Panchayat Road  
ON THE EAST : NH-117 (DH Road)  
ON THE SOUTH : Dag No. 440 & 439  
ON THE WEST : Dag No. 429 & 431

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

**PART-II**  
**(Adjoining Premises)**

**ALL THAT** the piece and parcel of Bastuland lying and situated in J.L. No. 18, R.S. No. 134, Touzi No. 1 to 8 and 8 to 16 in Mouza- Chakrajumolla, P.O.- Poilanhat, P.S.- Bishnupur, Dist- 24 Parganas (South) under Rasapunja Gram Panchyat:

<b>R.S. &amp; L.R DAG NO.</b>	<b>L.R. KHATIAN NO.</b>	<b>AREA (IN DECIMAL)</b>
435	1196 & 1483	09.00
436	1196 & 1483	08.00
<b>TOTAL</b>		<b>17 Decimal, Equivalent to 10 Kattahs (more or less)</b>

**ALL THAT** Land measuring approximately and butted and bounded as follows:

ON THE NORTH : Panchayat Road  
ON THE EAST : NH-117 (DH Road)  
ON THE SOUTH : Dag No. 440 & 439  
ON THE WEST : Dag No. 429 & 431

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

**PART-III**  
**(said Premises/ Ultimate Premises)**

**ALL THAT** the piece and parcel of Bastuland lying and situated in J.L. No. 18, R.S. No. 134, Touzi No. 1 to 8 and 8 to 16 in Mouza- Chakrajumolla, P.O.- Poilanhat, P.S.- Bishnupur, Dist- 24 Parganas (South) under Rasapunja Gram Panchyat:

<b>R.S. &amp; L.R DAG NO.</b>	<b>L.R. KHATIAN NO.</b>	<b>AREA (IN DECIMAL)</b>
430	1196 & 1476 to 1483	15.00
432	1196 & 1476 to 1483	51.00
433	1196 & 1476 to 1483	37.00
437/1039	1196 & 1476 to 1483	12.00
435	1196 & 1483	09.00
436	1196 & 1483	08.00
<b>TOTAL</b>		<b>132 Decimal, Equivalent to 80 Kattahs (more or less)</b>

**ALL THAT** Land measuring approximately and butted and bounded as follows:

ON THE NORTH : Panchayat Road  
ON THE EAST : NH-117 (DH Road)  
ON THE SOUTH : Dag No. 440 & 439  
ON THE WEST : Dag No. 429 & 431

**OR HOWSOEVER OTHERWISE** the same shall be situate butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE PFFRRED TO:**

**(UNIT)**

**ALL THAT the Flat No. / Unit No.** ..... on the ..... floor of Tower/Block No. .... **MEASURING** .....**Sq.ft.** (.....Sq.ft.) of **Carpet area** (more or less) and having area of balcony/ verandah.....**sq.ft.** (more or less) hereinafter referred to as the **CHARGEABLE AREA** in the building constructed on the demised land and delineated in the **Plan** annexed hereto duly bordered thereon in "Red".

**"With Right to park** ..... **medium sized motor car in the open/cover/mechanical car parking at open compound (open to sky)/Basement/Ground floor of the property at Parking Space No.** ....., delineated by "Green" borders in the plan annexed hereto.

**THE THIRD SCHEDULE ABOVE RFFFRREP TO:**

**FACILITIES & AMENITIES:**

1. CLUB WITH BASIC FACILITIES
2. AUTOMATED MAIN GATE ENTRY
3. KEYLESS ENTRY FOR YOUR APARTMENT
4. VIDEO DOOR PHONE
5. PATIO FOR EVENING ADDA
6. MULTI – PURPOSE SPORTS COURT
7. AC GYMNASIUM
8. JET CAR WASH
9. LAUNDERETTE
10. CCTV SURVEILLANCE

11. AC CHILDREN'S PLAY ZONE
12. AC INDOOR GAMES ROOM
13. TERRACE GARDEN
14. AC BANQUET HALL
15. FIRE FIGHTING
16. SWIMMING POOL
17. 24×7 POWER BACKUP
18. HIGH SPEED ELEVATOR
19. SHUTTLE SERVICE TILL JOKA METRO

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roofs (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables and wires in under or upon the said Housing Complex and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said Housing Complex and enjoyed by the co-owners in common as aforesaid and the boundary walls of the said Premises / Ultimate Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises / Ultimate Premises so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
  
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including Lifts, Water Pump with Motor, Generator, Fire

Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well etc., as applicable) and also the costs of repairing, renovating and replacing the same and also including the costs/charges incurred/to be incurred for nattering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.

3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus; other emoluments, benefits etc.
4. **TAXES:** Municipal-and other rates, taxes and levies and all other outgoings, if any (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the said Housing Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:****(Easements)**

1. The Purchaser shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto Excepting And Reserving the rights easements quasi easements privileges and appurtenances hereinafter morefully and particularly set forth in the Sixth Schedule hereto.
2. The right of access and way in common with other occupiers of the said Housing Complex at all times and for all normal residential purposes connected with the common use and enjoyment of the common areas and installations.
3. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said Unit Provided Always and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons and/or other occupiers of the Housing Complex and the Maintenance In-charge entitled to such way as aforesaid.
4. The right of protection of the said Unit by and from all parts of the Housing Complex so far as they now protects the same.

5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the Housing Complex so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
  
6. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Housing Complex solely and strictly for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of the Housing Complex and the Common Areas and Installations insofar as such rebuilding repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of his intention so to enter to the Maintenance-In-Charge and/or the occupier of the Housing Complex affected thereby.

**THE SIXTH SCHEDULE ABOVE REFERRED TO;**  
**(Easements excepted out of the sale and reserved)**

The under mentioned rights easements quasi easements and privileges appertaining to the Housing Complex and the said Premises/ Ultimate Premises shall be excepted and reserved for the said Owner and/or the said Developer and/or the Maintenance In-charge and/or the other occupiers of the Housing Complex:

1. The right of access and way in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Housing Complex at all times and for all purposes connected with the



use and enjoyment of the common areas installations and facilities.

2. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the Housing Complex through pipes drains wires conduits lying or being in under through or over the said Unit and all other parts of the Housing Complex as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Housing Complex.
3. The right of protection of other part or parts of the Housing Complex by all parts of the said Unit so far as they now protects the same.
4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Housing Complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid provided always that except in emergent situation the said Owner, the said Developer, the Maintenance-In-Charge and the occupiers of other part or parts of the Housing Complex shall give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

**IN WITNESS WHEREOF the PARTIES** hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED and DELIVERED**

by the **OWNERS** at Kolkata in the presence of:

1.

**OWNER/S**

2.

**SIGNED, SEALED and DELIVERED**

by the **DEVELOPER** at Kolkata in the presence of:

1.

**DEVELOPER**

2.

**SIGNED AND SEALED** by the **PURCHASER**

at Kolkata, in the presence of:

1.

**PURCHASER/S**

2.

Drafted by:

SWAPAN KUMAR DAS  
Advocate

High Court, Kolkata  
WB-849/1995

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

**MEMO OF CONSIDERATION**

By Cheque No.	dated	drawn on	Rs.	
By Cheque No.	dated	drawn on	Rs.	
GST @ %			Rs.	
<b>TOTAL :</b>			<b>Rs.</b>	

(Rupees ..... ) only.

**WITNESSES:**

1.

**DEVELOPER**

2.

**DATED THIS ..... DAY OF ..... 20**

**DEED OF CONVEYANCE**

**BETWEEN**

.....

**... OWNERS**

.....

**... DEVELOPER**

**AND**

.....

**... PURCHASER**

**SWAPAN KUMAR DAS**  
**Advocate**

9A, Gariahat Road (South)  
Kolkata-700068

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