

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of

Two Thousand (201)

BETWEEN

(1) **SRI PAWAN KUMAR GUTGUTIA**, son of Late Ram Awatar Gutgutia, by occupation – Business, (2) **SMT. NIRMALA DEVI GUTGUTIA**, wife of Sri Pawan Kumar Gutgutia, by occupation – Housewife, (3) **SMT. AMISHA GUTGUTIA**, daughter of Sri Pawan Kumar Gutgutia, by occupation – Housewife, (4) **RACHANA GUTGUTIA**, daughter of Sri Pawan Kumar Gutgutia, by occupation – Others , all are by faith – Hindu, by Nationality – Indian, all are residing at Radhanagar Road, P.O. Burnpur, P.S. – Haripur, District – Burdwan, presently residing at Kamalgazi, P.S. Sonarpur, Kolkata – 700103, **SRI PAWAN KUMAR GUTGUTIA, SMT. NIRMALA DEVI GUTGUTIA, SMT. AMISHA GUTGUTIA** and **RACHANA GUTGUTIA** all are being represented by their Constituted Attorney, “**M/S. RAJWADA GROUP**” (**PAN- AALFR5460J**), 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 (PAN- AHAPA8486B)**, son of Late Rajendra Kumar Agarwal, by faith- Hindu, by Nationality- Indian, by occupation-Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Police Station Sonarpur, Kolkata- 700 084, and also residing at “Narendra Bhawan”, Kamalgazi, Post Office- Narendrapur, Police Station Sonarpur, Dist South 24 Parganas, Kolkata – 700103, by virtue of a Development Power of Attorney which was duly registered on 25th March, 2015, before the office of the D.S.R. IV, South 24 Parganas at Alipore which is recorded in its Book No. 1, CD Volume No. 9, pages from 5832 to 5845, Being no. 02580 for the year 2015, hereinafter called and referred to as the “**OWNERS/VENDORS**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and

include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST 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, P.S. Sonarpur, Kolkata – 700084, duly represented by its 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. I, Pages from 207 to 216, Being No. 00021 for the year 2015 namely, **SRI BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, by occupation- Business, by religion- Hindu, by- Nationality- Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Post Office-Garia, Police Station-Sonarpur, Kolkata-700 084, hereinafter collectively referred to as the **‘DEVELOPER’** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives, and assigns) of the **SECOND PART**.

A N D

MR., (**PAN-**), son of Mr.
, by religion -, by Nationality-, by occupation-
, residing at, hereinafter called and referred
 to as the **“PURCHASER”** (which term or expression shall unless

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

WHEREAS the Owners/Vendors are lawfully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of Sali land concerned and subject land of this instant Agreement for Sale along with total project land area measuring more or less 23 Cottah 04 Chittack 07 Sq. Ft. of Sali land with a 300 Sq. Ft. dilapidated structure standing thereon in two Plots under P.S. Sonarpur, District South 24 Parganas, more fully described in the First Schedule hereunder written, appears as the following break up:

R.S. Dag No.	R.S. Khati an No.	Mou za	J.L. No.	L.R. Dag No.	L.R. Khatia n No.	Plot No.	Hold ing No.	Municipali ty/Gram Panchayat	Appro ximat e Area
842	45	Ram cha ndr apu r	58	965	2331, 2333, 2334	II	2679	Bon Hooghly I No.	12 Cottah 05 Chitta ck 37 Sq. Ft. or 20.43 Decim al
154 6	175	Ku mra khal i	48	163 0	2829, 2855	I	2018	Rajpur – Sonarpur Municipalit y	10 Cottah 14 Chitta ck 15 Sq. Ft. or 18 Decim

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AND WHEREAS One Haran Purkait, son of Adhar Chandra Purkait was seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Sali land measuring 61 decimals in R.S. Dag No. 842, under R.S. Khatian No. 45 of Mouza - Ramchandrapur, J.L. No. 58, under P.S. Sonarpur, District South 24 Parganas as per Rrevisional Settlement Records and he had been paying Govt. rent thereof and enjoying every right, title and interest over the said property without interruption, claim and demand whatsoever.

AND WHEREAS said Haran Purkait sold, transferred and conveyed the land measuring more or less 61 decimals in R.S. Dag No. 842, under R.S. Khatian No. 45 of Mouza - Ramchandrapur, J.L. No. 58, under P.S. Sonarpur, District South 24 Parganas on 09/10/1964 to Kamini Engineering Company having its registered office at 7, Swinhow Street, P.S. Ballygunge, Kolkata - 700019, by a Deed of Conveyance registered in the office of the S.R. Baruipur and recorded in its Book No. I, Volume No. 117, pages from 261 to 264, Being No. 9285, for the year 1964.

AND WHEREAS one Mosena Bibi and Md. Mondal sold transferred and conveyed the land measuring more or less 18 Decimal in R.S. Dag No. - 1546, under R.S. Khatian No. - 175 of Mouza - Kumrakhali, J.L.

No. – 48, under P.S. Sonarpur, District South 24 Parganas on 28/12/1964 to aforesaid Kamini Engineering Company by a Deed of Conveyance registered in the office of S.R. Baruipur office and recorded in its Book No. I, Volume No. 136, pages 206 to 210, Being No. 11144 for the year 1964.

AND WHEREAS said Kamini Engineering Company which was originally a Firm represented through its Partners 1) Dinesh Chandra Dutta, 2) Rabati Lal Das and 3) Ranesh Chandra Dutta and on 21/03/1967, the said Partnership Firm was amicable and lawfully dissolved through a Deed of Dissolution and finalisation of the accounts on 21st March 1967, and as per the said Dissolution and contents thereof said Dinesh Chandra Dutta, son of Late Debendra Chandra Dutta, one of the partners became the sole proprietor of the said Kamini Engineering Company including the lands and structures therein.

AND WHEREAS said Dinesh Chandra Dutta gifted the aforesaid property measuring more or less 61 decimal of Sali land in R. S. Dag No. 842, R.S. Khatian No. 45 of Mouza - Ramchandrapur, J.L. No. 58 and land measuring more or less 18 decimal Sali land in R.S. Dag No. 1546, under R.S. Khatian No. 175 of Mouza - Kumrakhali, J.L. No. 48, under P.S. Sonarpur, District South 24 Parganas in favour of his wife Smt. Sisir Kana Dutta by a registered Deed of Gift registered at D.R. Alipore office and recorded in its Book No. – I, Volume No. – 16, pages from 272 to 276, Being No. 5673 for the year 1968.

AND WHEREAS while the said Smt. Sisir Kana Dutta seized and possessed of her property and she being in urgent need of money entered into two Agreements for Sale both dated 10/01/1981 with one Satya Narayan Sharma to sell the said land measuring 64 decimal (the split up of the land and Mouzas being :- 43 decimals of R. S. Dag No. 842, to R.S. Khatian No. 45 of Mouza-Ramchandrapur, J.L. No. 58 and 18 decimals in R.S. Dag No. 1546, R.S. Khatian No. 175 of Mouza-Kumrakhali, J.L. No. 48) under P.S. Sonarpur, District South 24 Parganas.

AND WHEREAS the said Smt. Sisir Kana Dutta failed and neglected to execute and registered any deed of conveyance in favour of the said Satya Narayan Sharma on the basis of the said Agreement for Sale and being aggrieved and dissatisfied Said, Satya Narayan Sharma filed two suits for Specific Performance of Contract before the learned 1st Court of Additional District Judge, Alipore being title Suit Nos. 151 & 152 of 1982 against Smt. Sisir Kana Dutta.

AND WHEREAS after various proceedings the Learned 1st Additional District Judge at Alipore was pleased to pass the decree in the abovementioned suits on 23rd day of April, 1986, in favour of the Plaintiff, i.e. Sri Satya Narayan Sharma by and in terms of the said decrees dated 23rd April, 1986 the said Sri Satya Narayan Sharma had deposited the balance sum out of the consideration money before the Learned Court on 8th July 1986.

AND WHEREAS, the said Smt. Sisir Kana Dutta did not execute the deed of conveyance despite the aforesaid decrees, and said Satya

Narayan Sharma applied for execution and registration of document through the Learned Court and subsequently a document was executed and registered by the Ld. Court on behalf of Smt. Sisir Kana Dutta in favour of said Satya Narayan Sharma on 25th day of July 1989, regarding the land measuring 18 decimals in R.S. Dag No. 1546, R.S. Khatian No. 175 of Mouza - Kumrakhali, J.L. No. 48, registered in the office of the District Registrar, South 24 Parganas at Alipore and on 24th day of July 1992, regarding the land measuring 43 decimals in R.S. Dag No. 842, R.S. Khatian No. 45 of Mouza - Ramchandrapur, J.L. No. 58 registered in the office of the District Registrar, South 24 Parganas at Alipore.

AND WHEREAS the said Satya Narayan Sharma applied for taking possession of the said property and he was also delivered possession by learned Court and after such purchase as well as possession said Satya Narayan Sharma became the absolute owner and possessor of the land measuring 64 decimals (the split up of the land being :- 43 decimals in R.S. Dag No. 842, under R.S. Khatian No. 45 of Mouza - Ramchandrapur, J.L. No. 58 and 18 decimals in R.S. Dag No. 1546, under R.S. Khatian No. 1 75 of Mouza - Kumrakhali, J.L. No. 48) under P.S. Sonarpur, District South 24 Parganas.

AND WHEREAS said Satya Narayan Sharma sold, transferred and conveyed the land measuring more or less 11 Decimal equivalent to more or less 06 Cottah 09 Chittack 15 Sq. Ft. out of said 18 decimals in R.S. Dag No. 1546, under R.S. Khatian No. 175 of Mouza - Kumrakhali, J.L. No. 48) under P.S. Sonarpur, District South 24 Parganas to **M/S. ASHOK CONCRETE AND ALLIED INDUSTRIES**

PRIVATE LIMITED on 03/07/1993 by virtue of a registered Deed of Sale registered at R.A. - Kolkata office and recorded in its Book No. - I, Volume No. - 297, pages 339 to 356, Being No. - 9268 for the year 1993.

AND WHEREAS said Satya Narayan Sharma sold, transferred and conveyed the land measuring more or less 09 Decimal equivalent to more or less 05 Cottah 12 Chittack 42 Sq. Ft. out of said 43 decimals in R.S. Dag No. 842, under R.S. Khatian No. 45 of Mouza - Ramchandrapur, J.L. No. 58 under P.S. Sonarpur, District South 24 Parganas to **M/S. GOYAL AUTO DISTRIBUTED PVT. LTD.** on 03/07/1993 by virtue of a registered Deed of Sale registered at R.A. - Kolkata office and recorded in its Book No. - I, Volume No. - 211, pages 415 to 434, Being No. - 9269 for the year 1993.

AND WHEREAS said Satya Narayan Sharma sold, transferred and conveyed the land measuring more or less 02 Decimal equivalent to more or less 01 Cottah 02 Chittack out of 43 decimals in R.S. Dag No. 842, under R.S. Khatian No. 45 of Mouza - Ramchandrapur, J.L. No. 58 and more or less 07 Decimal equivalent to more or less 04 Cottah 05 Chittack out of 18 Decimal of R.S. Dag No. 1546, under R.S. Khatian No. 175 of Mouza - Kumrakhali, J.L. No. 48 under P.S. Sonarpur, District South 24 Parganas to **PAWAN KUMAR GUTGUTIA**, on 06/08/1993 by virtue of a registered Deed of Sale registered at R.A. - Kolkata and recorded in its Book No. - I, Volume No. - 266, pages from 01 to 18, Being No. 11165 for the year 1993.

AND WHEREAS said Satya Narayan Sharma sold, transferred and conveyed the land measuring more or less 09 Decimal equivalent to

more or less 05 Cottah 06 Chittack 40 Sq. Ft. out of 43 Decimals in R.S. Dag No. 842, under R.S. Khatian No. 45 of Mouza - Ramchandrapur, J.L. No. 58 under P.S. Sonarpur, District South 24 Parganas to **ASHOK KUMAR GUTGUTIA**, on 06/08/1993 by virtue of a registered Deed of Sale registered at R.A. - Kolkata and recorded in its Book No. - I, Volume No. - 266, pages from 19 to 37, Being No. 11166 for the year 1993.

AND WHEREAS said Ashok Gutgutia executed a General Power of Attorney in favour of Sri Pawan Gutgutia on 23/08/2010, registered at D.S.R. - IV, South 24 Parganas at Alipore and recorded in its Book No. - IV, C.D. Volume No. - 1, pages from 4014 to 4022, Being No. - 366 for the year 2010.

AND WHEREAS said Pawan Kumar Gutgutia, by virtue of the status of the Constituted Attorney of said Ashok Kumar Gutgutia sold, transferred and conveyed the land measuring more or less 03 Cottah 01 Chittack 15 Sq. Ft. in R.S. Dag No. 1546, under R.S. Khatian No. 175 of Mouza - Kumrakhali, J.L. No. 48 under P.S. Sonarpur, District South 24 Parganas on 30/11/2010 to **RACHNA GUTGUTIA**, daughter of Pawan Kumar Gutgutia, vide a registered Deed of Sale registered at D.S.R. - IV, South 24 Parganas at Alipore and recorded in its Book No. - I, Volume No. - 30, pages from 3246 to 3262, Being No. - 8839 for the year 2010.

AND WHEREAS said Pawan Kumar Gutgutia, by virtue of the status of the constituted attorney of said Ashok Kumar Gutgutia sold, transferred and conveyed the land measuring more or less 03 Cottah 08 Chittack of R.S. Dag No. 1546, under R.S. Khatian No. 175 of

Mouza - Kumrakhali, J.L. No. 48 under P.S. Sonarpur, District South 24 Parganas executed to **RACHNA GUTGUTIA** on 30/11/2010, daughter of Pawan Kumar Gutgutia, registered at D.S.R. - IV, South 24 Parganas at Alipore and recorded in its Book No. - I, Volume No. - 30, pages from 3278 to 3294, Being No. 8840 for the year 2010.

AND WHEREAS said Smt. Rachna Gutgutia, became the absolute owner of the land measuring more or less 06 Cottah 09 Chittacks 15 Sq. Ft. out of 18 Decimal land in R.S. Dag No. 1546, R.S. Khatian No. 175 of Mouza - Kumrakhali, J.L. No. 48 under P.S. Sonarpur, District South 24 Parganas by purchase through the two separate aforesaid Sale Deeds.

AND WHEREAS said Pawan Kumar Gutgutia, gifted the land measuring more or less 05 Cottah 07 Chittack equivalent to more or less 8.9 Decimal (the split up of the land and Mouza being :- 01 Cottah 02 Chittack equivalent to more or less 02 decimal in R.S. Dag No. 842, under R.S. Khatian No. 45 of Mouza - Ramchandrapur, J.L. No. 58 and 04 Cottah 05 Chittack equivalent to more or less 07 decimals in R.S. Dag No. 1546, under R.S. Khatian No. 175 of Mouza - Kumrakhali, J.L. No. 48 under P.S. Sonarpur, District South 24 Parganas to **SMT. NIRMALA DEVI GUTGUTIA** (Owner/Vendor No. 2 herein) on 07/06/2010 (the Owner/Vendor No. 2 herein), wife of Pawan Kumar Gutgutia, vide a registered Deed of Gift, registered at A.R.A. - 1 Kolkata and recorded in its Book No. - I, C.D. Volume No. - 14, Pages from 1688 to 1700, Being No. - 5558 for the year 2010.

AND WHEREAS said **M/S. GOYAL AUTO DISTRIBUTORS PRIVATE LIMITED**, its Director Sri Ashok Kumar Gutgutia sold, transferred and

conveyed the land measuring more or less 05 Cottah 12 Chittack 42 Sq. Ft. equivalent to more or less 09 Decimal in R.S. Dag No. 842, under R.S. Khatian No. 45 of Mouza - Ramchandrapur, J.L. No. 58 under P.S. Sonarpur, District South 24 Parganas to **AMISHA GUTGUTIA** (Owner/Vendor No. 3 herein), daughter of Pawan Kumar Gutgutia, on 07/05/2010 vide registered Deed of Sale registered at A.R.A.-1 Kolkata and recorded in its Book No. - I, C.D. Volume No. - 14, pages from 1582 to 1611, Being No. 5442 for the year 2010.

AND WHEREAS said Ashok Kumar Gutgutia gifted the land measuring more or less 05 Cottah 06 Chittack 40 Sq. Ft. equivalent to more or less 09 Decimal in R.S. Dag No. 842, R.S. Khatian No. 45 of Mouza - Ramchandrapur, J.L. No. 58 under P.S. Sonarpur, District South 24 Parganas to **PAWAN KUMAR GUTGUTIA** (Owner/Vendor No. 1 herein), son of Late Ramawtar Gutgutia, on 12/05/2010 by a registered Deed of Gift, registered at A.R.A.-1 Kolkata and recorded in its Book No. - I, Volume No. - 12, pages from 3479 to 3491, Being No. - 4673 for the year 2010.

AND WHEREAS thus the said Owners/Vendors herein along with Smt. Rachna Gutgutia became the absolute joint owners of the land measuring 23 Cottahs 04 Chittaks and 07 Sq. Ft. along with 300 Sq. Ft. dilapidated structure standing thereon in the said two plots (the split up of the land and Mouza being :- 10 Cottahs 14 Chittaks and 15 Sq. Ft. of land in R.S. Dag No. 1546, R.S. Khatian No. 175 of Mouza - Kumrakhali, J.L. No. 48, under Ward No. 27 of Rajpur - Sonarpur Municipality and 12 Cottah 05 Chittack and 37 Sq. Ft. of land in R.S. Dag No. 842, under R.S. Khatian No. 45 of Mouza-Ramchandrapur,

J.L. No. 58, under Bon Hooghly 1 No. Gram Panchayat area) under P.S. Sonarpur, District South 24 Parganas (hereinafter called the said Premises) morefully described in the First Schedule hereunder written.

AND WHEREAS the Owners/Vendors herein along with Smt. Rachna Gutgutia desired to promote their entire land and property but due to paucity of fund, the said Owner/Vendors herein, along with Smt. Rachna Gutgutia, entered into an Agreement on 02/02/2011 to promote their property with **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 Partners namely, **(1) SRI PARVEEN AGARWAL, (2) SRI BIKASH AGARWAL and (3) SRI RAJ KUMAR AGARWAL**, 1-3 are sons of Late Rajendra Kumar Agarwal, all are by faith-Hindu, by Nationality-Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, P.S. Sonarpur, Kolkata- 700 084, the Developer herein.

AND WHEREAS the constitution of partnership firm **M/S. RAJWADA GROUP** is changed with effect from 1st January, 2015 i.e. Rajendra Kumar Agarwal, son of Late Bhagirath mal Agarwal of 26, Mahamaya Mandir Road, P.O. Garia, P.S. Sonarpur, Kolkata- 700 084, a partner of the said firm died intestate on 01/01/2015 and thereafter the rest partners (also the sons of said deceased) executed a Reconstituted Partnership Deed on 29th day of January 2015 and thus the said Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal became the partners of the said Partnership firm and the same being intimated to the First Part and accordingly **SRI PAWAN KUMAR**

GUTGUTIA, SMT. NIRMALA DEVI GUTGUTIA, MS. AMISHA GUTGUTIA and **MS. RACHNA GUTGUTIA** executed one fresh Development Power of Attorney in favour of **M/S. RAJWADA GROUP** which was duly registered on 25th March, 2015 before the office of the D.S.R. IV, South 24 Parganas at Alipore which is recorded in its Book No. - 1, CD Volume No. - 9, pages from 5832 to 5845, Being no. 02580 for the year 2015 and **SMT. RACHNA GUTGUTIA**, daughter of Pawan Kumar Gutgutia, executed a fresh Development power of attorney on 06.04.2015 in favour of **M/S. RAJWADA GROUP** and same was registered on 09.04.2015 in the Office of the Vice Consul, Consulate General of India, San Francisco, being No. SANF/CONS/ESF/2589/15.

AND WHEREAS as per the Development Agreement and General Power of Attorney, the said Developer on behalf of the Owners/Vendors duly sanctioned two building plan vide **Plan No. 462/CB/27/41** dated **06/07/2014 (G+IV)** for **Plot No.-1 & 379/509/KMDA** dated **14/06/2017 (G+V)** for **Plot No.-2** for construction of (G+IV & G+V) storied building under certain numbers of Block and/or Phase consisting of several self contained flats, garages/car parking spaces, and other spaces for residential purposes at the said Premises at the cost of the Developer.

AND WHEREAS the Developer has completed the construction of the said (G+IV & G+V) storied buildings as per the sanctioned building plans mentioned above hererinafter referred to as the Building Complex namely "**RAJWADA NIRVANA**" as per sanction plan duly

sanctioned by Kolkata Metropolitan Development Authority at the said Property and has also obtained Completion Certificate vide Memo No. **980/ZP/ENGG/BP/18** dated 05.10.2018 from the Zilla Parishad, South 24 Parganas.

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 Purchasers 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 Promoter/Developer has registered the project under the provisions of the act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____;

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 herein, the Purchaser herein agreed to purchase one self-contained flat being **Flat No.** having a carpet area of **sq. ft.** situated on the **Floor** on the side of the said **G+V (Ground plus Five)** storied building in **Block No. 2** together with **one** **car parking space** measuring more or less **120 sq. ft.** in **in the** **Floor** in **Block No. 2** of the Said Building Project christened

as “**RAJWADA NIRVANA**”, being erected at the Said Property being Premises/Holding No. 2679, Mouza- Ramchandrapur, Police Station- Sonarpur, Post Office- Narendrapur, South 24 Parganas, within the jurisdiction of within the limits of Bon Hooghly 1 No. Gram Panchayat, 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.** carpet area situated at the **.....** side on the **..... Floor** of the said **G+V** storied building in **Block- 2** 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 **.....** Floor in **Block- 2** of the Said Building Project christened as “**RAJWADA NIRVANA**”, being erected at the Said Property being Premises/Holding No. 2679, Mouza- Ramchandrapur, Police Station- Sonarpur, Post Office- Narendrapur, South 24 Parganas, within the jurisdiction of within the limits of Bon Hooghly 1 No. Gram Panchayat, 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 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 thereto as more fully and particularly described in the **Fourth Schedule** hereunder written.

AND WHEREAS the Purchasers having agreed to purchase the said Flat and the Car parking space stated above and having paid the entire consideration money to the Developer herein, now call upon them to execute and register a proper Deed of Conveyance thereby selling, conveying and transferring the said Flat and the Car parking space unto and in favour of the Purchasers absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchasers.

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 Purchasers to the owners/Vendors herein through the Developer herein in the manner

stated in the memo of consideration hereunder written, the receipt whereof the owners/Vendors and Developer hereby admits and acknowledges and from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the Purchasers 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 do hereby grant, sell, transfer, convey, assign and assure unto the Purchasers **ALL THAT** one self contained flat being Flat No. situated at the side on the **Floor** in **Block - 2** containing a carpet area of **Sq. ft.** together with **one** **Car parking space** measuring **more or less 120 sq. ft.** on the floor of Block-2 of Premises/Holding No. 2679, Mouza-Ramchandrapur, Police Station- Sonarpur, Post Office- Narendrapur, South 24 Parganas, within the jurisdiction of within the limits of Bon Hooghly 1 No. Gram Panchayat, Kolkata- 700 103 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 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 Purchasers 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** in **Block- 2** and the said car parking space measuring **more or less 120 sq. ft.** at the **Floor** in **Block- 2** 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 with co-owners or occupiers of the building subject to the Purchasers 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 Purchasers.

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 the said all that place and parcel of flat and car parking space mentioned in the **SECOND SCHEDULE** hereunder written along with common area with facilities as described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred to 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 and car parking space may be encumbered, affected or impeached in estate ,title or otherwise.

2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc .or proceeding and have not been offered as security or otherwise to any court of revenue, authority.

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 and car parking space 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 and car parking space up to the date of handing over the possession of the same to the Purchasers, 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 and if paid by the Purchasers shall be recoverable from the date of delivery of possession unto the Purchasers and the Purchasers shall pay the entire taxes and outgoings in respect of the said flat and car parking space .

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 Purchasers for better or further effectuating and assuring the conveyance hereby made or the title of the Purchasers to the property

hereby sold and conveyed or any mistake or deficiency in 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 and car parking space.

7. The Purchasers shall not cause any obstruction to the others in any manner in the entrance or exit or 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 Purchasers 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 Purchasers 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 Purchasers 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 after completion of the entire project.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of Sali land measuring more or less 23 Cottah 04 Chittack and 07 Sq. Ft. along with proposed (G+IV & G+V) storied building standing thereon. The split up of the land details being as follows:-

PLOT 1 :- ALL THAT a piece and parcel of Sali land measuring 10 Cottahs 14 Chattacks and 15 Sq. Ft. and the split up of the land and Mouza being (11 decimal of land in R S Dag No. – 1546, L.R. Dag No. 1630, R.S. Khatian No. 175, L.R. Khatian No. 2855, J.L. No. 48, Mouza – Kumrakhali, Pargana – Medanmalla + 7 decimals of land in R S Dag No. – 1546, L.R. Dag No. 1630, L.R. Khatian No. 2829, J.L. No. 48, Mouza – Kumrakhali, Pargana – Medanmalla, now within the limits of the Rajpur - Sonarpur Municipality, Ward No. 27, Holding No., Police Station and A.D.S.R. office at Sonarpur, District South 24 Parganas.

PLOT 2 :- ALL THAT a piece and parcel of Sali land measuring 12 Cottahs 05 Chattacks and 37 Sq. Ft. and the split up of the land and Mouza being (09 decimal of land in R S Dag No. – 842, L.R. Dag No. 965, R.S. Khatian No. 45, L.R. Khatian No. 2331, J.L. No. 58, Mouza –

Ramchandrapur, Pargana – Magura + 02 decimals of land in R. S. Dag No. – 842, L.R. Dag No. 965, L.R. Khatian No. 2333, J.L. No. 58, Mouza – Ramchandrapur, Pargana – Magura + 09 decimals of land in R.S. Dag No. – 842, L.R. Dag No. 965, L.R. Khatian No. 2334, J.L. No. 58, Mouza – Ramchandrapur, Pargana – Magura) now within the limits of Bon Hooghly 1 No. Gram Panchayat, Holding No.- 2679, P.S. and A.D.S.R. office at Sonarpur, District- South 24 Parganas.

The G+V storied building in which the Said Flat and Car Parking Space is situated is lying on **PLOT 2** of the total land measuring more or less 23 Cottah 04 Chittack and 07 Sq. Ft. as mentioned in the Development Agreement dated 02/02/2011 and also as per building **plan no. 379/509/KMDA** dated **14/06/2017** sanctioned by the Kolkata Metropolitan Development Authority and at the cost of Developer. The total property is butted and bounded by:-

- ON THE NORTH** : R.S. Dag No. 1545, 1541 of Kumrakhali Mouza,
R.S. Dag No. 842 (P) of Ramchandrapur Mouza.
- ON THE SOUTH** : R.S. Dag No. 1545, 1541 of Kumrakhali Mouza
and 12 Ft. wide passage of Ramchandrapur Mouza.
- ON THE EAST** : N. S. Bose Road and R.S. Dag No. 1549 of
Kumrakhali Mouza
- ON THE WEST** : Bye Pass Road.

The name of the said Building Project above is known, called and named as **“RAJWADA NIRVANA”**.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT Flat No. measuring more or less **Sq. Ft.** carpet area consisting of ... Bed rooms, ... Dining, ... Drawing room, ... Toilets, ... Kitchen and ... Veranda on the side of the **Floor**, in **Block – 2** of the said G+V storied building together with **one** **Car Parking Space** measuring more or less 120 Sq. ft. on the floor in **Block – 2** of the said Building Project known as “**RAJWADA NIRVANA**” and 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 per aforesaid Building **plan no. 379/509/KMDA** dated **14/06/2017** sanctioned by the Kolkata Metropolitan Development Authority and Completion Certificate vide Memo No. **980/ZP/ENGG/BP/18** dated 05.10.2018 obtained from the Zilla Parishad, South 24 Parganas, at Holding no. 2679, N. S. Road, Ramchandrapur, south-24 parganas, within the limits of Bon Hooghly 1 No. Gram Panchayat as described in the First Schedule herein above written.

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, multi Gymnasium, Indoor Games room, Power backup, 24*7 security service, Children's play area, Generator, CCTV 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 the outer space of the building, stair case, including all amenities, sanitary and plumbing.
2. **OPERATION:** Electricity charges and 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. **B.L.L.R.O. LAND REVENUE MUNICIPAL AND OTHER TAXES:** B.L.L.R.O. Land Revenue, Municipal 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 the Parties hereto put their respective hands and seals this indenture here at Kolkata on the day, month and year first above written.

WITNESSES:-

1.

2.

SIGNATURE OF THE VENDOR

**SIGNATURE OF THE
DEVELOPER**

**SIGNATURE OF THE
PURCHASERS**

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of **Rs./- (Rupees Only)** towards the full and final consideration price of the within mentioned flat and car parking space situated at the side of the Floor in Block- 2 of the building Premise/Holding No. 2679, Ramchandrapur, Kolkata - 700103 together with undivided proportionate share or interest in the land underneath as per memo below:-

<u>Chq no.</u>	<u>Date</u>	<u>Bank</u>	<u>Flat</u>	<u>S.Tax/GST</u>	<u>Amount</u>

Rs./- (Rupees Only)

SIGNED, SEALED & DELIVERED

in presence of the following

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER