

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made this the      day of

Two Thousand ..... (201    )

**BETWEEN**

(1) **SMT. SIKHA SENGUPTA (PAN - FHWPS4385E)**, wife of Late Kalyan Kumar Sengupta, by occupation – Housewife, (2) **SRI ARIJIT SENGUPTA (PAN - CXBPS2248N)**, son of Late Kalyan Kumar Sengupta, by occupation – Service, both are permanently residing at Pratapgarh, P.O.- Narendrapur, P.S.- Sonarpur, Kolkata – 700103, presently residing at Flat No. B-3/D, Rajwada Estate, 66, N.S.C. Bose Road, P.O.-Garia, P.S.- Sonarpur, Kolkata – 700084, (3) **ANTARA MUKHERJEE (PAN - BJQPM2156M)**, wife of Mr. Debasish Mukherjee, daughter of Late Kalyan Kumar Sengupta, by occupation – Service, residing at Flat No. 09, Ava Apoartment, 130, B.M. Banerjee Road By lane, Belghoria, Kolkata – 700056, (4) **SANCHARI RAY CHAUDHURI (PAN- BTAXRO877F)**, wife of Ranjan Ray Chaudhuri, daughter of Late Kalyan Kumar Sengupta, by faith – Hindu, by Nationality - Indian, by occupation – Housewife, residing at Flat No. 302, Sangam Apartment, 159 & 160, Barracah Road, Secretariat Colony, Kilpauk, Chennai, Pin – 600010, Tamil Nadu, (5) **SRI TAPAN KUMAR DEWANJEE (PAN- ADIPD6022A)**, (6) **SRI SWAPAN KUMAR DEWANJEE (PAN - AGVPD4951A)**, (7) **SRI SOMNATH DEWANJEE (PAN- CUIPD5801L)**, (8) **SMT. UTPALA DEWANJEE (PAN- CHAPD5473P)**, (9) **SMT. ANURADHA DEWANJEE (PAN- BRIPD3777M)**, (10) **DEVIKA GUHA ROY, (PAN- BOYPR1411M)** (11) **SMT. LIPIKA DEWANJEE (PAN- CTOPD2603P)**, No. 5 to 11 are sons and daughters of Late, Rabindralala Dewanjee, No. 5 to 11 are residing at Pratapgarh, P.O. Narendrapur, P.S. Sonarpur, Kolkata- 700 103, District South 24-Parganas, all are by faith- Hindu, by Nationality- Indian, 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**, 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, and also residing at “Narendra Bhawan”, Kamalgazi, P.O. Narendrapur, P.S. Sonarpur, District-South 24-Parganas, Kolkata- 700

103 by and under two separate Power of Attorneys out of which one was duly registered on 22/01/2014 before the office of the D.S.R.- IV at Alipore and recorded in Book No. I, CD. Volume No. 3, Pages from 1375 to 1387, Being No. 00457 for the year 2014 and another was duly registered on 19/11/2014 before the office of the District Sub-Registrar- IV at Alipore and recorded in its Book No. I, CD. Volume No. 50, Pages from 73 to 90, Being No. 08530 for the year 2014, hereinafter collectively called and referred to as the “**OWNERS/VENDORS**” (which term 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**.

**WHEREAS** Abdul Gafaur and Anarjan Bibi, wife of Abdul Gafaur were seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of Danga at present Bastu land measuring 43 decimals in R.S. Dag No. 413, R.S. Khatian No. 623 & 626 coming from Khatian No. 1532 of Kumrakhali- Mouza, J.L. No. 48, P.S- Sonarpur, District- South 24 Parganas as per 23 column of Revisional Settlement records of right and paying Govt. rent thereof and enjoying every right, title and over the said property without interruption, claim and demand whatsoever.

**AND WHEREAS** by a registered Deed of Conveyance, executed and registered on 20/02/1959, at S.R. Baruipur office and recorded on Book No. 1, Volume No. 13, Pages – 237 to 240, bring No. 1258 for the year 1959 the said Abdul Gafaur and Anarjan Bibi, wife of Abdul Gafaur jointly sold, transferred and conveyed the land measuring 10 Katha out of 43 decimals, being Plot No. B as mentioned therein, in R.S. Dag No. 413 of Kumrakhali – Mouza, J.L. No. 48 unto Smt. Rama Dewanjee, since deceased, wife of Rabindralal Dewanjee, since deceased, for a valuable consideration mentioned therein, absolutely and forever and the said Smt. Rarna Dewanjee, since decreased, constructed a tin shed dwelling house for residential purpose thereon and mutated her name in the

records of Rajpur-Sonarpur Municipality and paid taxes charges whatsoever and the said premises free from all encumbrances.

**AND WHEREAS** by another registered Deed of Conveyance, executed and registered on 20/02/1959, at S.R. Baruipur Office and recorded in Book No. 1, Volume No. 17, Pages – 287 to 290, being No. 1257 for the year 1959 the said Abdul Gafaur and Anarjan Bibi, wife of Abdul Gafaur jointly sold, transferred and conveyed the land measuring 10 Katha out of 43 decimals, being Plot No. C as mentioned therein, in R.S. Dag No. 413 of Kumrakhali – Mouza, J.L. no. 48 unto Smt. Labanya Prova Sen, Since deceased, wife of Nani Gopal Sen, Since deceased, for a valuable consideration mentioned therein, absolutely and forever.

**AND WHEREAS** by another registered Deed of Conveyance, executed and registered on 20/02/1959, at S.R. Baruipur Office and recorded in Book No. 1, Volume No. 13, Pages – 241 to 244, being No. 1259 for the year 1959 the said Abdul Gafaur and Anarjan Bibi, wife of Abdul Gafaur jointly sold, transferred and conveyed the land measuring 6 Katha out of 43 decimals, being Plot No. A as mentioned therein, in R.S. Dag No. 413 of Kumrakhali – Mouza, J.L. No. 48 unto Sri Shambhu Nath Chowdhury, for a valuable consideration mentioned therein, absolutely and forever.

**AND WHEREAS** said Smt. Rama Dewanjee, since deceased, wife of Rabindralal Dewanjee, pre decease, (who also died intestate on 21/09/1992) died intestate on 06/08/2009 laving behind her three sons, namely SRI TAPAN KUMAR DEWANJEE, SRI SWAPAN KUMAR DEWANJEE, SRI SOMNATH DEWANJEE and four daughters namely SMT. ANTRADHA DEWANJEE, SMT. DEVIKA GUHA ROY, SMT. LIPIKA DEWANJEE as her legal heirs and successors who thus became joint owner of undivided one seventh share each of the said premises as per Hindu Succession Act, 1956

and thus became joint owners of undivided share and lawfully seized and possessed of or otherwise well and sufficiently entitled to the said homestead actual physical khas possession land measuring 9 Katha 4 Chattaks 30 Sq. Ft. be more or less, along with a dwelling house standing thereon being Plot No. B situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in R.S. Dag no. 413, L.R. Dag No. 432 R.S. Khatian No. 623 & 626, L.R. Khatian Nos. 2840, 2839, 2837, 2841, 2842, 2843 & 2838, Ward No. 27, under Rajpur-Sonarpur Municipality, P.S – Sonarpur, Districts – South 24 Parganas which they have inherited from their mother said Rama Dewanjee, since deceased.

**AND WHEREAS** said Smt. Labanya Prova Sen, since deceased wife of Nani Gopal Sengupta, since deceased, thus owner of Plot No. C and Sri Sambhu Nath Chowdhury, thus owner of Plot No. A, executed a Deed of Exchange on 23/12/1983 regarding their plots of land where, said Smt. Rama Dewanjee, being the confirming part of the said Deed of Exchange which was duly registered at D.R. Alipore office and recorded in Book No. 1, Volume No. 442, Pages 207 to 216 being No. 16979 for the year 1983.

**AND WHEREAS** said Smt. Labanya Prova Sen, since deceased thus became the absolute owner of the actual physical possession of land measuring, more or less 8 Katha 2 Chataks being Plot No. A in R.S. Dag No. 413, L.R. Dag No. 432, R.S. Khatian No. 623 & 626, L.R. Khatian No. 104 of Kumrakhali – Mouza, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur – Sonarpur Municipality, P.S – Sonarpur, District – South 24 Parganas and constructed a till shed dwelling house thereon.

**AND WHEREAS** by another registered Deed of Conveyance, registered on 24/01/1985, at D.R. Alipore Office and recorded in Book No. 1, Volume No. 15, Pages 322 to 333, being No. 929 for the

year 1985 the said Smt. Labanya Prova Sen, since deceased, wife of Nani Gopal Sengupta, since deceased, sold, transferred, conveyed and assigned a piece and parcel of land measuring, more or less, 5 Katha 2 Chataks together with a building standing thereon out of the said 8 Katha 2 Chataks together with structure standing thereon being Plot No. A, in R.S. Dag No. 413, L.R. Dag No. 432, R.S. Khatian No. 623 & 626, L.R. Khatian No. 104 of Mouza – Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur – Sonarpur Municipality, P.S – Sonarpur, District – South 24 Parganas, to his only son SRI KALYAN KUMAR SENGUPTA, absolutely and forever.

**AND WHEREAS** said Smt. Labanya Prova Sen, since deceased wife of Nani Gopal Sengupta, pre deceased (who also died intestate on 30/03/1972) died intestate on 09/11/1993 leaving behind her only son, SRI KALYAN KUMAR SENGUPTA, as her sole legal heir and successor as per Hindu Succession Act. 1956 and said SRI KALYAN KUMAR SENGUPTA thus became the absolute owner of the said land measuring, more or less 8 Katha 2 Chataks with a structure standing there on being Plot No. A, in R.S. Dag No. 413, L.R. Dag No. 432, R.S. Khatian No. 623 & 626, L.R. Khatian No. 104 of Mouza – Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur – Sonarpur Municipality, P.S – Sonarpur, District – South 24 Parganas.

**AND WHEREAS** by another registered Deed of Gift executed on 12/11/2011, at A.R.A. – I, Kolkata and recorded in Book No 1, C.D. Volume No. 21, Pages 6658 to 6674, being No. 09729 for the year 2011 said SRI KALYAN KUMAR SENGUPTA, by love and affection gifted transferred and conveyed a piece and parcel of land measuring 3 Katha be more or less, along with 200 Sq. Ft. tin shed structure standing thereon out of the said land 8 Katha 2 Chataks

with structure standing thereon bring Plot No. A in R.S. Dag No. 413, L.R. Dag No. 432, R.S. Khatian No. 623 & 626, L.R. Khatian No. 104 of Mouza – Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur – Sonarpur Municipality, P.S – Sonarpur, District – South 24 Parganas absolutely unto his son SRI ARIJIT SENGUPTA Owner No. 2, herein, absolutely and forever and said SRI KALYAN KUMAR SENGUPTA and SRI ARIJIT SENGUPTA, being thus joint owners of said land measuring 8 Katha 2 Chataks, be more or less in R.S Dag No.413, L.R. Dag No. 432, R.S. Khatian No. 623 & 626, L.R. Khatian No. 104 of Mouza – Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur Ward No. 27 under Rajpur – Sonarpur Municipality, P.S.- Sonarpur, District – South 24 Parganas absolutely and forever.

**AND WHEREAS** by another registered Deed of Gift executed and registered on 02/04/2013, in the office at D.S.R. – IV, South 24 Parganas, Alipore, Kolkata and recorded in Book No. I, C.D. Volume No. 15 Pages – 774 to 790, being No. 02718 for the year 2013 said SRI TAPAN KUMAR DEWANJEE, SRI SWAPAN KUMAR DEWANJEE, SRI SOMNATH DEWANJEE, SMT. UTPALA DEWANJEE, SMT. ANURADHA DEWANJEE, SMT DEVIKA GUHA ROY, SMT. LIPIKA DEWANJEE, by love and affection gifted transferred and conveyed a piece and parcel of land measuring undivided 6 Chataks, be more or less, along with 100 Sq. Ft. tin shed structure standing thereon out of the said land 9 Katha 4 Chataks 30 Sq. Ft. with structure standing thereon in R.S. Dag No. 413, L.R. Dag No. 432, R.S. Khatian No. 623 & 626, L.R. Khatian Nos. 2840, 2839, 2837, 2841, 2842, 2843 and 2838 of Mouza – Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur Sonarpur Municipality , P.S.- Sonarpur, District – South 24 Parganas absolute unto SRI KALYAN



KUMAR SENGUPTA and SRI ARIJIT SENGUPTA, absolutely and forever.

**AND WHEREAS** by another registered Deed of Gift executed and registered on 02/04/2013, in the office at D.S.R. – IV, Alipore, Kolkata and recorded in Book No. I, C.D. Volume No. 15 Pages – 682 to 698, being No. 02712 for the year 2013 said SRI KALYAN KUMAR SENGUPTA and SRI ARIJIT SENGUPTA, by love and affection jointly gifted transferred and conveyed a piece and parcel of land measuring undivided 6 Chataks, be more or less, along with 100 Sq. Ft. tin shed structure standing thereon out of the said land 8 Kathas 2 Chataks together with structure standing thereon in R.S. Dag No. 413, L.R. Dag No. 432, R.S. Khatian No. 623 & 626, L.R. Khatian No 104 of Mouza – Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur Sonarpur Municipality , P.S.- Sonarpur, District – South 24 Parganas absolutely unto SRI TAPAN KUMAR DEWANJEE, SRI SWAPAN KUMAR DEWANJEE, SRI SOMNATH DEWANJEE, SMT. UTPALA DEWANJEE, SMT. ANURADHA DEWANJEE, SMT DEVIKA GUHA ROY, SMT. LIPIKA DEWANJEE, absolutely and forever.

**AND WHEREAS** said SRI KALYAN KUMAR SENGUPTA and SRI ARIJIT SENGUPTA while enjoying their aforesaid undivided land measuring more or less 8 Katha 2 Ckatakas together with 100 Sq. Ft. tin shed structure standing thereon in R.S. Dag No. 413, L.R. Dag No. 432, R.S. Khatian No. 623 & 626, L.R. Khatian No 104 of Mouza – Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur Sonarpur Municipality, P.S.-Sonarpur, District – South 24 Parganas, they executed and registered a Development Agreement with the Developer herein, on 08/08/2013 before the of the D.S.R. – IV at Alipore and recorded in Book No. I, CD, Volume No. 34, Pages from 517 to 536, Being No. 06557 foe the year 2013.

**AND WHEREAS** thereafter said Sri Kalyan Kumar Sengupta died intestate on 02/01/2014 leaving behind his wife Sikha Sengupta, son Arijit Sengupta and two daughters namely Antara Mukherjee & Sanchari Ray Chaudhuri as his legal heirs and successors.

**AND WHEREAS** after demise of said Sri Kalyan Kumar Sengupta the said registered Development Agreement Deed No. 06557 for the year 2013 has automatically cancelled and became null and void.

**AND WHEREAS** thus the said SIKHA SENGUPTA, ARIJIT SENGUPTA, ANTARA MUKHRTJEE & SANCHARI RAY CHAUDHURI, the Owner/Venders No. 1 to 4 herein became the absolute joint owners of the said undivided land measuring more or less 8 Katha 2 Ckatakas together with 100 Sq. Ft. tin shed structure standing thereon in R.S. Dag No. 413, L.R. Dag No. 432, R.S. Khatian No. 623 & 626, L.R. Khatian No 104 of Mouza – Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur Sonarpur Municipality, P.S.-Sonarpur, District – South 24 Parganas and jointly enjoying the same free from all encumbrances.

**AND WHEREAS** said SIKHA SENGUPTA, ARIJIT SENGUPTA, ANTARA MUKHRTJEE & SANCHARI RAY CHAUDHURI, the Owner/Venders No. 1 to 4 herein while enjoying their aforesaid undivided property measuring more or less 8 Katha 2 Ckatakas together with 100 Sq. Ft. tin shed structure standing thereon in R.S. Dag No. 413, L.R. Dag No. 432, R.S. Khatian No. 623 & 626, L.R. Khatian No 104 of Mouza – Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur Sonarpur Municipality, P.S.-Sonarpur, District – South 24 Parganas, they executed and registered a Development Agreement with the Developer herein, on 17/01/2014 before the D.S.R. – IV AT South 24 Parganas, Alipore

and recoded in Book No. I CD. Volume No. 2 Pages from 2389 to 2426, Being No. 00352 for the year 2014.

**AND WHEREAS** said SIKHA SENGUPTA, ARIJIT SENGUPTA, ANTARA MUKHRTJEE & SANCHARI RAY CHAUDHURI, the Owner/Venders No. 1 to 4 herein also executed and registered a General Power of Attorney unto and in favour of the Developer herein, which was duly registered on 21/01/2014 before the office of the D.S.R – IV at South 24 Parganas, Alipore and recorded in Book No. I, CD. Volume No. 3, Pages from 1375 to 1387, Being No. 00457 for the year 2014.

**AND WHEREAS** said SRI TAPAN KUMAR DEWANJEE, SRI SWAPAN KUMAR DEWANJEE, SRI SOMNATH DEWANJEE, SMT. UTPALA DEWANJEE, SMT. ANURADHA DEWANJEE, SMT DEVIKA GUHA ROY, SMT. LIPIKA DEWANJEE, the Owners/Venders No. 5 to 11 herein, became the joint owners of the undivided land measuring more or less 9 Katha 4 Chataks 30 Sq. Ft. together with 100 Sq. Ft. tin shed structure standing thereon in R.S. Dag No. 413, L.R. Dag No. 432, R.S. Khatian No. 623 & 626, L.R. Khatian Nos. 2840, 2839, 2837, 2841, 2842, 2843 and 2838 of Mouza – Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur Sonarpur Municipality, P.S.-Sonarpur, District – South 24 Parganas.

**AND WHEREAS** said SRI TAPAN KUMAR DEWANJEE, SRI SWAPAN KUMAR DEWANJEE, SRI SOMNATH DEWANJEE, SMT. UTPALA DEWANJEE, SMT. ANURADHA DEWANJEE, SMT DEVIKA GUHA ROY, SMT. LIPIKA DEWANJEE, the Owners/Venders No. 5 to 11 herein, while enjoying their aforesaid undivided property measuring more or less 9 Katha 4 Chataks 30 Sq. Ft. together with 100 Sq. Ft. tin shed structure standing thereon in R.S. Dag No. 413, L.R. Dag No. 432, to R.S. Khatian No. 623 & 626, L.R. Khatian Nos. 2840, 2839, 2837, 2841, 2842, 2843 and 2838 of Mouza –

Kumrakhali, J.L. No. 48, Ward No. 27 under Rajpur Sonarpur Municipality, P.S.-Sonarpur, District – South 24 Parganas, they executed and registered a Development Agreement with the Developer herein, on 07/08/2013 before the office of the D.S.R – IV at South 24 Parganas, Alipore and recorded in Book No. I, CD. Volume No. 34, Pages from 448 to 470, Being No. 6555 for the year 2013.

**AND WHEREAS** said SRI TAPAN KUMAR DEWANJEE, SRI SWAPAN KUMAR DEWANJEE, SRI SOMNATH DEWANJEE, SMT. UTPALA DEWANJEE, SMT. ANURADHA DEWANJEE, SMT DEVIKA GUHA ROY, SMT. LIPIKA DEWANJEE, the Owners/Venders No. 5 to 11 herein, also executed and registered a Development Power of Attorney unto and in favour of the Developer herein, which was duly registered on 07/08/2013 before the office of the D.S.R – IV at South 24 Parganas, Alipore and recorded in Book No. I, CD. Volume No. 34, Pages from 486 to 496, Being No. 06556 for the year 2013.

**AND WHEREAS** said Vendors No. 5 to 11 herein revoke their aforesaid Development Power of Attorney which was registered on 08/08/2013 before the office of the D.S.R – IV at South 24 Parganas, Alipore vide Deed No. 06556 for the year 2013 and the said Revocation of Power of Attorney was duly registered on 19/11/2014 before the office of the District Sub-Registered – IV at Alipore and recorded in its Book No I, CD. Volume No. 3, Pages from 2255 to 2265, Being No. 00678 for the year 2014 on account of some minor mistakes happened in the previous Development Power of Attorney.

**AND WHEREAS** the Vendors No. 5 to 11 herein also executed and registered General Power of Attorney unto and in favour of the Developer herein, which was duly registered on 19/11/2013 before the office of the District Sub-Registered – IV at Alipore and recorded

in its Book No I, CD. Volume No. 50, Pages from 73 to 90, Being No. 08530 for the year 2014.

**AND WHEREAS** the Vendors herein, became the absolute Owners of **ALL THAT** piece and parcel of land measuring more or less 17 Kathas 6 Chataks 30 Sq. Ft. but as per physical measurement and possession the land measuring more or less 17 Kathas 5 Chataks 42 Sq. Ft. lying and situate at Mouza – Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 413 corresponding to L.R. Dag No. 432, R.S. Khatian No. 623 & 626, L.R. Khatian Nos. 2840, 2841, 2842, 2843, 2838, 2837, 2839, 3042 & 3043 within the limits of the Rajpur Sonarpur Municipality, Ward No 27, Holding No. 450, Uttar Kumrakhali, P.S. Sonarpur , District South 24 Parganas (hereinafter called the SAID PROPERTY) fully described in the FIRST SCHEDULE hereunder written.

**AND WHEREAS** a building Plan of the said Premises was duly sanctioned by the authority of Rajpur Sonarpur Municipality vide Plan No. 407/CB/27/45 dated 03/07/2014 valid up to 03/07/2017 for construction of a G+III storied building for residential purpose.

**AND WHEREAS** as per sanction plan the Developer started the constructional work of the said G+III storied building consisting of flats, garages/car parking spaces as per sanctioned Plan.

**AND WHEREAS** in term of the said two development Agreements and the Development Power of Attorney the Developer have right/authority to enter into any agreement for sale of the flats/car parking spaces with the intending Purchaser or Purchasers from its allocation and receive advance/earnest money there from.

**AND WHEREAS** the constitution of partnership firm **M/S. RAJWADA GROUP** is changed with effect from 1<sup>st</sup> January, 2015 i.e. Rajendra Kumar Agarwal, son of Late Bhagirathmal Agarwal of 26, Mahamaya Mandir Road, P.O. Garia, P.S. Sonarpur, Kolkata – 700 084, a partner of the firm died intestate on 01/01/2015 and thereafter the partners (also the sons of said deceased) executed a Reconstituted Partnership Deed on 29<sup>th</sup> day of January, 2015 and thus the said **SRI PARVEEN AGARWAL, SRI BIKASH AGARWAL** and **SRI BIKASH AGARWAL** became the partners of the said Partnership firm.

**AND WHEREAS** after completion of the said construction work of the said building consisting of several independent residential flat/car parking spaces and other spaces etc. at the said Premises, the Owners Allocations as per the said two Development Agreements dated 07/08/2013 and 17/01/2014 were handed over to the said Vendors herein, by the Developer/Builder and after taking possession of the OWNERS' ALLOCATIONS mentioned in the aforesaid two Agreements, the rest portion of the said building remains as the Developer's Allocations.

**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+III 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 PEBBLE BAY**” as per sanction plan duly sanctioned by Rajpur-Sonarpur Municipality at the said Property.

**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 together with **one .....** **car parking space** measuring more or less **120 sq. ft.** in the Ground Floor of the said G+III (**Ground plus Three**) storied building of the Said Building Project christened as “**RAJWADA PEBBLE BAY**”, being erected at the Said Property being Municipal Holding No. No. 450, Uttar Kumrakhali, Mouza- Kumrakhali, Police Station- Sonarpur, Post Office-Rajpur, South 24 Parganas, within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 27, 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** 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** of the said G+III storied building of the Said Building Project christened as "**RAJWADA PEBBLE BAY**", being erected at the Said Property being Municipal Holding No. No. 450, Uttar Kumrakhali, Mouza-Kumrakhali, Police Station- Sonarpur, Post Office-Rajpur, South 24 Parganas, within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 27, 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, outgoing 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 carpet area of ..... **Sq. ft.** situated at the ..... side on the ..... **floor** together with **one** ..... **Car parking space** measuring **more or less 120 sq. ft.** in the ground floor of the said G+III storied building of the Said Building Project, being erected at the Said Property being Premises/Holding No. 450, Uttar Kumrakhali, Mouza- Kumrakhali, Police Station-

Sonarpur, Post Office - Narendrapur, within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 27, 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 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-Sonarapur 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 Bastu land measuring an area more or less 17 Kathas 5 Chittaks 42 Sq. Ft. lying at lying and situate at Mouza – Kumrakhali, J.L No. 48, comprised in R.S. Dag No. 413 corresponding to L.R. Dag No. 432, R.S. Khatian No. 623 & 626, L.R. Khatian Nos. 2840, 2841, 2842, 2843, 2838, 2837, 2839, 3042

& 3043 within the limits of the Rajpur-Sonarapur Municipality, Ward No. 27, Holding No. 450, Uttar Kumrakhali, P.S. – Sonarapur, District South 24 Parganas, Kolkata - 700103 and the proposed building shall be constructed by the Developer herein as per building plan sanctioned by Rajpur-Sonarapur Municipality and at the cost of Developer. The property is butted and bounded by :-

- ON THE NORTH** : R.S. Dag No. 411 & 412.  
**ON THE SOUTH** : R.S. Dag No. 414 & 12 Ft. wide Road.  
**ON THE EAST** : R.S. Dag No. 416.  
**ON THE WEST** : R.S. Dag No. 404.

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

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

**ALL THAT** Flat No. .... admeasuring ..... **sq. ft.** carpet 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 of the said G+III 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.** Plan No. 407/CB/27/45 dated 03/07/2014 valid up to 03/07/2017, sanctioned by Rajpur-Sonarapur Municipality, Ward No. 27, Holding No. 450, Uttar Kumrakhali, 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. Stair, Lift, 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.

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**SIGNATURE OF THE VENDORS**

2.

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**SIGNATURE OF THE PURCHASER**

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**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. 450, Uttar Kumrakhali, 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 &amp; Car Parking Amount</u>	<u>S. Tax/GS T</u>	<u>Chq. Amount</u>

**Rs. .... /- (Rupees ..... Only)**

**SIGNED, SEALED & DELIVERED**

in presence of the following

**WITNESSES :**

- 1.
- 2.

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**SIGNATURE OF THE DEVELOPER**