

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this the       day of  
**Two Thousand Eighteen (2018).**

**BETWEEN**

(1) **SRI GOBINDA CHANDRA DAS, (PAN- BBWPD7755H)**, by occupation- Service, (2) **SRI GOPAL DAS, (PAN- BAKPD2378B)**, by occupation- Business, (3) **SRI SHAMBHUNATH DAS, (PAN- BFZPD2646Q)**, by occupation- Business, (4) **SRI RABINDRA NATH DAS @ RABIN DAS, (PAN- BDKPD7038K)**, by occupation- Business, (5) **SRI KARTICK CHANDRA DAS, (PAN- ALIPD5010C)**, by occupation- Business, No. 1 to 5 are sons of Late Manik Chandra Das, (6) **SMT. MENOKA MONDAL, (PAN- CFDPM5160D)**, wife of Late Madan Mohan Mondal, by occupation- Housewife, (7) **SRI SAMIR DAS, (PAN- BCSPD3115L)**, son of Late Haranath Das, by occupation- Business, (8) **SRI PRABHAT DAS, (PAN- CGQPD1915H)**, son of Late Haranath Das, by occupation- Business, and (9) **SMT. LAKSHI DAS, (PAN- CHAPD5458C)**, wife of Late Haranath Das, by occupation –Housewife, all by faith-Hindu, all by Nationality - Indian, all residing at Vivekananda Sarani, Ukhila Paikpara, P.O. Narendrapur, P.S. Sonarpur, District South 24 Parganas Kolkata – 700103, being represented by their constituted Attorney **M/s. RAJWADA GROUP, (PAN- AALFR5460J)**, a Partnership Firm, having its registered office at 26, Mahamaya Mandir Road, P.O.- Garia, P.S. Sonarpur, Kolkata – 700084, duly represented by its authorized signatory **SRI BIKASH AGARWAL, (PAN- AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, by virtue of a Power of Attorney which was duly registered on 22/06/2015, before the office of the D.S.R.-IV at Alipore, and recorded in its Book No. I, Volume No. 1604-2015, Pages from 22467 to 22521, Being No. 160404878 for the year 2015 and (10) **M/S. RAJWADA GROUP, (PAN- AALFR5460J)** a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, P.O.-Garia, P.S. Sonarpur, Kolkata- 700 084, duly 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, Garia, Post Office- Garia, Police Station- Sonarpur, Kolkata-700 084 hereinafter

referred to as the ‘**OWNERS**’ (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

**MR./MRS.** ....., (**PAN** - .....), son/daughter/wife of ....., by occupation - ....., by faith ....., by nationality - ....., residing at ....., hereinafter called and referred to as the “**PURCHASER/S**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

**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. I, 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 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 called and referred to as the “**DEVELOPER/CONFIRMING PARTY**” (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** The Land Owners are lawfully seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and

parcel of land measuring more or less **138.85** decimals (the split up of the land being :- 4.3 decimals of Sali land of R.S. Dag No.43, L.R. Dag No. 46, R.S. Khatian No. 261+ 38 decimals of Danga land of R.S. Dag No. 45, L.R. Dag No. 48, R.S. Khatian No. 413+ 38 decimals of Danga land of C.S. Dag No. 47, R.S. Dag Nos. 47 & 47/1126, L.R. Dag No. 50, R.S. Khatian No. 262+ 13 decimals of Danga land of R.S. Dag No. 48, L.R. Dag No. 52, R.S. Khatian No.883+ 14 decimals of Danga land of RS Dag No. 48/1127, L.R. Dag No. 51, RS Khatian No. 833+ 29.550 decimals of Danga land of R.S. Dag No. 49, L.R Dag No. 53, R.S. Khatian No. 910 + 2 decimals of Doba Land of R.S. Dag No.50, L.R. Dag No. 54, R.S. Khatian No. 262) along with 100 sq. ft. dilapidated structure standing thereon situate and lying at Mouza- Ukhila Paikpara, J.L. No. 56, Pargana- Medanmolla, R.S. No. 451, Touzi No. 109, Additional District Sub-Registrar office at Sonarpur, Ward No. 26, under Rajpur- Sonarpur Municipality, comprising in R.S. Dag No. 43, 45, 47, 47/1126, 48, 48/1127, 49 & 50, corresponding to L.R. Dag Nos. 46, 48, 50, 51, 52, 53 & 54, R.S. Khatian Nos, 261, 413, 262, 833 & 910, corresponding to L.R. Khatian Nos. 103, 1548, 1549, 1550, 1551, 1552, 1553, 1554 & 2103 under Police Station- Sonarpur, District South 24 Parganas (hereinafter called the said Premises) by inheritance, exchange and gift, fully described in the **FIRST SCHEDULE** hereunder written.

**AND WHEREAS** one Jadunath Das was seized and possessed of Or otherwise well and sufficiently entitled to all that property in Ukhila paikpara Mouza, J.L. no. 56, under Police Station Sonarpur, District South 24 Parganas 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** the said Jadunath Das died intestate leaving behind him three sons, Sri Upendra Nath das, Sri Sanatan Das and Manick Lal Das alias Manick Chandra Das as his joint legal heirs and successors.

**AND WHEREAS** the said Upendra Nath Das, Sri Sanatan Das and Manick Chandra Das executed a deed of partition on

14/04/1963, registered at S.R. baruipur and recorded in Book No. I, Being no. 4106 for the year 1963.

**AND WHEREAS** after partition, the said Sri Manik Chandra Das being the third party of the said partition deed and he also got the property in schedule 'Ga' of the said partition, Being no. 4106 for the year 1963.

**AND WHEREAS** the said Manick Chandra Das died intestate leaving behind him his wife Smt. Ashalata Das, Sri Haranath Das (since deceased), Sri Gobinda Chandra Das,(Owner no. 1 herein), Sri Gopal Das(Owner no. 2 herein), Sri Shambhu Nath Das(Owner no.3 herein), Sri Rabindra Nath Das (Owner no. 4 herein), Sri Kartick Chandra Das(Owner no. 5 herein) and one daughter Smt. Menaka Mondal (Owner no. 6 herein) as his joint legal heirs and successors.

**AND WHEREAS** Sanatan das died intestate leaving behind him his legal heirs and successors namely his wife Malati Das, three sons Nilratan das, Ganesh Chandra Das, Shankar Das and one son Nilratan Das.

**AND WHEREAS** the said successors of Late Sanatan Das and the said successors of Manick Chandra Das executed a deed of exchange on 20/08/2010, Being No. 9826 for the year 2011 and recorded in Book No. -I, Volume No. -23, pages from 2262 to 2281 at Sonarpur Additional District Sub-Registrar office and after exchange, the said successors of late Manick Chandra Das got the property in Dag no. 47, 47/1126, 48/1127, 49 and 50 of Mouza- Ukhilapaikpara, J.L. No. 56 under Police Station Sonarpur, District South 24 Parganas.

**AND WHEREAS** said smt. Ashalata das transferred her share in Dag nos. 43, 45, 47, 47/1126, 48, 48/1127, 49 and 50 of Mouza-Ukhilapaikpara to his son Sri Gobinda Chandra Das (Owner no. 3 herein) by virtue of a Gift Deed dated 20/08/2011, Being No. 9827 for the year 2011, registered at Sonarpur Additional District Sub-Registrar, office.

**AND WHEREAS** thus the said Sri Haranath Das (since deceased), Sri Gobinda Chnadra Das (Owner no. 4 herein), Sri Gopal Das (Owner no. 5 herein), Sri Shambhu Nath Das (Owner no. 6 herein), Sri Rabindranath Das (Owner no. 7 herein), Sri Kartick Chandra Das (Owner no. 8 herein) and Smt. Menaka Mondal (Owner no. 9 herein) became the absolute joint owners of the land measuring more or less 99 decimals out of 138.850 decimals (the split up of the land being:- 3 decimals of Sali land out of 4.3 decimals of R.S. Dag No. 43, L.R. Dag No. 46, R.S. Khatian No. 261+ 37 decimals of Danga land out of 38 decimals of R.S. Dag No. 45, L.R. Dag no. 48, R.S. khatian no. 413 + 24 decimals of danga land out of 38 decimals of C.S. Dag no. 47, R.S. Dag nos. 47 & 47/1126, L.R. Dag no. 50, R.S. khatian no. 262 + 12 decimals out of 13 decimals of danga land of R.S. Dag no. 48, L.R.Dag no. 52, R.S. khatian no. 833 + 4 decimals out of 14 decimals of danga land of R.S. Dag no. 48/1127, L.R. Dag No. 51, R.S. khatian no. 833 + 18 decimals out of 29.550 decimals of danga land of R.S. Dag no. 49, L.R. Dag no. 53, R.S. Khatian no. 910 + 1 decimal of doba land out of 2 decimals of R.S. Dag no. 50, L.R. Dag no.54, R.S. khatian no. 262) along with 100 Sq.ft. dilapidated structure standing thereon situate and lying at Mouza- Ukhilapaikpara, J.L. no. 56, Pargana- Medanmolla, R.S. no. 451, Touzi no. 109, Additional District Sub-Registrar office at Sonarpur, Ward no. 26 under Rajpur-Sonarpur Municipality, comprising in R.S. Dag nos. 43, 45, 47, 47/1126, 48, 48/1127, 49 and 50, corresponding to L.R. Dag nos. 46, 48, 50, 51, 52, 53 & 54, R.S. Khatian nos. 261, 413, 262, 833 and 910, L.R. Khatian nos. 103, 1548, 1549, 1550, 1551, 1552, 1553, 1554 under P.S. Sonarpur, District South 24 Parganas.

**AND WHEREAS** the Owner no. 10 herein, M/S Rajwada Group also the Developer herein, purchased the land measuring more or less 19.60 decimals lying and situated at Mouza-Ukhilapaikpara, comprised in R.S. Dag nos, 47, 47/1126, 50, 49, 48/1127 corresponding to L.R. Dag Nos. 50, 54, 53 & 51 from the then owner Smt Malati Das and Smt Kalyani Das, being the legal heirs of Late Sanatan Das, by and under a deed of sale which was duly registered on 26/08/2011 before the office of the Additional District Sub-

Registrar at Sonarpur and recorded in its Book no. I, Volume No. 23, Pages from 4488 to 4503, Being no. 09943 for the year 2011.

**AND WHEREAS** the Vendor no. 10 herein, M/S Rajwada Group also the Developer herein, also purchased the land measuring more or less 16.95 decimals, situated at Mouza-Ukhilapaikpara, comprised in R.S. Dag nos. 47/1126, 50, 49, 48/1127 corresponding to L.R. Dag nos. 54, 53 & 51 appertaining to R.S. khatian nos. 262, 833, 910 from the then owners Sri Nilratan Das, Sri Ganesh Chandra Das and Sri Sankar Das, all sons and being the legal heirs of Late Sanatan Das by and under a deed of sale which was duly registered on 23/08/2011 before the office of the Addition District Sub-Registrar at Sonarpur and recorded in Book no. I, CD volume no. 23, at Pages from 3158 to 3173, Being no. 9815 for the year 2011.

**AND WHEREAS** the Vendor no. 10 herein, M/S Rajwada Group also the Developer herein, also purchased another adjoining plot of land measuring more or less 3 decimals comprised in R.S. Dag no. 43, 45, 48, corresponding to L.R. Dag nos. 46, 48 & 52, appertaining to R.S. khatian no. 261, 413, 833, L.R. Khatian Nos. 103, situated at Mouza- Ukhilapaikpara, Police Station- Sonarpur, District- South 24 Parganas from the then owner Smt. Ashalata Dasi, being the legal heir of Manick Chandra Das, which was duly registered on 23/08/2011 before the office of the Additional District Sub-Registrar at Sonarpur and recorded in its Book no. I, CD Volume no. 23, at Pages from 3121 to 3132, Being no. 9812 for the year 2011.

**AND WHEREAS** by virtue of the aforesaid three separate deeds the said Vendor no. 10 also the Developer herein became the absolute owner of the land measuring more or less 39.55 comprised in R.S. Dag nos. 43, 45, 47, 47/1126, 48, 48/1127, 49 & 50 corresponding to L.R. Dag Nos. 46, 48, 50, 52, 51, 53 & 54 appertaining to R.S. khatian nos. 261, 413, 833, 910 & 262 of Mouza- Ukhilapaikpara, J.L. no. 56, under Police Station Sonarpur, District South 24 Parganas.

**AND WHEREAS,** that the said **M/S. RAJWADA GROUP,** (the Vendor No.10) mutated their name in the Record of Rights, under **L.R. Khatian No. 2103.**

**AND WHEREAS** the said Sri Haranath Das (since deceased), Sri Gobinda Chnadra Das (Owner no. 4 herein), Sri Gopal Das (Owner no. 5 herein), Sri Shambhu Nath Das (Owner no. 6 herein), Sri Rabindranath Das (Owner no. 7 herein), Sri Kartick Chandra Das (Owner no. 8 herein), Smt. Menaka Mondal (Owner no. 9 herein) and M/S. RAJWADA GROUP, (the Vendor No.10 herein) were desirous of developing their aforesaid property measuring more or less 138.85 decimals of land by constructing a multi-storied building according to modern test, design and architecture in accordance with the building plan to be sanctioned by the authority of Rajpur-Sonarpur Municipality and as such they entered into a development agreement with M/S Rajwada Group, a partnership firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Police Station Sonarpur, Kolkata-700 084, duly represented by its the then partners namely, (1) Sri Rajendra Kumar Agarwal, son of Late Bhagirath Mal Agarwal, (2) Sri Parveen Agarwal, (3) Sri Bikash Agarwal and (4) Sri Raj Kumar Agarwal, 2-4 are sons of Rajendra Kumar Agarwal, all are by faith- Hindu, by Nationality- Indian, by Occupation- Business, Residing at "Narendra Bhaban", Kamalgazi, P.O.- Narendrapur, Police Station-Sonarpur, District- South 24 Parganas, Kolkata- 700103, which was duly registered on 17/12/2012 before the office of the Additional District Sub-Registrar at Sonarpur, and recorded in its Book no. I, CD Volume no. 29, at Pages from 1173 to 1203, Being no. 13053 for the year 2013 and also executed a development power of attorney unto and in favour of said M/S Rajwada Group, which was duly registered on 17/12/2012 before the office of the Additional District Sub-Registrar at Sonarpur and recorded in its Book no. I, Volume No. 29, Pages from 1156 to 1172, Being no. 13054 for the year 2013.

**AND WHEREAS** as per the Development Agreement and Development Power of Attorney said M/S Rajwada Group the vendor no. 10 also the Developer herein, sanctioned a building plan from the authority of Rajpur-Sonarpur Municipality vide plan no. **1945/CB/26/13** dated 25/02/2014 valid upto 25/02/2017 for construction of said One Tower of G+XII & Two Towers of B+G+XI storied buildings on the property of the Owners which is more fully

described in the First Schedule hereunder written hereinafter referred to as the “**Said Property**”.

**AND WHEREAS** the constitution of partnership firm M/S Rajwada Group is changed with affect 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, Police Station- 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 29<sup>th</sup> day of January and thus the said Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal become the partners of the said partnership firm namely M/S Rajwada Group and the said firm now represented by its authorized 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, Police Station-Sonarpur, Kolkata-700 084.

**AND WHEREAS** Haranath das died intestate on 22/02/2015 leaving behind his wife Smt. Lakshmi Das (Owner no. 1 herein) two sons namely Sri Samir Das (Owner no. 3 herein) & Sri Prabhat Das (Owner no. 2 herein) and

**AND WHEREAS** according to the change in circumstances, as stated above the owners herein, thought fit and expedient to further appoint constituted attorney for looking after said property and day to day work of the development process.

**AND WHEREAS** after demise of said Haranath Das the aforesaid Development Power Of Attorney automatically cancelled and /or revoked but for the smooth progress of the construction work on the said premises the owners herein including the legal heirs of said Late Haranath Das also executed and registered a new Development Power of attorney unto and in favour of said M/S Rajwada Group, which was duly registered on 22/06/2015 before the office of the D.S.R-IV at Alipore and recorded in its Book no. I, volume no. 1604-2015, Pages from 22467 to 22521, Being no. 160404878 for the year 2015.

**AND WHEREAS** after completion of the said construction work of the said building consisting of several independent residential flats/car parking spaces/shop spaces and other spaces etc. at the said premises, the owners' allocations as per the said agreement dated 17/12/2012 was handed over to the said Vendors/Owners herein, by the Developer and after taking possession of the Owners' Allocations mentioned in the said agreement dated 17/12/2012, the rest portion of the said building remains as the Developer's Allocations.

**AND WHEREAS** the Developer herein has completed the construction work of the said One Tower of G+XII & Two Towers of B+G+XI 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 Springfield**" as per sanction plan duly sanctioned by Rajpur-Sonarpur Municipality at the said Property and has also obtained Completion Certificate along with Completion Plan being no. **32/COMP/CB/26/55** dated 11.06.2018 from the said Rajpur-Sonarpur Municipality.

**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 it5s Book. No. \_\_\_\_\_, Volume No. \_\_\_\_\_, pages from \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year \_\_\_\_\_ made between the Purchasers herein and the Vendors/Owners herein and the Developer/Confirming Party herein, the Purchaser/s herein agreed to

purchase one self-contained Flat being no. ....., measuring ..... **Sq. ft.** being the carpet area be the same a little more or less situated at the ..... side on the ..... **Floor** together with ..... **Car parking space** measuring an area of ..... **Sq. ft.** more or less on the Ground floor of the said **G+.....** storied Building **Block** - ..... of the Said Project christened as **“RAJWADA SPRINGFIELD”**, being erected at the Said Property being Municipal Holding no. 57, Vivekananda Sarani, Mouza- Ukhila Paikpara, P.S. - Sonarpur, Kolkata-700 103, District South 24 Parganas, 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** in **Block-.....** more fully delineated in the map or plan annexed hereto hatched in colour RED together with **one covered car parking space** measuring more or less ..... sq. ft. in the ..... in Block- ..... of the said **G+ .....** storied building of the Said Building Project christened as **“RAJWADA SPRINGFIELD”**, being erected at the Said Property being Municipal Holding no. 57, Vivekananda Sarani, Mouza- Ukhila Paikpara, P.S. - Sonarpur, Kolkata-700 103, District South 24 Parganas, within the jurisdiction of Rajpur-Sonarpur Municipality, Ward no. 26 (formerly 24), Kolkata- 700103 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 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 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 dated ..... and in consideration of the said sum of **Rs.** ...../- **(Rupees .....only)** truly paid by the Purchasers 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** in **Block-** ..... together with **one covered Car parking space** measuring **more or less** ..... **sq. ft.** in the ..... of **Block-**..... of the said **G+**..... storied building of the Said Building Project, being erected at the Said Property being Premises/Holding No. 57, Vivekananda Sarani, P.S.-Sonarpur, P.O. Narendrapur, South 24 Parganas, within the jurisdiction of Rajpur-Sonarpur Municipality, Ward No. 26(formerly 24), Kolkata-700103, 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 **Tenth Floor** and the said car parking space at the basement in Block-C 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 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 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 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 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 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 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 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 the same and if the same is paid by the Purchasers 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 Purchasers and the Purchasers 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 Purchasers 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 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 to the extent of description or other particulars of the said property.
  - 6.** The Purchasers, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat and car parking space.
  - 7.** The Purchasers 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 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. Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Owners/Vendors about the correctness of the owners/Vendors' title, which if found defective or untrue at any time, the owners/Vendor, shall forthwith, take all necessary steps to remove and/or rectify the same.

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

**ALL THAT** piece and parcel of land measuring 138.850 decimals (the split up of the land being :- 4.3 decimals of Sali land of R.S. Dag No.43, L.R. Dag No. 46, R.S. Khatian No. 261+ 38 decimals of Danga land of R.S. Dag No. 45, L.R. Dag No. 48, R.S. Khatian No. 413+ 38 decimals of Danga land of C.S. Dag No. 47, R.S. Dag Nos. 47 & 47/1126, L.R. Dag No. 50, R.S. Khatian No. 262+ 13 decimals of Danga land of R.S. Dag No. 48, L.R. Dag No. 52, R.S. Khatian No.883+ 14 decimals of Danga land of RS Dag No. 48/1127, L.R. Dag No. 51, RS Khatian No. 833+ 29.550 decimals of Danga land of R.S. Dag No. 49, L.R. Dag No. 53, R.S. Khatian No. 910 + 2 decimals of Doba Land of R.S. Dag No.50, L.R. Dag No. 54, R.S. Khatian No. 262) along with B+G+XI and G+XI storied buildings in different blocks standing thereon situate and lying at Mouza – Ukhila Paikpara, J.L. No. 56, Pargana – Medanmolla, R.S. No. 451, Touzi No. 109, comprised in R.S. Dag No. 43, 45, 47, 47/1126, 48, 48/1127, 49 & 50, corresponding to L. R. Dag Nos. 46, 48, 50, 51, 52, 53 & 54, appertaining to R.S. Khatian no. 261, 413, 262, 833 & 910, corresponding to L. R. Khatian Nos. 103, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 2103, being Municipal Holding No. 57, Vivekananda Sarani, under Rajpur

Sonarpur Municipality, ward No. 26, P.S. Sonarpur, Sub-registry / A.D.S.R. office at Sonarpur, in the District of south 24- Parganas, butted and bounded as follows :-

On the North	:-	Sherwood Estate
On the South	:-	Vacant land
On the East	:-	Sherwood Estate
On the West	:-	E.M. Bye Pass Road.

The name of the said proposed building project above is known, called and named **“RAJWADA SPRINGFIELD”**.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Description of the Flat)**

**ALL THAT** Flat No. .... admeasuring ..... **sq. ft.** carpet area on the ..... **Floor** on the ..... side consisting of ..... Bed rooms, ..... Dining / Drawing room, ..... Kitchen, ..... Toilets, ..... Verandah together with **one covered car parking space in the .....** measuring ..... sq. ft. more or less in **Block – .....** of the said G+..... 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. **1945/CB/26/13** dated 25/02/2014 and Completion Plan being no. **32/COMP/CB/26/55** dated 11.06.2018, both sanctioned by Rajpur-Sonarpur Municipality, Ward No. 26, Holding No.57, Vivekananda Sarani, P.S. -Sonarpur, 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, staircase, stair-head room, landing lobbies roof.
3. The foundation columns, girders, beams, supports, main wall, the main gate and passage leading to the building and staircase.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.
7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes (save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.
13. Lift, Gymnasium, Swimming pool, Children's park, Indoor Games room, Community Hall, Generator and Power backup, CCTV, Water Filtration Plant and intercom facility in common areas etc. for the said Complex.

**FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Common expenses)**

1. **MAINTENANCE:** All expenses for cleaning sweeping maintaining white washing, painting, repairing, renovating and replacing the including sanitary and plumbing.
2. **OPERATION:** All expenses for running and operating all machineries equipments and installation in common parts, water pump with motor and lighting the common areas generator if any include the costs of repairing renovating and replacing the same.
3. **INSURANCE:** Insurance premium against fire, riot, stick, malicious damage, earthquake etc. risks covering the said flat and the said building.
4. **MUNICIPAL LAND REVENUE AND OTHER TAXES :** Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.
5. **STAFF:** The Salaries or all other expenses for the staff employee or to be employed for common purpose including their bonus. If any and other emoluments benefits.
6. **FLAT OWNERS ASSOCIATION:** Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.
7. **RESERVE:** Creation of funds for replacement renovation and/or periodic expenses.
8. **OTHER:** All other expenses and/or outgoing 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 ad seals on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

At Kolkata

**WITNESSES :**

1.

---

**SIGNATURE OF THE VENDORS**

2.

---

**SIGNATURE OF THE PURCHASERS**

---

**SIGNATURE OF THE DEVELOPER**

**Drafted by :**

Advocate

Alipore Judges Court

**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 covered car parking space of the building Premise/Holding No. 57, Vivekananda Sarani, Kolkata - 700103 together with undivided proportionate share or interest in the land underneath as per memo below:-

<b><u>Srl. No.</u></b>	<b><u>Cheque No.</u></b>	<b><u>Date</u></b>	<b><u>Bank</u></b>	<b><u>Flat &amp; Car Parking Amount</u></b>	<b><u>Chq. Amount</u></b>	<b><u>TDS</u></b>
1						
2						
3						
4						

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

**SIGNED, SEALED & DELIVERED**

in presence of the following

**WITNESSES :**

1.

2.

---

**SIGNATURE OF THE DEVELOPER**