

**DEED OF CONVEYANCE**

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

Two Thousand ..... (201    )

**BETWEEN**

**M/S. GODAWARI LAND & REAL ESTATE PVT. LTD.**, a Private Limited company registered under Companies Act 1956 registered office at 26/1, School Row, Kolkata- 700 025, represented by or acting through its constituted Attorney **M/S. RAJWADA GROUP (PAN- AALFR5460J)** a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Ppolice Station Sonarpur, Kolkata-700 084, having 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, Police Sstation Sonarpur, Kolkata- 700 084, and also residing at “Narendra Bhawan”, Kamalgazi, P.O. Narendrapur, Police Station - Sonarpur, District-South 24-Parganas, Kolkata- 700 103, by virtue of a **Development Power of Attorney** registered on 8/11/2012 before the office of the D.S.R.- IV at South 24 (Parganas) and recorded in its Book No. I, C.D. Volume No. 30, Pages from 3377 to 3394, Being No. 08827 for the year 2012, hereinafter called and referred to as the **“OWNER/VENDOR”** (which term and expression shall unless excluded by or repugnant to the subject and context be deemed to mean and include its successors-in-office, executors, administrators, successors 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, Police Station Sonarpur, Kolkata - 700 084, duly represented by its Partners namely, **(1) SRI PARVEEN AGARWAL, (2) SRI BIKASH AGARWAL and (3) SRI RAJ KUMAR AGARWAL**, all are sons of Late Rajendra Kumar Agarwal, all are 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 "Narendra Bhawan", Kamalgazi, P.O. Narendrapur, Police Station Sonarpur, District-South 24-Parganas, Kolkata- 700 103, the Partner Nos. 1 and 3 i.e. **SRI PARVEEN AGARWAL** and **SRI RAJ KUMAR AGARWAL** represented by their Constituted Attorney the Partner No. **2 SRI BIKASH AGARWAL**, by virtue of a General Power of Attorney which was registered on 29/01/2015 before the office of the Additional District Sub-Registra at Garia and recorded in its Book No. IV, CD. Volume No. 1, Pages from 207 to 216, Being No. 00021 for the year 2015, 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 its successors, successors-in-interests and assigns) of the **THIRD PART.**

**WHEREAS** by an Indenture dated 19th day of December, 2002, registered in the office of the District Sub Registrar – IV, South 24 Parganas and recorded in its Book No. I, Volume No.3, Pages 3485 to 3495, Being No.-00529 for the year 2006 one Smt. Malti Gupta, wife of Late Motilal Gupta mentioned therein as Vendor sold transferred and conveyed all that piece and parcel of land measuring 3 Cottahs 7 Chittacks and 3 Sq. Ft. more or less and comprised in portion of C.S. and R.S Dag No. 1486, L.R Dag No. 1565, C.S. and R.S. Khatian No. 264, Hal Khatian No. 1279 all situated under R.S. No. 131, J.L. No. 48, Touji No. 256 in Mouza - Kumrakhali, Police Station – Sonarpur, of The Rajpur Sonarpur Municipality, Sub Registry Office at Sonarpur, District 24 Parganas (South)

to M/s. Godawari Land & Real Estate Pvt. Ltd., mentioned therein as Purchaser at or for a valuable consideration mentioned there under.

**AND WHEREAS** by an Indenture dated 19th day of December , 2002 registered in the office of the District Sub Registrar IV, South 24 Parganas at Alipore in Book No. I , Volume No. 3 , Pages 3496 to 3506, Being No. 00530 for the year 2006, one Smt. Malti Gupta, wife of Late Motilal Gupta, mentioned therein as the Vendor, sold conveyed and transferred all that the piece or parcel of land measuring 6 Cottahs 10 Chittacks and 26 Sq. Ft. more or less comprised in Mouza – Kumrakhali, J.L. No.48, Touji No. 256, under R.S. No.131, in portion of C.S. and R.S. Dag No -1488, appertaining to C.S. and R.S. Khatian No. 260, corresponding to L.R. Dag No. 1567, Police Station – Sonarpur, within Ward No. 27 (previously 25), of The Rajpur Sonarpur Municipality, Sub Registry office at Sonarpur, District 24 Parganas (South) to M/s. Godawari Land & Real Estate Pvt. Ltd. mentioned therein as Purchaser at or for a valuable consideration mentioned there under.

**AND WHEREAS** by an Indenture dated 19th day of December, 2002 registered in the office of the District Sub Registrar– IV at 24 pgs (South) and recorded in Book No. I, Volume No. 3, Pages 3521 to 3533, Being No. 00532, for the year 2006 one Gaya Prasad Motilal Gupta Trust of Charitable, represented by its Trustees namely (i) Smt. Malti Gupta wife of Late Motilal Gupta and (ii) Sri Sanjay Kumar Gupta son of Late Motilal Gupta mentioned therein as Vendor sold transferred and conveyed all that piece and parcel of land measuring 13 Cottahs 10 Chattacks and 0 Sq.ft. more or less and comprised in portion of C.S. and R.S. Dag No. 1487 , L.R Dag No.1566, C.S. Khatian No. 206 and R.S. Khatian No. 264, all situated under R.S. No. 131, J.L. No. 48 , Touji No. 256 in Mouza– Kumrakhali, Police Station– Sonarpur, within Ward No. 27 (previously 25), of The Rajpur Sonarpur Municipality, Sub Registry office at Sonarpur, District 24 Parganas (South) to M/s. Godawari Land & Real Estate Pvt. Ltd.,

mentioned therein as Purchaser at or for a valuable consideration mentioned there-under.

**AND WHEREAS** by an Indenture dated 7th day of April, 2003 registered in the office of the District Sub Registrar – IV south 24 Parganas and recorded in Book No. I, Volume No. 3, Pages 3474 to 3484, Being No. 00528, for the year 2006 one Sri Sanjay Kumar Gupta, son of Late Motilal Gupta mentioned therein as Vendor sold transferred and conveyed all that piece and parcel of land measuring 6 Cottahs 5 Chittacks and 00 Sq. Ft. more or less and comprised in portion of C.S. and R.S. Dag No. 1487, appertaining to R.S Khatian No. 264, L.R Dag No. 1566, and all situated under R.S. No. 131, J.L. No. 48, Touji No. 256 in Mouza – Kumrakhali, Police Station–Sonarpur, within Ward No- 27 (previously 25) of The Rajpur-Sonarpur Municipality, Sub Registry office at Sonarpur, District 24-Parganas (South) to M/s. Godawari Land & Real Estate Pvt. Ltd., mentioned therein as Purchaser at or for a valuable consideration mentioned there under.

**AND WHEREAS** by an Indenture dated 10th day of April, 2003 registered in the office of the District Sub Registrar– IV at South 24 Parganas and recorded in Book No. I , Volume No. 3, Pages 3447 to 3457, Being No. 00526, for the year 2006 one Sri. Manoj Kumar Gupta, son of Late Motilal Gupta mentioned therein as Vendor sold transferred and conveyed all that piece and parcel of land measuring 7 Cottahs 11 Chittack and 0 Sq. Ft. more or less and comprised in portion of C.S. and R.S. Dag No. 1489, R.S. Khatian No. 206, and all situated under R.S. No. 131, L.R Dag No. 1568 , J. L. No. 48, Touji No. 256 in Mouza– Kumrakhali, Police Station– Sonarpur, within Ward No. 27 (previously 25), of The Rajpur Sonarpur Municipality, Sub Registry office at Sonarpur, District 24 Parganas (South) to M/s. Godawari Land & Real Estate Pvt. Ltd., mentioned therein as Purchaser at or for a valuable consideration mentioned there under.

**AND WHEREAS** The said M/s. Godawari Land & Real Estate Pvt. Ltd. after its purchase as aforesaid mutated its name in the records of the B.L. & L.R.O. at Sonarpur and also got Mutation in its name in the records of Rajpur Sonarpur Municipality Ward No. 25, in respect of the total land measuring 37 Cottahs 11 Chittack and 29 Sq. Ft. (Block 1, 2 and 3) be the same a little more or less together with existing buildings thereon, situate, lying at and being amalgamated into Municipal Holding No.1159, Kumrakhali, Police Station–Sonarpur, Kolkata– 700 103, within Ward No. 27 (previously 25), of the Rajpur Sonarpur Municipality, District South 24-Parganas.

**AND WHEREAS** In the manner stated above and in the circumstances referred to above the Vendor herein, have become the absolute Owner of the said land measuring 37 Cottahs 11 Chittaks and 29 Sq. Ft. (Block 1, 2 & 3) be the same a little more or less together with existing buildings thereon, situate, lying at and being amalgamated into Municipal Holding No. 1159, Kumrakhali, Police Station– Sonarpur , Kolkata – 700 103, within Ward No. 27 (previously 25), of The Rajpur Sonarpur Municipality, hereinafter called the “Said Premises” fully described in the First Schedule hereunder written and the right, title and interest of the Vendor herein is free from all encumbrances of any and of every nature whatsoever but not limited to any mortgage, liens, charges, revisionary right , testamentary right, covenant for maintenance, right of residence, lispence etc.

**AND WHEREAS** the Owner/the Party of the First Part desire to promote his entire land and property but due to lack of experience and paucity of fund, the said Vendor herein, entered into a Development Agreement on 08/11/2012 to promote his property 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 Partners namely, **(1) SRI RAJENDRA KUMAR**

**AGARWAL (2) SRI PARVEEN AGARWAL, (3) SRI BIKASH AGARWAL and (4) 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, Police Station Sonarpur, Kolkata- 700 084, the Developer herein, which was registered on 8/11/2012 before the office of the D.S.R.- IV at Alipore and recorded in its Book No. I, Volume No. 30 Pages 3464 to 3503 Being No. 8828 for the year 2012.

**AND WHEREAS** the said Owners/Vendors herein also executed and registered a Development Power of Attorney unto and in favour of "**M/S. RAJWADA GROUP**", a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, duly represented by its Partners namely, **(1) SRI RAJENDRA KUMAR AGARWAL (2) SRI PARVEEN AGARWAL, (3) SRI BIKASH AGARWAL and (4) SRI RAJ 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, the Developer herein, by and under a Power of Attorney which was duly registered on 17/07/2014 before the office of the D.S.R.- IV at 24 Pargana (South) and recorded in Book No. I, Volume No. 30, Pages from 3377 to 3394, Being No. 08827 for the year 2012.

**AND WHEREAS** the constitution of partnership firm **M/S. RAJWADA GROUP** has 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, 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 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 WHEREAS** as per the said Development Agreement and Development Power of Attorney, the said Developer on behalf of the Owners/Vendors duly sanctioned a building plan vide **883/CB/REV/27/80 Dated 16-08-2013** for construction of (G+VII) storied building under certain numbers of Block and/or Phase for Residential and commercial purposes at the said premises at the cost of the Developer and also the Developer has started the construction of the said building as per sanctioned building plan and also declares for absolute sale of those flats and car parking space.

**AND WHEREAS** the Developer herein has completed the construction work of the said G+VII storied buildings consisting of several independent residential flats/car parking spaces and other spaces etc. hereinafter referred to as the “**Said Building Project**” christened as “**RAJWADA GRAND**” as per sanction plan duly sanctioned by Rajpur-Sonarpur Municipality at the said Property and also obtained Completion Certificate vide No. **103/COMP/CB/27/100** dated 21.08.2018 from the 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 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 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 in Block No. .... of the said **G+VII (Ground plus Seven)** storied building of the Said Building Project christened as **“RAJWADA GRAND”**, being erected at the Said Property being Premises/Holding No. 1159, N. S. C. Bose Road, Mouza- Kumrakhali, Police Station- Sonarpur, Post Office - Narendrapur, within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 27 (formerly 25), 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 .....** **car parking space** measuring more or less 120 sq. ft. in the **Ground Floor** in Block- ..... of the said **G+VII** storied building of the Said Building Project christened as **“RAJWADA GRAND”**, being erected at the Said Property being Premises/Holding No. 1159, N. S. C. Bose Road, Mouza- Kumrakhali, Police Station- Sonarpur, Post Office - Narendrapur, within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 27 (formerly 25), Kolkata- 700 103, District South 24-Parganas, at or for a valuable consideration of **Rs. ..../- (Rupees ..... only)** and

the same is more fully and particularly described in the **SECOND SCHEDULE** hereunder written together with undivided, indivisible proportionate share in the land describe in the First Schedule hereto alongwith proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other open spaces, common path of the properties necessary and convenient to its ingress to and egress from, maintenance for common use, motor, pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection etc. which has been mentioned more fully and particularly in the **Third Schedule** hereunder written with lawful aforesaid consideration subject to the purchaser's undertaking to pay proportionally all the common charges, fees, duties, levies, taxes, rents, impositions, outgoings etc. which are required for the purpose of the said premises and also for the purposes of the said building along with other owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **Fourth Schedule** hereunder written.

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

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement dated ..... and in consideration of the said sum of **Rs. ..../- (Rupees ..... only)** truly paid by the Purchaser to the Owners/Vendors herein through the Developer/Confirming Party herein in the manner stated in the memo of consideration hereunder written, the receipt whereof the Owners/Vendors and the Confirming Party as Developer hereby do and each of them doth hereby admit, acknowledge and received

from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the Purchaser as well as the said Flat And Car Parking Space along with the undivided, indivisible and proportionate share and right, title and interest into the said land and premises with the facilities in common with other flat owner/s or occupiers thereto. The Owners/Vendors and the Developer /Confirming Party do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser **ALL THAT** one self contained flat being **Flat No. ....** containing a carpet area of **..... Sq. ft.** situated at the **.....** side on the **..... floor** in **Block- ....** together with **one ..... Car parking space** measuring **more or less 120 sq. ft.** in the ground floor of **Block-....** of the said **G+VII** storied building of the Said Building Project, being erected at the Said Property being Premises/Holding No. 1159, N. S. C. Bose Road, Mouza- Kumrakhali, Police Station- Sonarpur, Post Office - Narendrapur, within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 27 (formerly 25), Kolkata- 700 103, District South 24-Parganas which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the “**said Flat and Car Parking Space**” together with the undivided proportionate indivisible share in the land described in the **First Schedule** hereto together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and to have the right of user in common of all the roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors into or upon the said land proportionately agreeing to pay proportionate expenses for maintenance of the said common portion and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said flat on the **..... Floor** and the said car parking space at the Ground Floor in Block-

..... of the said building having right to use, occupy, own possess the said flat and car parking space as mentioned in **SECOND SCHEDULE** hereunder written exclusively, subject to the Purchaser's paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said Flat and Car Parking Space and other outgoings so long separate assessment is not made for the said **Flat and Car Parking Space** in the name of the Purchaser.

**The Vendors and the Developer do hereby covenant with the Purchaser as follows :-**

**1. NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the owners/Vendors have good and absolute right, title and authority to grant, convey, transfer, assign and assure all that the said Flat and Car Parking Space mentioned in the **SECOND SCHEDULE** hereunder written along with common area with amenities and facilities provided thereat and described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred unto the Purchaser in the manner aforesaid and that the owners/Vendors and the Developer/confirming party have not done or suffered knowingly from anything whereby the said flat and car parking space may be encumbered, affected or impeached in respect of the estate ,title or otherwise.

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

**3.** That the Purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat and car parking space without any let or hindrance, interruption, claim, disturbances or demand from or by the owners/Vendors

or the Developer/confirming party or any person or persons claiming through or under or in trust for the owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

**4.** All the taxes, land revenue and other impositions payable in respect of the said flat and car parking space up to the date of handing over the possession of the same to the Purchaser, shall be paid by the Owners/Vendors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the owners/Vendors to pay the same and if the same is paid by the Purchaser then it will be recoverable from Owners/Vendors prior to the date of delivery of possession of the said Flat and the Covered Car parking space unto and in favour of the Purchaser and the Purchaser shall pay the entire taxes and outgoings in respect of the said flat and car parking space after the instant Deed of Conveyance is registered, possession given subject to the formation of the Association as mentioned here to when the Purchaser shall pay the Government Rent and Municipal taxes and other outgoings exclusively for the said Flat and the Covered Car parking space and shall pay for all the common portions proportionately to the said Association as would be so directed .

**5.** The owners/Vendors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Purchaser for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.

**6.** The Purchaser, his heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat and car parking space.

7. The Purchaser shall not cause any obstruction to the others in any manner in the entrance or exit or to user of any common space in the premises, keep any dirt/rubbish/refuse etc. save and expect the place is reserved for the said purpose.
8. The Purchaser shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the Rajpur-Sonarpur Municipality.
9. That the Purchaser shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said flat and car parking space which may cause sound pollution/air pollution, smoke etc to the occupant of the other flats in the building.
10. That the Purchaser shall pay the proportionate share of premium of the Insurance for the said building if any.
11. The Purchaser shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners inclusive of the owners/Vendors (or previous land lord) herein.
12. Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Owners/Vendors about the correctness of the owners/Vendors' title, which if found defective or untrue at any time, the owners/Vendor, shall forthwith, take all necessary steps to remove and/or rectify the same.

**THE FIRST SCHEDULE REFERRED TO ABOVE**

**(Description of the land and Premises)**

**ALL THAT** piece or parcel of land measuring 37 Cottah 11 Chittaks and 29 Sq. Ft. be the same a little more or less Bastu Land (the split up of the land being 3 Cottah 7 Chittaks and 3 Sq. Ft. in C.S. Dag & R.S Dag No. 1486 corresponding to L.R. Dag No. 1565 comprised under C.S. and R.S. Khatian No.

264, plus 6 Cottah 10 Chittaks and 26 Sq. Ft. comprised in C.S. and R.S Dag No. 1488, corresponding to L.R. Dag No. 1567 under C.S. & R.S. Khatian No. 260 plus 19 Cottah 15 Chittaks comprised in C.S. and R.S Dag No. 1487 corresponding to L.R. Dag No. 1566, under C.S. Khatian No. 206 and R.S. Khatian No. 264 plus 7 Cottah 11 Chittaks comprised in portion of C.S. and R.S. Dag No. 1489 corresponding to L.R. Dag No. 1568 under R.S Khatian No. 206) all under L.R. Khatian No. 2254 together with existing buildings thereon, situate, lying at and being amalgamated Municipal Holding No. 1159, Kumrakhali, Mouza – Kumrakhali, Police Station– Sonarpur , Kolkata 700 103, within the limits of Rajpur Sonarpur Municipality, Ward No. 27 (previously 25), Sub Registry office at Sonarpur , District South-24 Parganas and butted and bounded as follows:-

- ON THE NORTH** : By Dag No. 1504;
- ON THE SOUTH** : By Dag No. 1485, 1486 and 1487;
- ON THE EAST** : By Dag No. 1490, 1491;
- ON THE WEST** : By N.S.C. Bose Road;

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

**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 in **Block** – ..... of the said G+VII storied building together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **Third Schedule** hereunder written and the Flat is being erected as per aforesaid sanctioned Building Plan being no. **Plan No.**

Building **Plan No. 883/CB/REV/27/80** dated **16-08-2013** and Completion Certificate vide No. **103/COMP/CB/27/100** dated **21.08.2018** both sanctioned by Rajpur-Sonarpur Municipality, Ward No. 27 (formerly 25), Holding No. 1159, N. S. C. Bose Road, Kolkata- 700 103, as described in the First Schedule herein above.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Common Rights And Services)**

1. All left open land pathway, drive way etc.
2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.
3. The foundation columns, girders, beams, supports, main wall, the main gate and passage lending to the building and stair-case.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.
7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes (save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.
13. Lift, Gymnasium, Swimming pool, Children's park, Indoor Games room, Community Hall, Generator and Power backup, CCTV, Water



Filtration Plant and intercom facility in common areas etc. for the said Complex.

**FOURTH SCHEDULE ABOVE 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 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. 1159, N.S.C. Bose Road, Kolkata – 700103 together with undivided proportionate share or interest in the land underneath as per memo below:-

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

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

**SIGNED, SEALED & DELIVERED**

in presence of the following

**WITNESSES :**

1.

2.

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**SIGNATURE OF THE DEVELOPER**