

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made this the ..... day of .....  
**Two Thousand ..... (2020).**

**BETWEEN**

**(1) SRI. ASIT KUMAR CHAKRABORTY**, (PAN – ABXPC2892G), by occupation – Retired Person, **(2) SRI. ASHIM CHAKRABORTY**, (PAN-ACMPC0882A), by occupation – Business, and **(3) SRI. AMIT CHAKRABORTY**(PAN – APDPC6627D), by occupation – Business, all sons of Late Dharendra Nath Chakraborty, by faith – Hindu, by Nationality - Indian, residing at 77No, Sashi Bhusan Road, Post Office-Rajpur and Police Station - Sonarpur, Kolkata – 700149, District – South 24 Parganas, 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) being represented by their Constituted Attorney **“ABB CONSTRUCTION”** (PAN – ABAFA8657L), a Partnership Firm having its office at 10, Ishan Mitra Lane, Post Office-Rajpur and Police Station - Sonarpur, Kolkata – 700149, District – South 24 Parganas, duly represented by its partners namely (1) **SRI AROJIT NANDY** (PAN- AKQPN4132J), son of Late Ramani Mohan Nandy, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 10, Ishan Mitra Lane, Post Office-Rajpur and Police Station - Sonarpur, Kolkata – 700149, District – South 24 Parganas, (2) **SRI BIBHAS BISWAS** (PAN- AURPB8375N), son of Late Mihirlal Biswas, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 510, N.S.Road, Post Office-Rajpur and Police Station - Sonarpur, Kolkata – 700149, District – South 24 Parganas, (3) **SRI BISWANATH BOSE** (PAN- AQXPB2733J), son of Late Shyamlal Bose, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at Golberia, Jagaddal, Post Office-Dakshin Jagaddal, and Police Station - Sonarpur, Kolkata – 700149, District – South 24 Parganas, by virtue of a Development Power of Attorney which was registered on 05.05.2017 before the office of the Additional District Sub-Registrar at Sonarpur and recorded in its Book No. I, Volume No. 1608-2017, Page from 37754 to 37769, Being No. 160801807 for the year 2017 of the **FIRST PART.**

**AND**

**“ABB CONSTRUCTION”** (PAN – ABAFA8657L), a Partnership Firm having its office at 10, Ishan Mitra Lane, Post Office-Rajpur and Police Station - Sonarpur, Kolkata – 700149, District – South 24 Parganas, duly represented by its partners namely (1) **SRI AROJIT NANDY** (PAN- AKQPN4132J), son of Late Ramani Mohan Nandy, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 10, Ishan Mitra Lane, Post Office-Rajpur and Police Station - Sonarpur, Kolkata – 700149, District – South 24 Parganas, (2) **SRI BIBHAS BISWAS** (PAN- AURPB8375N), son of Late Mihirlal Biswas, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 510, N.S.Road, Post Office-Rajpur and Police Station - Sonarpur, Kolkata – 700149, District – South 24 Parganas, (3) **SRI BISWANATH BOSE** (PAN- AQXPB2733J), son of Late Shyamlal Bose, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at Golberia, Jagaddal, Post Office-Dakshin Jagaddal, and Police Station - Sonarpur, Kolkata – 700149, District – South 24 Parganas, hereinafter referred to as the **‘DEVELOPER’** (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 **SECOND PART.**

**AND**

**MR. /MRS. .... (PAN - .....),** wife/son/daughter of ....., by occupation – ....., by faith- ....., by Nationality- ....., residing at ....., hereinafter referred to as the **‘PURCHASER/S’** (which 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 **THIRD PART.**

**DESCRIPTION OF PROPERTY – Land Area about 04 Cottah 09 Chittacks more or less along with old dilapidated two storied building measuring about 600 Sq. Ft. each floor being 300 Sq. Ft. standing thereon.**

**(R.S Dag Nos. 277):-**

**WHEREAS** the Owners/First party are lawfully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of Danga

land measuring about more or less 04 Cottah 09 Chittacks along with old dilapidated two storied building measuring about 600 Sq. Ft. each floor being 300 Sq. Ft. standing thereon situated and lying at Mouza Rajpur, J.L.No55,R.S.No.110, Touji No251,P.S and A.D.S.R office at Sonarpur,Pargana Medanmolla, comprising in R.S.Dag No277, appertaining to R.S.Khatian No 1052, Holding No77, Sashi Bhusan Das Road, ward No17 of Rajpur-Sonarpur Municipality, P. S – Sonarpur, District – South 24 Parganas, (hereinafter called the SAID PREMISES), fully described in the First Schedule hereunder written and also shown in the map or plan annexed hereto by RED border.

**AND WHEREAS** one Basanta Kumar Chakraborty, son of Gopal Chandra Chakraborty, was seized and possessed of or otherwise well and sufficiently entitled to the property in R.S.Khatian No 1052, including R.S.Dag No277, Mouza Rajpur, J.L.No55, under P. S – Sonarpur, District – South 24 Parganas, as per Revisional Settlements records of rights 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 Basanta Kumar Chakraborty, son of Gopal Chandra Chakraborty died intestate leaving behind him three sons namely Sri. Bibhuti Bhusan Chakraborty, Sri. Dharendra Nath Chakraborty & Sri. Sailendra Kumar Chakraborty and two daughters namely Nihar Bala Mukherjee and Smt. Nanibala Mukherjee as his sole legal heirs and successors.

**AND WHEREAS** the said Sri. Bibhuti Bhusan Chakraborty, Sri. Dharendra Nath Chakraborty & Sri. Sailendra Kumar Chakraborty, Nihar Bala Mukherjee & Smt. Nanibala Mukherjee executed a deed of partition regarding their inherit property of R.S.Khatian No 1052, Mouza Rajpur, J.L.No55 on 09/02/1987 registered at S.R Sonarpur office and recorded in its Book No. I, Volume No. 9, Page from 39 to 56, Being No. 651 for the year 1987.

**AND WHEREAS** after partition, the said Sri. Bibhuti Bhusan Chakraborty being the 1<sup>st</sup> part of the said Partition deed and got the property in schedule

“Ka” of the said Partition Deed and also marked as Block No.A in RED border in the map of the said partition deed.

**AND WHEREAS** after partition, the said Sri. Dharendra Nath Chakraborty being the 2<sup>nd</sup> part of the said Partition deed and got the property in schedule “Ga” of the said Partition Deed and also marked as Block No.B in YELLOW border in the map of said partition deed.

**AND WHEREAS** after partition, the said Sri. Sailendra Kumar Chakraborty being the 3<sup>rd</sup> part of the said Partition deed and got the property in schedule “Gha” of the said Partition Deed and also marked as Block No.C in BLACK border in map of the said partition deed.

**AND WHEREAS** after partition, the said Nihar Bala Mukherjee being the 4<sup>th</sup> part of the said Partition deed and got the property in schedule “Engo” of the said Partition Deed and also marked as Block No.D in VIOLET border in map of the said partition deed.

**AND WHEREAS** after partition, the said Nanibala Mukherjee being the 5<sup>th</sup> part of the said Partition deed and got the property in schedule “Cha” of the said Partition Deed and also marked as Block No.E in ORENGE border in map of the said partition deed.

**AND WHEREAS** after partition, the said Sri. Dharendra Nath Chakraborty, son of Late Basanta Kumar Chakraborty sold the some portion of land out of 06 Cottah 06 Chittacks in Block-B of R.S. Dag No.277, R.S.Khatian No.1052 of Rajpur Mouza, J.L.NO.55 to any one.

**AND WHEREAS** after selling Dharendra Nath Chakraborty became the absolute owner of the land measuring more or less 4 cottahs 9 chattacks out of 6 Cottahs 6 Chattacks out of 46 decimals along with structure and lying at Mouza Rajpur, J.L.No55,R.S.No.110, Touji No251,P.S and A.D.S.R office at Sonarpur,Pargana Medanmolla, comprising in R.S.Dag No277, appertaining to R.S.Khatian No 1052, Holding No77, Sashi Bhusan Das Road, ward No17 of Rajpur-Sonarpur Municipality, P. S – Sonarpur, District – South 24 Parganas, (hereinafter called the SAID PREMISES), fully described in the First

Schedule hereunder written and also shown in the map or plan annexed hereto by RED border.

**AND WHEREAS** the said Sri. Dharendra Nath Chakraborty, son of Late Basanta Kumar Chakraborty died intestate on 14/01/1991 leaving behind his wife Smt. Annapurna Chakraborty, three sons, **SRI. ASIT KUMAR CHAKRABORTY, SRI. ASHIM CHAKRABORTY, & SRI. AMIT CHAKRABORTY** i.e. the owners herein and three daughters namely Smt Reba banerjee, Smt. Mira Mukherjee and Smt. Rita Banerjee as his sole legal heirs and successors and each having 1/7<sup>th</sup> undivided share of the said premises of deceased Dharendra Nath Chakraborty.

**AND WHEREAS** the said Smt Reba banerjee, Smt. Mira Mukherjee and Smt. Rita Banerjee relinquished all claim their inherit property including R.S.Dag No.277 of Rajpur Mouza by a written instrument in favour of **SRI. ASIT KUMAR CHAKRABORTY, SRI. ASHIM CHAKRABORTY, & SRI. AMIT CHAKRABORTY** i.e. the owners herein on 17/01/1994 registered at Sonarpur A.D.S.R office and recorded in Book No.I, Being No195 in the year 1994.

**AND WHEREAS** the said Smt. Annapurna Chakraborty gave her inherit property including R.S.Dag No.277 of Rajpur Mouza to **SRI. ASIT KUMAR CHAKRABORTY, SRI. ASHIM CHAKRABORTY, & SRI. AMIT CHAKRABORTY** i.e. the owners herein executed on 6/9/2013 and completion on 9/9/2013 as a gift registered at Sonarpur A.D.S.R office and recorded in Book No.I, CD volume no pages to ,being no.10506 for the year 2013.

**AND WHEREAS** thus the said **SRI. ASIT KUMAR CHAKRABORTY, SRI. ASHIM CHAKRABORTY, & SRI. AMIT CHAKRABORTY** i.e. the owners herein became the absolute owners of a Danga land measuring more or less 4 Cottahs 9 Chattaks along with old delapidated two storied building measuring about 600Sq. Ft. each floor being 300 Sq. Ft. standing thereon situated and lying at Mouza Rajpur, J.L.No55, R.S.No.110, Touji No251, P.S and A.D.S.R office at Sonarpur, Pargana Medanmolla, comprising in R.S.Dag

No277, appertaining to R.S.Khatian No 1052, Holding No77, Sashi Bhusan Das Road, ward No17 of Rajpur-Sonarpur Municipality, P. S – Sonarpur, District – South 24 Parganas, (hereinafter called the SAID PREMISES), fully described in the First Schedule hereunder written by inherit, relinquish and gift and also got the property recorded in their names in Rajpur-Sonarpur Municipality and paid the tax upto date and also shown in the map or plan annexed hereto by RED border.

**AND WHEREAS** now the **Owner Nos. 1 to 3** herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT piece and parcel of land hereditament and premises containing by estimation an area of** Danga land measuring more or less 4 Cottahs 9 Chattaks along with old delapidated two storied building measuring about 600Sq. Ft. each floor being 300 Sq. Ft. standing thereon situated and lying at Mouza Rajpur, J.L.No55, R.S.No.110, Touji No251,P.S and A.D.S.R office at Sonarpur,Pargana Medanmolla, comprising in R.S.Dag No277, appertaining to R.S.Khatian No 1052, Holding No77, Sashi Bhusan Das Road, ward No17 of Rajpur-Sonarpur Municipality, P. S – Sonarpur, District – South 24 Parganas. **AND WHEREAS** the **owners no. 1 to 3** herein desire to construct residential building, comprising of several self contained flats, shops, car parking spaces and other spaces on the entire land and property described herein above, but due to paucity of fund, the said **owners no. 1 to 3** herein, entered into an Agreement for development with **“ABB CONSTRUCTION”**, the Developer herein, to construct the same and the said Development Agreement which was registered on 05.05.2017 before the office of the Additional District Sub-Registrar at Sonarpur South 24 Parganas and recorded in Book No. I, Volume No. 1608-2017, Page from 37219 to 37252, Being No.160801780 for the year 2017 and also entered into a registered Development Power unto and in favour of **“ABB CONSTRUCTION”**, a Partnership Firm a Partnership Firm having its office at 10, Ishan Mitra Lane, Post Office-Rajpur and Police Station - Sonarpur, Kolkata – 700149, District – South 24 Parganas, duly represented by its partners namely (1) **SRI AROJIT NANDY** (PAN- AKQPN4132J), son of Late Ramani Mohan Nandy, by faith -

Hindu, by Nationality - Indian, by occupation - Business, residing at 10, Ishan Mitra Lane, Post Office-Rajpur and Police Station - Sonarpur, Kolkata – 700149, District – South 24 Parganas, (2) **SRI BIBHAS BISWAS** (PAN-AURPB8375N), son of Late Mihirlal Biswas, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 510, N.S.Road, Post Office-Rajpur and Police Station - Sonarpur, Kolkata – 700149, District – South 24 Parganas, (3) **SRI BISWANATH BOSE** (PAN- AQXPB2733J), son of Late Shyamlal Bose, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at Golberia, Jagaddal, Post Office-Dakshin Jagaddal, and Police Station - Sonarpur, Kolkata – 700149, District – South 24 Parganas, being the Partners of the said firm “**ABB CONSTRUCTION**”, the Developer herein, and the said Development Power was duly registered on 05.05.2017 before the office of the Additional District Sub-Registrar at Sonarpur and recorded in its Book No. I, Volume No. 1608-2017, Page from 37754 to 37769, Being No. 160801807 for the year 2017 and the said Land hereinafter referred to as the “**Said Property**” is more fully and particularly described and mentioned as the **FIRST SCHEDULE**..

**AND WHEREAS** as per the said Development Agreement and General Power of Attorney the said Developer on behalf of the Owners/Vendors duly sanctioned a building plan vide **Plan No.29/CB/17/62 dated 29/05/2019** for construction of G+4 storied building under certain numbers of Block and/or Phase consisting of several self contained flats, garages/car parking spaces, and other spaces for residential purposes at the said property 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** as per plan the Developer has started the constructional work of the G+4 storied building containing flats, garages/car parking spaces, as per the sanctioned Plans abovementioned.

**AND WHEREAS** in terms of the said Agreement and Development Power of Attorney, the developer has right/authority to enter the agreement for sale



and execute Deed of Conveyance of its allocated flats/car parking spaces with the intending purchaser or purchasers and receive advance/earnest money therefrom.

**AND WHEREAS** the Developer has registered the said building named and styled as **“ANNAPURNA”** under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ..... on ..... under registration No. .... .

**AND WHEREAS** being so authorised as stated above the Developer has expressed its 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, and being aware of the declaration of Developer, the Purchaser/s offered to purchase the same which the Developer has accepted and entered into an Agreement for Sale with the purchaser/s herein on ....., on terms and conditions therein mentioned.

**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/Confirming Party herein, the Purchaser/s herein agreed to purchase one self-contained Flat being **Flat No. “.....”** having carpet area measuring ..... **Sq. ft.** be the same a little more or less on the ..... **floor** at the ..... side together with ..... **Car parking space** measuring an area of ..... **Sq. ft.** more or less on the Ground floor in **Block No. ....** of the said G+IV (Ground plus Four) storied building christened as **“ANNAPURNA”** hereinafter referred to as the **“said flat and car parking space”**, lying at Mouza Rajpur, J.L.No55, R.S.No.110, Touji No251,P.S and A.D.S.R office at Sonarpur,Pargana Medanmolla, comprising in R.S.Dag No277, appertaining to R.S.Khatian No 1052, being Holding No77, Sashi Bhusan Das Road, ward No17 of Rajpur-Sonarpur Municipality, P. S – Sonarpur, District – South 24 Parganas, together with undivided and indivisible proportionate share in the land underneath together with other

facilities for and at a total price of **Rs. ....../- (Rupees .....)** only.

**AND WHEREAS** in terms of the said agreement for sale dated ....., the Owners/ Vendors and the Developer/Confirming Party herein have agreed to sell and transfer one self contained flat being **Flat No. “.....”** having carpet area measuring ..... **Sq. ft.** be the same a little more or less on the ..... **floor** in **Block-.....** more fully delineated in the map or plan annexed hereto hatched in colour RED of the said G+IV storied building lying and situated at Premises/Holding No77, Sashi Bhusan Das Road, ward No17 of Rajpur-Sonarpur Municipality, P. S – Sonarpur, District – South 24 Parganas, at a total agreed 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 described 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 thereat which are more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.

**AND WHEREAS** the purchasers having agreed to purchase the said flat and 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 car parking space unto and in favour of the Purchaser/s

absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchaser/s.

**AND WHEREAS** the Purchaser/s herein, hereby mutually agrees upon that Supplementary Agreements, entered into amicably by the Owners and the Developer “**ABB CONSTRUCTION**” as and when required in respect with any issue arises in future in pursuance with the development and transfer process, shall be signed by him as a Confirming Party.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of **Rs. ....../- (Rupees .....**) only truly paid by the Purchaser/s 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 admits and acknowledges and 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 proportionate undivided undemarcated share and right, title and interest over the said land and premises with the facilities in common with other owner/owners or occupiers thereto. The Owners/Vendors and the Developer/Confirming Party do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser **ALL THAT** one self contained flat being **No. ....** situate at the ..... side on the ..... **floor** of Block- ..... having carpet area measuring ..... **Sq. ft.** together with ..... **Car parking space** on the Ground floor in the said G+IV storied building of Premises/Holding No77, Sashi Bhusan Das Road, ward No17 of Rajpur-Sonarpur Municipality, P. S – Sonarpur, District – South 24 Parganas, which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the “**said flat and car parking space**” together with the undivided proportionate share of the land underneath together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and possess all common roads, passages, advantages thereto or reputed

to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors up to and upon the said land proportionately incurring proportionate expenses for the said common portion out of cost and expenses of the Purchaser/s 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 with co-owners or occupiers of the building subject to the Purchaser/s paying and discharging taxes and impositions or outgoing for the same and common expenses as per imposed or levied for the said flat and car parking space and other outgoings so long separate assessment is not made for the said **flat and car parking space** in the name of the Purchaser.

**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 mentioned in the **SECOND SCHEDULE** hereunder written along with common areas 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 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 has 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 without any let or hindrance, interruption, claim, disturbances or demand from or by the owners/Vendors or Developer/confirming party or any person or persons claiming through or under or in trust for the owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

**4.** All the taxes, land revenue and other impositions payable in respect of the said flat up to the date of handing over the possession of the same to the Purchaser/s, 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/s then it will be recoverable from the Owners/Vendors prior to the date of delivery of possession of the said Flat unto and in favour of the Purchasers and the Purchasers shall pay the entire taxes and outgoings in respect of the said flat after the instant Deed of Conveyance is registered possession given subject to the formation of the Association as mentioned hereto when the Purchasers shall pay the Govt. Rent & Municipal taxes and other outgoings exclusively for the said Flat & the Covered Car Parking spaces 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/s for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser/s 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.

7. The Purchaser/s 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/s 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/s shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said flat which may cause sound pollution/air pollution, smoke etc. to the occupant of the other flats in the building.
10. That the Purchaser/s shall pay the proportionate share of premium of the Insurance for the said building if any.
11. The Purchasers shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners inclusive of the Owners/Vendors (or previous land lord) herein.
12. The Vendor & Developer will deliver the right to use and enjoy the common amenities mentioned in the Third Schedule hereunder written to the Purchaser/s after completion of the entire project.
13. Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser/s on such express indemnification by the Vendor about the correctness of the Vendors' title, which if found defective or untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.

**THE FIRST SCHEDULE REFERRED TO ABOVE**  
**(DESCRIPTION OF THE LAND AND PREMISES)**

**ALL THAT** piece and parcel of Danga land measuring more or less 4 Cottahs 9 Chattaks along with old delapidated two storied building measuring about

600Sq. Ft. each floor being 300 Sq. Ft. standing thereon situated and lying at Mouza Rajpur, J.L.No55, R.S.No.110, Touji No251,P.S and A.D.S.R office at Sonarpur,Pargana Medanmolla, comprising in R.S.Dag No277, appertaining to R.S.Khatian No 1052, being Holding No77, Sashi Bhusan Das Road, ward No17 of Rajpur-Sonarpur Municipality, P. S – Sonarpur, District – South 24 Parganas.

**Butted and bounded as follows:-**

- On the North** :- Part of R.S. Dag Nos. 277.  
**On the East** :- Part of R.S. Dag Nos. 277.  
**On the South** :- Part of R.S. Dag Nos. 277.  
**On the West** :- Avg 22 S.B.Das Municipal Road.

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

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(DESCRIPTION OF THE FLAT TO BE SOLD)**

**ALL THAT** Flat No. .... having carpet area measuring ..... **Sq. ft.** being Super built-up area ..... Sq. Ft. be the same a little more or less on the ..... side of the ..... **Floor** of the said G+4 storied building consisting of .... Bed rooms, ... Dining/Drawing room, ..... Kitchen, ..... W.C., ..... Toilet, .... Verandah, together with **one** ..... **car Parking Space** in **Block -** ..... in of the Housing Complex named and styled as **“ANNAPURNA”** also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical Installation mentioned in the Third Schedule hereunder written and the Flat & car parking space is being erected as Building **sanction Plan No.29/CB/17/62 dated 29/05/2019** sanctioned by the Rajpur-Sonarpur Municipality, being Municipal Holding No.77, Sashi Bhusan Das Road, under Ward No17 of Rajpur-Sonarpur Municipality, P. S – Sonarpur, District – South 24 Parganas.morefully 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, Children's Park, Power backup, Swimming pool, Community Hall, Indoor Games room, Generator, CCTV, Water Filtration Plant, Power Backup in common areas and intercom facility etc. for the said building.

**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 including litigation expenses as may be incurred by the builder and/or the Association for common purpose.

**IN WITNESS WHEREOF ALL THE PARTIES** have hereto signed this **DEED OF CONVEYANCE** this the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

by the above named parties

in presence of the following

**WITNESSES :**

1.

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**SIGNATURE OF THE OWNERS/VENDORS**

2.

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**SIGNATURE OF THE PURCHASER/S**

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**SIGNATURE OF THE DEVELOPER**

Drafted by :-

**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 situated of the ..... side of the ..... floor in Block-.....together with ..... car parking space of the building Premise/Holding No. 77, Sashi Bhusan Das Road, ward No17 of Rajpur-Sonarpur Municipality, P. S – Sonarpur, District

– South 24 Parganas together with undivided proportionate share or interest in the land underneath as per memo below:-

<b>CHQ DETAILS</b>	<b>DATE</b>	<b>BANK</b>	<b>FLAT AND CAR PARKING AMOUNT</b>	<b>S.TAX</b>	<b>CHQ AMT</b>

**Rs...../-**

**(Rupees ..... only)**

**SIGNED, SEALED & DELIVERED**

in presence of the following

**WITNESSES :**

1.

2.

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**SIGNATURE OF THE DEVELOPER**