

DEED OF CONVEYANCE

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

BETWEEN

M/S. RAJWADA GROUP, (PAN- AALFR5460J) a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, duly represented by its 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 occupation-Business, all are by faith-Hindu, all are by Nationality- Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084 and also residing "Narendra Bhawan", Kamalgazi, P.O. Narendrapur, P.S. 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 A.D.S.R. 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 referred to as the '**LAND 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

M/S. RAJWADA DEVELOPER, (PAN- AARFR9646N) a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, duly represented by its Partners namely, **(1) SRI PARVEEN AGARWAL, (2) SRI BIKASH AGARWAL** and **(3) SRI RAJ KUMAR AGARWAL**, all are sons of Late Rajendra Kumar Agarwal, all are by occupation-Business, all are by faith-Hindu, by Nationality- Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084 and also residing "Narendra Bhawan", Kamalgazi, P.O. Narendrapur, P.S. 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 3.08.2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, CD. Volume No. 1629 - 2015, Pages from 1590 to 1601, Being No.

162900297 for the year 2015, hereinafter referred to as the **'DEVELOPER'/CONFIRMING PARTY** (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.**

WHEREAS the schedule mentioned property alongwith other properties was recorded in the name of one Seth Khem chand in the R.S. Record of Rights who sold a piece and parcel of that property alongwith other properties to his sons namely Seth Sant Das & Seth Ratan Lal by registered Deeds on 20/06/1961 & 28/06/1961 in the following demarcation:

TOUZI NO.	R.S. KHATIAN	R.S. DAG	NATURE	AREA
260 & 261	1097	1751	Sali	01 Acre 12 Decimal
260 & 261	1097	1752	Danga	54 Decimal
260 & 261	1097	1806	Layek Jangal	12 Decimal
260 & 261	1097	1807	Danga	21 Decimal
260 & 261	1097	1808	Danga	06 Decimal
T O T A L		→	02 Acre 05 Decimal	

lying and situated in Mouza- Kusumba, J.L. No.50, under P.S. Sonarpur, District-South 24 Parganas.

AND WHEREAS said Seth Khem Chand sold transferred and conveyed the Schedule mentioned property to Seth Sant Das & Seth Ratan Lal by virtue of a Deed of Conveyance dated 28th June, 1961.

AND WHEREAS said Seth Sant Das & Seth Ratan Lal, thereafter, while enjoying their said property sold the same to One Smt. Sulochana Debi alias Sulochana Ahuja, w/o – Pawan Kumar Ahuja vide Registered Deed of Sale bearing No. – 1177/73, dated 22.02.1973 recorded in Book No. – I, Volume No. – 44, Pages from 184 to 196 registered at the office of the Additional Registrar of Assurances, Kolkata in the following demarcation:

TOUZI NO.	R.S. KHATIAN	R.S. DAG	NATURE	AREA
260 & 261	1097	1751	Sali	01 Acre 12 Decimal
260 & 261	1097	1752	Danga	54 Decimal
260 & 261	1097	1806	Layek Jangal	12 Decimal
260 & 261	1097	1807	Danga	21 Decimal
260 & 261	1097	1808	Danga	06 Decimal
T O T A L \longrightarrow 02 Acre 05 Decimal				

AND WHEREAS, the aforesaid Smt. Sulochana Debi alias Sulochana Ahuja while enjoying her said property sold another piece and parcel of the said property to **M/S. MULTI PRINT**, represented by its Proprietor Sukumar Singh vide Registered Deed of Sale registered on 23/08/1991 Bearing No. – 13362/91, recorded in Book No. – 1, Volume No. – 124, Pages from 459 to 470 registered at the office of the District Registrar, Alipore, South 24 Parganas, in the following demarcation:

TOUZI NO.	R.S. KHATIAN	R.S. DAG	NATURE	AREA
260 & 261	1097	1751	Sali	00 Cottah 04 Chittak 10 Sq. ft
260 & 261	1097	1806	Layek Jangal	01 Cottah 08 Chittak 00 Sq. ft
260 & 261	1097	1807	Danga	10 Cottah 06 Chittak 19 Sq. ft
260 & 261	1097	1808	Danga	00 Cottah 06 Chittak 30 Sq. ft
T O T A L \longrightarrow 12 Katha 09 Chittak 14 Sq. ft.				

lying and situated in Mouza- Kusumba, J.L. No.50, under P.S. Sonarpur, District-South 24 Parganas.

AND WHEREAS, the aforesaid Smt. Sulochana Debi alias Sulochana Ahuja while enjoying her said property sold a piece and parcel of the said property to One Subrata Narayan Chowdhury vide Registered Deed of Sale registered on 24/12/1991 Bearing No. – 4877/92, recorded in Book No. – 1, Volume No. – 79, Pages from 434 to 446 registered at the office of the District Registrar, Alipore, South 24 Parganas, in the following demarcation:

TOUZI NO.	R.S. KHATIAN	R.S. DAG	NATURE	AREA
260 & 261	1097	1751	Sali	01 Bigha 08 Cottah

				00 Chiitak 14 Sq.ft
260 & 261	1097	1752	Danga	01 Bigha 12 Cottah 01 Chittak 05 Sq.ft
260 & 261	1097	1806	Layek Jangal	00 Bigha 00 Cottah 13 Chittak 15 Sq.ft
260 & 261	1097	1807	Danga	00 Bigha 00 Cottah 03 Chittak 27 Sq.ft
T O T A L —————> 03 Bigha 01 Katha 02 Chittak 16 Sq. ft.				

lying and situated in Mouza- Kusumba, J.L. No.50, under P.S. Sonarpur, District-South 24 Parganas.

AND WHEREAS, thereafter, said Smt. Sulochana Debi alias Sulochana Ahuja while enjoying her said property sold another piece and parcel of the said property to One Debasish Dasgupta vide Registered Deed of Sale registered on 24/12/1991 Being No. – 4878/92, recorded in Book No. – 1, Volume No. – 79, Pages from 447 to 459 registered at the office of the District Registrar, Alipore, South 24 Parganas, in the following demarcation:

TOUZI NO.	R.S. KHATIAN	R.S. DAG	NATURE	AREA
260 & 261	1097	1751, 1807 & 1808	Sali & Danga	02 Bigha 00 Cottah 03 Chittak 35 Sq. ft.

lying and situated in Mouza- Kusumba, J.L. No.50, under P.S. Sonarpur, District-South 24 Parganas.

AND WHEREAS, the aforesaid Subrata Narayan Chowdhury while enjoying his said property sold a piece and parcel of the said property to **DEVELOPMENT FOUNDATION TRUST**, represented by one of its Trustees Sukumar Singh vide Registered Deed of Sale registered on 22/07/1993 Being No. – 10219/93, recorded in Book No. – 1, Volume No. – 190, Pages from 114 to 127 registered at the office of the District Registrar, Alipore, South 24 Parganas, in the following demarcation:

TOUZI NO.	R.S. KHATIAN	R.S. DAG	NATURE	AREA
260 & 261	1097	1751	Sali	00 Bigha 11 Katha 03 Chiitak 23 Sq. ft
260 & 261	1097	1752	Danga	01 Bigha 03 Katha 07 Chittak 23 Sq. ft
T O T A L —————> 01 Bigha 14 Cottah 11 Chittak 01 Sq. ft.				

lying and situated in Mouza- Kusumba, J.L. No.50, under P.S. Sonarpur, District-South 24 Parganas.

AND WHEREAS, the aforesaid Debasish Dasgupta & Subrata Narayan Chowdhury while enjoying their said property sold a piece and parcel of the said

property to **DEVELOPMENT FOUNDATION TRUST**, represented by one of its Trustees Sukumar Singh vide Registered Deed of Sale registered on 30/03/1993 Being No. – 4482/93, recorded in Book No. – 1, Volume No. – 87, Pages from 315 to 329 registered at the office of the District Registrar, Alipore, South 24 Parganas, in the following demarcation:

TOUZI NO.	R.S. KHATIAN	R.S. DAG	NATURE	AREA
260 & 261	1097	1751	Sali	02 Bigha 03 Cottah 08 Chiitak 12 Sq. ft
260 & 261	1097	1807	Danga	00 Bigha 00 Cottah 10 Chittak 12 Sq. ft
260 & 261	1097	1808	Danga	00 Bigha 01 Cottah 03 Chittak 09 Sq. ft
T O T A L —————→ 02 Bigha 05 Cottah 05 Chittak 33 Sq. ft.				

lying and situated in Mouza- Kusumba, J.L. No.50, under P.S. Sonarpur, District-South 24 Parganas.

AND WHEREAS in this way **M/S. MULTI PRINT** and **DEVELOPMENT FOUNDATION TRUST** became the absolute owners of the property measuring more or less 04 Bighas 12 Cottah 10 Chittak 03 Sq. ft. in R.S Dag Nos.1751,1752 1806, 1807, 1808, corresponding to respective L.R. Dag Nos. 1833, 1834, 1892, 1893 & 1894 situate in Mouza- Kusumba, J.L. No.50, appertaining to R.S. Khatian No.1097, corresponding to L.R. Khatian Nos. 2438 & 1717, under P.S. Sonarpur, District-South 24 Parganas by virtue of three aforesaid separate sale deeds from said Smt. Sulochana Debi alias Sulochana Ahuja.

AND WHEREAS the said **M/S. MULTI PRINT** and **DEVELOPMENT FOUNDATION TRUST** being in urgent need of money for bona fide reason sold the landed property measuring more or less 52 Cottah 14 Chittak 44 Sq. ft. out of the aforesaid 04 Bighas 12 Cottah 10 Chittak 03 Sq. ft. (the split up of the land being:-

- a) Land measuring more or less 29 Cottah 07 Chittak 21 Sq. ft. out of 112 decimals of sali land in R.S. Dag No.1751, L.R. Dag No.1833
- b) Land measuring more or less 23 Cottah 07 Chittak 23 Sq. ft. out of 54 decimals of danga land in R.S. Dag No.1752, L.R. Dag No.1834

Under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas to the land Owner herein namely M/S. RAJWADA GROUP, registered at A.D.S.R. - Sonarpur and recorded in

Book No. - I, CD Volume No. 5, Pages from 1463 to 1481 **Being No. 01809** for the Year **2012**.

AND WHEREAS the said **M/S. MULTI PRINT** and **DEVELOPMENT FOUNDATION TRUST** being in urgent need of money for bona fide reason sold the landed property measuring more or less 17 Cottah 08 Chittak 25 Sq. ft. out of the aforesaid 04 Bighas 12 Cottah 10 Chittak 03 Sq. ft. (the split up of the land being:-

- a) Land measuring more or less 05 Cottah 03 Chittak 21 Sq. ft. out of 112 decimals of sali land in R.S. Dag No.1751, L.R. Dag No.1833
- b) Land measuring more or less 01 Cottah 08 Chittak out of 12 decimals of danga land in R.S. Dag No.1806, L.R. Dag No.1892
- c) Land measuring more or less 10 Cottah 06 Chittak 19 Sq. ft. out of 21 decimals of danga land in R.S. Dag No.1807, L.R. Dag No.1893
- d) Land measuring more or less 06 Chittak 30 Sq. ft. out of 06 decimals of danga land in R.S. Dag No.1808, L.R. Dag No.1894

Under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas to the land Owner herein namely M/S. RAJWADA GROUP, registered at A.D.S.R. - Sonarpur and recorded in Book No. - I, CD Volume No. 5, Pages from 1445 to 1462 Being No. 01819 for the Year 2012.

AND WHEREAS the said **DEVELOPMENT FOUNDATION TRUST** being in urgent need of money for bona fide reason sold the landed property measuring more or less 05 Cottah 02 Chittak 24 Sq. ft. in R.S. Dag Nos.1751 corresponding to L.R. Dag No. 1833, situate in Mouza- Kusumba, J.L. No.50, appertaining to R.S. Khatian No.1097, corresponding to L.R. Khatian No. 2438, under P.S. Sonarpur, Ward No.7, Rajpur Sonarpur Municipality, District-South 24 Parganas to the land Owner herein namely M/S. RAJWADA GROUP, registered at D.S.R. IV, Alipore, and recorded in Book No. 1, C.D. Volume No. 15, Pages from 2170 to 2184 Being No.02734 for the Year 2014.

AND WHEREAS M/S. RAJWADA GROUP, herein, in this way, seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of the aforesaid purchased land hereditament and premises containing by estimation an area more or less **75 Cottah 10 Chittak 03 Sq. ft.** (52 Cottah 14 Chittak 44 Sq. ft. + 17 Cottah 08 Chittak 25 Sq. ft. + 05 Cottah 02 Chittak 24 Sq. ft.) situated and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas.

AND WHEREAS thereafter, M/S. RAJWADA GROUP, divided the whole property into two Plots namely Plot – I which is fully and particularly described and mentioned in FIRST SCHEDULE and Plot – II which is fully and particularly described and mentioned in SECOND SCHEDULE respectively having an area of **17 Cottah 08 Chittak 25 Sq. ft.** and **58 Cottah 01 Chittak 23 Sq. ft.** and mutated its name in the office of the Rajpur Sonarpur Municipality vide Municipal Holding No. – 1491 for said Plot – I and 1492 for Plot – II and it also mutated its name in the office of the B.L. & L. R.O., Sonarpur, in respect of the said land measuring more or less **75 Cottah 10 Chittak 03 Sq. ft.** vide L.R. Khatian No. –3849 (previously 1717, 2438), and also converted the nature of the said land to Housing Complex (Bastu) hereinafter referred to as the **“Said Property”**.

AND WHEREAS the Owner herein became desirous of constructing a multi-storied building on the said land containing by estimation an area more or less **75 Cottah 10 Chittak 03 Sq. ft.** but due to insufficient fund, it entered into an Agreement for Development with **M/S. RAJWADA DEVELOPER** dated 6th July, 2015 which was registered before the office of the D.S.R. IV, South 24 Parganas and recorded in its Book No. 01, Volume No. 1604-2015, Pages from 33887 to 33941, being No. 160405301 for the year 2015 with the Developer for construction of the said multi-storied building on the said land at the cost of the Developer herein under certain terms and conditions contained therein.

AND WHEREAS in accordance with the above mentioned Development Agreement the **OWNERS** herein also executed a Development Power of Attorney in favour of the above named Developer **‘M/S. RAJWADA DEVELOPER’** dated 29th July, 2015 which was registered before the office of the D.S.R. IV, South 24 Parganas and recorded in its Book No. I, Volume No. 1604-2015, Pages from 44779 to 44810, Being No. 160405801 for the year 2015.

AND WHEREAS in pursuance of the aforesaid Development Agreement said **M/S. RAJWADA DEVELOPER**, the Developer herein, made a building plan of G+4 storied building having Six towers or Block, consisting of several self-contained flats, car parking space and the same has been duly sanctioned by the Rajpur-Sonarpur Municipality vide **sanction plan No. 828/CB/07/77** dated **30/09/2015** for Plot-I (Area: 17 Cottah 08 Chittacks 25 Sq. ft.) and one tower of G+4 storied building **127/REV/CB/07/50** dated **24/8/2016** for Plot – II (58 Cottah 01 Chittack 23 Sq. Ft.) on the said land as mentioned in the Third & First Schedule respectively hereunder written.

AND WHEREAS by an Indenture of Mortgage dated the 30th day of June, 2017, and registered in the office of the Additional Registrar of Assurances – I at Kolkata in its Book No. I, Volume No.- 1901-2017, pages from 131447 to 131513, Being No. 190104053, the Vendor/Owner herein referred to as the

Mortgagor of the One Part therein, and the Developer herein referred to as the Borrower of the Second Part therein mortgaged the property morefully described in the **Schedule-I** of the said Mortgage Deed dated the 30th day of June in favour of Edelweiss Retail Finance Limited, a Retail Finance Company, incorporated under the provisions of the Companies Act, 1956, having its registered office at 3A, Upper Wood Street, Savitri Tower , 2nd Floor, Post Office – Par Street, Police Station- Shakespear Sarani, Kolkata, West Bengal – 700017, and the said M/s. Rajwada Developer as the Borrower therein and the Developer herein has accepted Rs. 100,000,000/- (Rupees Ten Crore) only from the said Edelweiss Retail Finance Limited, the Mortgagee/ Lender therein, hereinafter referred to as the “**Said Mortgage Loan**”.

AND WHEREAS as per plan the Developer has started the constructional work of the G+4 storied building in several Blocks consisting flats, garages/car parking spaces, hereinafter referred to as the “**Said Housing Complex**” 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 Housing Complex named and styled as “**RAJWADA LAKE BLISS**” 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 an agreement for sale dated 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 **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 “**RAJWADA LAKE BLISS**” hereinafter referred to as the “**said flat and car parking space**”, lying and being Holding

No. ..., Mouza- Kusumba, Police Station- Sonarpur, Post Office- Sonarpur, South 24 Parganas, within the jurisdiction of Rajpur-Sonarpur Municipality, Kolkata- 700 150, 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, 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 No., , Mouza- Kusumba, Police Station- Sonarpur, Post Office- Sonarpur, South 24 Parganas, within the jurisdiction of Rajpur-Sonarpur Municipality, Kolkata- 700 150, at a total agreed consideration of **Rs./- (Rupees)** only and the same is more fully and particularly described in the **THIRD SCHEDULE** hereunder written together with undivided, indivisible proportionate share in the land described in the FIRST / SECOND 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 **FOURTH 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 **FIFTH 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 Owner **M/S. RAJWADA GROUP** and the Developer **M/S. RAJWADA DEVELOPER** 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 **Sq. ft.** together with **Car parking space** on the Ground floor in Block-..... of Premises/Holding No., P.S.- Sonarpur, Kolkata-700150, District South 24-Parganas which is more fully and particularly described in the **FIRST/SECOND SCHEDULE** hereunder written and hereinafter referred to as the “**said flat and car parking space**” together with the undivided proportionate share of the land underneath together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and possess all common roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors up to and upon the said land proportionately incurring proportionate expenses for the said common portion out of cost and expenses of the 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 in Block-..... of the said building complex having right to use, occupy, own possess the said flat and car parking space as mentioned in **THIRD 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 **THIRD 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 Purchaser/s will be free from any liability arising out of the said Mortgage Loan in respect of the Said Flat in any manner whatsoever.
4. 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.
5. 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.
6. 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.

7. 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.

8. 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.

9. 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-Sonarapur Municipality.

10. 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.

11. That the Purchaser/s shall pay the proportionate share of premium of the Insurance for the said building if any.

12. 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.

13. The Vendor & Developer will deliver the right to use and enjoy the common amenities mentioned in the Fourth Schedule hereunder written to the Purchaser/s after completion of the entire project.

14. Indemnification by the Vendor about the correctness of the Vendor's 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 Vendor' title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.

THE FIRST SCHEDULE REFERRED TO ABOVE
(DESCRIPTION OF THE LAND AND PREMISES OF PLOT - I)

ALL THAT piece OR parcel of Housing Complex (Bastu) land measuring 17 Cottah 08 Chittak 25 Sq. ft. (the split up of the land being:-

- a) Land measuring more or less 05 Cottah 03 Chittak 21 Sq. ft. out of 112 decimals of Housing Complex (Bastu) land in R.S. Dag No.1751, L.R. Dag No.1833.
- b) Land measuring more or less 01 Cottah 08 Chittak out of 12 decimals of Housing Complex (Bastu) land in R.S. Dag No.1806, L.R. Dag No.1892.
- c) Land measuring more or less 10 Cottah 06 Chittak 19 Sq. ft. out of 21 decimals of Housing Complex (Bastu) land in R.S. Dag No.1807, L.R. Dag No.1893.
- d) Land measuring more or less 06 Chittak 30 Sq. ft. out of 6 decimals of Housing Complex (Bastu) land in R.S. Dag No. 1808, L.R. Dag No. 1894).

Under R.S. Khatian No.1097, L.R. Khatian No. -3849 (previously 1717, 2438) situated and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, within Municipal Holding No. 1491, Sonarpur Station Road, under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist- South 24 Parganas, Kolkata-700150.

THE SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE LAND AND PREMISES OF PLOT - II)

ALL THAT piece and parcel of Housing Complex (Bastu) land measuring **58 Cottah 01 Chittak 23 Sq. ft.** (the split up of the land being):-

- a) Land measuring more or less 34 Cottah 10 Chittak out of 112 decimals of Housing Complex (Bastu) land in R.S. Dag No.1751, L.R. Dag No.1833.
- b) Land measuring more or less 23 Cottah 07 Chittak 23 Sq. ft. out of 54 decimals of Housing Complex (Bastu) land in R.S. Dag No.1752, L.R. Dag No.1834.

Under R.S. Khatian No.1097, L.R. Khatian No. -3849 (previously 1717, 2438) situated and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, within Municipal Holding No. 1492, Sonarpur Station Road, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas, Kolkata-700150 being Butted and Bounded as follows :-

On the North	:	Dag No.1753 & 1751 ft. wide road;
On the South	:	Dag No.1807 & 1808 (part);
On the East	:	Dag No. 1775 & 1774
On the West	:	Dag No.1749, 1750.

THE THIRD SCHEDULE REFERRED TO ABOVE
(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 Plot – 1 and 2** of the Housing Complex named and styled as “**ROYAL LAKE BLISS**” 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 Fourth Schedule hereunder written and the Flat & car parking space is being erected as Building **sanction plan no.** dated sanctioned by the Rajpur-Sonarapur Municipality, Ward No. 7, Municipal Holding No., District South 24-Parganas morefully described in the **First / Second Schedule** herein above.

THE FOURTH 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, Games Room, Power backup, Swimming pool, Community Hall, Generator, CCTV in common areas and intercom facility etc. for the said Complex.

FIFTH 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.

SIGNATURE OF THE OWNERS/VENDORS

2.

SIGNATURE OF THE PURCHASER/S

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., Sonarpur Station Road, Kolkata – 700150 together with undivided proportionate share or interest in the land underneath as per memo below:-

CHQ DETAILS	DATE	BANK	FLAT AND CAR PARKING AMOUNT	S.TAX	CHQ AMT

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

SIGNED, SEALED & DELIVERED

in presence of the following

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER