

DEED OF CONVEYANCE

1. **Date :**
2. **Place : Kolkata**
3. **Parties :**

BY & BETWEEN

3.1 IMPERIAL CONCLAVE PVT. LTD. [PAN. AABC19641P], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at Unit 3/7, EK Tower,P.O+P.S-New Town, Kolkata 700161,District North 24 Parganas, West Bengal, represented by its Director, **GAYATRI RUNGTA [PAN. ALIPR6422N] [AADHAAR NO. 774076637808]**, wife of Amrish Prashad Rungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

AND

3.2 GAYATRI RUNGTA [PAN ALIPR6422N] [AADHAAR NO. 7740 7663 7808], wife of Amrish Prashad Rungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

AND

3.3 AMRISH PRASHAD RUNGTA [PAN. ALIPR6420Q] [AADHAAR NO. 7518 3754 9119] son of Raghunath Prashad Rungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

AND

3.4 KOLKATA NIKETAN PVT. LTD. [PAN. AADCK5050A], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at Unit 3/7, EK Tower,P.O+P.S-New Town, Kolkata 700161, District North 24 Parganas, West Bengal, represented by its Director, **AMRISH PRASHAD RUNGTA [PAN. ALIPR6420Q] [AADHAAR NO. 7518 3754 9119]**, son of Raghunath Prashad Rungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

AND

3.5 KWALITY REALTECH PVT. LTD. [PAN. AADCK1003H], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its office at Unit 3/7, EK Tower,P.O+P.S-New Town, Kolkata 700161 District North 24 Parganas, West Bengal, represented by its Director, **AMRISH PRASHAD RUNGTA [PAN. ALIPR6420Q] [AADHAAR NO. 75183 754 9119]** son of Raghunath Prashad Rungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

All represented by their Constituted Attorney, **IMPERIAL CONCLAVE PVT. LTD. [PAN NO. AABCI9641P]**, a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at Unit 3/7, EK Tower,P.O+P.S-New Town, Kolkata 700161,District North 24 Parganas, West Bengal, represented by its both Directors, **GAYATRI RUNGTA [PAN NO. ALIPR6422N], [AADHAAR NO. 774076637808]** &, wife of Amrish Prashad Rungta, and **AMRISH PRASHAD RUNGTA [PAN. ALIPR6420Q] [AADHAAR NO. 751837549119]** son of Raghunath Prashad Rungta both by faith - Hindu, by occupation - Business, by nationality - Indian, both are residing at Apartment No. P-3, Flat No. 17/18Q, Rythm-1, Sunrise Symphony, P.O. Action Area 2B, P.S. New Town, Kolkata - 700161, District North 24 Parganas, West Bengal.

Hereinafter jointly and collectively called and referred to as the **“LANDOWNERS/VENDORS”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**

AND

3.6 MR./MRS. [PAN _____] [AADHAR NO. _____], wife of _____, by faith-_____, by occupation - _____

_____, by nationality - _____, residing at _____ P.O. _____, P.S. _____, District- _____, Pin- _____, State- _____.

Hereinafter called and referred to as the **“PURCHASER”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

3.7 IMPERIAL CONCLAVE PVT. LTD. [PAN. AABCI9641P], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at Unit 3/7, EK Tower, P.O.+P.S- New Town, Kolkata 700161, District North 24 Parganas, West Bengal, represented by its Director, **GAYATRI RUNGTA [PAN. ALIPR6422N] [AADHAAR NO. 774076637808]**, wife of Amrish Prashad Rungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal and **AMRISH PRASHAD RUNGTA [PAN. ALIPR6420Q] [AADHAAR NO. 751837549119]** son of Raghunath Prashad Rungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

Hereinafter collectively called and referred to as the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchaser and the Developer collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. Subject Matter of Conveyance :

4.1 Transfer of Said Flat & One Independent Covered Car Parking Space and Appurtenances :

4.1.1 Said Property : ALL THAT piece and parcel of one independent _____ flooring residential flat, being Flat No. _____, on the ___th (_____) **Floor**, in **Block-**_____, measuring _____ (_____) Square Feet be the same a little more or less of Super Built Up area, consisting _____ Bed Rooms, _____ Drawing-cum-Dining, _____ Kitchen, _____ Toilets & _____ Balcony, AND ALSO piece and parcel of one Individual Independent Covered Car Parking Space, being **Car Parking Space No.** _____, on the _____ **Floor**, in **Block-**_____, measuring _____ (_____) Square Feet be the same a little more or less of Super Built Up area, lying and situated in the said building complex namely “_____” at Mouza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, A.D.S.R.O. formerly Bidhannagar, Salt Lake City presently A.D.S.R.O Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, more fully described in the Second Schedule hereunder written, lying and situated on the plot of land, which is more fully described in the First Schedule hereinafter written, together with undivided share of land, common areas, common amenities and common facilities of the said property lying in the said building complex **[SAID PROPERTY/LAND]**.

5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANT:

5.1 Representations and Warranties Regarding Title: The Landowners/Vendors and the Developer/Confirming Party have made the following representations and given the following warranty to the Purchaser regarding title.

**5.1.1 CHAIN & TITLE UNDER THE DEED NO. 12978 FOR THE YEAR 2011
IN RESPECT OF FIRST SCHEDULE PROPERTY, AS FOLLOWS :**

- 5.1.1.1 Absolute Ownership of Ava Rani Bhowmick : One Ava Rani Bhowmick was the absolute owner of 43 decimals more or less out of 1 Acre 40 decimals more or less of land in C.S. Dag No. 60 and also 06 decimals more or less out of 09 decimals more or less of land in C.S. Dag No. 8, in total 49 decimals more or less of land under C.S. Khatian No. 129, in Mouza - Bhatenda, by purchasing the same from one Joydeb Chandra Ghosh, by the strength of a Registered Deed of Conveyance, registered in the year 1960, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Pages 64 to 66, being Deed No. 2255 for the year 1960.
- 5.1.1.2 Record by Ava Rani Bhowmick : After purchase the said Ava Rani Bhowmick recorded her name in Revisional Settlement, in R.S. Khatian No. 78, in R.S. Dag Nos. 47 & 48, in respect of the aforesaid land.
- 5.1.1.3 Sale by Ava Rani Bhowmick to Pramila Nag : The said Ava Rani Bhowmick sold, transferred and conveyed a plot, being Plot No. E, land measuring 2 (Two) Cottahs 2 (Two) Chittacks more or less in C.S. Dag No. 8, R.S. Dag No. 47 and also a plot, being Plot No. F, land measuring 22 (Twenty Two) Cottahs 14 (Fourteen) Chittacks more or less in C.S. Dag No. 60, R.S. Dag No. 48, in total 25 (Twenty Five) Cottahs more or less of land under C.S. Khatian No. 129, R.S. Khatian No. 78, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one Pramila Nag, by the strength of a Registered Deed of Conveyance, registered on 05.06.1992, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 61, Pages 15 to 21, being Deed No. 4129 for the year 1992.
- 5.1.1.4 Record by Pramila Nag : The said Pramila Nag recorded her name in L.R. Settlement, in L.R. Khatian No. 1036, in respect of the aforesaid land.

5.1.1.5 Absolute Ownership of Pramila Nag : Thus on the basis of the aforesaid deed the said Pramila Nag became the absolute owner of the aforesaid plot, being Plot No. E, land measuring 2 (Two) Cottahs 2 (Two) Chittacks more or less in C.S. Dag No. 8, R.S. Dag No. 47, L.R. Dag No. 47 and also a plot, being Plot No. F, land measuring 22 (Twenty Two) Cottahs 14 (Fourteen) Chittacks more or less in C.S. Dag No. 60, R.S. Dag No. 48, L.R. Dag No. 48, in total Bagan Land measuring 25 (Twenty Five) Cottahs more or less under C.S. Khatian No. 129, R.S. Khatian No. 78, L.R. Khatian No. 1036, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal.

5.1.1.6 Sale by Pramila Nag to Amriash Prashad Rungta : Thus the said Pramila Nag sold, transferred and conveyed the aforesaid land, to one of the present owner herein, Amrish Prashad Rungta, by the strength of a Registered Deed of Conveyance, registered on 18.11.2011, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 21, Pages 10348 to 10366, being Deed No. 12979 for the year 2011.

5.1.2 CHAIN & TITLE UNDER THE DEED NO. 06583 FOR THE YEAR 2012 :

5.1.2.1 **Absolute Ownership of Ava Rani Bhowmick** : One Ava Rani Bhowmick was the absolute owner of land measuring 06 decimals more or less comprised in C.S. Dag No. 8, R.S. Dag No. 47, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. Kri 78, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one Joydeb Chandra Ghosh, by the strength of a Registered Deed of Conveyance, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Pages 64 to 66, being Deed No. 2255 for the year 1960.

5.1.2.2 **Sale by Ava Rani Bhowmick to Pramila Nag** : The said Ava Rani Bhowmick sold, transferred and conveyed the aforesaid land measuring 06 decimals more or less in C.S. Dag No. 8, R.S. Dag No. 47, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. Kri 78, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to the present owner, Pramila Nag, by the strength of a Registered Deed of Conveyance,

registered on 05.06.1992, in the office of the D.S.R. North 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 61, Pages 15 to 21, being Deed No. 4129 for the year 1992.

5.1.2.3 Record by Pramila Nag : After purchasing the same, the said Pramila Nag recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1036.

5.1.2.4 Sale by Pramila Nag to Amrish Prashad Rungta : The said Pramila Nag again sold, transferred and conveyed Bagan land measuring 1 (One) Cottah 8 (Eight) Chittacks 4 (Four) sq.ft. more or less out of the aforesaid land measuring 06 decimals more or less, in C.S. Dag No. 8, R.S./L.R. Dag No. 47, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. Kri 78 corresponding to L.R. Khatian No. 1036, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal, to one the said AmrishPrashadRungta, by the strength of a Registered Deed of Conveyance, registered on 25.05.2012, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 9, Pages 13772 to 13791, being Deed No. 06583 for the year 2012.

5.1.3 CHAIN & TITLE UNDER THE DEED NO. 06598 FOR THE YEAR 2012 :

5.1.3.1 Absolute Joint Ownership of Satya Ranjan Bhowmick & Others : One Satya Ranjan Bhowmick, Chitta Ranjan Bhowmick, Manoranjan Bhowmick & Sukha Ranjan Bhowmick, all sons of Late Harendra Chandra Bhowmick were the absolute joint owners of 140 decimals more or less of land in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, alongwith other lands, by purchasing the same from one Hazari Lal Ghosh & Others, by the strength of two Registered Deeds of Conveyance, both registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 81, Pages 137 to 140, being Deed No. 5524 for the year 1955 and also recorded in Book No. I, Volume No. 84, Pages 92 to 95, being Deed No. 5525 for the year 1955.

5.1.3.2 Deed of Partition : The said Satya Ranjan Bhowmick, Chitta Ranjan Bhowmick, Manoranjan Bhowmick & Sukha Ranjan Bhowmick to avoid

future confrontation, executed a Registered Deed of Partition, executed on 02.07.1967 and registered on 02.08.1967, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, being Deed No. 6921 for the year 1967.

5.1.3.3 **Record by Manoranjan Bhowmick** : The said Manoranjan Bhowmick recorded his name in the record of the Settlement in L.R. Khatian No. 531/1.

5.1.3.4 **Sale by Manoranjan Bhowmick to one of the present owners, Paresh Chandra Nag** : The said Manoranjan Bhowmick sold, transferred and conveyed the aforesaid land measuring 20 decimals more or less out of his possession in C.S. Dag No. 60, R.S. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 531/1, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one of the present owners, Paresh Chandra Nag, by the strength of a Registered Deed of Conveyance, registered on 30.03.1992, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 173, Pages 139 to 148, being Deed No. 3451 for the year 1992.

5.1.3.5 **Record by Sukha Ranjan Bhowmick** : The said Sukha Ranjan Bhowmick recorded his name in the record of the Settlement in L.R. Khatian No. 785/3.

5.1.3.6 **Sale by Sukha Ranjan Bhowmick to Ashru Deb Roy** : The said Sukha Ranjan Bhowmick sold, transferred and conveyed a demarcated plot of land measuring 3 (Three) Cottah 8 (Eight) Chittack 0 (Zero) sq.ft. more or less out of his possession, in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 785/3, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one Ashru Deb Roy, wife of Sankar Deb Roy, by the strength of a Registered Deed of Conveyance, registered on 17.08.1988, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 150, Pages 31 to 40, being Deed No. 7406 for the year 1988.

- 5.1.3.7 Again Sale by Sukha Ranjan Bhowmick to Bharati Majumder (Sengupta) :** The said Sukha Ranjan Bhowmick again sold, transferred and conveyed land measuring 3 (Three) Cottahs 3 (Three) Chittacks 0 (Zero) sq.ft. more or less out of his possession, in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 785/3, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one Bharati Majumder (Sengupta), wife of Pallab Baran Majumder, by the strength of a Registered Deed of Conveyance, registered on 17.08.1988, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 150, Pages 21 to 30, being Deed No. 7400 for the year 1988.
- 5.1.3.8 Absolute Joint Ownership of Ashru Deb Roy & Bharati Majumder (Sengupta) :** Thus on the basis of the aforesaid two deeds, vide Deed Nos. 7406/1988 & 7400/1988, the said Ashru Deb Roy & Bharati Majumder (Sengupta) became the absolute joint owners of land measuring 6 (Six) Cottahs 11 (Eleven) Chittacks 0 (Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 785/3, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.3.9 Joint Sale by Ashru Deb Roy & Bharati Majumder (Sengupta) to the said Paresh Chandra Nag :** The said Ashru Deb Roy & Bharati Majumder (Sengupta) jointly sold, transferred and conveyed the aforesaid land measuring 6 (Six) Cottahs 11 (Eleven) Chittacks 0 (Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 785/3, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to the said Paresh Chandra Nag, by the strength of a Registered Deed of Conveyance, registered on 18.01.1995, in the office of the D.R. North 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 6, Pages 119 to 125, being Deed No. 302 for the year 1995.
- 5.1.3.10 Record by Paresh Chandra Nag :** The said Paresh Chandra Nag recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1035, in respect of the aforesaid land.

5.1.3.11 **Absolute Ownership of Paresh Chandra Nag** : Thus on the basis of the aforesaid facts and circumstances, the said Paresh Chandra Nag became the owner of 20 decimals of land equivalent to 12 (Twelve) Cottahs 1 (One) Chittack 27 (Twenty Seven) sq.ft. more or less by the strength of the Deed No. 3451 for the year 1992. And also land measuring 6 (Six) Cottahs 11 (Eleven) Chittacks 0 (Zero) sq.ft. more or less by the strength of Deed No. 302 for the year 1995.

Thus the said Paresh Chandra Nag became the absolute sole owner of land measuring 18 (Eighteen) Cottahs 12 (Twelve) Chittacks 27 (Twenty Seven) sq.ft. more or less comprised in C.S. Dag No. 60, R.S. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 1035, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas.

5.1.3.12 **Record by Satya Ranjan Bhowmick** : The said Satya Ranjan Bhowmick recorded his name in the record of the Settlement in L.R. Khatian No. 532.

5.1.3.13 **Demise of Satya Ranjan Bhowmick** : The said Satya Ranjan Bhowmick died intestate, leaving behind his wife namely Asima Bhowmick and two sons namely Supriyo Bhowmick & Jayanta Bhowmick as his heirs and successors in interest in respect of the aforesaid land left by the said Satya Ranjan Bhowmick, since deceased.

5.1.3.14 **Joint Sale by Asima Bhowmick, Supriyo Bhowmick & Jayanta Bhowmick to one of the present owners, Parna Nag** : The said Asima Bhowmick, Supriyo Bhowmick & Jayanta Bhowmick jointly sold, transferred and conveyed their total land measuring 21 decimals equivalent to 12 (Twelve) Cottahs 11 (Eleven) Chittacks 12.60 (Twelve Point Six Zero) sq.ft. more or less out of their possession, in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 532, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one of the present owners, Parna Nag, by the strength of a Registered Deed of Conveyance, registered on 30.03.1992, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 73, Pages 129 to 138, being Deed No. 3450 for the year 1992.

5.1.3.15 **Record by Parna Nag** : After purchasing the same, the said Parna Nag recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1034, in respect of the aforesaid land.

5.1.3.16 **Absolute Ownership of Parna Nag** : Thus on the basis of the aforesaid deed, vide Deed No. 3450 for the year 1992, the said Parna Nag became the absolute owner of the aforesaid land measuring 12 (Twelve) Cottahs 11 (Eleven) Chittacks 12.60 (Twelve Point Six Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 1034, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas.

5.1.3.17 **Sale by Sukho Ranjan Bhowmick to Panchanan Nath** : The said Sukho Ranjan Bhowmick sold, transferred and conveyed a land measuring 22 decimals equivalent to 13 (Thirteen) Cottahs 5 (Five) Chittacks 0 (Zero) sq.ft. more or less out of his possession, in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one Panchanan Nath, by the strength of a registered Deed of Conveyance, registered on 28.04.1956, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, being Deed No. 4284 for the year 1956.

5.1.3.18 **Purchase by Chittaranjan Bhowmick, Manoranjan Bhowmick, Satya Ranjan Bhowmick & Sukho Ranjan Bhowmick from Panchanan Nath** : The said Chittaranjan Bhowmick, Manoranjan Bhowmick, Satya Ranjan Bhowmick & Sukho Ranjan Bhowmick jointly purchased the aforesaid land measuring 22 decimals equivalent to 13 (Thirteen) Cottahs 5 (Five) Chittacks 0 (Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, from the said Panchanan Nath, by the strength of a Registered Deed of Conveyance, registered on 15.05.1957, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 65, Pages 41 to 42, being Deed No. 3898 for the year 1957.

- 5.1.3.19 **Purchase by Chittaranjan Bhowmick from the said Manoranjan Bhowmick, Satya Ranjan Bhowmick & Sukho Ranjan Bhowmick** : The said Chittaranjan Bhowmick purchased 3/4th share in the aforesaid 22 decimals of land from his co-sharers, Manoranjan Bhowmick, Satya Ranjan Bhowmick & Sukho Ranjan Bhowmick, by the strength of a Registered Deed of Conveyance, registered on 05.09.1972, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 95, Pages 47 to 51, being Deed No. 5897 for the year 1972.
- 5.1.3.20 **Record by Chittaranjan Bhowmick** : The said Chittaranjan Bhowmick recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 213/1.
- 5.1.3.21 **Demise of Chittaranjan Bhowmick** : The said Chittaranjan Bhowmick died intestate on 24.11.1986, leaving behind his wife Ava Rani Bhowmick, two sons Sekhar Bhowmick & Anupam Bhowmick and two married daughters Snigdha Sinha, wife of Barun Sinha & Susmita Banerjee, wife of S.N. Banerjee as his heirs and successors in interest in respect of the aforesaid land, left by the said Chittaranjan Bhowmick, since deceased.
- 5.1.3.22 **Jointly Sale by Ava Rani Bhowmick & Others to Pramila Nag** : The said Ava Rani Bhowmick, Sekhar Bhowmick, Anupam Bhowmick, Snigdha Sinha & Susmita Banerjee jointly sold, transferred and conveyed 5 (Five) Cottah more or less of land out of their possession, in C.S. Dag No. 60, R.S. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 213/1, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one of the present owners, Pramila Nag, by the strength of a Registered Deed of Conveyance, registered on 18.01.1995, in the office of the D.S.R. North 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 6, Pages 107 to 112, being Deed No. 300 for the year 1995.
- 5.1.3.23 **Again Jointly Sale by Ava Rani Bhowmick & Others to the said Pramila Nag** : The said Ava Rani Bhowmick, Sekhar Bhowmick, Anupam Bhowmick, Snigdha Sinha & Susmita Banerjee again jointly sold, transferred and conveyed 11 (Eleven) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. more or less of land out of their possession, in C.S. Dag No. 60, R.S. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149,

L.R. Khatian No. 213/1, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to the said Pramila Nag, by the strength of a Registered Deed of Conveyance, registered on 16.06.1999, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 45, Pages 303 to 314, being Deed No. 1811 for the year 1999.

5.1.3.24 **Record by Pramila Nag** : The said Pramila Nag recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1036.

5.1.3.25 **Absolute Ownership of Pramila Nag** : Thus on the basis of the aforesaid deeds, Deed No. 300 for the year 1995 and Deed No. 1811 for the year 1999, the said Pramila Nag became the absolute owner of land measuring 16 (Sixteen) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 1036, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal.

5.1.3.26 **Joint Ownership of Paresh Chandra Nath, Pramila Nag & Parna Nag** : The said Paresh Chandra Nath, Pramila Nag & Parna Nag amalgamated their respective plots into one single plot and became the absolute joint owners of demarcated and amalgamated plot of Bagan land in total measuring 48 (Forty Eight) Cottahs 5 (Five) Chittacks 39.60 (Thirty Nine Point Six Zero) sq.ft. more or less, in C.S. Dag No. 60, R.S./L.R. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian Nos. 1035, 1034 & 1036, in Mouza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal.

5.1.3.27 **Sale by Paresh Chandra Nath, Pramila Nag & Parna Nag to Imperial Conclave Pvt. Ltd. & Others** : The said Paresh Chandra Nag, Pramila Nag & Parna Nag jointly sold, transferred and conveyed the aforesaid demarcated and amalgamated plot of Bagan land in total measuring 48 (Forty Eight) Cottahs 5 (Five) Chittacks 39.60 (Thirty Nine Point Six Zero) sq.ft. be the same a little more or less, to the present owners herein, Imperial Conclave Pvt. Ltd., KwalityRealtech Pvt. Ltd., Kolkata Niketan Pvt. Ltd., AmrishPrashadRungta & Gayatri Rungta, by the strength of a Registered Deed of Conveyance, registered on 25.05.2012, in the office of

the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 9, Pages 14338 to 14367, being Deed No. 16598 for the year 2012.

5.1.4 Record by the owners :

The said Amrish Prashad Rungta recorded his name in the L.R. Settlement, in L.R. Khatian No. 2712 and also the said Gayatri Rungta recorded her name in the L.R. Settlement, in L.R. Khatian No. 2909 and also the said Kwalitey Realtech Private Limited recorded its name in the L.R. Settlement, in L.R. Khatian No. 2907 and also the said Imperial Conclave Private limited recorded its name in the L.R. Settlement, in L.R. Khatian No. 2906 and also the said Kolkata Niketan Private limited recorded its name in the L.R. Settlement, in L.R. Khatian No. 2908, in respect of their respective plots of land.

5.1.5 Joint Ownership of Imperial Conclave Pvt. Ltd. & Others : Thus the said Imperial Conclave Pvt. Ltd., Kwalitey Realtech Pvt. Ltd., Kolkata Niketan Pvt. Ltd., Amrish Prashad Rungta & Gayatri Rungta amalgamated their respective plots into one single plot and became the absolute joint owners of demarcated and amalgamated plot of Bagan land as follows :

C.S. Dag No.	R.S./L.R. Dag No.	Nature of Land	Amalgamated Plot of Land
8	47	Bagan	01-08-04.00
60	48	Bagan	48-05-39.60
60	48	Bagan	25-00-00.00
			74-13-43.60

in total measuring 74 (Seventy Four) Cottahs 13 (Thirteen) Chittacks 43.60 (Forty Three Point Six Zero) sq.ft. be the same a little more or less, in C.S. Dag Nos. 8 & 60, R.S./L.R. Dag Nos. 47 & 48 under C.S. Khatian No. 129, R.S. Khatian Nos. 78 & 149, L.R. Khatian Nos. 1035, 1034 & 1036 corresponding to L.R. Khatian Nos. 2712, 2909, 2908, 2907 & 2908, in Mouza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal, morefully

described in the First Schedule hereunder written and the above mentioned

5.1.6 Gift by Imperial Conclave Pvt. Ltd. & Others in favour of Rajarhat

Panchayet Samity : The said the said Imperial Conclave Pvt. Ltd., Kwality Realtech Pvt. Ltd., Kolkata Niketan Pvt. Ltd., Amrish Prashad Rungta & Gayatri Rungta gifted a demarcated plot of vacant land measuring 74.986 (Seventy Four Point Nine Eight Six) Square Meter equivalent to 807.149 (Eight Hundred Seven Point One Four Nine) Square Feet be the same a little more or less, out of the aforesaid total land measuring 1.23 Acre be the same a little more or less, lying and situate at Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, comprised in C.S. Dag No. 60 & 8, R.S./L.R. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian Nos. 2906, 2907, 2908, 2712 & 2909, A.D.S.R.O. Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, Pin - 700135, in the State of West Bengal, in favour of Rajarhat Panchayet Samity, registered on 24.07.2020, in the office of the A.D.S.R. Rajarhat and recorded in Book No. I, Volume No. 1523-2020, Pages 195262 to 195283, being Deed No. 152304573 for the year 2020.

5.1.7 REGISTERED DEVELOPMENT AGREEMENT & REGISTERED POWER OF ATTORNEY :

5.1.8 Registered Development Agreement : The said (1) IMPERIAL CONCLAVE PVT. LTD., (2) Gayatri Rungta, (3) Amrish Prashad Rungta & (4) Kolkata Niketan Pvt. Ltd. and (5) KWALITY REALTECH PVT. LTD. Landowners herein, jointly executed a Registered Development Agreement with the present Developer, Imperial Conclave Pvt. Ltd., for constructing a multi storied building complex on the said amalgamated plot of land, with some terms and conditions mentioned in the said Development Agreement. The said Registered Development Agreement

was registered on 23.11.2020, registered in the office of the A.R.A-I Kolkata, and duly recorded in book no. I, volume no. 1901-2020, pages from 211065 to 211120, being no. 190104256 for the year 2020.

5.1.9 **Registered Power of Attorney** : The said said (1) IMPERIAL CONCLAVE PVT. LTD., (2) Gayatri Rungta, (3) Amrish Prashad Rungta & (4) Kolkata Niketan Pvt. Ltd. and (5) KWALITY REALTECH PVT. LTD also executed a Registered Development of Power of Attorney, appointing the said Imperial Conclave Pvt. Ltd., represented by its Directors, Gayatri Rungta and Amrish Prashad Rungta, Developer herein, as their Constituted Attorney. The said Power of Attorney was registered on 23.11.2020, registered in the office of the A.R.A-I Kolkata and duly recorded in book no -I, volume no. 1901-2020, pages from 211615 to 211643, being no. 190104267 for the year 2020.

5.1.10 **CONVERSION OF LAND :**

5.1.11 **Conversion of Land from Bagan to Bastu** : The present owners applied before the B.L. & L.R.O. and S.D.L. & L.R.O for change of nature of the land in R.S./L.R. Dag Nos. 47 & 48 in Mouza - Bhatenda, from 'Bagan' to 'Bastu & Housing Complex' and the Ld. B.L. & L.R.O. & S.D.L. & L.R.O converted the said land in R.S./L.R. Dag Nos. 47 & 48 from 'Bagan' to 'Bastu & Housing Complex' vide Memo No. L-13011(11)/51/2015-DL & LRO/120958 dated 05.08.2015.

5.1.12 **SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING COMPLEX :**

5.1.13 **Sanction of Building Plan** : The present Owners/Developer duly sanctioned a building plan from the concerned Rajarhat Panchayat Samity, North 24 Parganas and North 24 Parganas Zilla Parisad, on the said amalgamated plot of land vide Sanctioned Building Plan being order no. 193/RPS dated 10.02.2026.

5.1.14 Construction of Building Complex namely “KWALITY WATERSIDE” :

The said Developer, Imperial Conclave Pvt. Ltd. on the basis of the said sanctioned building plan, constructed a multi storied building complex namely **“KWALITY WATERSIDE”** on the said amalgamated plot of land and which is morefully described in the First Schedule hereunder written.

6. DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION & REPRESENTATION :

6.1 Desire of Purchaser for purchasing a Flat & One Independent Covered Car Parking Space from Developer’s Allocation :

The Purchaser herein perused and inspected Title Deeds, Registered Development Agreements, Registered Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied herself in regards thereto and approached to the Developer herein, to purchase **ALL THAT** piece and parcel of one independent _____ flooring residential flat, being Flat No. _____, on the ___th (_____) **Floor**, in **Block-**_____, measuring _____ (_____) Square Feet be the same a little more or less of Super Built Up area, consisting ____ Bed Rooms, ____ Drawing-cum-Dining, ____ Kitchen, ____ Toilets & ____ Balcony, AND ALSO piece and parcel of one Individual Independent Covered Car Parking Space, being **Car Parking Space No.** _____, on the _____ **Floor**, in **Block-**_____, measuring _____ (_____) Square Feet be the same a little more or less of Super Built Up area, lying and situated in the said building complex namely “ _____ ” at Mouza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, A.D.S.R.O. formerly Bidhannagar, Salt Lake City presently A.D.S.R.O Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, West Bengal, from Developer’s Allocation, together with land share and share in common portion and morefully described in the Second Schedule hereunder written, lying and situated

on the said amalgamated plot of land, which is more fully described in the First Schedule hereunder written [**Hereinafter called and referred to as the SAID FLAT & INDEPENDENT COVERED CAR PARKING SPACE/SAID PROPERTY**].

6.1.1 **Acceptance by Developer:** The Developer/Confirming Party herein accepted the aforesaid proposal of the Purchaser and agreed to sell the **SAID FLAT & INDEPENDENT COVERED CAR PARKING SPACE/SAID PROPERTY** more fully described in the Second Schedule hereunder written, together with land share and share in common portion.

6.1.2 **Consideration :** The total sale consideration of the **SAID FLAT** is **Rs Rs.** _____/- (Rupees _____ only), AND the consideration for sale of SAID COVERED CAR PARKING SPACE is **Rs.** _____/- (Rupees _____ only), in aggregated consideration of **Rs.** _____/- (Rupees _____ only), and subsequently the Purchaser herein already paid the same to the Developer/Confirming Party herein as per memo attached herewith.

6.1.3 **True and Correct Representations :** The Landowners/Vendors are the absolute and undisputed joint owners of the First Schedule property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.

7. **LAND SHARE & SHARE IN COMMON PORTIONS :**

7.1 **Land Share :** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat & Independent Covered Car Parking Space more fully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat & Independent Covered Car Parking Space bear to the total super built-up area of the Said Building Complex.

7.1.1 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building Complex is attributable to the Said Flat & Independent Covered Car Parking Space (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat & Independent Covered Car Parking Space bear to the total super built-up area of the Said Building Complex.

8. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES** : The Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

8.1 **No Acquisition/Requisition:** The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat & Independent Covered Car Parking Space and/or any part of the property in which the present building complex is lying and declare that the Said Flat & Independent Covered Car Parking Space is/are not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

8.1.1 **No Encumbrance** : The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat & Independent Covered Car Parking Space or any part thereof can or may be impeached, encumbered or affected in title.

8.1.2 **Right, Power and Authority to Sell** : The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat & Independent Covered Car Parking Space to the Purchaser herein.

8.1.3 **No Dues** : No tax in respect of the Said Flat & Independent Covered Car Parking Space is due to the concerned authority or authorities and no Certificate Case is pending for realization of any taxes from the Landowners/Vendors and the Developer/Confirming Party herein.

8.1.4 **No Mortgage** : No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat & Independent Covered Car Parking Space or any part thereof.

8.1.5 **No Personal Guarantee** : The Said Flat & Independent Covered Car Parking Space is/are not affected by or subject to any personal guarantee for securing any financial accommodation.

8.1.6 **No Bar by Court Order or Statutory Authority** : There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat & Independent Covered Car Parking Space or any part thereof.

9. **BASIC UNDERSTANDING :**

9.1 **Agreement to Sell and Purchase** : The Purchaser herein has approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT & INDEPENDENT COVERED CAR PARKING SPACE/SAID PROPERTY** from Developer's Allocation and the Purchaser based on the representations, warranties and covenants mentioned hereinabove

(collectively Representations), has agreed to purchase the Said Flat & **INDEPENDENT** Covered Car Parking Space from the Developer/Confirming Party and Landowners/Vendors herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said property on _____.

10. **TRANSFER :**

10.1 **Hereby Made :** The Landowners/Vendors and Developer/Confirming Party hereby sell, convey and transfer the Purchaser the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT & INDEPENDENT COVERED CAR PARKING SPACE/SAID PROPERTY** more fully described in the Second Schedule hereinafter written, together with proportionate undivided share of land more fully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building complex, described and referred in the Part-II of the Third Schedule hereinafter written and Floor Plan of the said flat is attached herewith.

10.1.1 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs. _____/- (Rupees _____ only)** paid by the Purchaser to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admits and acknowledges.

11. **TERMS OF TRANSFER :**

11.1 **Salient Terms :** The transfer being effected by this Conveyance is :

11.1.1 **Sale :** A sale within the meaning of the Transfer of Property Act, 1882.

11.1.2**Absolute** : Absolute, irreversible and perpetual.

11.1.3**Free from Encumbrances** : Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vesting's and liabilities whatsoever.

11.2 **Subject to** : The transfer being effected by this Conveyance is subject to :

11.2.1**Indemnification** : Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at cost of the Purchaser, forthwith take all necessary steps to remove and/or rectify.

11.2.2**Transfer of Property Act** : All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchaser as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

11.2.3**Delivery of Possession:** Khas, vacant and peaceful possession of the Said Flat & **INDEPENDENT COVERED** Car Parking Space have been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchaser, which the Purchaser admits, acknowledges and accepts.

11.2.4**Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat & **INDEPENDENT COVERED** Car Parking

Space relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

11.2.5 Holding Possession : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchaser and her heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat & Independent Covered Car Parking Space and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.

11.2.6 No Objection to Mutation : The Landowners/Vendors and Developer/Confirming Party declare that the Purchaser can fully be entitled to mutate her name in all records of the concerned authority/authorities and to pay tax or taxes and all other impositions in her own name. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchaser in all respect to cause mutation of the Said Flat & Independent Covered Car Parking Space in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.

11.2.7 Further Acts : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and

Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchaser and/or her successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of Land]

PART-I

ALL THAT piece and parcel of a demarcated plot of Bastu(Housing Complex) land measuring 73 (Seventy Three) Cottah 12 (Twelve) Chittack 1.451 (One point Four Five One) sq.ft. equivalent to 123 decimals be the same a little more or less, in C.S. Dag Nos. 8 & 60, R.S./L.R. Dag Nos. 47 & 48, under C.S. Khatian No. 129, R.S. Khatian Nos. 78 & 149, L.R. Khatian Nos. 1035, 1034 & 1036 corresponding to L.R. Khatian Nos. 2712, 2909, 2908, 2907 & 2908, lying and situate at Mouza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, A.D.S.R.O. formerly Bidhannagar, Salt Lake City presently Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, West Bengal. The plot of land is mentioned below in tabular form and butted & bounded as follows :-

R.S/L.R Dag	L.R Khatian	Nature	Area
47	2712	Bastu(Housing Complex)	6 decimals
48	2906,2907,2908,2909 and 2712	Bastu(Housing Complex)	117 decimals
Total Area			123 decimals

ON THE NORTH : Cannel.
ON THE SOUTH : R.S. Dag No. 40 & 44.
ON THE EAST : 14'6" wide Bhatenda Karmakar Para Road.
ON THE WEST : R.S. Dag No. 45 & 46.

PART-II

(DESCRIPTION OF THE PHASE-I IN THE HOUSING COMPLEX)

ALL THAT PHASE-I named as _____ Block being part of “KWALITY WATERSIDE” Housing Complex situated at partly in C.S. Dag Nos. 8 & 60, R.S./L.R. Dag Nos. 47 & 48, under C.S. Khatian No. 129, R.S. Khatian Nos. 78 & 149, L.R. Khatian Nos. 1035, 1034 & 1036 corresponding to L.R. Khatian Nos. 2712, 2909, 2908, 2907 & 2908, under Mouza - Bhatenda, J.L. No. 28, which is more fully described in Part-I, hereinbefore mentioned comprised in 4 Nos. Partly Straight IV & Partly G+IV storied building together with common areas and parts belonging thereto.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Sold Property / Said Property]

[Description of Flat]

ALL THAT piece and parcel of one independent _____ flooring residential flat, being Flat No. _____, on the ___th (_____) **Floor**, in **Block-**____, measuring _____ (_____) Square Feet be the same a little more or less of Super Built Up area, consisting ____ Bed Rooms, ____ Drawing-cum-Dining, ____ Kitchen, ____ Toilets & ____ Balcony, lying and situated in the said building complex namely “_____” at Mouza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, A.D.S.R.O. formerly Bidhannagar, Salt Lake City presently A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, which is more fully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, lying in the said building complex. A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

[Description of Independent Covered Car Parking Space]

ALL THAT piece and parcel of one Individual Independent Covered Car Parking Space, being **Car Parking Space No.** _____, on the _____ **Floor**, in **Block-** _____, measuring _____ (_____) Square Feet be the same a little more or less of Super Built Up area, lying and situated in the said building complex namely “ _____ ” at Mouza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, A.D.S.R.O. formerly Bidhannagar, Salt Lake City presently A.D.S.R.O Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, which is more fully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said Independent Covered Car parking space, lying in the said building complex.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land more fully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartiable share of common areas and common amenities more fully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

PART-I

Foundation, Columns, Beams, Supporting Corridors, Lobbies;

2. Entrance and Exits, Pathways, Dirveways;
3. Staircase, Landings;
4. Boundary Walls;
5. Window and Grills in the Common Areas ect.;

6. Electrical Room, Electric Meter for common lighting;
7. Water supply pipes, water Filtration Plant and its installations;
8. Pumps, its installations and the Pump Room;
9. Transformers and the space for its installations;
10. Shafts, Ducts, electrical wiring for the Common lighting, fittings and its accessories for the Common Area;
11. Drainage, Swerage Pits, Pipeline and accessories;
12. Security Guard Room/Caretaker Room, Toilets for the Security Guards/Caretakers;
13. Garden or Landscape Area;
14. Community Hall;
15. Gymnasium;
16. Children's Play Area;

PART-II

[DESCRIPTION OF THE FIXTURE AND FITTINGS]

STRUCTURAL WORKS:

- 1 **STRUCTURE:** Building designed with R.C.C Frame structure which rest on individual column, design approved by the competent authority.
- 2 **EXTERNAL WALL:** 8" thick brick wall and plastered with cement mortar.
- 3 **INTERNAL WALL:** 5"/ 3" thick brick wall and plastered with cement mortar.
- 4 **FLOORING:** Flooring is of Marble/Floor Tiles / cementing.
- 5 **BATHROOM:** Bath room fitted upto door height with white glazed tiles of standard brand.
- 6 **KITCHEN:** Cooking platform and sink with tap.

- 7 **TOILET:** Toilet of Indian type/commode, all with PVC Cistern and one wash basin toilet .All fittings are in standard type.
- 8 **DOORS:** All Doors are wooden frame & flush doors .Standard lock and peep hole on main entrance door.
- 9 **WINDOWS:** Aluminum channel window with full glass panel and good quality grill will be provided in the windows.
- 10 **WATER SUPPLY:** Water supply around the clock is assured for which necessary Submersible Pump will be installed.
- 11 **PLUMBING:** Toilet Concealed wiring with two bibcock, one shower in toilet, all fittings are standard quality.

ELECTRICAL WORKS:

- 1 Full concealed wiring with copper wire.
- 2 In Bed Room: two light points, only one 5 amp plug, one fan point
- 3 Living /Dining Room: two light points ,one fan points, one 15 amp plug points , one 5 amp plug point, (as per required location)
- 4 Kitchen: One light point, one exhaust fan point and one 15 amp plug point.
- 5 Toilet: One light point, one exhaust fan point, one Geyser point in one toilet.
- 6 Varandah: One light point and one 5 amp plug point.
- 7 One light point at main Entrance.
- 8 Calling bell: Calling bell points at the main Entrance.

PAINTING:

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All door and windows frame and shutter painted with white primer.

EXTRA WORK: Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.

THE FIFTH SCHEDULE ABOVE REFERRED TO
[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building/complex.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building/complex.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building/complex.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building/complex.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building/complex.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building/complex].
7. Insurance : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations

including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building/complex.

9. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said building/complex save those separately assessed on the buyer/s.
10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building/complex.

THE SIXTH SCHEDULE ABOVE REFERRED TO

[Rights and obligations of the purchaser]

Absolute User Right :

The purchaser shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat & car parking space of the building/complex :

The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.

Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat & car parking space including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchaser shall have to maintain the floor of the said flat & car parking space, so that it may not cause leakage or slippage to the floor underneath.

Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for

this purpose, the purchaser shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchaser shall restore forthwith such dug up holes or excavations at her own costs and expenses.

Maintaining, repairing, white washing or painting of the door and windows of the said flat in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.

Mutating her name as owner of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.

Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the property described in schedule in any manner, so as to effect the vendors/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.

Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.

To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.

Right to park one small sized car/two wheeler in the car parking space without disturbing the other car parking space owners of the building. The car owner will be bound to accommodate his/her car with other car owners as and when needed.

Obligations :

The purchaser shall not store any inflammable and/or combustible articles in the said flat & car parking space, but excluding items used in kitchen and personal purpose.

The purchaser shall not store any rubbish or any other things in the stair case and not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building/complex.

The purchaser shall not make any additions and alterations in the property, whereby the main building/complex may be damaged, but the purchaser shall be entitled to erect wooden partition only in the said flat for the purpose of her requirement.

The purchaser shall also pay her proportionate share for insurance of the building/complex for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.

The purchaser will not allow to construct any kind of partition in the said car parking space.

The purchaser will not fix and/or construct any shed/shutter over the open space of the said car parking space.

The purchaser use the said car parking space as it is condition as the developer constructed in the said building.

The purchaser must allow the other car parking space owners for free access or free moving of his/her/their car in the building/complex.

Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building/complex by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building/complex.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building/complex or premises.
2. The right in common with the other purchaser to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit/flat and/or parts and/or common areas.
3. The right of protection for other parts of the building/complex by all parts of the unit/flat as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building/complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit/flat for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchaser shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building/complex under West Bengal Ownership Apartment Act, 1972. Upon the purchaser fulfilling her obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchaser shall co-operate with the vendors/developer till the Association/Society

may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building/complex.

2. Upon formation of the Association/Society, the vendors/developer shall transfer all its rights and obligations as also the residue then remaining of the deposits made by the purchaser or otherwise after adjusting all amounts remaining due and payable by the purchaser and the amounts so transferred henceforth be so held the Association/Society under the account of purchaser for the purpose of such deposit.
3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendors/developer for all liabilities due to non fulfillment of his/her/their respective obligations by the co-owners and/or the Association/Society.

IN WITNESS WHEREOF The parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata in the presence of:

1.

Gayatri Rungta
For self & As Constituted Attorney
Imperial Conclave Pvt Ltd
Gayatri Rungta
Amrish Prashad Rungta
Kolkata Niketan Pvt Ltd
Kwality Realtech Pvt Ltd.

2.

LANDOWNERS/VENDORS

SIGNED, SEALED AND DELIVERED

By the parties at Kolkata
In the presence of

1.

DEVELOPER

2.

PURCHASER

Drafted By

***Arnab Saha
Advocate, District Judges Court, Barasat
Reg- Reg-F/1873/2016
GHOSH & SAHA LAW FIRM***

MEMO OF CONSIDERATION

Received with thanks from the above named purchaser, a sum of **Rs.** _____/- (**Rupees** _____ **only**) towards the total consideration of the said flat & car parking space, which is more fully described in the Second Schedule hereinabove written, together with undivided proportionate share of land more fully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchaser.

Date	Bank & Branch	CHEQUE/DD/RTGS /NEFT/IMPS/UPI- REF.NO:-	Amount (RS.)

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

Witnesses:-

1.

2.

DEVELOPER