

DEED OF CONVEYANCE


THIS DEED OF CONVEYANCE made on this..... day of __ _ 20__ (Two Thousand __ _) Between

1) SRI SUJOY KUMAR PATHAK (PAN NO.AGOPP7195H) son of late Nirmal Chandra Pathak, residing at TM 5/27, Nisikanan, Tegharia, P.O. Hatiara, P.S. Rajarhat Kolkata-700 059, **2) SRI ANANDARUP BONNERJEE (PAN NO.AGWPB7797B)** son of Sri Sunayak Banerjee residing at 8, Jatin Bagchi Road, P.S.Gariahat , Kolkata-700 029 and **3) SRI DIPANKAR BANERJEE(PAN NO.ADMPB6104D)** son of Sri Manabendra Banerjee residing at 11, Basanta Bose Road, P.S. Bhawanipur, Kolkata-700026 all by faith Hindi all by Occupation Computer Engineer all by national Indian represented by their **Constituted Attorney (1) SRI ANIL CHANDRA GHOSH (PAN NO.AGKPG0595N)** son of late Surendra Chandra Ghosh and **(2) SRI TAPASH KUMAR GHOSH (PAN NO.AGFPG5848M)** son of Sri Anil Chandra Ghosh, both by faith Hindu, both by occupation : Business, both by national Indians, both permanently residing at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:- Survey Park, Kolkata-700 075 partners of **“M/S. RAJLAKSHMI ASSOCIATE” (PAN NO.AATFR8743G)** having its Registered office at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 **(Development Power of Attorney Registered at D.S.R.-IV South 24- Parganas and recorded in Book No. I, CD Volume No. 20, Pages from 3148 to 3168, Being No.03693 for the year 2014)** hereinafter referred to as the **OWNERS** (which expression shall unless otherwise repugnant to the context be deemed to mean and include their respective heirs, executors, representatives, administrators and assignees) party of the **FIRST PART.**

A N D

MR/MRS (**PAN NO:**)
son / daughter / wife of **Residing at** _____
_____ by Nationality- Indian, by faith _____ **“ALLOTTEE/S OR PURCHASER/S”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his / her/ their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

Contd.....Pg/2.

For RAJLAKSHMI ASSOCIATE

Partner

For RAJLAKSHMI ASSOCIATE

Partner

A N D


“M/S. RAJLAKSHMI ASSOCIATE” (PAN NO.AATFR8743G) a partnership firm, having its Registered office at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 represented by its partners **(1) SRI ANIL CHANDRA GHOSH (PAN NO.AGKPG0595N)** son of late Surendra Chandra Ghosh and **(2) SRI TAPASH KUMAR GHOSH (PAN NO.AGFPG5848M)** son of Sri Anil Chandra Ghosh, both by faith Hindu, both by occupation : Business, both by national Indians, both permanently residing at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:- Survey Park, Kolkata-700 075 75 hereinafter referred to as the **PROMOTER** (which term or expression shall unless included by or repugnant to the subject or context be deemed to include its heirs, executors, administrators, legal representatives, administrators and assignees) party of the **THIRD PART.**

WHEREAS at Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khatian No.27, R.S. Dag No.50, now within the jurisdiction of the Rajpur -Sonarpur Municipality ward no 27 at present 25 the total Danga at present Bastu land measuring an area more or less 63 decimals were recorded at Revisional Settlement of Survey (as per Rayati Dhakhali Satta) in the name of Sri Bipin Behari Naskar and Sri Ramanath Naskar.

AND WHEREAS while the said Bipin Behari Naskar and Ramanath Naskar were enjoying and possessing the entire property as above the said Bipin Behari Naskar died intestate on 04/05/1941 leaving behind him surviving his three sons namely Sri Dharendra Naskar alies Dharendra Nath Naskar, Sri Jugal Naskar Alies Jugal Chandra Naskar and Sri Pravas Naskar Alies Pravas Chandra Naskar who became the owners in equal shares in the said property left by their deceased father Bipin Behari Naskar as per Hindu Succession Act 1956 and their mother died many years before from their father’s death.

AND WHEREAS thereafter the said Ramanath Naskar died leaving behind him surviving his only one son namely Sri Atul Naskar alies Atul Chandra Naskar, who became the absolute owner in the said property left by his deceased father as per Hindu Succession Act 1956 and his mother died many years before from his father’s death.

AND WHEREAS thus by inheritance Sri Dharendra Naskar alies Dharendra Nath Naskar, Sri Jugal Naskar Alies Jugal Chandra Naskar, Sri Pravas Naskar Alies Pravas Chandra Naskar and Sri Atul Naskar alies Atul Chandra Naskar became the absolute undivided owners and enjoying and possessing their shares on their entire property measuring 42 decimal Danga Land at present Bastu and recorded and

For RAJLAKSHMI ASSOCIATE

 Partner

For RAJLAKSHMI ASSOCIATE

 Partner


published their names at ROR after Revisional Survey of Settlement under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, now within the jurisdiction of the Rajpur -Sonarpur Municipality ward no 27 at present 25 and have been paid rates and tax up-to-date.

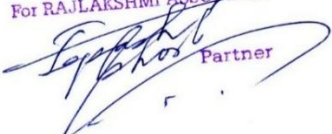
AND WHEREAS thereafter Sri Dhirendra Naskar alies Dhirendra Nath Naskar, Sri Jugal Naskar Alies Jugal Chandra Naskar, Sri Pravas Naskar Alies Pravas Chandra Naskar all the owners as mentioned sold and transferred measuring more or less 22 Decimal Bastu Land with old structure standing there on nearby the main road out of 42 Decimal to Smt Archanna Bramha wife of Sri Sudhansu Mohan Brahma and Smt Manashi brahma wife of Sri Amal Krishna Brahma by a registered Deed Of Sale and the said Deed was Registered at S.R Baraipur on 19/10/1965 which was recorded in Book No-I, Volume No.132, Pages from 120 to 124, being no. 10075 for the year 1965.

AND WHEREAS thereafter Smt Archanna Bramha wife of Sri Sudhansu Mohan Brahma and Smt Manashi brahma wife of Sri Amal Krishna Brahma sold and transferred a portion of Land measuring more or less 16 Decimal (09K-02Ch-00Sft) Bastu Land with old structure standing there on out of 22 decimal to Sri Sukhomoy Gupta son of Ram Chandra Gupta in the name of Sri Sudha Sindhu Sengupta and Subimal Kanti Sengupta both son of Sushil Chandra Sengupta as his two benamder by a registered Deed of Sale and the said Deed was Registered at D.R Alipore on 29/06/1966 which was recorded in Book No-I,. Volume No.97, Pages from 74 to 81, being no. 4241 for the year 1966, wherein Sri Sudhansu Mohan Brahma and Amal Krishna Brahma both son of Sachindra Mohan Brahma signed as the confirming party.

AND WHEREAS thereafter Sri Sukhomoy Gupta son of Ram Chandra Gupta transferred the said Land measuring more or less 16 Decimal (09K-02Ch-00Sft) Bastu Land with old structure standing there on to Sri Sudha Sindhu Sengupta and Sri Subimal Kanti Sengupta both sons of Sushil Kanti Sengupta by a Registered Deed of Release and the said Deed was Registered at D.R Alipore on 04/03/1982 which was recorded in Book No-I,. Volume No.71, Pages from 230 to 233, being no. 2667 for the year 1982 with valuable consideration therein.

AND WHEREAS by dint of the aforesaid Deed of Release Sri Sudha Sindhu Sengupta and Sri Subimal Kanti Sengupta both sons of Sushil Kanti Sengupta became the absolute owners of Land measuring more or less 16 Decimal (09K-02Ch-00Sft) more or less under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, Dist 24-Parganas(S).

For RAJLAKSHMI ASSOCIATE

 Partner


For RAJLAKSHMI ASSOCIATE

 Partner

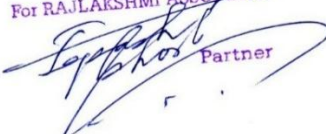
AND WHEREAS thereafter Atul Naskar alies Atul Chandra Naskar, the owner as mentioned above sold and transferred a Land measuring more or less 20 Decimal(12 K-00Ch-00Sft) more or less Bastu Land with old structure standing there on under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, Dist 24-Parganas(S) to Smt Manashi brahma wife of Amal Krishna Brahma by a registered Deed Of Sale and the said Deed was Registered at S.R Baraipur on 19/06/1965 which was recorded in Book No-I, Volume No.93, Pages from 30 to 34, being no. 6379 for the year 1965.

AND WHEREAS thereafter Smt Manashi Brahma wife of Sri Amal Krishna Brahma , the owner as mentioned above sold and transferred a Land measuring more or less 20 Decimal(12 K-00Ch-00Sft) more or less Bastu Land with old structure standing there on under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, Dist 24-Parganas(S) to Sri Shymal Kanti Sengupta, Sri Sukamal Kanti Sengupta, Sri Subhas Kanti Sengupta all sons of Sushil Kanti Sengupta in the name of Sri Sukhomoy Sengupta as their benamder by a registered Deed Of Sale and the said Deed was Registered at D.R Alipore on 29/07/1966 which was recorded in Book No-I, Volume No.84, Pages from 193 to 199, being no. 4242 for the year 1966, wherein Sri Amal Krishna Brahma signed as the confirming party.

AND WHEREAS thereafter Sri Sukhomoy Gupta son of Ram Chandra Gupta transferred Land measuring more or less 20 Decimal (12K-00Ch-00Sft)more or less Bastu Land with old structure standing there on under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, Dist 24-Parganas(S) to Sri Shymal Kanti Sengupta, Sri Sukamal Kanti Sengupta, Sri Subhas Kanti Sengupta all sons of Sri Sushil Kanti Sengupta by a Registered Deed of Release and the said Deed was Registered at D.R Alipore on 25/02/1982 which was recorded in Book No-I,. Volume No.64, Pages from 137 to 140, being no. 2227 for the year 1982.

AND WHEREAS thus by dint of the aforesaid Deed of Release Sri Shymal Kanti Sengupta, Sri Sukamal Kanti Sengupta, Sri Subhas Kanti Sengupta all sons of Sri Sushil Kanti Sengupta became the absolute owners of bastu land measuring more or less 20 Decimal (12K-00Ch-00Sft) more or less under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, Dist 24-Parganas(S).

For RAJLAKSHMI ASSOCIATE

 Partner


For RAJLAKSHMI ASSOCIATE

 Partner

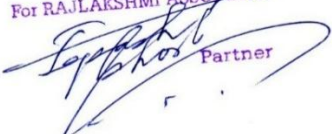
AND WHEREAS while the said five brothers herein Sri Sudha Sindu Sengupta, Sri Subimal Kanti Sengupta Sri Shymal Kanti Sengupta, Sri Sukamal Kanti Sengupta, and Sri Subhas Kanti Sengupta all sons of Sri Sushil Kanti Sengupta were enjoying and possessing the entire property i.e 36(16+20) Decimal (21K-02Ch-00Sft) jointly the said Sri Subhas Kanti Sengupta died intestate on 29/10/2007 leaving behind him surviving his one son namely Satyajit Sengupta and his mother Smt Sarmistha Sengupta died many years before his father's death who became the absolute owner in the said property left by his deceased father Subhas Kanti Sengupta as per Hindu Succession Act 1956 and thereafter the said Shymal Kanti Sengupta died intestate on 27/07/2001 leaving behind him surviving his two sons namely Sri Sabyasachi Sengupta, Sri Sibiraj Sengupta, one daughter namely Smt Sanghamitra Majumder (Sengupta) and his wife Smt Santa Sengupta who became the joint absolute owners in equal shares in the said property left by deceased Shymal Kanti Sengupta as per Hindu Succession Act 1956 .

Thus (1)Sri Sukamal Kanti Sengupta and (2) Sri Subimal Kanti Sengupta , (3) Sri Sudha Sindu Sengupta all son of Late Sushil Chandra Sengupta (4) Satyajit Sengupta son of Late Subhas Kanti Sengupta (5.a) Sri Sabyasachi Sengupta (5.b) Sri Sibiraj sengupta (5.c) Smt Sanghamitra Majumder(Sengupta) all sons and daughter of Late Shymal Kanti Sengupta and (5.d) Smt Santa Sengupta wife of late Shymal Sengupta became the absolute owners of adequate share at their total land measuring 36 decimal (21K-02 Ch-00Sft) more or less by way of purchase or by inheritance.

AND WHEREAS thereafter Smt Sanghamitra Majumder(Sengupta) and Sri Sibiraj Sengupta executed two several Registered Power of Attorney in favour of Sri Sudha Sindhu Sengupta for sale and transfer their each share to any purchaser/s and the said Deeds were registered at SR Alipore on 02/11/2011 and recorded in Book No IV, C D.Vol No. 4, Pages From 2201 to 2212 being Deed No. 02225 for the year 2011 and another one at Additional Registrar of Assurance -III, Kolkata on 20/06/2011 and recorded in Book No. IV, CD. Vol. No. 5, Pages from 4447 to 4456 for the year 2011 respectively.

AND WHEREAS thereafter (1)Sri Sukamal Kanti Sengupta and (2) Sri Subimal Kanti Sengupta, (3) Sri Sudha Sindu Sengupta all son of Late Sushil Chandra Sengupta (4) Satyajit Sengupta son of Late Subhas Kanti Sengupta (5.a) Sri Sabyasachi Sengupta (5.b) Sri Sibiraj sengupta (5.c) Smt Sanghamitra Majumder(Sengupta) all sons and daughter of Late Shymal Kanti Sengupta and (5.d) Smt Santa Sengupta wife of late Shymal Sengupta sold and transferred a Bastu Land measuring more or less 19K-02Ch-00Sft out of 21K-02Ch-00Sft more or less purely demarcated Bastu Land with old structure standing there on under Mouza:

For RAJLAKSHMI ASSOCIATE

 Partner

For RAJLAKSHMI ASSOCIATE

 Partner


Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, within the jurisdiction of Rajpur Sonarpur Municipality, Dist 24-Parganas(S), Kolkata-700151 to Sri Sujoy Kumar Pathak, Sri Anandarup Bonnerjee and Sri Dipankar Banerjee by a registered Deed Of Sale and the said Deed was Registered at ASDR Sonarpur on 6th January 2012 which was recorded in Book No-I, C D Volume No.1, Pages from 2704 to 2756, being no. 00192for the year 2012 with valuable consideration therein.

Thus Sri Sujoy Kumar Pathak, Sri Anandarup Bonnerjee and Sri Dipankar Banerjee by dint of the aforesaid deed became the absolute owners of Bastu Land measuring more or less 19K-02Ch-00Sft demarcated with proper boundary including old dilapidated RTS structure standing there on under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, within the jurisdiction of Rajpur Sonarpur Municipality, Dist. 24-Parganas(S), Kolkata-700151 and are in peaceful enjoyment free from all encumbrances and hindrances whatsoever.

AND WHEREAS thereafter Sri Sujoy Kumar Pathak, Sri Anandarup Bonnerjee and Sri Dipankar Banerjee applied for mutation at BLLRO and got the mutation and published as LR. Khatian Nos.554, 553 and 552 respectively under LR Dag No. 92, Mouza: Dhamaitala, J.L. No. 75, Dist: 24 Parganas(South) and also applied for Mutation at Rajpur Sonarpur Municipality and got the mutation and being its Municipality Holding No. 89, Road Name. Dhamaitala Lane, P.S. Sonarpur, Ward No. 25, Kolkata 700151 on their said bastu Land measuring 19K-02Ch-00 Sq.ft more or less and have been paying rates and taxes upto date. The premises is more fully described in the Schedule "A" here in below

AND WHEREAS thereafter the First Party herein Sri Sujoy Kumar Pathak, Sri Anandarup Bonnerjee and Sri Dipankar Banerjee as lawful undivided un-demarcated owners are jointly desirous of developing the said bastu land measuring 19K-02Ch-00Sft more or less details mentioned in Schedule "A" herein under by doing construction several multi-storeyed building containing residential flat/s, parking space/s and shop/s as per plan. .

AND WHEREAS thereafter the said Sri Sujoy Kumar Pathak, Sri Anandarup Bonnerjee and Sri Dipankar Banerjee jointly entered into one Development Agreement on dated 21st day of May 2014, with "**M/S. RAJLAKSHMI ASSOCIATE**" a partnership firm, having its Registered office at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 and authorizing the said firm and its partners herein **(1) SRI ANIL CHANDRA GHOSH**

For RAJLAKSHMI ASSOCIATE

 Partner


For RAJLAKSHMI ASSOCIATE

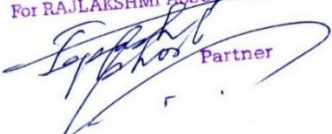
 Partner

and **(2) SRI TAPASH KUMAR GHOSH** to erect and or construct several buildings comprising several flats, parking spaces and Shops at its own costs and expenses on the aforesaid Rayati Dhakhali Satta Bastu land measuring 19K- 02Ch- 00Sft more or less under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5, R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, now within the jurisdiction of the Rajpur -Sonarpur Municipality ward no 27 at present 25, LR Khatian Nos.554, 553 and 552 under LR Dag No. 92, Dist: 24 Parganas(South) and being its Municipality Holding No. 89, Road Name. Dhamaitala Lane, Kolkata 700151 (fully describe at the Schedule-A below) to dispose the same by way of sale to the intending purchaser or purchasers of the said flat/s parking space/s and shop/s to be constructed thereon by said **"M/S. RAJLAKSHMI ASSOCIATE"** therein mentioned in the development agreement as Promoter except owners' allocation as per agreement dated 21st May 2014 as per sanction plan obtained in their names and on behalf of the said Sri Sujoy Kumar Pathak, Sri Anandarup Bonnerjee and Sri Dipankar Banerjee from the Rajpur Sonarpur Municipality and the said Deed Of Development Agreement Registered on 21st May 2014 at D.S.R.-IV South 24-Parganas, recorded in Book no. -, C.D. Volume No. 20, Pages from 3109 to 3135 being No. 03692 for the year 2014 and the **Promoter** has agreed and undertaken to build at its own costs the said building/s and in conformity with the plan sanctioned by the Rajpur Sonarpur Municipality, with proper construction and all conveniences and amenities therein and to sell or dispose of the several flats / parking spaces / or independent units/ shops comprised therein to the intending purchaser/s on such terms as it may deem fit on ownership basis.

The Promoter out of its own funds and of moneys received from the intending purchaser/s for constructing the building at the said premises more particularly described in Schedule 'A' hereunder written and herein after called 'The said land' and on behalf of several purchasers, parties or nominees of the Promoter intending to acquire flats and/or units in the said building in accordance with the sanction of the Rajpur Sonarpur Municipality consisting of Ground plus four (G+IV) storied comprising therein, several flats, and/or independent units /parking spaces/ shops of diverse areas with all amenities/ facilities therein.

1. The Promoter and the landowners herein the First Party have entered into agreement with purchaser/s and other persons for sale of flats/units/ parking spaces/shop and the right in the said individual proportionate share in land and building on ownership basis free from all encumbrances whatsoever. The First Part of this agreement has also agreed to convey transfer the undivided and indivisible proportionate share or interest in the land to the purchaser or purchasers.

For RAJLAKSHMI ASSOCIATE

 Partner

For RAJLAKSHMI ASSOCIATE

 Partner

2. The Promoter, being the Third Part have agreed to sell and the purchaser/s hereof have agreed to purchase a flat/parking space/shop in the said new building and more fully described in Schedule 'B' hereunder written on ownership basis as herein mentioned together with proportionate undivided proportionate share or interest of land at the said premises and other common parts and area and equipment, fixtures and fittings of common utility in the said buildings free from all encumbrances whatsoever.


AND WHEREAS the Confirming Party, on behalf of Owners obtained the sanctioned Building plan from the Rajpur Sonarpur Municipality Vide Approved Plan No. 117/CB/25/67 dated 27/07/2019, and as per the said sanction plan the said Promoter has started construction of G+IV storied building together with car parking space and shop thereto on the land and premises described in Schedule 'A' hereunder written free from all encumbrances and expressed his/her/ their desire to sell out of all the flat / flats / car-parking space / car-parking spaces/shop in the said premises.

AND WHEREAS the said building named or known as **"KRISHNA KUNJA"**.

AND WHEREAS the "Purchaser /s" being the Second Part hereof has / have taken inspection of the copies of the relevant title deeds and the approved Plans in respect of the said land and the building being constructed thereon and got satisfied about the title of the said land, and about the proposed building scheme and specification of the Promoter on the said land.

AND WHEREAS the Purchaser/s being so satisfied is/ are desirous of acquiring a **Flat** which is marked and identified as No. "....." on floor, measuring **sq.ft. Carpet** together with one **Car Parking Space** which is also marked and identified as **No. "....."** measuring carper area 134.55 sq.ft. more or less on the Ground floor at BLOCK-__ at project **"KRISHNA KUNJA "** (hereinafter referred to as **" The said Flat and Car Parking Space"**) upon the terms and conditions hereinafter mentioned and offered **Rs..... (Rupees only)** as total consideration to which Third Part agreed.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the agreement for sale dated and in consideration of the sum of **Rs..... (Rupeesonly)** paid in full by the said Purchaser/s to the said party of the third part by several instalments on or before the execution of these presents (the receipt whereof the said party of the third part do hereby admit and acknowledge) and of and from the same and every part thereof the said party of the first part and third part do hereby grant, convey, transfer, assign and assure and discharge the said Purchaser/s his/her/their heirs,


For RAJLAKSHMI ASSOCIATE

 Partner

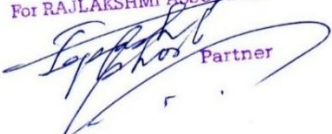
For RAJLAKSHMI ASSOCIATE

 Partner

executors, administrators and assigns all that Rayati Dhakhlio Satta Bastu land measuring 19K- 02Ch- 00Sft more or less under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5 , R.S. Khanda Khatian 195 under R.S. Khatian No.27, R.S. Dag No.50, now within the jurisdiction of the Rajpur -Sonarpur Municipality ward no 27 at present 25, LR Khatian Nos.554, 553 and 552 under LR Dag No. 92, Dist: 24 Parganas(South) and being its Municipality Holding No. 89, Road Name. Dhamaitala Lane, Kolkata 700151 which is morefully described in **Schedule-A** hereunder written.

AND the said party of the first part and the third part to their limit and extent of their respective right, title and interest do hereby grant, transfer, sell, convey, release, assign and assure the said Purchaser/s the proportionate undivided share of land in relation to the said flat and car parking space hereby sold, granted, transferred , conveyed , assigned and assured at Rajpur -Sonarpur Municipality ward no 27 at present 25, LR Khatian Nos.554, 553 and 552 under LR Dag No. 92, Dist: 24 Parganas(South) and being its Municipality Holding No. 89, Road Name. Dhamaitala Lane, Kolkata 700151, as aforesaid and morefully and particularly described in the Schedule hereunder written with full and free right and liberty for the said Purchaser/s their tenants, servants, agents, visitors, and all persons authorized by the said Purchaser/s from time to time and all times hereafter and for all purpose connected with the use and enjoyment of the said flat and car parking spaces and also full and free right and liberty for the said Purchaser/s their heirs, successors in interest for the best use and enjoyment of the flat and car parking spaces as described in the second schedule hereunder TOGETHER WITH all other rights and liberties, easements, privileges, advantages, appendages and appurtenances whatsoever belonging to the said flat and car parking space occupied or enjoyed, accepted required, deemed and known any part or parcel thereof appurtenant thereto and reversion or reversions remainder or remainder and all rents issues and profits thereof and all the right , title, interest, inheritance, use, trust, possession, property, claim and demand whatsoever of the said Vendors or into out of land of and upon the said flat and car parking space and every part thereof TO HAVE AND TO HOLD flat and car parking space as described in the second schedule hereunder written together with proportionate share of land underneath the said flat and car parking space at Rajpur -Sonarpur Municipality ward no 27 at present 25, LR Khatian Nos.554, 553 and 552 under LR Dag No. 92, Dist: 24 Parganas(South) and being its Municipality Holding No. 89, Road Name. Dhamaitala Lane, Kolkata 700151, hereby granted sold, transferred , conveyed and confirmed, expressed and intended to be so and unto and to the use of the said Purchasers in the manner


For RAJLAKSHMI ASSOCIATE

 Partner

For RAJLAKSHMI ASSOCIATE

 Partner

aforesaid and the said flat and car parking space as described in the second schedule hereunder written have not been encumbered or charged and the Purchaser/s their heirs, successors, executors, administrators and assigns shall and may at all times and every time hereafter, peaceably and quietly possess and enjoy the said flat and car parking space and receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbances, claim or demand whatsoever from or by the said Vendors and the third part or any person or persons lawfully or equitably claiming from under or in trust for them.

AND THAT THE PURCHASER/S DOTH HEREBY AGREED AND DECLARED as follows:-

1. The Purchaser/s have prior to the execution of this agreement made thorough search about the title of the said land as described in the First Schedule hereunder and they will not be entitled to make further investigation and / or objection to any matter relating to the title of the said premises building and plan.
2. The Purchaser/s had seen the plan and have got themselves satisfied regarding the construction of the said building and units therein and the measurement of the said flat and car parking space intended to be purchased by them and the mode of use and enjoyment thereof. Since the Purchasers had made thorough search and enquiry about the said premises and the said flat and car parking space and being fully satisfied about titles and facility / amenities the Purchasers shall hereof not be entitled to make further question and / or objection and / or make any claim or demand whatsoever against the party of the first part and the third part herein with regard thereof in future.
3. The Purchaser/s agreed to pay to the said party of the first part and the third part or her assigns as follows:-
 - a. Proportionate share with other flat owners jointly of Rajpur Sonarpur Municipality rates and taxes levied or to be levied hereinafter, maintenance and service charges and all other expenses and outgoings necessary and incidental to the use of the said property being Premises No. /Holding No. 89, Road Name. Dhamaitala Lane, Kolkata 700151, as laid down in Third Schedule hereunder written.
 - b. So long as the flat and car parking space sold to the Purchaser/s shall not be separately assessed proportionate share of both share of KMC taxes, all such other taxes, under any law, which may be imposed on the said entire building and the said premises.
 - c. The apportionment of liability of the Purchaser/s in respect of any item of expenses, taxes and / or outgoings payable by the Purchasers shall be determined by the said Vendors before the formation of Flat Owners' Association or the maintenance committee which may be formed by flat owner of the said building for

For RAJLAKSHMI ASSOCIATE

 Partner

For RAJLAKSHMI ASSOCIATE


 Partner

the purpose of maintaining the said property and their decision shall be always final and binding upon the Purchasers.

d. For the time being the Purchaser/s shall pay to the said party of the first part herein the sum to be decided by the party of the first part per month being their proportionate share of the KMC rates and taxes and maintenance and service charges of the said Premises No. / Holding No. 89, Road Name. Dhamaitala Lane, Kolkata 700151, till the said flat and car parking space are separately assessed by the Rajpur Sonarpur Municipality. The said sum is subject to variation and enhancement from time to time as and when occasion may arise.

THE PURCHASER/S CONVENANT WITH THE OTHER TWO PARTIES AS FOLLOWS:-

- 1.** The Purchaser/s shall punctually continue to pay at all times and every time to the party of the First Part herein or the Association or Committee or Society which may be formed later on monthly and every month within seven days of each calendar month the amount which may be assessed by the said Vendors or the Association or Committee or Society which shall be formed from time to time being the amount payable by the purchaser/s in respect of the said flat and car parking space sold to him/them till the said flat and car parking space are separately assessed and the proportionate share of Municipality rates and taxes, maintenance and services and outgoings payable in respect of the entire Premises No. / Holding No. 89, Road Name. Dhamaitala Lane, Kolkata 700151.
- 2.** The Purchaser/s shall not do or cause to be done any act and deed whereby the security of the said building or the premises or any part thereof may be jeopardized.
- 3.** The Purchaser/s shall not store any inflammable, combustible or obnoxious and / or objectionable goods or materials in the flat and car parking space as described in the second schedule hereunder sold to them or any part thereof.
- 4.** The amount which is payable by the Purchaser/s to the party of the first part / society, monthly in every month in respect of the said flat and car parking space sold to them if remain unpaid the same shall form a first charge on their said flat and car parking space and user of common services shall be discontinued.
- 5.** Save and except, the right of access to the flat and car parking space and the right of ingress and egress through the said entrance to the said flat and car parking space hereto conveyed the purchasers shall have the right of use and enjoyments of facility in common with other flat owners peacefully in respect of the common portions and facilities at the ground floor of the said premises and shall not have any right or interest in respect of any other portion of the said premises.

For RAJLAKSHMI ASSOCIATE

 Partner

For RAJLAKSHMI ASSOCIATE

 Partner

6. The Purchaser/s shall not object to any further construction addition and alterations by Owners in the said Premises or any part thereof subject to the observance of law applicable for such alterations and permission from the Rajpur Sonarpur Municipality and purchaser/s also agreed that the developer will have every right to change orientation of unsold flats as per their convenience and get the revised sanction from the competent authorities without any legal objection from any purchasers and the developer will have every right to change location, orientation, size and design of septic tanks, SU water reservoir, fire tanks, overhead reservoir, lift machine room as per the decision of the engineer-in-charge and get the revised sanction from the competent authorities without any legal objection from the purchasers and the developer, if desire to make / construct commercial unit at the unsold car parking space on the ground floor of the said building within their allocated portion and will have the absolute right to enjoy / commercially exploit it without any objection / hindrance from the purchasers and the purchasers will have no right to file suits in any court of law, forum or otherwise against it. The common areas in the building and / or the said premises will be used in common with the owner. The Promoter will have every right to sell car parking spaces at ground floor to the intending purchaser / purchasers at their own discretion without any legal objection from the purchaser / purchasers.

7. The Purchaser/s shall not make in the flat and car parking space hereby sold to them any structural alterations additions or improvements of a permanent nature without the prior approval in writing of the said Vendors or the Association or Committee or Society that may be formed later on.

8. The Purchaser/s shall not use the common vacant space for stacking any materials thereon.

9. The Purchaser/s shall observe, perform and comply with all the rules and regulations which the maintenance committee or Associates or Society (that may be formed later on).

10. The Purchaser/s shall become compulsorily member of the Association or Committee or Society which may be formed or which may be brought into existence and also do all acts and things necessary to make such association or Committee or Society effective for the purpose for which they are created.

AND THAT THE PARTY OF THE FIRST PART AND THE THIRD PART DOTH HEREBY AGREE AND DECLARE AS FOLLOWS:-

1. The party of the first part and the third part and all person or persons lawfully or equitably claiming any estate, title, interest or inheritance into or upon the said flat and car parking space hereby granted, transferred, sold, conveyed or intended

For RAJLAKSHMI ASSOCIATE

Partner

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Partner

so to be or any part thereof shall or will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute and cause to be executed or done all such further acts , deeds and things for further acts , deeds and things further and more perfectly assuring the title of the said flat and car parking space hereof unto the Purchasers their heirs , executors, administrators, representatives and assigns in the manner aforesaid as may be reasonably required.

2. The party of the first part and the third part declare that the said Premises No. / Holding No. 89, Road Name. Dhamaitala Lane, Kolkata 700151, has not yet been affected by any scheme of acquisition or requisition and the Vendors never received any Notice to that effect and the Vendors declare that the said flat and car parking space are not affected by any order or attachment or injunction of nay Court or any other competent authority or authorities whatsoever.

3. That the Purchaser/s shall have every right to mutate her names and to get the said flat and car parking space (as shown in the plans attached herewith) separately assessed in the office of the Rajpur Sonarpur Municipality at his/their own cost and for the same, the First Party shall endorse and convey their consent or “No Objection”, if required.

4. That the party of the first part and the third part shall co-operate with the Purchaser/s to arrange and install separate electric meter in the names of the purchaser/s from where the Purchasers shall enjoy the electricity for their said flat and car parking space purchased by him/her/them.


5. That the Purchaser/s shall have absolute right to use and enjoy the flat and car parking space hereby sold as absolute owners thereof with all rights to sell, transfer, convey gift and mortgage the same against consideration to any third party as per his/her/their own choice and discretion, saddled, of course with the duties and obligation contained herein.

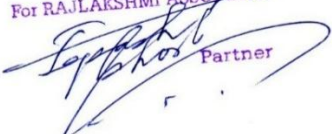
6. That the Purchaser/s shall not be liable for payment of any arrear of taxes, dues or outgoings prior to taking over the possession of the said flat and car parking space hereby conveyed.

-:THE FIRST SCHEDULE:-

(Description of the Property)

All that Rayati Dhakhali Satta Bastu land measuring 19K- 02Ch- 00Sft more or less under Mouza: Dhamaitala, P.S. Sonarpur, A.D.S.R. Sonarpur, Pargana : Magura, Re.Su. -236, J.L. No 75, Touzi no:- 3-5, R.S. Khanda Khatian 195 under R.S. Kh. No.27, R.S. Dag No.50, now within the jurisdiction of the Rajpur -Sonarpur Municipality ward no 27 at present 25, LR Khatian Nos.554, 553 and 552 under LR Dag No. 92, Dist: 24 Parganas(South) and being its Municipality Holding No. 89, Road Name. Dhamaitala Lane, Kolkata 700151 with 600sft 15 years old RTS

For RAJLAKSHMI ASSOCIATE

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structure standing there on free from all encumbrances. The land is butted and bounded in the following manner:

ON THE NORTH : PORTION OF DAG NO. 50
 ON THE SOUTH : 30 FT WIDE DWRIR ROAD
 ON THE WEST : RS DAG NO. 48 AND 49
 ON THE EAST : 30 FT WIDE DHAMAITALA LANE

: THE SECOND SCHEDULE - ABOVE REFERRED TO:-


(The Flat and car parking space hereby sold)

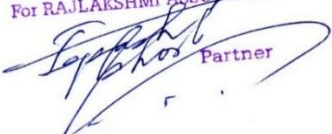
ALL THAT the said **Flat No. "....."** (Flooring - Vitrified Tiles) at **floor** of the building constructed at Holding No. 89, Road Name. Dhamaitala Lane, Kolkata 700151 comprising(.....) bed rooms, 1(one) living dining room, 1 kitchen(pantry), 1 (one) toilet, 1 (one) W.C. 1(one) varandah measuring**sq.ft. Carpet Area** together with one **Car Parking Space** being No. "....."measuring 134.55 sq.ft. Carpet Area more or less on the Ground floor Block-__ at **Project "KRISHNA KUNJA"**.as per enclosed layout / plan of the said flat and the said car parking space together with undivided proportionate share in the land beneath the building and undivided proportionate share in all common parts areas facilities and amenities together with right to use the various installation comprised in the said building in common with others.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Cost to be borne proportionate to the area of the Flat)

1. Proportionate costs of maintaining, replacing, white washing, painting, rebuilding , decorating and the maintenance of the said building rain water pipes, gas pipes, sewerage and drains and equipment in order or upon the said building as enjoyed or used in common by the other occupiers thereof.
2. Proportionate costs of cleaning and lighting the entrance, lawns, parking space, passage landings, staircase and other parts of the said buildings as enjoyed or used in common by the occupiers thereof.
3. Proportionate cost of maintenance of light, pump, tube well and other plumbing works including all other service charges for services rendered in common with all other occupiers of the said building.
4. Proportionate cost of insuring the said building against earth quake, fire, mob, damages and civil commotion etc.
5. The Proportionate share of Rajpur Sonarpur Municipality rates and other taxes both owner and occupiers and other outgoings etc. Payable in common for the said building till the said flat and car parking space are separately assessed by the Rajpur Sonarpur Municipality and or any other competent authorities.

For RAJLAKSHMI ASSOCIATE

 Partner


For RAJLAKSHMI ASSOCIATE

 Partner

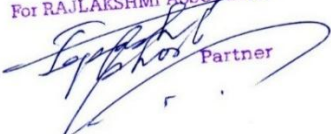
6. The Proportionate share of all electric charges payable in common user for the said building.
7. The Proportionate rent payable to the Collector, 24 Parganas (South).
8. The Proportionate share of such other expenses printing and stationery as well as litigation expenses incurred in respect of any dispute with the KMC Kolkata Improvement Trust or any other local authority or Government and with Insurance Company in relation to the same as are deemed by the said owners or the said party of the Third Part or the Ad-hoc Committee, Society or the Association (that may be formed later on) to be necessary and incidental to the maintenance and up- keep of the said building and premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON AREAS AND FACILITIES)

1. Sweepers / maintenance staff shall however have access to common open space for maintenance or building only.
 2. Septic Tank, underground and overhead water reservoirs along with the plumbing and Electrical fittings affixed the rate, drainage system etc. in common area of the said building and lift facility.
 3. Motor Pump and pump room in common areas of the said building.
 4. Land , main entrance , roof , passage, lobby, parapet wall, pipes, drains, sanitary pipes, drainage and sewerage, motor and pump, water tank, overhead and underground water tank, water pipe and other common plumbing, rain water pipe drains, sewerage, main-water connection from the Corporation to the underground reservoir, main water delivery pipes lines from underground reservoir to overhead water tanks, all distribution pipe lines to kitchen and toilets of different units flats and / or common portions.
 5. Only general lighting of the commons portions shall be provided but the purchasers shall share electric consumption charges, proportionately.
 6. Main electric distribution board with electric wiring and electric meter, water and sewerage evacuation pipes from the flat / units to main drains and sewers common to the building, water reservoir pipes lines but all maintenance charges for common electric light and all common amenities will be shared by the purchasers, proportionately.
- N.B. :- Maintenance costs including repairs / replacement and salary of staff etc. shall be borne by the purchasers / occupiers pro-rata based on measurement of their respective area of occupancy.

For RAJLAKSHMI ASSOCIATE

Partner

For RAJLAKSHMI ASSOCIATE

Partner

IN WITNESS WHEREOF the Owners/ Vendors , the Purchasers and the Party of the Third Part hereto have set and subscribed their respective hands and seals on the day, month and year of first above written.

SIGNED, SEALED AND DELIVERED

At Kolkata in the presence of :

WITNESSES:-

1)

SIG. OF THE FIRST PARTY (OWNERS)

2)

SIG. OF THE PRUCHASER/S

**SIG.OF THE THIRD PARTY
(PROMOTER)**

Drafted by :

Advocate

Typed by me :

For RAJLAKSHMI ASSOCIATE

Partner

For RAJLAKSHMI ASSOCIATE

Partner

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser/s the within mentioned sum of **Rs..... (Rupees only)** by the undersigned as follows:-

Sl.	<u>Cheque</u>	<u>Date</u>	<u>Bank</u>	<u>Amount(Rs.)</u>
<u>No.</u>	<u>No.</u>			

TOTAL Rs.....

(Rupees only)


WITNESSES:-

1)

2)

SIG. OF THE PROMOTER

Typed by me :

For RAJLAKSHMI ASSOCIATE

Partner

For RAJLAKSHMI ASSOCIATE

Partner