

## **DEED OF CONVEYANCE**

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

**Two Thousand ..... (202 )**

**BETWEEN**

(1) **SRI MUKUL KRISHNA ROY (PAN ADGPR0882G)**, son of late Bhusan Chandra Roy, by religion Hindu, by occupation School Teacher, by nationality Indian, (2) **SMT BAKUL RANI ROY (PAN ANYPR1263P)**, wife of Sri Mukul Krishna Roy, by religion Hindu, by occupation Household, by nationality Indian, (3) **SRI BIPRANEEL ROY (PAN ATVPR4308J)**, son of Sri Mukul Krishna Roy, by religion Hindu, by occupation student, by nationality Indian (4) **SRI SUBHRANEEL ROY (PAN ATVPR4233L)**, son of Sri Mukul Krishna Roy, by religion Hindu, by occupation student, by nationality Indian, all residing at Uttar Ramchandrapur, Post Office- Narendrapur, Police Station- Sonarpur, Kolkata 700103, District-South 24 Parganas, (5) **SMT DEEPALI ROYCHOWDHURY (PAN ADHPR6837Q)**, wife of Sri Bikash Choudhury, by religion Hindu, by occupation Housewife, by nationality Indian, residing at 9/33, Netaji Nagar, Post Office Regent Estate, Police Station Patuli (formerly Jadavpur), Kolkata700092, (6) **SMT SOMA DEB (PAN DWQPD9289D)**, wife of Sri Pamir Deb, by occupation Housewife, by religion Hindu, by nationality Indian, residing at Kali Bazar Laskarpur, Post Office Laskarpur, Police Station Sonarpur, Kolkata 700153, District South 24 Parganas, all are being represented by their Constituted Attorney, "**M/S. LA REALTY**" (PAN - **AAFFL5214Q**), a Partnership Firm having its registered office at **P-16, C.I.T. Road, P.O. & P.S.- Entally, Kolkata-700014**, duly represented by its Partners namely, (1) **SRI PARVEEN AGARWAL**, son of Late Rajendra Kumar Agarwal, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700 084, District - South-24 Parganas, and (2) **SRI PRATIK LAKHOTIA**, son of Late Suresh Chandra Lakhotia, residing at 8/10/1, Alipore road, P.O.-Alipore, P.S. -Alipore, Kolkata-700027, both by occupation-Business, both by faith-Hindu, both by Nationality-Indian, by virtue of a Development Power of Attorney which was duly registered on on 05-07-2015 before the office of the D.S.R.-IV at Alipore and recorded in Book No. I, Volume No. 1604-2015, pages 30139 to 30182, **Being no.**

**160405212**, for the year **2015**, hereinafter called and referred to as the **“OWNERS/VENDORS”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**A N D**

**M/S. LA REALTY**, (**PAN – AAFFL5214Q**) a Partnership Firm having its registered office at **P-16, C.I.T. Road, P.O. & P.S.- Entally, Kolkata-700014**, duly represented by its Partners namely, **(1) SRI PARVEEN AGARWAL**, son of Late Rajendra Kumar Agarwal, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700 084, District – South-24 Parganas, and **(2) SRI PRATIK LAKHOTIA**, son of Late Suresh Chandra Lakhotia, residing at 8/10/1, Alipore road, P.O.-Alipore, P.S. –Alipore, Kolkata-700027, both by occupation-Business, both by faith-Hindu, both by Nationality-Indian, hereinafter collectively referred to as the **‘DEVELOPER’** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives, and assigns) of the **SECOND PART**.

**A N D**

**MR.** ....., (**PAN-** .....), son of Mr. ....  
 ....., by religion - ....., by Nationality- ....., by occupation-  
 ....., residing at ....., hereinafter called and referred  
 to as the **“PURCHASER”** (which term or 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 **THIRD PART**.

**WHEREAS** at all material times and until the time mentioned hereafter one Tulshi Das Mishra and Kalpana Mishra were seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute joint owners of the ALL THAT the danga land measuring more or less 3 Cotthas 12 Chittaks the split up being (3 Cottahs 4 Chittaks in R.S. Dag No.981, R.S. Khatian No.76, + 08 Chittaks in R.S. Dag No. 1075, R.S. Khatian No. 171) and situate, lying situate within Mouza- Ramchandrapur, J. L. No. 58, within the Limits of Boonhoogly 1, Gram Panchayet, District South 24 Parganas, sold, conveyed and transferred the said Property by virtue of a sale deed dated 30.04.1986, being No. 2396 of 1986 in favour of one Smt. Samira Ghosh, absolutely and forever.

**AND WHEREAS** after the demise of said Smt. Samira Ghosh her husband namely Sri Subhash Ghosh and her daughter namely Smt. Soma Deb, being her legal heirs and successor, jointly inherited the said Property and became the absolute joint owners of the said land, each having  $\frac{1}{2}$  share i.e. 1 Cotthas 14 Chittaks in the said Property.

**AND WHEREAS** the said Sri Subhash Ghosh by virtue of a Gift Deed, registered in the office of A.D.S.R., Sonarpore in its Book No. I, Volume No. 11, Page from 5691 to 5702, being No. 04874 of 2011 gifted said  $\frac{1}{2}$  share in the said Property in favour of his daughter, Smt. Soma Deb absolutely and forever, and Smt. Soma Deb became the absolute owner of ALL THAT the danga land measuring more or less 3 Cotthas 12 Chittaks the split up being (3 Cottahs 4 Chittaks in

R.S. Dag No.981, R.S. Khatian No. 76, + 08 Chittaks in R.S. Dag No. 1075, R.S. Khatian No. 171) and situate, lying situate within Mouza-Ramchandrapur, J. L. No. 58, within the Limits of Boonhoogly 1, Gram Panchayet, District South 24 Parganas.

**AND WHEREAS** at all material times and until the time mentioned hereafter Sri Bimal Chandra Naskar, Sri Hare Krishna Naskar, Sri Dilip Naskar, Smt Rama Naskar, Smt Pramila Naskar, Smt Sandhya Biswas and Smt Sagarika Monda were seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owners of ALL THAT the 02 Cotthas 12 Chittaks of danga land in R.S. Dag No. 986, L. R. Dag No. 1094, R.S. Khatian No. 49 and situate within Mouza-Ramchandrapur, J.L. No. 58, R.S. No.196, Touzi No.110, within the limits of Boonhoogly 1, Gram Panchayet, District South 24 Parganas, sold, conveyed and transferred the said Property by virtue of a sale deed dated 11.03.2019 registered in the office of A.D.S.R., Sonarpore in its Book No. I, CD Volume No. 8, Page from 4083 to 4099, being No. 02822 for the year 2009 in favour of Sri Mukul Krishna Roy, Smt. Bakul Rani Roy, Sri Bipranil Roy and Sri Suvranil Roy, absolutely and forever.

**AND WHEREAS** by another sale deed registered in the office of A.D.S.R., Sonarpore dated 31.12.2002 in its Book No. I, Volume No. 19, Page from 133 to 139, being No. 1046 for the year 2003, Sri Mukul Krishna Roy and Smt. Bakul Rani Roy purchased a danga land measuring about 03 Cotthas be the same a little more or less and comprised in R.S. Dag No. 982, L.R. Dag No. 1090, R.S. Khatian No. 167, L.R. Khatian No. 266 and situate within Mouza-

Ramchandrapur, J.L. No. 58, R.S. No. 228, Touzi No. 114, within the limits of Boonhoogly 1, Gram Panchayet, from Smt Bandana Ghosh, Smt Kanya kumara Sur and Smt. Lipi Mitra.

**AND WHEREAS** by another sale deed Being No. 1382 for the year 2000, Sri Mukul Krishna Roy and Smt. Bakul Rani Roy purchased a danga land measuring about 07 Cotthas be the same a little more or less and comprised in R.S. Dag No. 981, L.R. Dag No. 1089, R.S. Khatian No. 17/1 and situate within Mouza-Ramchandrapur, J.L. No. 58, R. S. No. 196, Touzi No. 110, within the limits of Boonhoogly I, Gram Panchayet, from Sri Tilak Ghosh, Smt Chaitali Ghosh, Sri Nilanjan Ghosh, and Kumari Doyel Ghosh.

**ANDWHEREAS** now Sri Mukul Krishna Roy, Smt Bakul Rani Roy, Sri Bipranil Roy and Suvranil Roy herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute joint owners of **ALL THAT** piece and parcel of danga land containing by estimation an area of 07 Cottah be the same a little more or less and comprised in (02 Cottahs 12 Chittaks in R.S. Dag No. 986, R.S. Khatian No. 49, plus 03 Cottahs in R.S. Dag No. 982, L.R. Dag No. 1090, R. S. Khatian No. 167, L.R. Khatian No. 266, Plus 01 Cottah 04 Chittaks in R.S. Dag No. 981, R. Dag No. 1089, R. S. Khatian No. 17/1) and situate within Mouza - Ramchandrapur, J. L. No. 58, R. S. No. 196, Touzi No. 110, within the limits of Boonhoogly - I, Gram Panchayet.

**AND WHEREAS** at all material times and until the time mentioned hereafter Sri Bikash Roy Chudhury was seized and possessed of or otherwise well and sufficiently entitled to as the full

and absolute owner of **ALL THAT** piece and parcel of danga land containing by estimation an area of 02 Cotthas 08 Chittaks 07 Sq.ft. (02 Cottahs 03 Chittaks 28 Sq.ft. in R.S. Dag No. 981, R. S. Khatian No. 76, + 04 Chittaks 24 Sq. ft. in R. S. Dag No. 1075, R.S. Khatian No. 171) situate, lying and comprised within Mouza-Ramchandrapur, J.L. No. 58, within the limits of Boonhoogly - I, Gram Panchayet, District South 24 Parganas, gifted the said property in favour of his wife Smt. Dipali Roy Chudhury, by virtue of a gift deed dated 08.02.2013, registered in the office of D.S.R.-IV, Alipore in its Book No. I, CD Volume No. 5, Page from 1987 to 1999, being No. 00981 for the year 2013.

**AND WHEREAS** by another sale deed dated 07.10.1983 registered in the office of D.S.R., Sonarpore in its Book No. I, Volume No. 112, Page from 207 to 212, being No. 5350 for the year 1983, Smt. Dipali Roy Chudhury purchased a danga land measuring about 02 Cotthas 08 Chittaks be the same a little more or less and comprised in (02 Cottahs 05 Chittaks 07 Sq. ft. in R.S. Dag No. 981, R.S. Khatian No. 76, + 02 Chittaks 38 Sq.ft. in R.S. Dag No. 1073, R.S. Khatian No. 171) situate, lying and comprised within Mouza - Ramchandrapur, J.L. No. 58, R.S. No. 196, Touzi No. 110, within the limits of Boonhoogly I, Gram Panchayet, from one Sri Satya Charan Mondol.

**AND WHEREAS** now the said Smt. Dipali Roy Chudhury seized and possessed of otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of danga land containing by estimation an area of 05 Cotthas 07 Sq.ft. be the same a little more or less the split up being (04

Cottahs 08 Chittaks 35 Sq.ft. in R.S. Dag No. 981, R. S. Khatian No. 76, + 04 Chittaks 24 Sq.ft. in R. S. Dag No. 1075, R. S. Khatian No. 171, + 02 Chittaks 38 Sq.ft. in R. S. Dag No. 1073, R.,S. Khatian No. 171), situate, lying and comprised in Mouza-Ramchandrapur, J.L. No. 58, R. S. No. 196, Touzi No. 110, within the limits of Boonhoogly 1, Gram Panchayet, South 24-Parganas.

**AND WHEREAS** thus the said Owners/Vendors herein became the absolute joint owners of the land measuring **ALL THAT** the Bastu land measuring **15 (fifteen) cottahs 12 (twelve) chittaks 7 (seven) sq. ft.** (the split up being :- 9 cottahs 35 sq. ft. in R. S. Dag No. 981, L. R. Dag No. 1089 under R. S. Khatian No. 76, Plus 12 chittaks 24 sq. ft. in R. S. Dag No. 1075, L. R. Dag No. 1189 under R. S. Khatian No. 171 Plus 2 chittaks 38 sq. ft. in R. S. Dag No. 1073, L. R. Dag No. 1187 under R. S. Khatian No. 171 Plus 2 cottahs 12 chittaks in R. S. Dag No. 986, L. R. Dag No. 1094 under R. S. Khatian No. 49 Plus 3 cottahs in R. S. Dag No. 982 under L. R. Dag No. 1090 R. S. Khatian No. 167), lying and situate at Mouza Ramchandrapur, J. L. No. 58, R. S. No. 196, Touzi No. 110, in R. S. Dag No. 981, 1075, 1073, 986, 982 under R. S. Khatian No. 76, 171, 49, 167 corresponding to L. R. Dag Nos. 1089, 1090, 1094, 1189, 1187, **L. R. Khatian Nos. 2969, 2970, 2968, 398/1, 2972**, Holding No. 396 within the Limits of Bonhooghly 1, Gram Panchayat, Police Station Sonarpur, District South 24 Parganas, Police Station Narendrapur, Post Office – Narendrapur, Additional District Sub-Registrar – Sonarpur, Kolkata – 700103, duly applied for and got their names mutated in the records maintained in the office of the concerned B. L. & L.R.O. and have been duly and punctually, paying and discharging the rents, issues and



other outgoings concerning and/or relating thereto and has been holding and possessing the **SAID PREMISES** without any interruption, obstruction or demur.

**AND WHEREAS** the Owners/Vendors herein desired to promote their entire land and property but due to paucity of fund, the said Owner/Vendors herein, entered into an Agreement on 22-05-2015 before the office of the D.S.R.-IV at Alipore and recorded in Book No. I, Volume No. 1604-2015, pages 422 to 507, **Being no. 160404156**, for the year **2015** to promote their property with **M/S. LA REALTY**, a Partnership Firm having its registered office at **P-16, C.I.T. Road, P.O. & P.S.- Entally, Kolkata-700014**, duly represented by its Partners namely, **(1) SRI PARVEEN AGARWAL**, son of Late Rajendra Kumar Agarwal, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700 084, District – South-24 Parganas, and **(2) SRI PRATIK LAKHOTIA**, son of Late Suresh Chandra Lakhota, residing at 8/10/1, Alipore Road, P.O.- Alipore, P.S. -Alipore, Kolkata-700027, the Developer herein.

**AND WHEREAS** the Owners/Vendors herein executed one fresh Development Power of Attorney in favour of **M/S. LA REALTY** which was duly registered on 05-07-2015 before the office of the D.S.R.-IV at Alipore and recorded in Book No. I, Volume No. 1604-2015, pages 30139 to 30182, **Being no. 160405212**, for the year **2015**.

**AND WHEREAS** as per the Development Agreement and General Power of Attorney, the said Developer on behalf of the Owners/Vendors duly sanctioned building plan vide ..... dated ..... for construction of

(G+IV) storied building under certain numbers of Block and/or Phase consisting of several self contained flats, garages/car parking spaces, and other spaces for residential purposes at **ALL THAT** the Bastu land measuring more or less **13 (Thirteen) Cottahs 11 (Eleven) Chittaks 7 (Seven) sq. ft.** out of the said Bastu land measuring **15 (fifteen) cottahs 12 (twelve) chittaks 7 (seven) sq. ft.** (the split up being :- 9 cottahs 35 sq. ft. in R. S. Dag No. 981, L. R. Dag No. 1089 under R. S. Khatian No. 76, Plus 12 chittaks 24 sq. ft. in R. S. Dag No. 1075, L. R. Dag No. 1189 under R. S. Khatian No. 171 Plus 2 chittaks 38 sq. ft. in R. S. Dag No. 1073, L. R. Dag No. 1187 under R. S. Khatian No. 171 Plus 11 chittaks in R. S. Dag No. 986, L. R. Dag No. 1094 under R. S. Khatian No. 49 Plus 3 cottahs in R. S. Dag No. 982 under L. R. Dag No. 1090 R. S. Khatian No. 167), lying and situate at Mouza Ramchandrapur, J. L. No. 58, R. S. No. 196, Touzi No. 110, in R. S. Dag No. 981, 1075, 1073, 986, 982 under R. S. Khatian No. 76, 171, 49, 167 corresponding to L. R. Dag Nos. 1089, 1090, 1094, 1189, 1187, **L. R. Khatian Nos. 2969, 2970, 2968, 398/1, 2972**, Holding No. 396 within the Limits of Bonhooghly 1, Gram Panchayat, Police Station Sonarpur, District South 24 Parganas, Police Station Narendrapur, Post Office – Narendrapur, Additional District Sub-Registrar – Sonarpur, Kolkata – 700103, hereinafter called the said Premises, morefully described in the First Schedule hereunder written at the cost of the Developer.

**AND WHEREAS** the Developer has started the construction of the said (G+IV) storied buildings as per the sanctioned building plan mentioned above hererinafter referred to as the Building Complex namely “.....” as per sanction plan duly

sanctioned by Kolkata Metropolitan Development Authority at the said Property.

**AND WHEREAS** being so authorized as stated above the Developer has expressed to desire to sell a Flat out of the Developer's allocation and coming to know of that and having a requirement of the self same flat in the like area, the Purchasers offered to purchase the same which the Developer has accepted and entered into an Agreement for sale with the purchaser herein on ....., on terms and conditions therein mentioned.

**AND WHEREAS** the Promoter/Developer has registered the project under the provisions of the act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_;

**AND WHEREAS** by virtue of a registered agreement for sale dated ..... registered in the office of the \_\_\_\_\_ and recorded in its Book. No. \_\_\_\_\_, Volume No. \_\_\_\_\_, pages from \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year \_\_\_\_\_ made between the Purchaser herein and the Vendors/Owners herein and the Developer herein, the Purchaser herein agreed to purchase one self-contained flat being **Flat No. ....** having a carpet area of **..... sq. ft.** situated on the **..... Floor** on the **.....** side of the said **G+IV (Ground plus Four)** storied building in **Block No. ....** together with **one ..... car parking space** measuring more or less **120 sq. ft.** in **..... in the ..... Floor** in **Block No. ...** of the Said Building Project christened as "**.....**", being erected at the Said Property being Holding no. 396, Mouza-Ramchandrapur, within the Limits of Bonhooghly 1, Gram Panchayat, Police Station – Narendrapur, District

South 24 Parganas, Kolkata- 700 103, together with undivided and indivisible proportionate share in the land underneath together with common rights, facilities and amenities and common service and expenses mentioned therein for and at a total price of **Rs. .... /-** (**Rupees ..... only**), hereinafter referred to as the **“said Flat and Car Parking Space”**, more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

**AND WHEREAS** in terms of the said agreement, the Owners/ Vendors and the Developer herein have agreed to sell and transfer one self contained **Flat** being **No. ....** measuring more or less **..... sq. ft.** carpet area situated at the **.....** side on the **..... Floor** of the said **G+IV** storied building in **Block- ....** more fully delineated in the map or plan annexed hereto hatched in colour RED together with **one .....** **car parking space** measuring more or less 120 sq. ft. in the **.....** Floor in **Block- ....** of the Said Building Project christened as **“.....”**, being erected at the Said Property being Holding no. 396, Mouza-Ramchandrapur, within the Limits of Bonhooghly 1, Gram Panchayat, Police Station – Narendrapur, District South 24 Parganas, Kolkata- 700 103, at or for a valuable consideration of **Rs. .... /-** (**Rupees ..... only**) and the same is more fully and particularly described in the **SECOND SCHEDULE** hereunder written together with undivided, indivisible proportionate share in the land describe in the First Schedule hereto alongwith proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other open spaces, common path of the properties necessary and convenient to its ingress to and egress from, maintenance for common use, motor, pump, septic tank, water

reservoir and tank, W.B.S.E.D.C.L. electricity connection etc. which has been mentioned more fully and particularly in the **Third Schedule** hereunder written with lawful aforesaid consideration subject to the purchasers' undertaking to pay proportionally all the common charges, fees, duties, levies, taxes, rents, impositions, outgoings etc. which are required for the purpose of the said premises and also for the purposes of the said building along with other owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **Fourth Schedule** hereunder written.

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

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of **Rs. ..../- (Rupees ..... Only)** truly paid by the Purchasers to the owners/Vendors herein through the Developer herein in the manner stated in the memo of consideration hereunder written, the receipt whereof the owners/Vendors and Developer hereby admits and acknowledges and from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the

Purchasers as well as the said flat and car parking space along with the proportionate undivided undemarcated share and right, title and interest over the said land and premises with the facilities in common with other owner/owners or occupiers thereto. The owners/Vendors and the Developer do hereby grant, sell, transfer, convey, assign and assure unto the Purchasers **ALL THAT** one self contained flat being Flat No. .... situated at the ..... side on the ..... **Floor** in **Block** - .... containing a carpet area of ..... **Sq. ft.** together with **one** ..... **Car parking space** measuring **more or less 120 sq. ft.** on the ..... floor of Block-.... of Holding no. 396, Mouza-Ramchandrapur, within the Limits of Bonhooghly 1, Gram Panchayat, Police Station – Narendrapur, District South 24 Parganas, Kolkata- 700 103, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the “**said flat and car parking space**” together with the undivided proportionate share of the land underneath together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and possess all common roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the owners/Vendors up to and upon the said land proportionately incurring proportionate expenses for the said common portion out of cost and expenses of the Purchasers and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said flat on the .... **Floor** in **Block-** .... and the said ..... car parking space measuring **more or less 120 sq. ft.** at the ..... **Floor** in **Block- 2**

of the said building having right to use, occupy, own possess the said flat and car parking space as mentioned in **SECOND SCHEDULE** hereunder written exclusively with co-owners or occupiers of the building subject to the Purchasers paying and discharging taxes and impositions or outgoing for the same and common expenses as per imposed or levied for the said flat and car parking space and other outgoings so long separate assessment is not made for the said flat and car parking space in the name of the Purchasers.

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

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

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

**3.** That the Purchasers shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat and car parking space without any let or hindrance, interruption, claim, disturbances or demand from or by the owners/Vendors or Developer/confirming party or any person or persons claiming through or under or in trust for the owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

**4.** All the taxes, land revenue and other impositions payable in respect of the said flat and car parking space up to the date of handing over the possession of the same to the Purchasers, shall be paid by the owners/Vendors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the owners/Vendors to pay and if paid by the Purchasers shall be recoverable from the date of delivery of possession unto the Purchasers and the Purchasers shall pay the entire taxes and outgoings in respect of the said flat and car parking space .

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

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



- 7.** The Purchasers shall not cause any obstruction to the others in any manner in the entrance or exit or any common space in the premises, keep any dirt/rubbish/refuse etc. save and expect the place is reserved for the said purpose.
- 8.** The Purchasers shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the Bonhooghly 1, Gram Panchayat.
- 9.** That the Purchasers shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said flat and car parking space which may cause sound pollution/air pollution, smoke etc to the occupant of the other flats in the building.
- 10.** That the Purchasers shall pay the proportionate share of premium of the Insurance for the said building if any.
- 11.** The Purchasers shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners inclusive of the owners/Vendors (or previous land lord) herein.
- 12.** The Vendor & Developer will deliver the right to use and enjoy the common amenities mentioned in the Third Schedule hereunder written to the Purchaser after completion of the entire project.
- 13.** Indemnification by the Vendor about the correctness of the Vendor' title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor about the correctness of the Vendor' title, which if found defective or untrue at any time, the Vendor shall, at the costs,

expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** the Bastu land measuring **13 (Thirteen) Cottahs 11 (Eleven) Chittaks 7 (Seven) sq. ft.** (the split up being :- 9 cottahs 35 sq. ft. in R. S. Dag No. 981, L. R. Dag No. 1089 under R. S. Khatian No. 76, Plus 12 chittaks 24 sq. ft. in R. S. Dag No. 1075, L. R. Dag No. 1189 under R. S. Khatian No. 171 Plus 2 chittaks 38 sq. ft. in R. S. Dag No. 1073, L. R. Dag No. 1187 under R. S. Khatian No. 171 Plus 11 chittaks in R. S. Dag No. 986, L. R. Dag No. 1094 under R. S. Khatian No. 49 Plus 3 cottahs in R. S. Dag No. 982 under L. R. Dag No. 1090 R. S. Khatian No. 167) lying and situate at Mouza Ramchandrapur, J. L. No. 58, R. S. No. 196, Touzi No. 110, in R. S. Dag No. 981, 1075, 1073, 986, 982 under R. S. Khatian No. 76, 171, 49, 167 corresponding to L. R. Dag Nos. 1089, 1090, 1094, 1189, 1187, **L. R. Khatian Nos. 2969, 2970, 2968, 398/1, 2972**, Holding No. 396 within the Limits of Bonhooghly 1, Gram Panchayat, District South 24 Parganas, Police Station Narendrapur previously Sonarpur, Post Office – Narendrapur, Additional District Sub-Registrar – Sonarpur, Kolkata –700103, butted and bounded in the manner following manner:

**ON THE NORTH:** by land in R. S. Dag No. 987;

**ON THE EAST** : by land in R. S. Dag No. 980 and 982;

**ON THE SOUTH:** by land in R. S. Dag No. 985 and 25 ft' Panchayat Road;

**ON THE WEST** : by land in R. S. Dag No. 980 and 12 ft' Panchayat Road.

The name of the said Building Project above is known, called and named as “.....”.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**ALL THAT** Flat No. .... measuring more or less ..... **Sq. Ft.** carpet area consisting of ... Bed rooms, ... Dining, ... Drawing room, ... Toilets, ... Kitchen and ... Veranda on the ..... side of the .... **Floor**, in **Block** - .... of the said G+IV storied building together with **one** ..... **Car Parking Space** measuring more or less 120 Sq. ft. on the ..... floor in **Block** - ... of the said Building Project known as “.....” and also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **Third Schedule** hereunder written and the Flat & car parking space is being erected as per aforesaid Building **plan no.** ..... dated ..... sanctioned by the Kolkata Metropolitan Development Authority obtained from the Zilla Parishad, South 24 Parganas, at Holding no. 396, Mouza-Ramchandrapur, within the Limits of Bonhooghly 1, Gram Panchayat, Police Station – Narendrapur previously Sonarpur, District South 24 Parganas, Kolkata- 700103 as described in the First Schedule herein above written.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(COMMON RIGHTS AND SERVICES)**

1. All left open land pathway, drive way etc.
2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.
3. The foundation columns, girders, beams, supports, main wall, the main gate and passage lending to the building and stair-case.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.

5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.
7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes ( save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.
13. Lift, multi Gymnasium, Indoor Games room, Power backup, 24\*7 security service, Children's play area, Generator, CCTV in common areas and intercom facility etc. for the said Complex.

#### **FOURTH SCHEDULE ABOVE REFERRED TO**

##### **(Common expenses)**

1. **MAINTENANCE:** All expenses for cleaning sweeping maintaining white washing, painting, repairing, renovating the outer space of the building, stair case, including all amenities, sanitary and plumbing.
2. **OPERATION:** Electricity charges and all expenses for running and operating all machineries equipments and installation in common parts, water pump with motor and lighting the common areas generator if any include the costs of repairing renovating and replacing the same.

3. **INSURANCE:** Insurance premium against fire, riot, stick, malicious damage, earthquake etc. risks covering the said flat and the said building.
4. **B.L.L.R.O. LAND REVENUE MUNICIPAL AND OTHER TAXES:** B.L.L.R.O. Land Revenue, Municipal and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.
5. **STAFF:** The Salaries or all other expenses for the staff employee or to be employed for common purpose including their bonus if any and other emoluments benefits.
6. **FLAT OWNERS ASSOCIATION:** Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.
7. **RESERVE:** Creation of funds for replacement renovation and/or periodic expenses.
8. **OTHER :** All other expenses and/or outgoing including litigation expenses as may be incurred by the builder and/or the Association for common purpose.

**IN WITNESS WHEREOF** the Parties hereto put their respective hands and seals this indenture here at Kolkata on the day, month and year first above written.

**WITNESSES:-**

- 1.

2.

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**SIGNATURE OF THE VENDOR**


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**SIGNATURE OF THE**
**DEVELOPER**


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**SIGNATURE OF THE**
**PURCHASERS**

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchasers the within mentioned sum of **Rs. ....**/- (**Rupees ..... Only**) towards the full and final consideration price of the within mentioned flat and car parking space situated at the ..... side of the ..... Floor in Block- ..... of the said building at Holding No. 396, Mouza-Ramchandrapur, Kolkata - 700103 together with undivided proportionate share or interest in the land underneath as per memo below:-

| <u>Chq no.</u> | <u>Date</u> | <u>Bank</u> | <u>Flat</u> | <u>S.Tax/GST</u> | <u>Amount</u> |
|----------------|-------------|-------------|-------------|------------------|---------------|
|                |             |             |             |                  |               |

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|  |  |  |  |  |  |

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

**SIGNED, SEALED & DELIVERED**  
in presence of the following

**WITNESSES :**

1.

2.

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**SIGNATURE OF THE DEVELOPER**