# DEED OF CONVEYANCE

THIS INDENTURE made this

day of \_\_\_\_\_ Two Thousand

and Twenty-four (2024)

For GHAREARP Canjeet Kuman or Proprietor

#### **BY AND BETWEEN**

MRS. SHILA PANDEY, (PAN - AEWPP9133M), wife of Mr. Rameshwar Pandey, by faith - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at Baradhemo Ward No. 8, Asansol, P.O. Sitarampur, P.S. Asansol South, Burdwan - 713359, West Bengal, hereinafter called and referred to as the OWNER/VENDOR/FIRST PARTY (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include her legal heirs, executors, legal representatives, administrators and assigns) of the FIRST PART. The VENDOR herein is represented by her Constituted Lawful Attorney namely "GHARBARI", (PAN -AFPPR0028F), a Proprietorship Firm, having its registered office at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700099, District - South 24-Parganas, represented by its sole Proprietor namely SRI SANJEET KUMAR ROY, (PAN – AFPPR0028F), son of Sri Rabindra Prasad Roy, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office - Mukundapur, Police Station - Garfa, Kolkata -700099, District – South 24-Parganas, by virtue of a registered Development Agreement along with Development Power of Attorney dated 24.04.2023, registered at D.S.R. IV, Alipore, South 24-Parganas and recorded into Book No.1, Volume No.1604-2023, Pages from 136396 to 136433, Deed No. 160404797 for the year 2023

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<b>"PURCHASERS</b>	S/ALLOTTEES" (w	hich expression	shall unless ex	xcluded by or	

repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, representatives, successors and assigns) of the **SECOND PART** 

#### A N D

"GHARBARI", (PAN – AFPPR0028F), a Proprietorship Firm, having its registered office presently at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700099, District – South 24-Parganas, formerly at 70(23/1), Purbachal Main Road, Post Office – Haltu, presently P.S. Garfa, (formerly P.S. Kasba), Kolkata – 700 078, District – South 24-Parganas, represented by its sole Proprietor namely SRI SANJEET KUMAR ROY, (PAN – AFPPR0028F), son of Sri Rabindra Prasad Roy, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700099, District – South 24-Parganas, formerly residing at 16/2D(98A), Kalikapur Road, P.O. Mukundapur, P.S. Garfa, Kolkata – 700 099, District – South 24-Parganas, hereinafter called and referred to as the "PROMOTER/DEVELOPER/CONFIRMING PARTY" (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the THIRD PART.

WHEREAS the Party of the THIRD PART is running Proprietorship business by a firm under the Trade Name of "GHARBARI" with the purpose of developing housing projects by way of construction of residential flats/flat and/or Car Parking Space and/or Shop and/or Office Space and sale thereof to the intending buyers at the price for consideration.

AND WHEREAS one Sri Mrinal Sen, son of Late Nakshatra Kumar Sen of 93/1L, Baithakkhana Road, Kolkata – 700 009 was the absolute owner of two plots land being Scheme Plot Nos. 15 & 16, lying and situate at Mouza – Nayabad, J.L. No. 25, comprising in R.S Dag Nos. 195, under R.S. Khatian No. 117, by way of a registered Deed of Sale dated 11.01.1985, registered at Sub-Registry Office at Mokam Alipore and recorded into Book No. 1, Deed No. 480 for the year 1985 from the then Owners namely Sm. Kamala Bala Mondal, wife of Late Bholanath Mondal and her son Sri Gora Chand Mondal, both of 81/3, Tollygunge Road, P.S. Tollygunge, Kolkata – 700 033.

**AND WHEREAS** while seized and possessed of the aforesaid property said Mrinal Sen due to his urgent necessity and being need of money sold, conveyed, transferred, assigned and granted Scheme Plot No. 15, measuring gross land area of 3 (Three) Cottahs 7 (Seven) Chittacks more or less, in favour of one Sri Ashutosh Saha, son of Sri Upendra Chandra Saha and Smt. Sova Saha, wife of Sri Ashutosh Saha, both of C-4, Purba Diganta, Santoshpur, P.S. Purba Jadavpur, Kolkata – 700 075, by virtue of a registered Deed of Conveyance dated 19.04.1986, registered in the office of District Sub-Registrar, Alipore and recorded in Book No.I, Volume No.115, at Pages 441 to 451, Being No. 6568 for the year 1986 for a valuable consideration as mentioned therein.

**AND WHEREAS** after purchase said Sri Ashutosh Saha and Smt. Sova Saha jointly mutated their names in respect of their said purchased property being known and numbered as K.M.C. Premises No. 555, Nayabad, vide Assessee No.31-109-08-0555-5, Kolkata – 700 099, under presently Police Station – Panchasayar (formerly P.S. Purba Jadavpur), Kolkata – 700 099 and by paying necessary K.M.C. taxes they had been enjoying the said property without any interruptions and hindrances from anybody else.

AND WHEREAS while seized and possessed of the aforesaid property said Sri Ashutosh Saha and Smt. Sova Saha, due to their urgent need of cash money offered to sell the said land and upon knowing the same the previous Owners namely (1) Smt. Jharna Mondal, wife of Sri Jiten Mondal of 2/86, Mukundapur, P.S. Purba Jadavpur, Kolkata – 700099 and (2) Sri Sudhendu Sarkar, son of Late Surendra Nath Sarkar of 43/8G, Jheel Road, New Land, Kolkata – 700031 purchased the said plot of land measuring gross land area of 3 (Three) Cottahs 7 (Seven) Chittacks Sq.ft. more or less as mentioned above, known as K.M.C. Premises No. 555, Nayabad, being Assessee No.31-109-08-0555-5, Kolkata – 700 099, by virtue of a registered Deed of Conveyance dated 27.03.2002, registered in the office of the District Sub-Registrar - III, Alipore, South 24 Parganas and entered into Book No. I, Volume No.105, at Pages 1 to 8, Being No. 4444 for the year 2002 for a valuable consideration as mentioned therein.

AND WHEREAS while seized and possessed of or otherwise well and sufficiently entitled to the said property due to their urgent need of money said Smt. Jharna Mondal and Sri Sudhendu Sarkar sold, conveyed, transferred, assigned and granted their purchased plot of land measuring net land area of 3 (Three) Cottahs 2 (Two) Chittacks 22 (Twenty two) Sq.ft. more or less as the land area measuring 4 (Four) Chittacks 23 (Twenty three) Sq.ft. has been added to the adjacent common passage, situated in Mouza - Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana - Khaspur, being Scheme Plot No. 15, comprising in C.S Dag No.102, under C.S. Khatian Nos. 5 & 6, corresponding to R.S Dag Nos. 195 & 196, under R.S. Khatian No. 117, within the present Police Station -Panchasayar (formerly P.S. Purba Jadavpur) and at present within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 555, Nayabad, being Assessee No.31-109-08-0555-5, Kolkata – 700 099, in the District South 24-Parganas in favour of the previous Owner namely Sri Narayan Chandra Das, son of Late Nabadwip Chandra Das, residing at J/56, Baghajatin Pally, P.O. Jadavpur University, P.S. Jadavpur, Kolkata – 700 032, District – South 24-Parganas by virtue of a registered Deed of Sale dated 27.06.2003, registered in the office of the District Sub-Registrar - III, Alipore, South 24 Parganas and entered into Book No. I, Volume No.17, at Pages 3115 to 3132, Being No. 05428 for the year 2003.

**AND WHEREAS** after purchase said Narayan Chandra Das erected a temporary tile shed measuring an area of 100 (One hundred) Sq.ft. standing thereon and mutated his name in respect of his aforesaid purchased property known as K.M.C. Premises No. 555, Nayabad, being Assessee No.31-109-08-0555-5, under presently Police Station – Panchasayar (formerly P.S. Purba Jadavpur), Kolkata – 700 099.

**AND WHEREAS** said Narayan Chandra Das also mutated his name in the record the Ld. B.L. & L.R.O. Kasba vide Reference No.4011/2003 and Memo No. 18/2257/Mut/A.T.M./04 dated 30.07.2004 and obtained mutation Certificate in respect gross land measuring an area of 3 (Three) Cottahs 7 (Seven) Chittacks, comprising in R.S. Dag No.195, under R.S. Khatian No. 117.

AND WHEREAS while seized and possessed of due to urgent necessities of money said Sri Narayan Chandra Das declared to sell his aforesaid land and property and the present OWNER herein as the Purchaser namely SMT. SHILA PANDEY purchased the said property measuring net land area of **3** (Three) Cottahs **2** (Two) Chittacks **22** (Twenty two) Sq.ft. more or less together with tile shed measuring an area of **100** (One hundred) Sq.ft. standing thereon situate and lying at Mouza – Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana – Khaspur, being Scheme Plot No. 15, Additional District Sub-Registration Office Sealdah, District Registration Office at Alipore, comprising in C.S Dag No.102, under C.S. Khatian Nos. 5 & 6, corresponding to **R.S Dag** Nos. 195, under R.S. Khatian No. 117, within presently Police Station – Panchasayar (formerly P.S. Purba Jadavpur) and at present within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 555, Nayabad, being Assessee No.31-109-08-0555-5, Kolkata – 700 099, in the District South 24-Parganas, together with all easement rights upon the land and adjacent passage of the land as described in the SCHEDULE - A below by virtue of a registered Deed of Conveyance dated 05.07.2016, registered in the Office of District Sub-Registrar - V, Alipore, South 24-Parganas and entered into Book No.1, Volume No.1630-2016, Pages from 61544 to 61564, Being No. 163002114 for the year 2016.

AND WHEREAS after purchase the present OWNER has filed an application before the Ld. B.L. & L.R.O. Office ATM Kasba for necessary Mutation and the concerned B.L. & L.R.O. department mutated the above mentioned land vide Reference M/C No. 1512/2016, Memo No. 18/Mut/830/BLLRO/ATM/Kasba/16 dated 10.02.2017 in the name of OWNER.

AND WHEREAS thereafter the present OWNER converted the land from 'Shali' to 'Bastu' in nature from the Office of the Block Land & Land Reforms Officer, Kolkata, South 24-Parganas, vide Conversion Case No. CN/2022/1630/1187, Memo No. 17/1293/BLLRO/ Kol/22 dated 26.04.2022 against her ownership plot of land.

**AND WHEREAS** thereafter the present **OWNER** herein also mutated and recorded her name in respect of her aforesaid purchased land and property in the record of The Kolkata Municipal Corporation, **Ward No.109**, known as **K.M.C. Premises No. 555**, **Nayabad**, having **Assessee No.31-109-08-0555-5**, under P.S. Panchasayar, Kolkata – 700 099 in the District of South 24-Parganas and has been enjoying the said property without any interruption and hindrances by anybody else and also paying the regular taxes thereof to the K.M.C. authority in respect of the said property. AND WHEREAS thus the present OWNER herein becomes the absolute recorded owner of the said plot of bastu land measuring net land area of 3 (Three) Cottahs 2 (Two) Chittacks 22 (Twenty two) Sq.ft. more or less together with tile shed measuring an area of 100 (One hundred) Sq.ft. standing thereon situate and lying at Mouza – Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana – Khaspur, being Scheme Plot No. 15, Additional District Sub-Registration Office Sealdah, District Registration Office at Alipore, comprising in C.S Dag No.102, under C.S. Khatian Nos. 5 & 6, corresponding to R.S. & L.R. Dag No. 195, under R.S. Khatian No. 117, L.R. Khatian No. 1916, within presently Police Station – Panchasayar (formerly P.S. Purba Jadavpur) and at present within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 555, Nayabad, being Assessee No.31-109-08-0555-5, Kolkata – 700 099, in the District South 24-Parganas and the entire property as described in the SCHEDULE – A and the present OWNER is in possession and has been enjoying her absolute ownership and possession of the said land as free from all encumbrances.

AND WHEREAS the present OWNER thereafter decided to develop the said land by constructing a multi-storied building with lift facility, comprising of a number of residential flats on the different floors, Car Parking Space/s on the ground floor but due to paucity of fund, lack of technical knowledge, experience in the field of construction, have decided to do the same by appointing a Developer, who is financially and technically sound to construct a multi-storied building with lift facility upon the aforesaid property as per the new sanction building plan to be sanctioned from The Kolkata Municipal Corporation at the cost of the Developer.

**AND WHEREAS** accordingly the present **OWNERS** herein jointly entered into a registered Development Agreement along with Development Power of Attorney dated 24.04.2023, registered at D.S.R. - IV, Alipore, South 24-Parganas and recorded into Book No.1, Volume No.1604-2023, Pages from 136396 to 136433, Deed No. 160404797 for the year 2023, with the **DEVELOPER**, the Party of the **SECOND PART** herein and the **DEVELOPER** has also taken separate registered General Power of Attorney dated 24.04.2023, registered at D.S.R. - IV, Alipore, South 24-Parganas and recorded into Book No.1, Volume No.1604-2023, Pages from 136434 to 136454, Deed No. 160404798 for the year 2023, against the above mentioned Premises and in the said registered Development

Agreement the entire Developer's Allocation and also the entire Owner's Allocation have been properly described.

AND WHEREAS subsequently the said DEVELOPER has taken sanction of a Ground plus Three storied Building Plan with Lift facility vide sanctioned Building Permit No. 2023120342 dated 17.10.2023 duly sanctioned by The Kolkata Municipal Corporation Borough Office – XII.

**AND WHEREAS** thereafter the **DEVELOPER** sanctioned the building plan as Ground Plus Four storied as per prevailing building Rules of KMC vide sanctioned Building Permit No. 2024120209 dated 27.08.2024 from the K.M.C. Borough Office – XII and now the Developer has developed the entire Premises through its Developer-Firm namely "**GHARBARI**" and erected the building thereon as per the aforesaid sanctioned building plan.

AND WHEREAS the West Bengal Government introduced the **new Promoter** and Builder Law as per The West Bengal Real Estate (Regulation and Development) Act, 2016 and also The West Bengal Real Estate (Regulation and Development) Rules, 2021. The **DEVELOPER** has now taken the registration of this project under this Act and Building Rules vide Registration No. \_\_\_\_\_\_ dated \_\_\_\_\_\_ and the **DEVELOPER** has also taken registration of GST. As per said Act the registration of the flat shall be done on Carpet area which has been described in this deed accordingly.

**AND WHEREAS** the Flat and Car Parking Space as mentioned in the SCHEDULE -B below are of Developer's allocated portion and the **DEVELOPER** has received the entire sale proceeds i.e. consideration amount from the intending Purchaser herein.

AND WHEREAS during construction of the building the PROMOTER/ DEVELOPER declared to sell the flats etc. with habitable use of the DEVELOPER'S ALLOCATION and the PURCHASER herein knowing the same and also after satisfaction of the title of the property agreed to purchase one residential Apartment/Flat/Unit No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ Square Feet more or less (Exclusive Balcony/Verandah Carpet Area \_\_\_\_ Square Feet excluded from total carpet area) aggregating to net carpet area of \_\_\_\_\_ Square Feet corresponding to total built up area of unit \_\_\_\_\_ Square Feet and corresponding to total Super built up/Saleable area of \_\_\_\_\_\_ Square Feet more or less on the \_\_\_\_\_\_ Floor, \_\_\_\_\_\_\_ side of the building and the flat is consisting of ....... Bed rooms, 1 Kitchen-cum-Dining room, 1 Pantry, 1 Toilet, 1 W.C. and 1 Verandah together with right to park 1 (One) medium sized motor car of the covered Car Parking Space being No. \_\_\_\_\_ on the Ground Floor of the said building measuring an area of 135 Sq.ft. more or less on satisfaction of the PURCHASER regarding the specification of the flat and its area and also right to use all common service area and other facilities and also right to use the common portions, space and right of common use of the common passage, stair-case, lift, landings etc. as well as roof for the service purpose and the other necessary easement rights as described in the SCHEDULE "C" hereunder written and undivided proportionate share of land as described in the SCHEDULE "A" below.

AND WHEREAS both the VENDOR and the PROMOTER/DEVELOPER agreed to sell and convey the said Flat No. \_\_\_\_\_ and the PURCHASER agrees to purchase the said Flat No. \_\_\_\_\_ situated on the \_\_\_\_\_\_ Floor, \_\_\_\_\_\_ side of the building togetherwith one Car parking Space No. \_\_\_\_\_ on Ground Floor of the said building as described in the SCHEDULE "B" below togetherwith undivided proportionate share of land as described in the SCHEDULE "A" below and also right to use all common rights and facilities as described in the SCHEDULE "C" for a total consideration price of Rs. \_\_\_\_\_\_\_\_) only free from all encumbrances, liabilities, whatsoever, which is under PROMOTER/DEVELOPER /CONFIRMING PARTY'S Allocation.

AND WHEREAS the PROMOTER/DEVELOPER entered into an Agreement for Sale dated \_\_\_\_\_\_\_, with the PURCHASER and the DEVELOPER has agreed to sell the PURCHASER the said Apartment/Flat/Unit No. \_\_\_\_ having carpet area of \_\_\_\_\_ Square Feet more or less (Exclusive Balcony/Verandah Carpet Area \_\_\_\_ Square Feet excluded from total carpet area) aggregating to net carpet area of \_\_\_\_\_ Square Feet corresponding to total built up area of unit \_\_\_\_\_ Square Feet and corresponding to total Super built up/Saleable area of \_\_\_\_\_ Square Feet more or less on the \_\_\_\_\_\_ Floor, \_\_\_\_\_\_\_ side of the building and the flat is consisting of ....... Bed rooms, 1 Kitchen-cum-Dining room, 1 Pantry, 1 Toilet, 1 W.C. and 1 Verandah together with right to park 1 (One) medium sized motor car of the covered Car Parking Space being No. \_\_\_\_\_ on the Ground Floor of the said building measuring an area of 135 Sq.ft. more or less and the PROMOTER/DEVELOPER herein has agreed to sell the PURCHASER ALL THAT said Flat No. \_\_\_\_\_\_ situated on the \_\_\_\_\_\_ Floor, \_\_\_\_\_\_\_ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. \_\_\_\_\_\_\_ on the Ground Floor of the said building as described in the SCHEDULE "B" hereunder written right to use all common rights and common services as described in the SCHEDULE "C" below and undivided proportionate share of land morefully as described in the SCHEDULE "A" and the said flat alongwith the balcony of the building has been built up in accordance with the said sanctioned residential building plan and discuss to acquire and possess the said flat togetherwith one Car Parking Space of Rs. \_\_\_\_\_\_ /- (Rupees \_\_\_\_\_\_\_\_) only for a total consideration towards the proportionate cost of land and cost of construction of the said flat togetherwith Car Parking Space and the entire cost of the said flat togetherwith Car Parking Space is of Developer's Allocation.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale dated \_\_\_\_\_\_, in consideration of the said sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_\_ ) only of which the entire consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) only paid by the PURCHASER to the CONFIRMING PARTY/DEVELOPER on or before execution of this Deed only on different dates as described in the Memo of Consideration of which receipts have been issued totalling Rs. /- (Rupees ) and the receipt whereof the only **PROMOTER/DEVELOPER** hereby acknowledges and admits and/or for the same and every part thereof both truly acquit release and forever discharge the PURCHASER of all his liabilities thereof and it is noted that the entire consideration money of Rs. /- (Rupees ) only against the said flat and Car Parking have been received by the DEVELOPER/ CONFIRMING PARTY and both the VENDOR and the CONFIRMING PARTY/DEVELOPER as beneficial owners and party respectively do hereby grant, convey, transfer, assigns, assure unto the said PURCHASER free from all encumbrances ALL THAT the undivided proportionate share of interest in the said land morefully and more particularly described in the SCHEDULE "A" hereunder written together with a complete Apartment/Flat/Unit No. \_\_\_\_ having carpet area of \_\_\_\_\_ Square Feet more or less (Exclusive Balcony/Verandah Carpet Area \_\_\_\_ Square Feet excluded from total carpet area)

aggregating to net carpet area of Square Feet corresponding to total built up area of unit \_\_\_\_\_ Square Feet and corresponding to total Super built up/Saleable area of \_\_\_\_\_ Square Feet more or less on the \_\_\_\_\_ Floor, \_\_\_\_\_ side of the building and the flat is consisting of ...... Bed rooms, 1 Kitchen-cum-Dining room, 1 Pantry, 1 Toilet, 1 W.C. and 1 Verandah together with right to park 1 (One) medium sized motor car of the covered Car Parking Space being No. on the Ground Floor of the said building measuring an area of 135 Sq.ft. more or less as described in the SCHEDULE "B" below and undivided proportionate share of land as mentioned in the SCHEDULE "A" hereunder written constructed at the cost and expenses of the PURCHASER TO HAVE AND TO HOLD the said Flat together with right to use the undivided share of land, staircases, common-land, roof of the building, water supply lines and other common paths and drains and sewerages, equipments and installation and fixture and passages and stair appertaining to the said building situated at K.M.C. Premises No. 555, Nayabad, within Ward No. 109, under formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata - 700 099, District - South 24-Parganas, as mentioned in the SCHEDULE "B" AND "C" hereunder written herein comprised and hereby granted conveyed, transferred, assigned and assured and every part or parts thereof respectively together with there and every or their respective rights and appurtenance whatsoever unto the said PURCHASER absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever ALL TOGETHER with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject NEVERTHELESS to easement or provision in connection with the beneficial use and enjoyment of the said complete Flat No. \_\_\_\_\_ situated on the \_\_\_\_\_\_ Floor, \_\_\_\_\_\_ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. \_\_\_\_\_ on the Ground Floor of the said building and right to use all common rights and proportionate land share as morefully described in the SCHEDULE "B" AND "C" hereunder written.

# AND IT IS HEREBY AGREED AMONG THE OWNER/VENDOR, PROMOTER/DEVELOPER/CONFIRMING PARTY AND THE PURCHASER :-

1. The **PURCHASER** shall be entitled to all rights, privilege vertical and lateral supports easements quasi easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said **Flat No.** \_\_\_\_\_ situated on the

\_\_\_\_\_ Floor, \_\_\_\_\_\_ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. \_\_\_\_\_ on the Ground Floor of the said building for usually hold used occupied or enjoyed or reputed so to be or known as part and parcel thereof or appertaining thereto.

- 2. The **PURCHASER** shall be entitled to the right of access in common with the **OWNER/VENDOR** and/or other occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the said building.
- 3. The **PURCHASER** and her agents and nominees shall also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said **Flat No.** \_\_\_\_\_\_ situated on the \_\_\_\_\_\_\_ **Floor,** \_\_\_\_\_\_\_ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. \_\_\_\_\_\_\_ on the **Ground Floor** of the said building pathways comprised with the said building and Premises or passages and that nothing therein contained the **VENDOR**/ **PROMOTER/DEVELOPER** shall permit the **PURCHASER** or any person deriving title under the purchase but the **PURCHASER** or her servants nominees, employees invitees shall not obstruct the common portion of the building in any way by parking vehicles, deposit of materials, rubbish or otherwise to any other flat owners of the building or holding including the **VENDOR**.
- 4. The PURCHASER shall have the right of protection of the said flat to be kept safe and perfect of all portions of the said Flat No. \_\_\_\_\_\_ situated on the \_\_\_\_\_\_ Floor, \_\_\_\_\_\_ side of the building including the entire premises.
- 5. The **PURCHASER** shall also be entitled to the right of passage in common as aforesaid of taking, gas, electricity water to the said flat through pipes drains, wires and common spaces lying or being under or through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said flat for the purpose whatsoever.
- 6. The **PURCHASER** shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such as pipes, drains and common spaces aforesaid and for the purpose of building repair or

cleaning part or part of the said Flat No. \_\_\_\_\_\_ situated on the \_\_\_\_\_\_ Floor, \_\_\_\_\_\_ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. \_\_\_\_\_\_ on the Ground Floor of the said building.

# THE OWNER/VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-

- 2. It shall be lawful for the PURCHASER from time to time and at all times hereafter to enter into and upon hold and enjoy the said Apartment/Flat/Unit No. \_\_\_\_ having carpet area of \_\_\_\_\_ Square Feet more or less (Exclusive Balcony/Verandah Carpet Area \_\_\_\_ Square Feet excluded from total carpet area) aggregating to net carpet area of Square Feet corresponding to total built up area of unit \_\_\_\_\_ Square Feet and corresponding to total Super built up/Saleable area of Square Feet more or less on the Floor, side of the building and the flat is consisting of ...... Bed rooms, 1 Kitchen-cum-Dining room, 1 Pantry, 1 Toilet, 1 W.C. and 1 Verandah together with right to park 1 (One) medium sized motor car of the covered Car Parking Space being No. \_\_ on the Ground Floor of the said building measuring an area of 135 Sq.ft. more or less and right of use all common open places and other services of the building with stair cases and other common parts and passages in the said building and every part thereof morefully described in the SCHEDULE "B" AND "C" hereunder written and to receive the rents, issues and profits thereof and have full power, right and authority to sell, transfer, mortgage, lease, dispose of the said flat and balcony without any interruption disturbances claims or demands whatsoever from or by the

**VENDOR** or **CONFIRMING PARTY** herein of any person or persons claiming through under or in the trust for them.

- 3. The said Flat on \_\_\_\_\_ Floor, \_\_\_\_\_ side being Flat No. \_\_\_\_ of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. \_\_\_\_\_ on the Ground Floor of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever.
- 4. The VENDOR and the CONFIRMING PARTY shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the PURCHASER makes do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said proportionate undivided share of land pertaining to the said Flat No. \_\_\_\_\_ situated on the \_\_\_\_\_\_ Floor, \_\_\_\_\_\_ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. on the Ground Floor of the said building and also togetherwith common stair case and other common open parts and services, paths and passages respectively and every part thereof unto the PURCHASERS in manner aforesaid as shall or may be reasonably required AND that the VENDOR and/or CONFIRMING PARTY shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the PURCHASER produce or cause to be produced to the PURCHASER or to her attorney or agent at any trial, commission, examination or otherwise occasion shall require any of the Deed or Deeds, Documents and writings which are in their possession or power relating to the said undivided proportionate share of land and the CONFIRMING PARTY shall deliver to the PURCHASER all the attested or other copies of extract and/or from the said deeds, documents and writings.

# THE PURCHASER DO HEREBY COVENANT WITH THE OWNER/ VENDOR AND THE DEVELOPER/CONFIRMING PARTY AS FOLLOWS:-

1. So long as the said Flat No. \_\_\_\_\_\_ situated on the \_\_\_\_\_\_ Floor, \_\_\_\_\_\_\_ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. \_\_\_\_\_ on the Ground Floor of the said building along with all common rights and common expenses as described in the SCHEDULE "B", "C" AND "D" hereunder written shall not be separately assessed the said PURCHASER shall pay from the date of execution of the Deed of Conveyance and/or occupations taken by the PURCHASER whichever date is earlier, the proportionate share of Municipal taxes as per apportionment to the extent of the said flat to be made by the VENDOR and the CONFIRMING PARTY jointly and they also pay the building taxes to the State Government if any proportionately as apportioned by the said VENDOR only to the extent of the PURCHASER'S flat as mentioned in the SCHEDULE-'B' below.

- 2. The **PURCHASER** shall pay all taxes, rates impositions and other outgoings in respect of the said flat proportionately as may be imposed by the K.M.C. and/or the Central or State Government and shall also pay all such fees or charges or any other taxes or payment of similar nature.
- 3. The **PURCHASER** shall contribute and pay from time to time and at all times hereafter the proportionate share towards cost expenses, outgoings and maintenance in respect of the enjoyment of the common amenities and common expenses as specified by the Association of the flat owners of the Premises and the same shall be conclusive final and binding on the **PURCHASER** and other flat owners of the building.
- 4. The PURCHASER shall maintain the said Flat No. \_\_\_\_\_\_ situated on the \_\_\_\_\_\_\_
  Floor, \_\_\_\_\_\_\_\_ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. \_\_\_\_\_\_ on the Ground Floor of the said building at her own cost in the same good condition (reasonable wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the Government both central and State, the K.M.C. and/or any other Authorities and Local Bodies and also particulars to observe and maintain such rules, Bye-laws framed by Association of Flat Owners for the protection of the building.
- 5. The said **PURCHASER** doth hereby covenant to keep her said flat inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions and in good repair.

- 6. The said **PURCHASER** shall not make any such construction or structural alteration of any portion of the building causing any damages to other flats or causing obstruction to other owners of the flats of the building.
- 7. The said **PURCHASER** shall at her own costs and expenses fix up separate meter connection or meters in the said flat and balcony for electricity power connection to be consumed in the said flat by the **PURCHASER** and the **PURCHASER** shall pay all rates and taxes which may be imposed by the proper authority. The **PURCHASER** shall be entitled to make such interior construction and decoration for her necessities like racks, storage space, gas cylinder spaces, cooking racks etc., without causing any damages to the building.
- 8. The PURCHASER shall have full right and authority to sell, transfer, convey, mortgage, Gift, charges, lease or in any kind of encumber or deal, or dispose of her flat and Car Parking Space and/or her possession or to assign let out or part with this interest possession or benefit of her said Flat No. \_\_\_\_\_ situated on the \_\_\_\_\_\_ Floor, \_\_\_\_\_\_ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. \_\_\_\_\_\_ on the Ground Floor of the said building or any part thereof provided the transferee shall agree in writing to observe and perform the covenants herein contained and rules and Bye-laws relating to the said building to be framed by the Association.
- 9. The **PURCHASER** shall have to carry out the necessary repair which may be pointed out by the Association to be formed as per W.B. Apartment Ownership Act, 1972 to extent of the said flat and balcony which will be applicable to the all the flat owners.

- 11. Save and except the said flat and Car Parking Space sold herein, the said **PURCHASER** shall have no claim or right of any nature or kind over or in respect of any other flat and he shall have right to use open spaces and lobbies, stair-case as well as for the purpose of services or the ultimate roof of the building in common with other Flat owners morefully specified in the **SCHEDULE "C"** hereunder written.
- 12. The said **PURCHASER** shall not bring keep or store in or any part of the said flat inflammable combustible substance or articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.
- 13. The **PURCHASER** herein alongwith other Purchaser(s) of the Car Parking Space of the building shall use their individual Car Parking Space by mutual understanding at the time of egress and ingress of his individual Cars without raising objection or creating any hindrances to other Owners of the Car Parking Space on the Ground Floor of the building. The **PURCHASER** shall have no right title or interest in any other flat except Schedule – B flat and Car Parking Space and open land, if any of the said building excepting the using and holding right of the roof along with his Co-Purchasers. The **PURCHASER** hereby declares that he shall not raise any objection if the **DEVELOPER** and the **OWNER/VENDOR** sell the unsold Car Parking Space/s to any Third Party and/or if the Car Parking Spaces are not sold the same shall be used by the **DEVELOPER** at his will.
- 14. The **PURCHASER** shall have to pay the monthly maintenance and also the cost of the maintenance/repair of the lift time to time to be fixed up by the flat Owners or by the Association of the Flat Owners of the building to be formed later on and the **PURCHASER** shall have to abide by the decision of the Association.
- 15. The **PURCHASER** shall use the said flat and Car Parking Space as residential purpose only and keep the peace of the building without creating any nuisance or sound pollution.
- 16. That the save as the said flat and Car Parking Space and properties proportionate land herein morefully contained the **PURCHASER** shall have no right title or

interest in any other flat and open land of the said building excepting the using right of the roof along with his Co-Purchasers. The **PURCHASER** hereby declares and confirms that he has already received the physical possession of the said flat and Car Parking Space from the **OWNER/VENDOR** with full satisfaction as regards the super built-up area, title of the entire property and construction of the said building.

17. On and from the date of taking physical possession/registration/Completion Certificate whichever is earlier the PURCHASER shall have to pay the necessary monthly maintenance charges of the building & also lift and proportionate taxes of their portion of the property as mentioned in the SCHEDULE – E below. The THIRD PART/ DEVELOPER will be responsible for all types of taxes, duties and charges for the said flat and Car Parking Space as described in the Schedule – B below upto the date of handing over of physical possession or registration or Completion Certificate whichever is earlier. The said charges, maintenance etc. shall be fixed up and decided by the association of the Flat Owners of the building to be formed later on and the PURCHASER shall become the members of that association and also have to abide by the decision of the association as well as restrictions of the building as mentioned in the SCHEDULE – D below.

\*\*\*\*\* One para for roof rights

AND FURTHER more that the VENDOR and the CONFIRMING PARTY and all their heirs executors and administrators representatives shall at all times hereinafter indemnify and keep indemnified the PURCHASER and his heirs and executors, administrators and assigns against loss, damages, costs, charges expenses, if it is suffered by reasons of any defect in the title of the VENDORS and the CONFIRMING PARTY or any breach of the covenants hereafter contained. Simultaneously, with the execution and registration of the conveyance of the said flat together with one Car Parking Space the VENDORS and the DEVELOPER shall hand over the PURCHASER the necessary Xerox copies of documents such as The Kolkata Municipal Corporation Tax Receipts, copy of the sanctioned building plan, copies of all other deeds etc. for perfection of the PURCHASER'S title.

### <u>THE SCHEDULE ABOVE REFERRED TO</u> <u>SCHEDULE - 'A'</u>

ALL THAT the piece and parcel of a plot of 'Bastu' land measuring net land area of **3 (Three) Cottahs 2 (Two) Chittacks 22 (Twenty two) Sq.ft. more or less** whereon a new Ground plus Four storied building with Lift facility shall be erected as per sanctioned building Permit No. 2023120342 dated 17.10.2023 and thereafter Building Permit No. 2024120209 dated 27.08.2024 duly sanctioned by the K.M.C. situate and lying at Mouza – Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana – Khaspur, being Scheme Plot No. 15, Additional District Sub-Registration Office Sealdah, District Registration Office at Alipore, comprising in C.S Dag No.102, under C.S. Khatian Nos. 5 & 6, corresponding to **R.S. & L.R. Dag No. 195, under R.S. Khatian No. 117, L.R. Khatian No. 1916,** within **presently Police Station – Panchasayar (formerly P.S. Purba Jadavpur)** and at present within the jurisdiction of The Kolkata Municipal Corporation **Ward No.109**, known as **K.M.C. Premises No. 555, Nayabad, being Assessee No.31-109-08-0555-5, Kolkata – 700 099,** in the District South 24-Parganas and it is butted and bounded by :-

ON THE NORTH	:	Land of Scheme Plot No.14;
ON THE SOUTH	:	40'-0" Wide Road;
ON THE EAST	:	Partly 20'-0" & partly 30'-0" Wide Road;
ON THE WEST	:	Others property.

#### **SCHEDULE 'B' ABOVE REFERRED TO**

situated at Mouza – Nayabad, J.L. No. 25, being Scheme Plot No. 15, comprising in C.S Dag No.102, under C.S. Khatian Nos. 5 & 6, corresponding to **R.S. & L.R. Dag No. 195, under R.S. Khatian No. 117, L.R. Khatian No. 1916,** within **presently Police Station** – **Panchasayar (formerly P.S. Purba Jadavpur)** and at present within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 555, Nayabad, being Assessee No.31-109-08-0555-5, Kolkata – 700 099, District - South 24-Parganas as described in the SCHEDULE "A" above and the sold Flat together with Car Parking Space is shown in the annexed Plan by Red border line.

#### SCHEDULE 'C' ABOVE REFERRED TO (COMMON RIGHTS AND SERVICES)

- 1. All stair-cases on all the floors of the said building.
- 2. Stair-case of the building leading towards the vacant roof.
- 3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
- 4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
- 5. Roof of the building is for the purpose of common services and parapet wall on the roof.
- 6. Water pump, overhead water tank and all water supply line and plumbing lines.
- 7. Electricity service and electricity main line wirings and common electric meter space and lighting and main electric meter.
- 8. Drainages and sewerages of the building.
- 9. Boundary walls and main gate of the Premises.
- 10. Such other common parts, alikes, equipments, installations, fixtures, and fittings and open spaces in or about the said building.

- 11. Vacant space, Watch Man's room and W.C. in the Ground Floor of the building.
- 12. Lift of the building.
- 13. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.

## <u>SCHEDULE – 'D' ABOVE REFERRED TO</u> (RESTRICTIONS)

- 1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement on entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall Keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- 2. The **PURCHASERS** shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
- 3. The **PURCHASERS** shall not decorate the exterior of the said building otherwise than in a manner agreed by the Owner or in a manner as near as may be in which the same was previously decorated.
- 4. The PURCHASERS shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the PURCHASERS shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
- 5. The **PURCHASERS** shall permit the Owner and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days

from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Owner to the **PURCHASERS**.

- 6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
- 7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof
- 8. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
- 9. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed wails of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Owner may affect the elevation in respect of the exterior walls of the said buildings.
- 10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner and with the sanction of The Kolkata Municipal Corporation and/or concerned authority.
- 11. Not to use the allocated Car Parking Space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
- 12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, and shall use the pathways as would be decided by the Owner.
- 13. Not to commit or permit to be committed any waste or to remove or alter the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Flat No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor Taken out of the window of

the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.

- 14. Not to install any generator without permission in writing of the Owners.
- 15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance To the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the **PURCHASERS** in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

### THE SCHEDULE "E" ABOVE REFERRED TO (MAINTENANCE /COMMON EXPENSES)

- 1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
- 2. Painting with quality paint as often as may (in the opinion of the Premises Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
- 3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
- 4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
- 5. Paying such workers as may be necessary in connection with the upkeep of the property.
- 6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building.
- 7. Cleaning as necessary of the areas forming parts of the property.
- 8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owners may think fit.

- 9. Maintaining and operating the lifts.
- 10. Providing and arranging for the emptying receptacles for rubbish.
- 11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.
- 12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
- 13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
- 14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates.
- 15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
- 16. The Purchase maintenance and renewal of fire fighting appliances, if required and the common equipment as the Owners may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
- 17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
- 18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Holding Organisation it is reasonable to provide.

**IN WITNESS WHEREOF** the parties have put their signature hereto the day, month and year first above written.

**SIGNED, SEALS AND DELIVERED** by the within the names **PARTIES** at Calcutta in the presence of :

1.

As Constituted lawful attorney of Mrs. Shila Pandey, the Owner/Vendor herein.

SIGNATURE OF THE VENDOR

2.

## SIGNATURE OF THE PURCHASER

SIGNATURE OF THE PROMOTER DEVELOPER/CONFIRMING PARTY

#### MEMO OF CONSIDERATION

**RECEIVED** the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_\_) only from the within mentioned PURCHASERS against the within mentioned Apartment/Flat/Unit No. \_\_\_\_\_\_ on the \_\_\_\_\_ Floor, \_\_\_\_\_\_ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. \_\_\_\_\_\_ on the Ground Floor of the said building being Part of K.M.C. Premises No. 555, Nayabad, within Ward No. 109, Kolkata - 700 099, District – South 24-Parganas, in the manner followings :-

Sl.	Cheque	Date	Name of the Bank &	Amount
No	No./Draft No.		Branch	(Rs.)
No	and the second	Date		

Total : Rs.

(Rupees ) only WITNESSES :

1.

SIGNATURE OF THE PROMOTER DEVELOPER/CONFIRMING PARTY

2.

DATED THIS DAY OF 2024

**BETWEEN** 

MRS. SHILA PANDEY

OWNER/VENDOR

<u>AND</u>

**PURCHASER** 

<u>A N D</u>

"<u>GHARBARI</u>"

PROMOTER/DEVELOPER/ CONFIRMING PARTY

# DEED OF CONVEYANCE